

# KENT'S SUPPLY

Building • Lumber • Hardware • Feed

260 N. Maine Street • Fallon, NV 89406  
(775) 423-2126 • (Fax) 423-1038

CASH

DELIVERY

1052353

10/01/12

09/15/12

11532 FULLERTON RD

775-845-6934

FALLON, NV 89406

775-845-6409

FALLON, NV 89406

10/01/12

1052353

325 Janie K.

20

20

20

20

20

20

20

20

20

20

20

20

Authorized Charge:

AUTHORIZED CHARGE - SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF SALE

## **EXHIBIT 8A**

**EXHIBIT 8A**

**KENT'S SUPPLY**  
Building • Lumber • Hardware • Feed

260 N. Main Street • Fallon, NV 89406  
(775) 423-2126 • (Fax) 423-1038

155816  
173113  
14.00

155816  
173113  
14.00

775-695-4195

155816

155816

QTY	PK	QTY	PK
-----	----	-----	----

42 MILLION LIES USED 2011

DELIVERY CHGE - TRUCK

DEL WITH OTHER ITEMS

TOTAL SHIP ORDER 2.000 EA

Invoice taken 06/17/2016  
VISA - KENT'S SUPPLY  
KENT'S SUPPLY  
06/17/2016

1.000

X AUTHORIZED CHANGE - SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF SALE

HUGHE50049

From:Kozak Law Firm

To:8827918

06/22/2016 15:40

#283 P.043/125

## **EXHIBIT 8B**

**EXHIBIT 8B**

# KENT'S SUPPLY

260 N. Maine Street • Fallon, NV 89406  
(775) 423-2126 • (Fax) 423-1038

Building • Lumber • Hardware • Feed

CASH DELIVERY  
1052954  
10/01/12  
10:05  
11621 FULMERSON RD  
FALLON, NV 89405  
775-695-6409  
10/01/12  
125 JARVIS W.  
1052954

50 1052954 51 12 RAILROAD TIES (RED DOT)

DELIVERY CHARGE - TAXABLE

DEL WITH OTHER ITEMS

10/01/2012 10:05 AM

Deposit taken 10/01/2012 64.50  
VISA - RCTE XXXXXXXXXX5428  
HARRIS/ELIZABETH C  
Approval 100294

X3 *[Signature]*  
AUTHORIZED SERVICE - SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF SALE

7.800

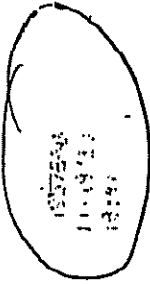
## **EXHIBIT 9A**

**EXHIBIT 9A**

# KENT'S SUPPLY

Building • Lumber • Hardware • Feed

260 N. Maine Street • Fallon, NV 89406  
(775) 423-2126 • (Fax) 423-1038



DELIVERY

2150 S. 10th St. #100  
Fallon, NV 89406

2150 S. 10th St. #100  
Fallon, NV 89406

2150 S. 10th St. #100  
Fallon, NV 89406

11-09-13

1057530

HUGHES0052

25	EA 508LD	6-3/4" x 11-7/8" GLD LAM	35' QTY <u>14</u> <u>35</u> QTY <u>14</u> DR
		SOLD 21855	
		10 17'	
		10 10'	
704	FT 81440	11-7/8" x 2-1/2" JUST/LP120	784' QTY <u>14</u> <u>784</u> QTY <u>14</u> DR
		200 25'	
14	EA 15445	1-1/4" x 11-7/8" LSL RIM BOARD	14' QTY <u>14</u> <u>14</u> QTY <u>14</u> DR
35	EA 12132	23/32" x 11/4" x 7/8" T&E QSB	35' QTY <u>14</u> <u>35</u> QTY <u>14</u> DR

X Signature  
NOTED CHARGE - SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF SALE

# KENT'S SUPPLY

260 N. Maine Street • Fallon, NV 89406  
(775) 423-2125 • (Fax) 423-1038

Building • Lumber • Hardware • Feed

1857648  
11/19/13  
10:41

DELIVERY

ELLIZON, J. J.

775-685-6488

FALLON, NV 89406

11/25/13

12 March L.

1857648

HUGHES0053

1	EA 48 50F	4 8 8 US DRUG FIR 6MM S4S	1 QTY	DR
10	EA 10451	TH025110 2-1/2"X11-7/8"TM HNR/E	10 QTY	DR
2	EA 10451C	TH025110 2-1/2"X11-7/8"TM HNR/E	2 QTY	DR
2	EA 5080M	PL24-47-1/2" 3-3/8"16" POST CAP	2 QTY	DR
12	EA 6437766	5010 31856 25117 CONSTR ADHESIVE 250Z	12 QTY	DR
1	EA 320 7425	2-3/8"X11 80 VC R.G. STRIP MAIL	16 QTY	DR

APPROVED FOR: SMITH, MIKE

X AUTHORIZED OFFICE - REFERENCE SIDE FOR TERMS AND CONDITIONS OF SALE



# KENT'S SUPPLY

260 N. Main Street • Fallon, NV 89406  
(775) 423-2126 • (Fax) 423-1038

HOWEY

DELIVERY

ELIZABETH STEPHEN

775-423-6153

FALLON, NV 89406

1057648  
11/19/13  
10141

11/25/13

1057648

173 Western L.

*Note charge K*

HUGHES0054

* 1	BY A348111	3-1/4" x 131	160 VC COOLER NAIL	810	QTY	OK	DR 810	11/16/14
1	BY A257625	2-3/8" x 113	80 VC COOLER STAPLAIL	61X	QTY	OK	DR 61X	11/16/14
1	BY 31000	80	VINYL COATED (GRN) SINKER 50	61X	QTY	OK	DR 61X	11/16/14
1	BY 16UCC	16D	VINYL COATED (GRN) SINKER 50	61X	QTY	OK	DR 61X	11/16/14
1	BY 51		DELIVERY CHGE - TAXABLE	810	QTY	OK	DR 810	11/16/14

Total Ship Unites 724.000 FT  
2515.780 EA

Authorized Charge: SMITH, MIKE

X

AUTHORIZED CHARGE - SEE ADVERSE SIDE FOR TERMS AND CONDITIONS OF SALE

From:Kozak Law Firm

To:8827918

08/27/2016 15:42

#283 P.049/125

# KENT'S SUPPLY

Building • Lumber • Hardware • Feed

260 N. Main Street • Fallon, NV 89406  
(775) 423-2125 • (Fax) 423-1038

HOMEL

DELIVERY

ELIZABETH WARE

FALLON, NV 89406

775-685-6483

1057648  
11/19/13  
10:43

11/25/13

12/1/2016

1057648

3,640 PK

HUGHES0055

Authorizing Company: SMITH MINE

X

AUTHORIZED SELLER - SEE LICENSE FOR TERMS AND CONDITIONS OF SALE

7,500

From:Kozak Law Firm

To:8827918

06/07/2016 15:43

#283 P.050/125

## **EXHIBIT 9B**

## **EXHIBIT 9A**

# KENT'S SUPPLY

Building • Lumber • Hardware • Feed

260 N. Maine Street • Fallon, NV 89406  
(775) 423-2126 • (Fax) 423-1038

FORM

11/25/13  
1057648

REPRINT 3

11/13/13

10141

775-665-6489

FALLON, NV 89406

11/25/13

1057648

19 Karen L.

EX 424811 3-1/4X131 160 VC COOLER MAIL

EP 61 DELIVERY CHGE - TAXABLE

no del charge b/o

Total Ship Units: 1.000 BX  
1.000 EA

Authorized Charge: SMITH, MKE

X (Date) 12-2-13

AUTHORIZED CHARGE - SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF SALE

7.500

## **EXHIBIT 10A**

**EXHIBIT 10A**

**COUNTRY**

FINANCIAL

## Agent Information

Agent Don Schank - 05078  
560 W Williams Ave  
Fallon, NV 89406-0000  
Northern Nevada - 775-423-7168

Receipt Number	0008493647	Electronic Payment Amount	165.58
Receipt Date	12/17/2015 05:20:51 PM	Electronic Payment Account Number	5111
Electronic Payment Method	CREDIT	Electronic Payment Confirmation Number	902900
Account Name	HUGHES SHAUGHNAN L		

## Receipt Detail

Company Name	Account	Policy	Policy Type/Description	Amount
	9959601		Property/Casualty Account	165.58
<b>TOTAL</b>				<b>\$165.58</b>

Thank you for your business!

Agency Representative

Date

Payments are not final until successfully processed by the Home Office.  
Payments are allocated first to fees (such as service charge, late payment fee, or returned bank item fee) and then to premium amounts.  
Late payment - a late payment fee\* will be assessed as allowed by state law when invoices are not paid by the due date.  
Returned bank item - a returned bank item fee\* will be assessed as allowed by state law for each item returned to us for non-sufficient funds.  
If you have questions about these fees, please discuss with your agent.  
\*Fee amounts may vary by state

Elizabeth defaulted on house Ins.  
Payed called in payment.

From:Kozak Law Firm

To:8827918

06/27/2016 15:44

#283 P.054/125

## **EXHIBIT 10B**

**EXHIBIT 10B**

From:Kozak Law Firm

To:8827918

06/11/2016 15:44

#283 P.055/125

9959601 BCMS ACCOUNT SUMMARY SCREEN C- Y  
ACCT CURR DUE- \$0.00 ACCT TYPE- MONTHLY DIRECT CURR AS OF- 12/17/15  
PAYOFF BALANCE- \$1140.56 ACCT LAST INV AMT- \$145.58 DUE- 11/30/15  
SUSPENSE AMT- \$0.00 ACCT LAST PMT AMT- \$165.58 RCVD- 12/17/15  
AGENT- 05078 SCHANK DONALD H OFFICE- 001 NORTHERN CNTY FB NO- 5201179102

ACCT N/A- HUGHES SHAUGHNAN L  
+ HOWARD ELIZABETH C  
11633 FULKERSON RD

BILL N/A- SAME AS ACCT

FALLON

NV  
89406

POLICY	CURR TERM	TOT POL PREM	TOT PMT APPLIED	CURRENT COV TERM AMT DUE DATE STATUS
AK 4910223	082815-082816	1735.14	594.58	0.00 122015 PND TR
** END OF POLICY LIST **				

p.d. \$145.58 12/18/15

Elizabeth Howard  
11633 Fulkerson Rd  
Fallon, NV 89406-6376  
(775) 685-6489

1224

86-7074/3212 608  
881488AC07

Dec 18, 2015

Pay to the  
Order of

Country Mutual

\$145.58

One hundred & Forty-five & 58/100



Wells Fargo Bank, N.A.  
Member  
Wells Fargo Bank

# 9959601

13212707421 8814608637 01224



## **EXHIBIT 11A**

**EXHIBIT 11A**

*Freezer*

SEARS  
FALLON - AUTH HOMEOWN 03859  
1430 W WILLIAMS AVE  
FALLON, NV 89406-2640  
775-423-2629



RETAIN FOR COMPARISON WITH MONTHLY  
STATEMENT OR FOR RETURN OR EXCHANGE

SALESCHECK #  
038599018963

DELIVER TO: STORE 03859  
PURCHASER: SHAUGHNAN HUGHES  
CUSTOMER: SHAUGHNAN HUGHES  
ADDRESS: 1550 MELANIE DRIVE  
CITY/STATE: FALLON, NV  
ZIP CODE: 89406  
PHONE: 775-885-6538

EXPECTED DATE: 10/26/11

DELIV INSTR:  
CUSTOMER WILL PICK UP

TRAN# PG/STORE REG# ASSOC#  
8963 10 03859 901 1032  
MERCHANDISE ORDER # D  
CUSTOMER PICKUP  
46 1692Z KM FRZR,WH SAL 267.741  
ORDERED  
SUBTOTAL 267.74  
TAX 07.600X 20.34  
AMOUNT TENDERED 300.00  
CHANGE DUE 11.92  
CASH TOTAL 288.00

10/11/11

RC: 1528-8063-8071-2710-0619

\*\*\*\*\*

SEARS  
HOMETOWN STORES

*My Freezer*

Both our  
Freezer!

We split the  
cost and  
paid cash!

HUGHES0023

*New Fridge at Fullerton*

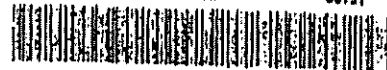
**LOWE'S**  
NEVER STOP  
IMPROVING

LOWE'S HOME CENTERS, LLC  
375 STANLEY DRIVE  
FERNLEY, NV 89406 (775) 980-4000

- SALE -

SALES#: 82651081 1264130 TRANS#: 13293830 07-14-14

390242 69.97  
3YR EPP MAJ APPL 8000-899  
107204 0.00 H  
LCC SYSTEM USE ONLY  
INVOICE 74264 SUBTOTAL: 69.97



- SALE -

SALES#: 82651081 1264130 TRANS#: 13293830 07-14-14

655405 UTIL11TZM 614.74  
UP 21 CF IN REF UTIL11TZ  
647.10 DISCOUNT EACH -32.36  
355962 ECKMFE21 0.00  
UP 6Z ICENAKER KIT ECKMFE  
49.00 DISCOUNT EACH -49.00  
INVOICE 74265 SUBTOTAL: 614.74



INVOICE 74264 SUBTOTAL: 69.97  
INVOICE 74265 SUBTOTAL: 614.74  
SUBTOTAL: 684.71  
TAX: 49.65  
BALANCE DUE: 728.96  
S CASH: 500.00  
L LCC: 228.96  
TOTAL DISCOUNT: 82.24  
HYLOUE'S CARD NUMBER: 481000333452338

*our Fridge*  
*my Fridge*

he cut off  
my name  
and Lowes  
Card #

## **EXHIBIT 11B**

**EXHIBIT 11B**



LOWE'S HOME CENTERS, LLC  
375 STANLEY DR E  
FERNLEY, NV 89408 (775) 980-4000

- SALE -

SALES#: 82661APZ 202604 TRANS#: 14370290 05-03-15

460595 HSTACI 1600-SQ FT SLINWIN	360.00
497.00 DISCOUNT EACH	-137.00
189656 DIAL 50-IN POLY TUBING	4.48
4.98 DISCOUNT EACH	-0.50
192813 GIAL SCALE ELIMINATOR PAD	9.56
5.91 DISCOUNT EACH	-0.59
2 0 4.78	
188707 DIAL 5-1/2 1/4-IN COMPRESS	1.78
1.98 DISCOUNT EACH	-0.20
188708 DIAL 4-1/2 1/4-IN POLY BAR	1.78
1.98 DISCOUNT EACH	-0.20
188712 DIAL 1/4-IN X 1/8-IN SIRT	3.58
3.98 DISCOUNT EACH	-0.40
192754 DIAL 1/4-IN SPLY LINE/SCL	53.94
19.98 DISCOUNT EACH	-2.00
3 0 17.98	
188703 DIAL BRASS COOLER SILL LU	7.18
7.98 DISCOUNT EACH	-0.80
192600 DIAL MESH COOLER PUMP BAS	9.80
2.11 DISCOUNT EACH	-0.21
2 0 1.90	
188653 DIAL PUMP BASKET	4.76
2.64 DISCOUNT EACH	-0.26
2 0 2.30	
107204 LCC SYSTEM USE ONLY	0.00 H

SUBTOTAL: 450.86

TAX: 32.01

INVOICE 14959 TOTAL: 482.87

DEBIT: 432.87

LCC: 50.00

TOTAL DISCOUNT: 147.10

MYLOWE'S CARD NUMBER: 48100033453338

DEBIT: XXXXXXXXXXXX1503 AMOUNT: 432.87 AUTHCD: 290444  
SWIPE REFID: 370346266, 14 06/03/15 15:25:46  
TRACE: 00000184

PURCHASE	CASH BACK	TOTAL DEBIT
432.87	0.00	432.87

LCC: XXXXXXXXXXXX161 AMOUNT: 50.00 AUTHCD: 001020  
SWIPE REFID: 370290266114 06/03/15 15:24:50

STORE: 2661 TERMINAL: 14 06/03/15 15:25:47  
# OF ITEMS PURCHASED: 15



LOVE'S HW, INC.  
375 STANLEY DRIVE  
FERNLEY, NV 89408 (775) 980-4000

- SALE -

SALES#: S2661JAS 1814509 TRANS#: 2013195 07-16-13

240722 GATORADE FIERCE GRAPE 320	4.36
2.28 DISCOUNT EACH	-0.11
2 0 2.10	
99086 USP 1-1/2-IN X 12-IN STRA	12.18
0.92 DISCOUNT EACH	-0.05
14 0 0.87	
128030 RD GL ULT POI 5/8X45885	31.32
32.97 DISCOUNT EACH	-7.65
107204 LCC SYSTEM USE ONLY	0.00 H

SUBTOTAL: 47.86

TAX: 3.09

INVOICE 02832 TOTAL: 50.95

LCC: 50.95

TOTAL DISCOUNT: 57

MYLOWE'S CARD NUMBER: 48100033453338

LCC: XXXXXXXXXXXX161 AMOUNT: 50.91 AUTHCD: 001089  
KEYED REFID: 013185266102 07/16/13 15:19:55

STORE: 2661 TERMINAL: 02 07/16/13 15:20:10  
# OF ITEMS PURCHASED: 17  
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOVE'S.  
SEE REVERSE SIDE FOR RETURN POLICY.  
STORE MANAGER: STACY BATES

WE HAVE THE LOWEST PRICES, GUARANTEED!  
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.  
SEE STORE FOR DETAILS.

\*\*\*\*\*  
\* YOUR OPINIONS COUNT! \*  
\* REGISTER FOR A CHANCE TO WIN A \*  
\* \$5,000 LOVE'S GIFT CARD! \*  
\* REGISTRESE PARA TENER LA OPORTUNIDAD DE GANAR UNA \*  
\* TARJETA DE REGALO DE LOVE'S DE \$5000! \*  
\* \*  
\* REGISTER BY COMPLETING A QUEST SATISFACIN SURVEY \*  
\* WITHIN ONE WEEK AT: WWW.LOWES.COM/SURVEY \*  
\* YOUR ID # 02892 2661 197 \*  
\* \*  
\* NO PURCHASE NECESSARY \*  
\*\*\*\*\*

From:Kozak Law Firm

To:8827918

06/11/2016 15:48

#283 P.060/125

000000

THE TRAVELERS - DIAMOND BAR CL CLAI  
WORKERS' COMPENSATION UNIT  
P O BOX 6510  
DIAMOND BAR CA 91765-8510  
5A01970

896D 84477601

TRAVELERS

ELIZABETH C MOORE  
11633 FULKERSON ROAD  
FALLON, NV 89406

DATE: 07/14/14  
LOSS DATE: 07/23/08  
FILE NUMBER: 102 CB CBU3304 K

EMPLOYEE  
ELIZABETH C MOORE

ACCOUNT NAME:  
PROFESSIONAL HOSPITAL SUPPLY

TRAVELERS PROP CAS CO OF AMERIC  
EXPLANATION OF PAYMENT

MILEAGE REIMBURSEMENT

SERVICE DATE: 12/02/2013 TO: 06/30/2014

TOTAL PAID: \$646.63

PAYEE:  
ELIZABETH C MOORE

FOR ADDITIONAL INFORMATION, CONTACT: ALLIE UDDIN AT (909)612-3021

190001990

DETACH CHECK

BYRON:121244

DETACH CHECK

This is my mileage  
reimbursement check  
from my Workers  
Comp, That he demanded  
I cash and buy a  
New fridge because  
the old one finally  
died. Same date as  
new fridge was  
purchased.

He had to spend my money!

RA0142

## **EXHIBIT 12A**

**EXHIBIT 12A**

# KENT'S SUPPLY

260 N. Maine Street • Fallon, NV 89406  
(775) 423-2126 • (Fax) 423-1038

Building • Lumber • Hardware • Feed

Order # 1055242 Page # 1  
Date: 05/02/13 Time: 11:05  
SHIPPED TO:

11533 FULKERSON RD  
FALLON, NV 89405

775-885-8485

Exp. Date  
REPRINT 2

Exp. Date

Sales Person  
Katie R.

Terms  
Net 30

P.O./Job

Qty Sold  
256/ EA

Price  
10.552/EA

Qty Sold  
1/EA

Description  
91 12 RAILROAD TIES (RED DUTY)

DELIVERY CHARGE - TAXABLE

Ext Price  
2736.64

Ext Price  
30.00

Total Ship Units: 257.000 EA

2976.90

Deposit taken  
Cash

Total  
2976.90

Tax Amt  
219.25

Tax #  
7.580

Net Pay  
2757.65

X AUTHORIZED CHANGE - SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF SALE

HUGHES0034

## **EXHIBIT 12B**

**EXHIBIT 12B**



**KENT'S SUPPLY**  
Building • Lumber • Hardware • Feed

260 N. Maine Street • Fallon, NV 89406  
(775) 423-2126 • (Fax) 423-1038

252000 FL 032 810  
16 000 1 000 000

DELIVERY CHGE - TAXABLE

X *Signature*  
AUTHORIZED CHARGE - SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF SALE

HUGHES0035

## **EXHIBIT 13A**

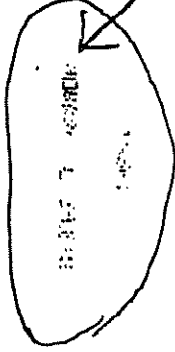
**EXHIBIT 13A**

# KENNY'S SUPPLY

Building • Lumber • Hardware • Feed  
Since 1892

260 N. Main Street • Fallon, NV 89406  
(775) 423-2126 • (Fax) 423-1038

*Sold to me*



RECEIVED

775-665-1205

10/25/2015  
10/22/2015  
10/22

RECEIVED

11832 FULMERSON RD  
775-665-6336 STANISHE  
FALLON, NV 89406

10/25/2015

4-35-

HUGHES0036

120 6015346  
1 0001

DELIVERY CHGE - TAXABLE

128 0124 0028 0000 DR  
BLVDY 4 OK 1 010500 NR

Total Ship Invoice: 129,800 EM

Deposit: 10000.00 06/22/2015 10000.00

Approval # 850283 04/23/2015 504.59  
Deposit taken 7/15/14 - 6/15/14 7/15/14 11/15/14 11/15/14  
Approval 02/15/14

*my credit card*

*5/10/14*

*[Handwritten signature]*

AUTHORIZED PURCHASE. SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF SALE

## **EXHIBIT 14A**

**EXHIBIT 14A**

APN: 007-111-45

(Administrative Special Use Permit) Accessory Dwelling Unit

CHURCHILL COUNTY PLANNING

August 20, 2013

Shaughnan Hughes  
Elizabeth Howard  
11633 Fulkerson Road  
Fallon, NV 89406

Re: APN 007-111-45

Dear Shaughnan and Elizabeth:

This letter is to advise you that on August 19, 2013 I reviewed your request for an administrative special use permit to construct an accessory dwelling on the subject property. Issuance of this administrative special use permit will have no adverse impact to the surrounding parcels.

Therefore your request for an administrative special use permit for an accessory dwelling unit on your property located at 11633 Fulkerson Road, Assessor's Parcel Number 007-111-45, a parcel of land situated in a portion of the Southeast 1/4 of the Southwest 1/4 of Section 8, Township 19 North, Range 27 East, M.D.B.&M. is approved subject to:

- Acquisition of a building permit for the accessory dwelling unit;
- Inspection and approval of the connection to the septic system by the County Building Department;
- Submittal to the Planning Department of an acceptance form to Division of Water Resources regarding the installation of a meter on the domestic well (the form is attached for you);
- Recordation of a deed restriction stating that the building will not be leased or rented separately from the main residence (see acknowledgement at the end of this document);
- Compliance with Churchill County Code; and

You will need to apply for a building permit with the Churchill County Building Department if you have not done so already, located in this building, down the hall from us at 155 North Taylor, Suite 170; their telephone number is 775-428-0264. Should you have any questions, please give us a call at 775-423-7627.

Sincerely,

Michael K. Johnson  
Planning Director

cc: Churchill County Assessor's Office  
Cliff VanWoert, Churchill County Building Dept.  
MKJ:dk

DOC # 436501  
08/20/2013 02:37 PM  
Official Record  
Recording requested by  
CHURCHILL CO PLANNING  
Churchill County - NV  
Joan Sims - Recorder  
Page 1 of 2 Fee \$15.00  
Recorded By: TH RPTT  
436501

HUGHES0032

RA0150

Page 2 of 2

Shaughnan Hughes &amp; Elizabeth Howard

Administrative Special Use Permit - Accessory Dwelling Unit



436501

08/20/2013  
002 of 2

MKJ:dk

## OWNER ACKNOWLEDGEMENT

1. Subject to this notice, the intent of the undersigned owners is to acknowledge participation in a public process, instituted upon their request, resulting in the imposition of the restrictions described above and as per Title 16.24.010 an accessory dwelling unit is for use of housing non-paying temporary guests and are not to be let, leased or rented. The undersigned owners agree that such restrictions be and are imposed without reservation, as a servitude upon all of that certain real property described above.
2. The restrictions imposed upon all of that certain real property described are intended to be a servitude running with the land in perpetuity. Each and every restriction described herein-above shall apply to the owners, their agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.
3. In event of a change of circumstances associated with the special uses of that certain real property described above, the undersigned owners must make application to the Churchill County Planning Commission for amendment, modification, termination or extinguishment of the restrictions herein imposed.

I/we Shaughnan Hughes and Elizabeth Howard understand the conditions placed on this special use permit and agree to comply with them as per this notice.

[Signature]  
Signature (owner)

Date: 8-20-2013

[Signature]  
Signature (owner)

Date: 8-20-2013

155 No. Taylor, Suite 194, Fallon, Nevada 89406 phone 775/423-7627 fax 775/428-0259

HUGHES0033

RA0151

## **EXHIBIT 14B**

**EXHIBIT 14B**

RECEIVED

## ADMINISTRATIVE SPECIAL USE PERMIT APPLICATION

AUG 08 2013

DATE RECEIVED  
FILING FEE CHECK NO.CHURCHILL CO.  
PLANNING DEPT

Check which permit you are applying for:

- ☐ A second permanent dwelling  
☒ An accessory dwelling unit

PROPERTY OWNER NAME: Shaughnon Hughes/Elizabeth HowardPROPERTY ADDRESS: 11633 Fulkerson Rd

MAILING ADDRESS, if different: \_\_\_\_\_

TELEPHONE NUMBER: 775-685-6489 or 775-685-6538APN: 7-111-45 ZONING: \_\_\_\_\_ PARCEL SIZE: 11.09Distance between dwelling units: 10'Type of proposed dwelling: ☒ Stick built ☐ Manufactured Home (Model \_\_\_\_\_, Year \_\_\_\_\_)If applying for an accessory dwelling unit:Square footage of proposed building: 970Will kitchen facilities be included? yesOnly one (1) bathroom? Yes ☒ No ☐Check attachments included with application:Site plan ☒ Deed ☒TCID water right detail ☐ Photographs ☒

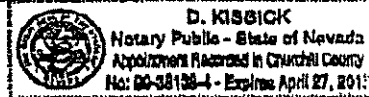
Other, please specify: \_\_\_\_\_

VERIFICATION

State of Nevada)

County of Churchill §

Elizabeth C Howard being duly sworn deposes and says that he/she has an interest in the property described in the foregoing application; that he/she has read said application and knows the contents thereof; that the zoning ordinances for an administrative special use permit have been read, understood and complied with.

Signed E. C. HowardSubscribed and sworn to before me this 8th day of August, 2013by Elizabeth C HowardNotary Public D. Kiseick



From:Kozak Law Firm

To:8827918

08/27/2016 15:49

#283 P.072/125

CHURCHILL COUNTY  
BUILDING DEPARTMENT  
155 N Taylor, Suite 198  
Fallon, Nevada 89406  
Phone (775) 428-0264

Receipt #: 05614  
Paid By: ELIZABETH HOWARD  
Property Owner:  
Address:  
Parcel#:  
Permit#: 00000

Payment Date: 09/16/13  
Amount Paid 1,262.10

<u>Description</u>	<u>Amount</u>
BUILDING PERMIT	1,262.10

Payment by Cash: 1,300.10  
Change: 38.00

## **EXHIBIT 15A**

**EXHIBIT 15A**

LICENSE NO.:  
Nevada - 0004548  
California - 239469



A & K EARTH MOVERS, INC.  
RD. BOX 1080  
FALLON, NEVADA 89407  
DISPATCH: (775) 423-0005  
MAIL: (775) 480-0005

**No. 96416**

### DRIVER TRIP RECORD

[illegible]

HUGHES0065 CONSIGNEE

#283 P.075/125



**No. 96361**

[illegible]

NOTE: NOT RESPONSIBLE FOR ANY DAMAGE BY DELIVERING TRUCK

HUGHE50066 INSIGNEE

From:Kozak Law Firm

To:8827918

06/27/2016 15:50

#283 P.076/125

## **EXHIBIT 15B**

**EXHIBIT 15B**

A&K Earth Movers, Inc.  
P.O. Box 1059  
515 Windmill Dr.  
Fallon, NV 89407-1059  
775 423-8085



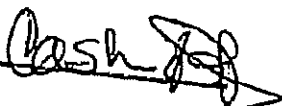
## Invoice 6164

Bill to: Elizabeth Howard 11633 Fulkerson Rd Fallon, NV 89406	Job: 311302 MISC. JOBS - DEL MATERIAL  Fallon, NV
--	--

Invoice #: 6164 Payment Terms: NET DUE UPON RECEIPT Customer Code: 00020	Date: 08/27/13 Customer P.O. #: Salesperson:
--	--

Remarks: FULKERSON ROAD

Quantity	Description	U/M	Unit Price	Extension
281.210	N/S BASE (MHP)	TN	7.50	2,109.08
Subtotal:				2,109.08
Tax:				160.29
Total:				2,269.37

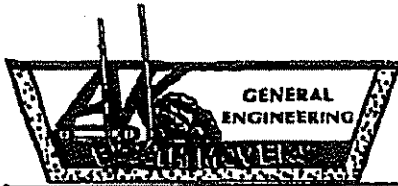
BY: 

OCT 08 2013

**PAID**

## **EXHIBIT 16A**

**EXHIBIT 16A**



00000

A & K EARTH MOVERS, INC  
515 Windmill Dr.  
FALLON, NEVADA 89408  
(775)423-8085  
FAX (775) 423-8340

NEV. CONTRACTOR'S LICENSE #24548  
CALIF. CONTRACTOR'S LICENSE #338483

## RENTAL AGREEMENT and Material Sales

NAME <b>Sean Hughes</b>		TEL NO. <b>885-8538</b>		
ADDRESS <b>11633 Fulkerson Rd.</b>		DATE OUT <b>5/2/13</b>		
Fallon		ACCEPTED BY		JOB # <b>3113-02</b>
ADDRESS EQUIPMENT WILL BE USED		DUE DATE		PO.# <b>Sean</b>
DESCRIPTION OF RENTAL/OPERATOR	HOURS	HOURLY RATE	O/T RATE	CHARGES
108.43 Tons N/S Base ( MHP ) @ \$7.35				\$804.31
			Tax	\$61.13
To pay by <del>check</del> <i>cash</i>				Total <b>\$865.44</b>

0007331

11-24

C/Sec AU 8

1310(9)

Operator ID: 10412327

## CASHIER'S CHECK

0732100503

PAY TO THE ORDER OF

\*\*\*A&amp;K EARTH MOVERS\*\*\*

*Paid by Verda for payment to me  
for her move from  
Swiss to Fallon, Savannah \$100*

\*\*\*Eight hundred sixty-five dollars and 44 cents\*\*\*

\*\*\$865.44\*\*

WELLS FARGO BANK, N.A.  
2311 W WILLIAMS AVE  
FALLON, NV 89408  
FOR INQUIRIES CALL (415) 244-3122

VOID IF OVER US \$ 500.00

*Richard Terry*  
CONTROLLER

⑈0732100503⑈ ⑆121000248⑆4861 511954⑈

<i>PAID OK</i>		<i>732100503</i>	
<i>Kelly Workman</i>			

I HAVE READ AND AGREE TO THE ABOVE AS WELL AS TO THE TERMS AND CONDITIONS AS PRINTED ON THE REVERSE SIDE  
OF THIS RENTAL AGREEMENT.

FOR A &amp; K EARTH MOVERS, INC

FOR RENTER:

BY:

BY:

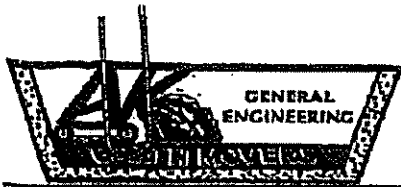
HUGHES0031

RA0161



## **EXHIBIT 16B**

**EXHIBIT 16B**



**A & K EARTH MOVERS, INC**  
 516 Windmill Dr.  
 FALLON, NEVADA 89408  
 (775) 423-8085  
 FAX (775) 423-8340

NEV. CONTRACTOR'S LICENSE #24548  
 CALIF. CONTRACTOR'S LICENSE #339483

## RENTAL AGREEMENT and Material Sales

NAME <b>Sean Hughes</b>		TEL. NO. <b>886-8538</b>	
ADDRESS <b>11833 Fulkerson Rd.</b>		DATE OUT <b>5/2/13</b>	
Fallon		ACCEPTED BY	JOB # <b>3113-02</b>
ADDRESS EQUIPMENT WILL BE USED		DUE DATE	PO.# <b>Sean</b>
DESCRIPTION OF RENTAL/OPERATOR	HOURS	HOURLY RATE	CHARGES
<b>109.43 Tons N/S Base ( MHP ) @ \$7.35</b>			<b>\$804.31</b>
			<b>Tax \$51.13</b>
Total			<b>\$865.44</b>

To pay by *check or cash*

0917321 11:44  
 06-08 AUG 121020

### CASHIER'S CHECK

0732100503

Operator ID: 00001157

PAY TO THE ORDER OF

\*\*\*A&K EARTH MOVERS\*\*\*

*Paid by Verda for payment to her  
 for her move from  
 Suisun to Fallon, Swannah \$100.*

\*\*\*Eight hundred sixty-five dollars and 44 cents\*\*\*

\*\*\*\$865.44\*\*\*

WELLS FARGO BANK, N.A.  
 2211 W WILLIAMS AVE  
 FALLON, NV 89408  
 FOR INQUIRIES CALL (702) 894-3122

*my mother {Verda} paid for  
 gravel as payment to  
 us for her move. I rented  
 the Penske or UHaul for  
 the move.*

VOID IF OVER US \$ 885.44  
*Richard Long*  
 CONTROLLER

⑈0732100503⑈ ⑈121000248⑈4861 511954⑈

<i>PAID CK 732100503</i>			
<i>Kelly Workman</i>			

I HAVE READ AND AGREE TO THE ABOVE AS WELL AS TO THE TERMS AND CONDITIONS AS PRINTED ON THE REVERSE SIDE  
 OF THIS RENTAL AGREEMENT.

FOR A & K EARTH MOVERS, INC

FOR RENTER:

BY:

BY:

HUGHES0089

From:Kozak Law Firm

To:8827918

06/07/2016 15:52

#283 P.082/125

## **EXHIBIT 17A**

**EXHIBIT 17A**

From:Kozak Law Firm

To:8827918

06/25/2012 15:52

#283 P.083/125



HISKETT & SONS, LLC  
P.O. Box 5009  
FALLON, NEVADA 89407-5009

# INVOICE

DATE  
07/25/2012

INVOICE NO.  
65812

(775) 423-2497 FAX (775) 423-1227

BILL TO:

Shaughn Hughes  
11633 Fulkerson  
Fallon, NV, 89406

SPREAD ON TOP  
CALL FOR DELIVERY  
WED-THURS

685-6533

*Handwritten:* Fund

P.O. NUMBER		TERMS	PROJECT
		NET 30TH	
QUANTITY	DESCRIPTION	RATE	AMOUNT
24	CYD(S) OF 1" CONCRETE ROCK - DELIVERY ZONE 2 CHURCHILL COUNTY SALES TAX	18.50 7.60%	-144.00T 11.04
<div><i>Handwritten:</i> pd ✓ #1003</div>		TOTAL	\$477.74

HUGHES0069

RA0165

From:Kozak Law Firm

To:8827918

08/27/2016 15:52

#283 P.084/125



HISKETT & SONS, LLC

P.O. Box 5009  
FALLON, NEVADA 89407-5009

# INVOICE

DATE

INVOICE NO.

9/24/2012

65789

(775) 423-2497 FAX (775) 423-1227

BILL TO:

Shaughn Hughes  
11633 Fulkerson  
Fallon, NV 89406

SPREAD TYPE II

1.00

BRUCE

P.O. NUMBER		TERMS	PROJECT
		NET 30TH	
QUANTITY	DESCRIPTION	RATE	AMOUNT
44	YARD(S) OF TYPE II - DELIVERY ZONE 2 CHURCHILL COUNTY SALES TAX	16.25 7.60%	715.00T 54.34
P.O. #1002			
[Signature]		TOTAL	\$769.34

HUGHES0070

RA0166

From:Kozak Law Firm

To:8827918

06/27/2016 15:53

#283 P.085/125



HISKETT & SONS, LLC  
P.O. Box 5009  
FALLON, NEVADA 89407-5009

# INVOICE

DATE  
9/25/2012

INVOICE NO.  
65812

(775) 423-2497 FAX (775) 423-1227

BILL TO:

Shaughn Hughes  
11633 Fulkerson  
Fallon, NV 89406

SPREAD ON TOP  
CALL FOR DELIVERY  
WED-THURS

P.O. NUMBER		TERMS	PROJECT
		NET 30TH	
QUANTITY	DESCRIPTION	RATE	AMOUNT
24	CYD(S) OF 1" CONCRETE ROCK - DELIVERY ZONE 2 CHURCHILL COUNTY SALES TAX  <i>part of garage was paid for by me in garge money Elizabeth Howard</i> <i>pl. V#1023 9-28-16.</i> <i>duplicate Receipts</i> <i>0081 x 0069</i>	18.50 7.60%	444.00T 33.74
		TOTAL	\$477.74

HUGHE50081

RA0167

From:Kozak Law Firm

To:8827918

06/22/2016 15:53

#283 P.086/125

## **EXHIBIT 17B**

**EXHIBIT 17B**

10:58 AM

03/18/16

**Hiskett & Sons LLC**  
**Customer QuickReport**  
All Transactions

Type	Date	Num	Memo	Account	Clr	Split
Hughes, Shaughn-Elizabeth Howard						
Invoice	09/24/2012	65789		175 - ACCOUNTS R...		-SPLIT-
Invoice	09/25/2012	65812		175 - ACCOUNTS R...		-SPLIT-
Payment	09/28/2012	1002	By Elizabeth Howard	1499 - Undeposited ...	X	175 - ACCOU...
Payment	09/28/2012	1003	By Elizabeth Howard	1499 - Undeposited ...	X	175 - ACCOU...
Invoice	03/28/2013	67037		175 - ACCOUNTS R...		-SPLIT-
Payment	04/04/2013	Visa		1499 - Undeposited ...	X	175 - ACCOU...

*paid*  
\$ 1392.89



From:Kozak Law Firm

To:8827918

06/27/2016 15:53

#283 P.088/125

10:58 AM

03/18/16

**Hiskett & Sons LLC**  
**Customer QuickReport**  
All Transactions

---

Amount

789.34  
431.21  
789.34  
477.74  
192.34  
149.81

# HISKETT & SONS

## Ready Mix

BLT  
HTR PLASTERING  
CHUGACH  
C C S D  
C CO  
HTR  
FLAZIER MASONRY  
C C CO.

9-24-12 check

HOWARD ELIZABETH 32934 ✓  
" " 47774 ✓

~~CAROLAN DAWY 1412~~

BOOTH TONY 1596 ✓

DLC 1591 ✓

T B C 15779 ✓

F BUILT 1222 ✓

DAN O 14100 ✓

DARON TOM 110 ✓

PAW HIDE MIXING 3418 ✓

SAND HILL DAILY 10446 ✓

LLANAS FTR 24024 ✓

" " 2424 ✓

HIN SING 2424 ✓

SEAGUINIA 2424 ✓

MAKERSEN 2424 ✓

MAKOR 2424 ✓

CA 9-24-12

9/20

9/20

9/20

9/20

9/24

9/24

9/24

9/25

9/25

STREETVIEW DUPLICATE CHECKS WITHOUT CHECK BOX

☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO

FOR EMPLOYEE

1803

9-25-12

*Shirley & Sons*  
*Four hundred Seventy Seven & 00*

477.74

Gravel

POWERED ALE

From:Kozak Law Firm

To:8827918

06/27/2016 15:54

#283 P.091/125

## **EXHIBIT 18A**

**EXHIBIT 18A**



Dan O Construction, LLC  
 749 River Village Drive  
 Fallon, NV 89406  
 Phone # (775)745-1658  
 E-mail jbozners@ccocomm.net

## Estimate

Date	Estimate #
5/20/2013	4

Customer
Shawn and Liz Howard 11633 Fulkerson Rd. Fallon, NV 89406

Item	Description	Rate	Total
03 Excavation	Build pad with 6" type 2 base wet and compacted with blade. Digging of 2'x14"x140' of perimeter footings.		0.00
04 Concrete	Placement of 3500 psi concrete, finish to smooth finish, saw cut, and installation of 1-3'x3' door stoop.	10,200.00	10,200.00
02 Site Work	Excavator digging of utilities, guesstimation only	70.00	1,120.00
14 Plumbing	Power, water, septic to be brought from house to new dwelling material only. Note this is just a guesstimate.	300.00	300.00
		<b>Total</b>	<b>\$11,620.00</b>

Signature \_\_\_\_\_

Signature \_\_\_\_\_

HUGHE50083



Dan O Construction, LLC  
 749 River Village Drive  
 Fallon, NV 89406  
 Phone # (775)745-1658  
 E-mail jhomers@ccnomm.net

## Estimate

Date	Estimate #
6/7/2016	9

Customer
Shawn and Liz Hughes 11633 Fulkerson Rd Fallon, NV 89406

Item	Description	Rate	Total
01 Plans and Permits	Plans and Permits	0.00	0.00
04 Concrete	26'x40'x8" with 8' tall basement walls price may change due to county officials mark ups on plans.	23,882.00	23,882.00
03 Excavation	Digging and installing 70lf +/- of 1" PVC water line from water main to new dwelling, installation of 2 shut off valves 1 at main intersection and 1 located just out side of new dwelling.	455.00	455.00
03 Excavation	Digging and installation of 2" conduit for power from box at street to new dwelling.	410.00	410.00
03 Excavation	Digging and installation of 4" SDR sewer pipe and 1 clean out riser at exterior of new dwelling.	341.00	341.00
03 Excavation	Digging and installation of 2- 60' chamber style septic lines.	2,000.00	2,000.00
Site has been physically inspected and all work will be done per scope of work.		<b>Total</b>	<b>\$27,088.00</b>

Signature \_\_\_\_\_

Signature \_\_\_\_\_

HUGHES0084

---

## Dan O Construction LLC

To Whom It May Concern,

In November of 2013 this company performed work at the residence of Shawn Hughes, 11633 Fulkerson Rd, Fallon, NV. That work entailed the completion of a concrete basement and leveling of driveway gravel. During the project Mr. Hughes assisted in the completion of work.

Mr. Hughes' assistance entailed the exposing of 200 plus yards of top soil which was removed from an 8' deep basement. He also operated equipment and provided and scheduled his own trucks to haul off the top soil. In addition he performed miscellaneous labor to assist with underground utilities, blanketing and blanket removal of basement concrete slab and the clean-up of forms and debris. The following prices are estimates of the additional costs to Mr. Hughes had he not assisted with the project:

30 Loads haul off of and dump - \$100/load	= \$3,000
16 hours on S44 Loader, loading and moving topsoil - \$100/hr	= \$1,600
Misc. Labor 10 hours - \$25/hr	= \$250
Total Savings	= \$4,850

Sincerely,



Jason Homer



749 River Village Dr  
Fallon, NV 89406

PHONE 775-745-1658  
EMAIL jhomer@ccoconm.net

---

HUGHES0082

From:Kozak Law Firm

To:8827918

06/27/2016 15:55

#283 P.095/125

## **EXHIBIT 18B**

**EXHIBIT 18B**



## CONSTRUCTION BID FORM

### OWNER INFORMATION

Name Shawn and Liz Hughes  
Address 11833 Fulkerson Rd.  
City, State ZIP Fallon, NV 89408  
Phone 775-685-8538  
Email

Project name Stairway to business

### CONTRACTOR INFORMATION

Company Dan O Construction LLC  
Name Jason Homer  
Address 749 River Village Dr.  
City, State ZIP Fallon, NV 89408  
Phone 775-423-5760  
Email danoconstruction@cccomm.net  
Completion date 10/25/2013

### SCOPE OF WORK

Project scope to include installation of 26'x40'x8' tall basement wall and lower concrete floor. Installation of water line to new dwelling, septic line to house, power underground to house. And installation of 2 new 60' septic lines.

### NOT INCLUDED

Hookup at house of any electrical, sewer, water or gas. Permits, compaction testing and concrete testing, also not to include cold weather protection. (Concrete additives, and labor for blankets)

### COMPANY PROPOSAL

We at Dan O Construction propose to do all work to spec and code for the amount of \$27,088.00 NOTE that we will be requiring a deposit of half of total before work can commence. Amount of \$13,544.00 the remaining half shall be paid in full upon completion of work.

13,600.00 paid

Jason Homer  
Submitted by (Company Representative)

10/25/2013  
Date

### OWNER ACCEPTANCE

I, \_\_\_\_\_ do accept price and agree to all payments listed above.

Liz Hughes  
Submitted by (home owner or authorized representative)

10-2-2013  
Date

Dan O Construction, LLC  
749 River Village Drive  
Fallon, NV 89406

## Sales Receipt

Date	Sale No.
12/12/2013	2

Sold To
Shawn and Liz Hughes 11633 Fulkerson Rd Fallon, NV 89406

Description	Qty	Rate	Amount
Paid payment of \$13,600.00 for half of project consisting of digging of basement hole, concrete material and labor. Received the date of October 2 2013		13,600.00	13,600.00
Thank you for your business.		Total	\$13,600.00

Dan O Construction, LLC

749 River Village Drive  
Fallon, NV 89406**Sales Receipt**

Date	Sale No.
12/12/2013	1

Sold To
Shawn and Liz Hughes 11633 Fulkerson Rd Fallon, NV 89406

Check No.		Payment Method	Project
		Cash	
Description	Qty	Rate	Amount
Paid in full of total amount 1,800.00. For service provided of 16 hrs of Cat blade, 11 hrs of 544 front end loader, and 8hrs with ASV 50 skidsteer to complete placement and leveling of type @ base around designated areas around new dwelling and property.		1,800.00	1,800.00
We appreciate your prompt payment.		<b>Total</b>	\$1,800.00

From:Kozak Law Firm

To:8827918

06/22/2016 15:56

#283 P.099/125

Dan O Construction, LLC

749 River Village Drive  
Fallon, NV 89406

## Sales Receipt

Date	Sale No.
12/12/2013	3

Sold To
Shawn and Liz Hughes 11633 Fulkerson Rd Fallon, NV 89406

Description	Qty	Rate	Amount
Payment recived in the amount of \$11,500.00 for pouring of basement walls, floor, and installation of underground utilities to house. Received on the date of November 14, 2013		11,500.00	11,500.00
Thank you for your business.		<b>Total</b>	\$11,500.00

Dan O Construction, LLC

749 River Village Drive  
Fallon, NV 89406**Invoice**

Date	Invoice #
12/2/2013	34

Bill To
Shawn and Liz Howard 11633 Fulkerson Rd. Fallon, NV 89406

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Blade 16 hrs at \$ 95.00 hr	1,520.00	1,520.00
	Loader at 11 hrs at \$ 80.00 hr	880.00	880.00
	Skidsteer at 8 hrs at \$ 60.00 hr	480.00	480.00
	Removal of drain rock, perforated pipe, filter cloth, and labor from original bid. Total amount of \$550.00 will be subtracted from \$2,880.00 for a grand total of <u>\$2,330.00</u> which is owed for this invoice.	0.00	0.00
<div style="text-align: center;"> <del>\$2,000.00</del>  <u>1,800.00</u>  <i>paid in full</i>  <i>12-11-13</i> </div>			

All work is complete!

Phone #	Fax #	Total
(775)423-5760	(775)423-4243	<del>\$2,880.00</del>

Dan O Construction, LLC

749 River Village Drive  
Fallon, NV 89406**Invoice**

Date	Invoice #
12/2/2013	34

Bill To
Shawn and Liz Howard 11633 Fullerton Rd. Fallon, NV 89406

PAID  
03/27/2014

		P.O. No.	Terms	Project
			Due on receipt	
Quantity	Description	Rate	Amount	
	Blade 16 hrs at \$ 95.00 hr	1,520.00	1,520.00	
	Loader at 11 hrs at \$ 80.00 hr	880.00	880.00	
	Sikidsteer at 8 hrs at \$ 60.00 hr	480.00	480.00	
	Removal of drain rock, perforated pipe, filter cloth, and labor from original bid. Total amount of \$550.00 will be subtracted from \$2,880.00 for a grand total of \$2,330.00 which is owed for this invoice.	0.00	0.00	
All work is complete!		Total	\$2,880.00	
Phone #		Fax #		
(775)745-1658				

HUGHES0085

## **EXHIBIT 19A**

**EXHIBIT 19A**

Frank @ Lahontan Valley Electric

10

RA0185



# INVOICE

100

SOLD TO		SHIP TO	
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	
CUSTOMER ORDER NO.		TERMS	
SOLD BY		F.O.B.	
QUANTITY	UNIT	PRICE	DATE
DESCRIPTION			
Pd. 1-19-14		1-17-14	
Electrical for garage		1200.00	

## **EXHIBIT 19B**

**EXHIBIT 19B**

LAHONTAN VALLEY ELECTRIC  
 NV License 23788  
 P.O. Box 1894  
 Fallon, NV 89407  
 (702) 423-6381

# PROPOSAL

No.

Date

Sheet No.

## Proposal Submitted To:

Name Elizabeth Howard

Street 11633 Fulkerson Road

City Fallon

State NV

Phone

## Work To Be Performed At:

Street 11633 Fulkerson Rd

City Fallon

State NV

Date of Plans

Architect

We hereby propose to furnish the materials and perform the labor necessary for the completion of

electrical for new dwelling as shown on drawings with  
 following ranges: return neutral recepts in basement to 5  
 with 120 volt wiring to be in conduit. Circuit provided  
 for swamp cooler. Price also includes replacing of existing  
 100 amp panel with 200 Amp panel; re-wiring existing circuits  
 complete with 1/2" copper new dwelling and garage  
 and new meter in power post to new dwelling and from  
 new dwelling to new panel provided @ garage. Duplex g.  
 recept. only provided @ garage. Price does not include  
 light fixtures and lamps per mts or hook up fees. Installation  
 of light fixtures is included.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and  
 specifications submitted for above work and completed in a substantial workmanlike manner for the sum of  
 with payments to be made as follows: 1. upon completion of service charge Dollars (\$7350.00)  
 2. upon completion of rough in \$2350.00 at completion of work.

Any alteration or deviation from above specifications involving extra  
 costs, will be executed only upon written orders, and will become an  
 extra charge over and above the estimate. All agreements contingent  
 upon strikes, accidents or delays beyond our control. Owner to carry  
 fire, tornado and other necessary insurance upon above work. Work-  
 men's Compensation and Public Liability Insurance on above work to be  
 taken out by

Respectfully submitted

Per

Note—This proposal may be withdrawn by us if not accepted  
 within 5 days.

## ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.  
 Payment will be made as outlined above.

Signature

Signature

Date 1-7-2014

**INVOICE**

401471

SOLD TO <i>Elizabeth Howard</i>		SHIP TO		
ADDRESS		ADDRESS		
CITY, STATE, ZIP		CITY, STATE, ZIP		
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	
		DATE <i>3-26-14</i>		
ORDERED	SHIPPED	DESCRIPTION	PRICE UNIT AMOUNT	
		completion of electrical		2350.00
		add: RV recept, 2 more exterior 120V 1 recess can	LOT	275.00
				2575.00
		re (2) Jeds		2375.00
		remainder		200.00

LAHONTAN VALLEY ELECTRIC  
 NV License 23788  
 P.O. Box 1634  
 Fallon, NV 89407  
 (702) 423-8881

**INVOICE**

401462

SOLD TO <i>Elizabeth Howard</i>		SHIP TO		
ADDRESS		ADDRESS <i>Fulkerson Rd.</i>		
CITY, STATE, ZIP		CITY, STATE, ZIP		
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	
		DATE <i>1-9-14</i>		
ORDERED	SHIPPED	DESCRIPTION	PRICE UNIT AMOUNT	
		replace & upgrade main service from 100 AMP to 200 AMP		
		per proposal due		1000.00
		<i>Paid 1-9-14</i>		

#283 P.108/125

NV License 23788  
 P.O. Box 1634  
 Fallon, NV 89407  
 (702) 423 6361

401469

[illegible]

## **EXHIBIT 20A**

**EXHIBIT 20A**

## Sheet1

Funds transferred to Fulkerson along with Cash given to assist with Fulkerson Property.

Transfers date	to who	for	To Shaughnan	To Elizabeth
Year 2012				
06/14/12	Shaughnan	Allowance for girls	\$80.00	
06/29/12	Shaughnan	help	\$80.00	
08/08/12	Shaughnan	help	\$80.00	
08/08/12	Shaughnan	trk title	\$20.00	
10/01/12	Shaughnan	girls allowance	\$80.00	
10/05/12	Shaughnan	dinner for fadin	\$50.00	
10/08/12	liz	test transfer		\$10.00
10/10/12	liz	help on garage		\$750.00
10/11/12	liz	help on garage		\$750.00
11/01/12	Shaughnan	allowance for girls	\$80.00	
11/05/12	Shaughnan	sav. B day	\$70.00	
11/08/12	Shaughnan	report card \$	\$70.00	
11/28/12	Shaughnan	for gold nugget	\$70.00	
12/10/12	liz	help on garage		\$500.00
12/12/12	liz	help for chain saw		\$300.00
12/13/12	liz	for f250 fitbd		\$500.00
12/24/12	shawm	clothes for sav	\$66.00	
12/25/12	liz cash chri	Christmas		
12/31/12	shawm	girls allowance	\$80.00	150.00
Liz plus: sewing machine from amazon + accessory basket for machine + camera tripod.				
} Shaughnan took + hid. I already paid for the garage all for Shaughnan's Truck + chainsaw.				
Year 2013				
01/12/13	liz	help on chain saw		\$300.00
01/12/13	liz	help on ford trk		\$500.00
01/24/13	Shaughnan	wk clos for sav	\$66.00	
01/31/13	Shaughnan	girls allowance	\$80.00	
02/01/13	Shaughnan	girls allowance	\$80.00	
04/01/13	Shaughnan	girls Allow + dinner	\$130.00	
05/01/13	Shaughnan	girls allowance	\$80.00	
06/28/13	Shaughnan	girls allowance	\$80.00	
07/02/13	liz	help on garage		\$100.00
Savannah + Fallon's cell phone activation Page 1				
} For Shaughnan's Ford F-250 + chainsaw ? huh! For Fallon + Savannah cell phones!				

## Sheet1

08/21/13	Liz cash	help on garage			never happened! \$2,000.00
08/21/13	Shaughnan	needed help	** visiting and brought cash for garage.	\$200.00	
09/03/13	Shaughnan	girls allowance		\$100.00	
09/08/13	Shaughnan	school supp		\$100.00	
09/16/13	Shaughnan	extra for s&f		\$300.00	
09/27/13	Liz	extra for girls			
11/04/13	Shaughnan	girls allowance		\$100.00	
11/27/13	Shaughnan	Help & reload		\$200.00	
12/13/13	Shaughnan	cell phone		\$50.00	
12/13/13	Shaughnan	gas for reno trip		\$50.00	
12/16/13	Shaughnan	help for Christmas		\$700.00	
12/16/13	Shaughnan	toyota reg		\$100.00	
12/24/13	Liz	for Christmas			
12/24/13	Shaughnan	For Christmas		\$350.00	\$100.00
12/31/13	Shaughnan	Allow + phone		\$150.00	
12/25/13	Liz cash	For Christmas			
Year 2014			Liz plus Pressure cooker + two hot plates.	\$150.00	
01/03/14	Shaughnan	Hosp & meds		\$100.00	
01/17/14	Shaughnan	gar, elect		\$750.00	
01/30/14	Shaughnan	new yr dinner		\$50.00	
01/30/14	Liz	Christmas p cook			
01/30/14	Shaughnan	med ex & meds		\$120.00	
01/12/14	Liz cash	chiropractor			
02/03/14	Shaughnan	allowance		\$100.00	
02/28/14	Shaughnan	allowance		\$100.00	
03/12/14	Shaughnan	dr's visit		\$200.00	
✓ 03/18/14	Liz	for girls			
03/18/14	Shaughnan	med bills		\$450.00	
03/20/14	Shaughnan	Incubator		\$150.00	
04/01/14	Shaughnan	help		\$100.00	
04/01/14	Liz	Girls & phone	} N/A didn't get!		
04/08/14	Liz	cell phone bill			
05/05/14	Shaughnan	Allow & phone		\$150.00	
✓ 05/05/14	Liz	1 <sup>st</sup> aid sup			
05/07/14	Shaughnan	gun powder		\$350.00	



## Sheet1

05/19/14	Shaughnan	for liz b day	\$100.00
05/20/14	Shaughnan	for money ord	\$750.00
05/21/14	Shaughnan	for money ord	\$350.00
06/02/14	Shaughnan	Allow & phone	\$375.00
06/17/14	Shaughnan	help	\$30.00
07/08/14	Shaughnan	dr bill	\$200.00
07/18/14	Shaughnan	labs for sav	\$200.00
10/08/14	Shaughnan	help	\$378.20
11/03/14	sha/big R	safe for FFL	\$1,545.14
11/17/14	savannah	boot bam	\$187.40
12/25/14	Liz Cash	Christmas	

Year 2013

03/20/15 liz

Totals sent by me

car repair



95 Toyota  
4 Runner  
they stole.

-- 150.00  
-- plus 5TB side dr.  
for Christmas. 135.00

\$10,457.74

\$418.53  
car repairs on  
the 95 Toyota  
4 runner they  
stole,  
\$7,451.53

From:Kozak Law Firm

To:8827918

08/11/2016 16:02

#283 P.113/125

## **EXHIBIT 20B**

**EXHIBIT 20B**

**Wells Fargo Way2Save® Savings**

Account number: 7736279147 ■ October 4, 2012 - October 31, 2012 ■ Page 1 of 3



ELIZABETH HOWARD  
11833 FULKERSON RD  
FALLON NV 89406-6376

**Questions?**

Available by phone 24 hours a day, 7 days a week:

**1-800-TO-WELLS** (1-800-868-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (8 am to 7 pm PT, M-F)

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A. (825)  
P.O. Box 6895  
Portland, OR 97228-6895

**You and Wells Fargo**

Keep things simple. Online Statements duplicate your traditional paper bank statement and you can access your financial information 24 hours a day from anywhere you have access to the Internet. Reduce clutter and save the environment at the same time. Sign up for and view your Online Statements at wells Fargo.com.

**Activity summary**

Beginning balance on 10/4	\$0.00
Deposits/Additions	4,650.02
Withdrawals/Subtractions	- 0.00
Ending balance on 10/31	\$4,650.02

Account number: 7736279147

ELIZABETH HOWARD

Nevada account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 321270742

**Interest summary**

Interest paid this statement	\$0.02
Average collected balance	\$3,181.42
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.02
Interest paid this year	\$0.02

**Transaction history**

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
10/5	Savings Opening Deposit			
10/9	Transfer From Hughes John Ref #Ppc0Kp7Y3 Test Transfer. Let ME Know If This Got to	1,000.00		1,000.00
		10.00		1,010.00
10/11	Transfer From Hughes John Ref #Ppammm9Rz for Assistance on Garage. Love Ya Dad	750.00		1,760.00

I bought a \$3000.00  
Ford F-250 1992 for  
Shaughnessy, only IF  
he could pay me back.  
His father owns a business A. and parking

I had already  
built garage.

(825)  
Sheet 6 of 14  
Sheet 6 of 14

Account number: 7736279147 ■ October 4, 2012 - October 31, 2012 ■ Page 2 of 3

**Transaction history (continued)**

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
10/12	Transfer From Hughes John K et al Appointing for Assistance on Garage Love Ya Dad	750.00		2,510.00
10/16	ATM Cash Deposit - 10/14 Mach ID 6562G 2211 W Williams Ave Fallon NV 89705 0006596	140.00		2,650.00
10/18	Deposit Made in A Branch/Store			
10/31	Interest Payment	2,000.00		4,650.00
	Ending balance on 10/31	0.02		4,650.02
	Totals	\$4,650.02	\$0.00	4,650.02

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

**Wells Fargo Way2Save<sup>®</sup> Savings**

Account number: 7736279147 ■ November 1, 2012 - November 30, 2012 ■ Page 1 of 3



ELIZABETH HOWARD  
11833 FULKERSON RD  
FALLON NV 89406-6376

**Questions?**

Available by phone 24 hours a day, 7 days a week:

**1-800-TO-WELLS** (1-800-868-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (8 am to 7 pm PT, M-F)

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A. (825)

P.O. Box 6995

Portland, OR 97228-6995

**You and Wells Fargo**

Thank you for being a Wells Fargo customer. We appreciate your business and understand that you are entrusting us with your banking needs. Let us assist you in finding the right accounts and services to help you reach your financial goals. Please visit us online at wells Fargo.com, call us at the number at the top of your statement, or visit any Wells Fargo store - we'd love to hear from you!

**Activity summary**

Beginning balance on 11/1	\$4,650.02
Deposits/Additions	0.03
Withdrawals/Subtractions	- 850.00
Ending balance on 11/30	\$4,000.05

Account number: 7736279147

ELIZABETH HOWARD

Nevada account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 321270742

**Interest summary**

Interest paid this statement	\$0.03
Average collected balance	\$4,153.35
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.03
Interest paid this year	\$0.06

Account number: 7736279147 ■ November 1, 2012 - November 30, 2012 ■ Page 2 of 3



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**Transaction history**

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Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
11/7	* Online Transfer Ref #1bemtymxt to Way2Save Checking xxxxxx8837 on 11/07/12		600.00	4,050.02
11/21	* Online Transfer Ref #1boqr6SSq4 to Way2Save Checking xxxxxx8037 on 11/21/12		50.00	4,000.02
11/30	Interest Payment	0.03		4,000.05
Ending balance on 11/30				4,000.05
Totals		\$0.03	\$650.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

\* Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.

**Wells Fargo Way2Save® Savings**

Account number: 7736279147 ■ December 1, 2012 - December 31, 2012 ■ Page 1 of 4

**WELLS  
FARGO**ELIZABETH HOWARD  
11633 FULKERSON RD  
FALLON NV 89406-6376**Questions?**

Available by phone 24 hours a day, 7 days a week:

**1-800-TO-WELLS** (1-800-869-3557)

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華語 1-800-288-2288 (8 am to 7 pm PT, M-F)

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A. (625)  
P.O. Box 6995  
Portland, OR 97228-6995**You and Wells Fargo**

Getting ready for tax season can be a hassle! Creating a checklist, and preparing in advance will set you up for a successful meeting with your tax preparer. Remember to bring your deposit routing and account number when preparing your taxes and you may be able to take advantage of using direct deposit for your tax refund into one of your Wells Fargo checking or savings accounts.

**Activity summary**

Beginning balance on 12/1	\$4,000.05
Deposits/Additions	1,575.02
Withdrawals/Subtractions	- 5,500.00
Ending balance on 12/31	\$75.07

Account number: 7736279147.

ELIZABETH HOWARD

Nevada account terms and conditions apply

For Direct Deposit and Automatic Payments use  
Routing Number (RTN): 321270742**Interest summary**

Interest paid this statement	\$0.02
Average collected balance	\$1,691.98
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.02
Interest paid this year	\$0.07

**Transaction history**

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
12/10	Recurring Transfer Ref #Opeqr8Mvkh From Way2Save Checking xxxxxx8637			
12/10	* Online Transfer Ref #lbec83S2Ph to Way2Save Checking xxxxxx0037 on 12/10/12	25.00		
12/11	Transfer From Hughes John Ref #Ppe8928B2Q This is The Last of My Commitment	500.00	2,000.00	2,025.05
				2,525.06

↑  
Towards shaughnan's  
Truck.

Account number: 7736279147 ■ December 1, 2012 - December 31, 2012 ■ Page 2 of 4



## Transaction history (continued)

*all for Shaughnan!*

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily Balance
12/12	Transfer From Hughes John Ref # Ppmv8Lrtn 1/2 of Chain Saw AS Agreed.	300.00		
12/13	Transfer From Hughes John Ref # Ppmv8Lrtn 1/2 of Chain Saw AS Agreed.	500.00		2,825.05
12/13	Withdrawal Made In A Branch/Store			
12/19	* Online Transfer Ref #lbeinf3Ds to Way2Save Checking xxxxxx8637 on 12/19/12		2,200.00	1,125.05
12/27	Deposit Made In A Branch/Store		1,000.00	125.05
12/31	* Online Transfer Ref #lbeinf3Ds to Way2Save Checking xxxxxx8637 on 12/29/12	250.00		375.05
12/31	Interest Payment		300.00	
Ending balance on 12/31		0.02		75.07
Totals		\$1,575.02	\$5,500.00	75.07

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

\* Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.

## IMPORTANT ACCOUNT INFORMATION

We want to let you know of important upcoming changes.

Effective April 1, 2013, the Legal Process Fee which includes levy, writ, garnishment, and any other legal document that requires funds to be attached will be \$125 each.

If you have questions about these changes, or would like a complimentary financial review to ensure that you have the right accounts to meet your financial goals, please contact your local banker or call the phone number listed at the top of your statement.

We want to let you know of important upcoming changes to your Wells Fargo consumer savings account.

Effective April 1, 2013, the Excess Activity Fee for Savings Accounts will be \$15 per item. If you have questions about these changes, or would like a complimentary financial review to ensure that you have the right accounts to meet your financial goals, please contact your local banker or call the phone number listed at the top of your statement.

Effective February 7, 2013, a new federal regulation requires us to disclose all of the fees that will be charged for outgoing international wire transfers initiated by consumers. These fees will be different from the fees that have been previously provided to you and will be disclosed to you at the time you request the transaction.

Effective February 7, 2013, the subsection titled "Laws governing your account" in the Consumer Account Agreement is modified to add a new second paragraph reading: "Any funds transfer (including a wire transfer) that is a "remittance transfer" as defined in Regulation E, Subpart B, shall be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles."

Revised Agreement for Online Banking  
We've updated our Online Access Agreement.



**Wells Fargo Way2Save® Checking**

Account number: 8814608637 ■ December 22, 2012 - January 23, 2013 ■ Page 1 of 5



ELIZABETH HOWARD  
11633 FULKERSON RD  
FALLON NV 89406-6376

**Questions?**

Available by phone 24 hours a day, 7 days a week:

**1-800-TO-WELLS** (1-800-868-3557)

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En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

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P.O. Box 6995  
Portland, OR 97228-6995

**You and Wells Fargo**

Getting ready for tax season can be a hassle! Creating a checklist, and preparing in advance will set you up for a successful meeting with your tax preparer. Remember to bring your deposit routing and account number when preparing your taxes and you may be able to take advantage of using direct deposit for your tax refund into one of your Wells Fargo checking or savings accounts.

**Account options**

A check mark in the box indicates you have these convenient services with your account. Go to [wellsfargo.com](http://wellsfargo.com) or call the number above if you have questions or if you would like to add new services.

Online Banking	<input checked="" type="checkbox"/>	Direct Deposit	<input type="checkbox"/>
Online Bill Pay	<input type="checkbox"/>	Auto Transfer/Payment	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>	Overdraft Protection	<input type="checkbox"/>
Mobile Banking	<input type="checkbox"/>	Debit Card	<input type="checkbox"/>
My Spending Report	<input checked="" type="checkbox"/>	Overdraft Service	<input checked="" type="checkbox"/>

**Activity summary**

Beginning balance on 12/22	\$1,000.18
Deposits/Additions	10,100.00
Withdrawals/Subtractions	- 7,161.33
Ending balance on 1/23	\$3,938.85

Account number: 8814608637

ELIZABETH HOWARD

Nevada account terms and conditions apply

For Direct Deposit and Automatic Payments use  
Routing Number (RTN): 321270742

**Overdraft Protection**

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Account number: 8814608037 ■ December 22, 2012 - January 23, 2013 ■ Page 2 of 5



## Transaction history

Date	Check Number	Description	Depositor/ Additions	Withdrawals/ Subtractions	Ending daily balance
12/24		Check Crd Purchase 12/22 Jiffy Lube #3245 Fairfield CA			
12/24	434257xxxxx3875	002357850672624 ?McC=7538		40.78	
12/24		Check Crd Purchase 12/22 Taco Bell #28843 Suisun City CA			
12/24	434257xxxxx3875	082356006482755 ?McC=6814		11.96	
12/24		Check Crd Purchase 12/23 Michael David Wine Lodi CA			
12/24	434257xxxxx3875	282358785581000 ?McC=7891		38.18	
12/24		POS Purchase - 12/23 Mach ID 000000 Dollar Tree Sto Suisun City			
12/24	CA 9875	000000009538830B1 ?McC=5331		28.02	
12/24		POS Purchase - 12/24 Mach ID 000000 Plaza Oliver Fairfield CA			
12/24	9875	00382359878039202 ?McC=5542		32.00	848.22
12/26		Check Crd Purchase 12/24 Vitamin Adventure Fairfield CA			
12/26	434257xxxxx3875	282358674100168 ?McC=5812		80.25	
12/26		POS Purchase - 12/26 Mach ID 000000 Wal Mart 2453 Fallon NV			
12/26	3875	00000000750014402 ?McC=5411		166.65	602.42
12/27		POS Purchase - 12/27 Mach ID 000000 Cabelas Re8650 Boomtown			
12/27	Verdi NV 9875	00382352503840856 ?McC=5841		74.80	627.46
12/28		POS Purchase - 12/28 Mach ID 000000 Sportsmans3300 Kietzke			
12/28	Reho NV 3875	00582363736978804 ?McC=5841		204.47	
12/28		POS Purchase - 12/28 Mach ID 000000 Wal Mart Super Reno NV			
12/28	3875	0000000005201886 ?McC=5411		31.25	281.73
12/31		Deposit Made In A Branch/Store			
12/31		Online Transfer Ref #1bexk448D From Way2Save Savings	9,600.00		
12/31		xxxxx9147 on 12/28/12	300.00		
12/31		Check Crd Purchase 12/26 Pioneer Crossing C Fomley NV			
12/31	434257xxxxx3875	002351678916854 ?McC=5812		25.86	
12/31		Check Crd Purchase 12/28 McDonald's F6282 Fallon NV			
12/31	434257xxxxx3875	10236358748034 ?McC=5814		15.88	
12/31		Check Crd Purchase 12/28 Burger King #6717 Fallon NV			
12/31	434257xxxxx3875	182362623038785 ?McC=5814		12.56	
12/31		Check Crd Purchase 12/28 Love B Country0000 Fomley NV			
12/31	434257xxxxx3875	082363681322893 ?McC=5542		30.00	
12/31		Check Crd Purchase 12/28 Amtrak .Com 804100 Washington DC			
12/31	434257xxxxx3875	002365032772856 ?McC=4112		128.80	
12/31		Check Crd Purchase 12/30 Travel Insurance P 800-728-6021 VA			
12/31	434257xxxxx3875	162365032803794 ?McC=6300		8.50	9,871.93
1/2		Check Crd Purchase 01/01 Speedy Health Supp 686-580-7004 MI			
1/2	434257xxxxx3875	003001784803448 ?McC=5898		39.80	
1/2		Check Crd Purchase 01/01 Burger King #8717 Fallon NV			
1/2	434257xxxxx3875	083001012213730 ?McC=5814		25.31	
1/2		POS Purchase - 01/02 Mach ID 000000 Franks Automati 2645 R			
1/2	Fallon NV 3875	00583502848063488 ?McC=7538		121.55	
1/2		ATM Withdrawal - 01/02 Mach ID 6562G 2211 W Williams Ave			
1/2	Fallon NV 3875	0007078		100.00	
1/2		POS Purchase - 01/02 Mach ID 000000 Wal Mart 2453 Fallon NV			
1/2	3875	00000000847324946 ?McC=5411		31.46	7,863.71
1/3		Check Crd Purchase 01/02 MaxLife Foods LLC 801-3812165 UT			
1/3	434257xxxxx3875	283002116407882 ?McC=5499		408.08	
1/3		Check Crd Purchase 01/02 Jhr Food Storage L 888-4072707 UT			
1/3	434257xxxxx3875	283002118006457 ?McC=5199		85.00	
1/3		POS Purchase - 01/03 Mach ID 000000 Bazzie Guller Reno NV			
1/3	3875	00303003780776889 ?McC=5733		322.10	
1/3		POS Purchase - 01/03 Mach ID 000000 Cabelas Re8650 Boomtown			
1/3	Verdi NV 3875	00383003838885880 ?McC=5841		108.00	7,039.63
1/4		Check Crd Purchase 01/01 Buyemergencyfoods. 888-543-7345			
1/4	UT 434257xxxxx3875	283002094368878 ?McC=5400		140.00	
1/4		Check Crd Purchase 01/03 Jack IN The Box #7 Fernley NV			
1/4	434257xxxxx3875	163003738885147 ?McC=5814		23.28	
1/4		POS Purchase - 01/04 Mach ID 000000 Wal Mart 2453 Fallon NV			
1/4	3875	00000000051467736 ?McC=5411		297.63	6,578.82

Account number: 8814808637 ■ December 22, 2012 - January 23, 2013 ■ Page 3 of 5



## Transaction history (continued)

Date	Check Number	Description	Depositor/ Additions	Withdrawals/ Subtractions	Ending daily balance
1/7		Check Crd Purchase 01/04 Amazon Mktplace Pm Amzn.Com/Bill			
1/7	434257xxxxx3875	083004247474225 ?McC=5942		7.50	
1/7		Check Crd Purchase 01/04 Amazon Mktplace Pm Amzn.Com/Bill			
1/7	434257xxxxx3875	003004247525014 ?McC=5942		7.94	
1/7		Check Crd Purchase 01/04 Amazon Mktplace Pm Amzn.Com/Bill			
1/7	434257xxxxx3875	103004247481022 ?McC=5942		12.02	
1/7		Check Crd Purchase 01/04 Amazon Mktplace Pm Amzn.Com/Bill			
1/7	434257xxxxx3875	183004247450514 ?McC=5942		16.59	
1/7		Check Crd Purchase 01/05 BanjoTeacher.Com 866-322-6567 AZ			
1/7	434257xxxxx3875	503006038938302 ?McC=5735		48.85	
1/7		Check Crd Purchase 01/05 Amazon.Com Amzn.Com/Bill WA			
1/7	434257xxxxx3875	283004281865386 ?McC=5942		27.42	
1/7		Check Crd Purchase 01/06 Amazon.Com Amzn.Com/Bill WA			
1/7	434257xxxxx3875	283005735140086 ?McC=5942		61.14	
1/7		Check Crd Purchase 01/06 Amazon.Com Amzn.Com/Bill WA			
1/7	434257xxxxx3875	183005761182875 ?McC=5942		15.83	
1/7		Check Crd Purchase 01/06 Fallon RV Park LLC Fallon NV			
1/8	434257xxxxx3875	083007103822409 ?McC=5542		20.01	6,339.52
1/8		Check Crd Purchase 01/07 Amazon Mktplace Pm Amzn.Com/Bill			
1/8	434257xxxxx3875	283007038110780 ?McC=5942		88.35	6,251.17
1/8		Check Crd Purchase 01/07 Niro Pak Prepared 435-8540089 UT			
1/8	434257xxxxx3875	283003618606852 ?McC=7289		203.83	
1/8		Check Crd Purchase 01/08 Amazon Mktplace Pm Amzn.Com/Bill			
1/8	434257xxxxx3875	282005718548847 ?McC=5942		18.76	
1/8		Check Crd Purchase 01/08 Gogo's Random Stuff Fallon NV			
1/8	434257xxxxx3875	283008787524145 ?McC=5931		48.42	
1/8		POS Purchase - 01/09 Mach ID 000000 Fallon Veterinary Clin			
1/10		Fallon NV 3875 0036900885076140 ?McC=0742		95.00	5,884.18
1/10		Deposit Made in A Branch/Store			
1/10		Recurring Transfer Ref #Opeg3DF8W3 to Way2Save Savings	300.00		
1/14	xxxxxx8147			25.00	6,159.18
1/14		Check Crd Purchase 01/12 Gogo's Random Stuff Fallon NV			
1/14	434257xxxxx3875	163012748459822 ?McC=5931		379.83	
1/15		Cash Withdrawal in Branch/Store - 2211 W Williams Ave Fallon NV 3875		800.00	4,979.33
1/15		Check Crd Purchase 01/14 Amazon Mktplace Pm Amzn.Com/Bill			
1/22	434257xxxxx3875	003011779638607 ?McC=5942		33.89	4,645.34
1/22		Check Crd Purchase 01/18 Lowes #028614 775-980-4000 NV			
1/22	434257xxxxx3875	003016008347121 ?McC=5200		372.71	
1/22		Check Crd Purchase 01/18 Black Bear Diner F Fernley NV			
1/22	434257xxxxx3875	803018988135516 ?McC=5812		18.05	
1/22		Check Crd Purchase 01/21 Amazon Mktplace Pm Amzn.Com/Bill			
1/22	434257xxxxx3875	183020768486407 ?McC=5942		17.11	
1/22		Check Crd Purchase 01/21 Amazon Mktplace Pm Amzn.Com/Bill			
1/22	434257xxxxx3875	083020763466130 ?McC=5942		24.09	
1/22		POS Purchase - 01/21 Mach ID 000000 Target T2472 Target T2			
1/22	434257xxxxx3875	00303022086541035 ?McC=5411		55.06	
1/22		Check Crd Purchase 01/21 Scheels-Reno Spark Sparks NV			
1/23	434257xxxxx3875	083022025108022 ?McC=5941		188.92	4,282.50
1/23		Check Crd Purchase 01/22 Amazon Mktplace Pm Amzn.Com/Bill			
1/23	434257xxxxx3875	083020774181812 ?McC=5942		27.75	
1/23		POS Purchase - 01/23 Mach ID 000000 Wal Mart Super Fallon NV			
1/23	434257xxxxx3875	0000000041165503 ?McC=5411		316.92	3,938.83
Ending balance on 1/23					
Totals					3,938.83
			\$10,100.00	\$7,161.33	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Account number: 8814608637 ■ February 25, 2014 - March 21, 2014 ■ Page 2 of 6



All other terms of the Agreement remain unchanged.

Reminder: If your account is in the Automatic Deduction repayment method and more than 35 days passes between qualified repayment deposits, we will pay the full remaining amount from your checking account. Please watch for additional information on your account statement, in the mail, or through email (if applicable) for further updates.

If your account type is excluded from use of the Direct Deposit Advance service or your account was opened in a state where the service is not available, that has not changed, and the discontinuation of the service will not affect you. If you have any questions or need more information, please visit [wellsfargo.com/checking/direct-deposit-advance](http://wellsfargo.com/checking/direct-deposit-advance). Or you can call the Wells Fargo Phone Bank at the number listed on the front of your statement.

We want to let you know about an important upcoming change.

Effective April 7, 2014, the fee for depositing international items, such as foreign checks, drafts and money orders drawn on banks located outside the United States will be \$5. This fee will be charged per item and will apply whether the international item is in a foreign currency or U.S. dollars. Please note that international item fees do not apply to deposits of U.S. dollar items that are drawn on U.S. banks.

If you have questions, please contact your local banker, or call the phone number listed at the top of your statement.

#### Activity summary

Beginning balance on 2/26	\$341.24
Deposits/Additions	1,831.95
Withdrawals/Subtractions	- 1,450.87
Ending balance on 3/21	\$722.32

Account number: 8814608637

ELIZABETH HOWARD

Newed account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 321270742

#### Overdraft Protection

Your account is linked to the following for Overdraft Protection:

■ Savings - 000007736279147

#### Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
2/25		CHECK CRD PUR Rtm 02/23 Unadddchange855328 San Francisco CA 434257xxxxx3676 814058547940856 ?McC=7298	38.83		
2/26		CHECK CRD PURCHASE 02/23 Cvs Pharmacy #6843 Fallon NV 434257xxxxx2215 004054720204809 ?McC=5812		10.17	
2/25		Recur Debit CRD Pmt02/24 Classroom, Inc. 205-301-5900 WA 434257xxxxx2215 404054604088814 ?McC=5808		18.50	
2/25		POS Purchase - 02/25 Mach ID 000000 Dollar Tree 01587 187 Fallon NV 2215 00000000739744222 ?McC=5331		10.00	
2/26		POS Purchase - 02/25 Mach ID 000000 Wal Mart Super Center Fallon NV 2215 00000000230813151 ?McC=5411		17.00	324.82
2/26		CHECK CRD PURCHASE 02/25 McDonald's F31830 Fallon NV 434257xxxxx2215 584056772081888 ?McC=5814		2.16	
2/26		Sterling Life Sure Pay 140224 Sec0002148 Elizabeth Howard			
2/27		CHECK CRD PURCHASE 02/25 Country Health Vlt Fallon NV 434257xxxxx2215 004058735832843 ?McC=5498		28.39	293.98
2/27		CHECK CRD PURCHASE 02/25 Country Health Vlt Fallon NV 434257xxxxx2215 004058738223844 ?McC=5498		18.28	
				18.17	

Account number: 8814608637 ■ February 25, 2014 - March 21, 2014 ■ Page 3 of 6



## Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
2/27		POS Purchase - 02/27 Mach ID 000000 Shell Service Station Moundhouse NV 2210 00304008802357244 7McC=5542		20.02	236.51
2/28		Check Crd Purchase 02/27 Northern Nevada CO Carson City NV 434257xxxxx2215 304058603331885 7McC=5872		32.21	204.30
3/3		ATM Cash Deposit - 03/03 Mach ID 2893K Fallon West Fallon NV 2215 0006070	229.00		
3/3		Online Transfer From Howard V Ref #ibeg62Jkg Way2Save Checking Via Mobile	140.00		
3/3		Online Transfer From Howard V Ref #ibexp8Qe5V Way2Save Checking Repayment for Flooring From Home Depot	40.00		
3/3		Check Crd Purchase 02/28 McDonald's F12110 Fernley NV 434257xxxxx2215 304058721827088 7McC=5814		7.89	
3/3		POS Purchase - 03/01 Mach ID 000000 Wal Mart 2453 Fallon NV 2215 00000000147584947 7McC=5411		18.82	
3/3		POS Purchase - 03/03 Mach ID 000000 Dollar Tree 01667 167 Fallon NV 2215 00000000444118806 7McC=5331		10.00	
3/4		Bill Pay Globe Life and A on-Line xxx28934 on 03-03			
3/4		Recur Debit Crd Pmt 03/03 Netflix.Com Netflix.Com CA 434257xxxxx2215 384062028973185 7McC=5868		70.00	606.79
3/4		Check Crd Purchase 02/09 21st Century Insur 006-241-1188 DE 434267xxxxx2215 484062070703877 7McC=8300		16.13	
3/4		Check Crd Purchase 03/03 StraightTalk Air 877-430-2366 FL 434257xxxxx2215 464062131081737 7McC=4814		116.70	
3/4		POS Purchase - 03/04 Mach ID 000000 Western Big R Fal Fallon NV 2215 00384083744014387 7McC=5251		48.77	
3/4	^ 1150	Home Depot 8310 Purchase 140228 1150 Reno, NV		6.43	
3/5		ATM Cash Deposit - 03/05 Mach ID 38931 Fallon West Fallon NV 2215 0008892	100.00	40.56	281.20
3/5		Online Transfer Ref #ibeg732P7Y to Platinum Card Via Mobile			
3/6		Check Crd Purchase 03/04 Stockman's Casino Fallon NV 434257xxxxx2215 284063722814235 7McC=5815 321270742DA		55.00	326.20
3/7	^ 1152	Publisher Clear ACH 140307 01152 304573084106		28.00	300.20
3/7	1154	Check			
3/10		Recurring Transfer to Howard E Way2Save Savings Ref #Ops2LW737V xxxxxx9147		19.81	
3/10	1151	Check		80.00	180.29
3/10	1155	Check		25.00	
3/11		Online Transfer From Howard V Way2Save Checking xxxxxx8573 Ref #ibeg74Hq3H on 03/11/14	30.00	125.80	18.38
3/11		Online Transfer From Howard E Way2Save Savings xxxxxx9147 Ref #ibegw8Zvzb on 03/11/14	25.00	21.00	
3/12		POS Purchase - 03/12 Mach ID 000000 Tumble Travel Center Fernley NV 2215 00304071763783079 7McC=5541		73.39	
3/12	1153	Check		2.22	
3/13		POS Purchase - 03/12 Mach ID 000000 Wal Mart 2453 Fallon NV 2215 00000000545427774 7McC=5411		8.00	83.77
3/17		Check Crd Purchase 03/14 CVS Pharmacy 89843 Fallon NV 434257xxxxx2215 184073888545858 7McC=5812 321270742DA		41.75	21.42
3/18		SSA Treas 310 Xsac Sec 031814 xxxxx0380A SSA Elizabeth C Howard	828.00	1.20	20.22
3/18		Online Transfer From Howard E Way2Save Savings xxxxxx8147 Ref #ibeg5J28Cch on 03/18/14	300.00		
3/18		POS Purchase - 03/18 Mach ID 000000 Wal Mart 2453 Fallon NV 2215 00000000451894020 7McC=5411		71.00	
3/19		POS Purchase - 03/19 Mach ID 000000 Wal Mart 2453 Fallon NV 2215 00000000150384374 7McC=5411		30.32	1,146.90
3/20		POS Purchase - 03/20 Mach ID 000000 Lowe's 2881 Fernley NV 2215 00684078820822072 7McC=5200		4.24	
3/20		Bill Pay Hometown Health on-Line xxxxx82400 on 03-20			
3/20		Bill Pay Ge Capital Relat on-Line xxxxxxxxxxxx34545 on 03-20		22.00	
3/20		Bill Pay Scheels, First N on-Line xxxxxxxxxxxx83049 on 03-20		30.00	
3/20		Bill Pay CB Communication on-Line xxxxx11001 on 03-20		40.00	
				60.00	

For Shaughnessy's  
chainmail

Account number: 8814608637 ■ February 25, 2014 - March 21, 2014 ■ Page 4 of 6



## Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
3/20		Bill Pay NV Energy (North on-Line Xxxxxxxxxxxxxx/2871 on 03-20)			
3/20		Bill Pay Country Financial on-Line x659601 on 03-20		100.00	
3/21	1156	Check		133.34	787.32
Ending balance on 3/21					722.32
Totals			\$1,831.85	\$1,450.87	722.32

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transaction posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

\* Converted check: Check converted to an electronic format by your payee or designated representative. Checks converted to electronic format cannot be returned, copied or imaged.

## Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1150	3/4	40.36	1163	3/12	8.00	1155	3/10	21.00
1151	3/10	125.80	1154	3/7	90.00	1156	3/21	40.00
1152	3/7	19.91						

## Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to [wellsfargo.com/fees](http://wellsfargo.com/fees) to find answers to common questions about the monthly service fee on your account.

Fee period 02/25/2014 - 03/21/2014		Standard monthly service fee \$12.00	You paid \$0.00
How to avoid the monthly service fee (complete 1 AND 2)		Minimum required	This fee period
1) Have any ONE of the following account requirements			
• Minimum daily balance		\$2,000.00	\$18.39 <input type="checkbox"/>
• Total amount of qualifying direct deposits		\$750.00	\$928.00 <input checked="" type="checkbox"/>
• Total number of Wells Fargo debit card purchases and/or payments		10	23 <input checked="" type="checkbox"/>
• Linked Wells Fargo credit card qualified purchase transaction		3	4 <input checked="" type="checkbox"/>
• Linked Wells Fargo credit card total qualified purchases		\$300.00	\$96.88 <input type="checkbox"/>
2) Complete the package requirements			
• Have qualifying linked accounts or services in separate categories*		3	<input checked="" type="checkbox"/>

Monthly service fee discount(s) (applied when box is checked)

Online only statements (\$2.00 discount) ☒

\*Includes Wells Fargo consumer accounts and services such as debit card, savings accounts, active Online Banking, credit card, loans and lines of credit.



Did you know that you can review your safe deposit box information through Wells Fargo Online Banking? Sign on to online banking and go to your account summary page. Check it out today.

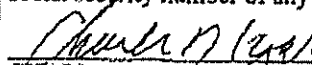


## IMPORTANT ACCOUNT INFORMATION

1 Case No. 15-10DC-0876

2 Dept. No. I

3 The undersigned hereby affirms that  
4 this document does not contain the  
5 social security number of any person.

6  81  
CHARLES R. KOZAK, Esq.

7 IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
8  
9 IN AND FOR THE COUNTY OF CHURCHILL

9 SHAUGHNAN L. HUGHES, an  
10 individual,

11 Plaintiff,

12 NOTICE OF WITHDRAWAL OF  
13 ELIZABETH HOWARD'S OPPOSITION TO  
14 MOTION TO DISMISS; MOTION TO  
15 STRIKE FILED JUNE 20, 2016

14 vs.

15 ELIZABETH C. HOWARD, an  
16 individual; and DOES I through  
17 XX, inclusive,

18 Defendants

19  
20 ELIZABETH C. HOWARD, an  
21 individual,

21 Counterclaimant,

22 vs.

23 SHAUGHAN L. HUGHES, an  
24 individual; and DOES I through  
25 XX, inclusive,

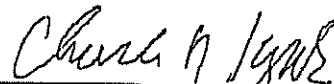
26 Counterdefendants

27 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

28 PLEASE TAKE NOTICE that Defendant and Counterclaimant ELIZABETH HOWARD  
hereby Withdraws her Opposition to Motion to Dismiss; Motion to Strike filed June 20, 2016.

1 DATED this 7 day of July 2016.

Respectfully submitted,



CHARLES R. KOZAK, ESQ.  
KOZAK LUSIANI LAW, LLC  
Nevada State Bar #11179  
3100 Mill Street, Suite 115  
Reno, Nevada 89502  
Phone (775) 322-1239  
Facsimile (775) 800-1767  
chuck@kozaklawfirm.com  
*Attorney for Elizabeth C. Howard*



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**CERTIFICATE OF SERVICE**

I certify that I am an employee working for Kozak Law Firm and am a citizen of the United States, over twenty-one years of age, and not a party to the within action. My business address is 3100 Mill Street, Suite 115, Reno, Nevada 89502.

On the 7<sup>th</sup> day of July 2016, I caused to be delivered via facsimile and U.S.


Mail, postage fully prepaid, a true and correct copy of the foregoing document:

NOTICE OF WITHDRAWAL OF ELIZABETH HOWARD'S OPPOSITION TO  
MOTION TO DISMISS; MOTION TO STRIKE FILED JUNE 20, 2016

in Case No. 15-10DC-0876, Dept. 1, to the following party(ies):

Justin M. Townsend, Esq.  
Allison MacKenzie, Ltd.  
Nevada State Bar No. 12293  
402 N. Division Street  
P. O. Box 646  
Carson City, Nevada 89702  
Phone (775) 687-0202  
Facsimile (775) 882-7918  
Attorney for Plaintiff

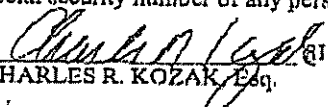
DATED this 7<sup>th</sup> day of July 2016.

  
Nan Adams  
Employee of Kozak Law Firm

1 Case No. 15-10DC-0876

2 Dept. No. 1

3 The undersigned hereby affirms that  
4 this document does not contain the  
5 social security number of any person.

6   
CHARLES R. KOZAK, Esq.

7 IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
8 IN AND FOR THE COUNTY OF CHURCHILL

9 SHAUGHNAN L. HUGHES, an  
10 individual,

11 Plaintiff,

SUPPLEMENT TO ELIZABETH HOWARD'S  
MOTION TO SET ASIDE DISMISSAL OF  
COUNTERCLAIM FILED MAY 17, 2016

12  
13 vs.

14  
15 ELIZABETH C. HOWARD, an  
16 individual; and DOES I through  
17 XX, inclusive,

18 Defendants

19 ELIZABETH C. HOWARD, an  
20 individual,

21 Counterclaimant,

22 vs.

23 SHAUGHAN L. HUGHES, an  
24 individual; and DOES 1 through  
25 XX, inclusive,

26 Counterdefendants

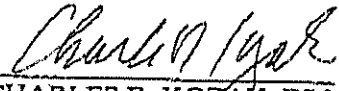
27 COMES NOW, Defendant and Counterclaimant, ELIZABETH HOWARD (hereinafter  
28 "Ms. Howard") and provides the following Supplement to the Motion to Set Aside Dismissal of

1 Counterclaim filed May 17, 2016, pursuant to this Court's Order after Pretrial Conference filed  
2 May 19, 2016.

3  
4 Petitioner and Counterdefendant, SHAUGHAN HUGHES, filed a Motion to Dismiss  
5 Ms. Howard's Counterclaim; Motion to Strike on December 11, 2015. The undersigned  
6 counsel for Ms. Howard timely prepared Elizabeth Howard's Opposition to Motion to Dismiss;  
7 Motion to Strike (hereinafter "Opposition"). Pursuant to the May 19, 2016 order, a copy of the  
8 Opposition is attached hereto and incorporated herein as Exhibit 1. Nan Adams, legal assistant  
9 at Kozak Lusiani Law, LLC prepared and sent the Opposition in a timely manner for filing and  
10 service on December 30, 2015. Nan Adams also purchased postage and mailed the document to  
11 the court, on the same date. A copy of the postage receipt for mailing the Opposition to the  
12 court, is attached to Motion to Set Aside Dismissal of Counterclaim filed May 17, 2016, as well  
13 as, the Declarations of Charles Kozak and Nan Adams, which further attest to these facts.  
14

15  
16 DATED this 7 day of July 2016.

17 Respectfully submitted,

18   
19 CHARLES R. KOZAK, ESQ.  
20 KOZAK LUSIANI LAW, LLC  
21 Nevada State Bar #11179  
22 3100 Mill Street, Suite 115  
23 Reno, Nevada 89502  
24 Phone (775) 322-1239  
25 Facsimile (775) 800-1767  
26 chuck@kozaklawfirm.com  
27 Attorney for Elizabeth C. Howard  
28

# CERTIFICATE OF SERVICE

I certify that I am an employee working for Kozak Law Firm and am a citizen of the United States, over twenty-one years of age, and not a party to the within action. My business address is 3100 Mill Street, Suite 115, Reno, Nevada 89502.

On the 14<sup>th</sup> day of July 2016, I caused to be delivered via facsimile and U.S. Mail, postage fully prepaid, a true and correct copy of the foregoing document:

SUPPLEMENT TO ELIZABETH HOWARD'S MOTION TO SET ASIDE  
DISMISSAL OF COUNTERCLAIM FILED MAY 17, 2016

in Case No. 15-10DC-0876, Dept. 1, to the following party(ies):

Justin M. Townsend, Esq.  
Allison MacKenzie, Ltd.  
Nevada State Bar No. 12293  
402 N. Division Street  
P. O. Box 646  
Carson City, Nevada 89702  
Phone (775) 687-0202  
Facsimile (775) 882-7918  
Attorney for Plaintiff

DATED this 7th day of July 2016.

Nan Adams  
Nan Adams  
Employee of Kozak Law Firm

# **EXHIBIT 1**

**EXHIBIT 1**

1 Case No. 15-10DC-0876

2 Dept. No. I

3 The undersigned hereby affirms that  
4 this document does not contain the  
5 social security number of any person.

6 CHARLES R. KOZAK, Esq.

7 **IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
8 **IN AND FOR THE COUNTY OF CHURCHILL**

9 **SHAUGHNAN L. HUGHES, an**  
10 **individual,**

11 **vs.**

12 **Plaintiff,**

**ELIZABETH HOWARD'S  
OPPOSITION TO MOTION TO  
DISMISS; MOTION TO STRIKE**

14 **ELIZABETH C. HOWARD, an**  
15 **individual; and DOES 1 through**  
16 **XX, inclusive,**

17 **Defendants**

18 **ELIZABETH C. HOWARD, an**  
19 **individual,**

20 **Counterclaimant,**

21 **vs.**

22 **SHAUGHAN L. HUGHES, an**  
23 **individual; and DOES 1 through**  
24 **XX, inclusive,**

25 **Counterdefendants.**

26 On November 20, 2015, Elizabeth Howard served her Answer and Counterclaim. On  
27 December 10, 2015, Shaughnan Hughes served his Motion to Dismiss Counterclaim; Motion to  
28 Strike, Ms. Howard hereby replies. Howard's Reply is brought forward pursuant to the  
following Points and Authorities along with the record on file herein.

## POINTS AND AUTHORITIES

Since Hughes' Motion to Dismiss; Motion to Strike violates the filing requirement of this Court, its denial is warranted on this basis alone. 10JDCR 16(8) mandates: "Any motion...must be filed as a separate document unless it is pleaded in the alternative.". Hughes filed his motion to Dismiss "separate" from his Motion to Strike nor has he pled these "in the alternative".

Hughes argues that the Counterclaim sets forth allegations that have nothing to do with his partition action and is intended to drag the case out. Yet, it is Hughes who is dragging the case out. Had Hughes filed a Reply to the Counterclaim, the case would have been well on its way to as 16.1 conference and general discovery. As the courts have found, a Motion to Strike "is usually used as a delaying tactic." In re New Century 588 F. Supp.2d 1206, 1220 (C.D.Ca.2008).

NRCP 13(a) provides "A pleading shall state as a counterclaim any claim which at the time of serving the pleading the pleader has against any opposing party, if it arises out of the transaction or occurrence that is the subject matter of the opposing party's claim and does not require for its adjudication the presence of third parties of whom the court cannot acquire jurisdiction." NRCP 13(b) provides "A pleading may state as a counterclaim any claim against any opposing party not arising out of the transaction or occurrence that is the subject matter of the opposing party's claim and does not require for its adjudication the presence of third parties of whom the court cannot acquire jurisdiction." NRCP 13(b) provides: "A pleading may state as a counterclaim any claim against an opposing party not arising out of the transaction or occurrence that is the subject matter of the opposing party's claim."

The gift of the Counterclaim is that Hughes, an abled body man currently 39 years of age, induced Hoard, a disabled woman currently 53 years of age, to quit claim her residential

1 prop0erty to him under the guise he intended to marry her all the while exerting undue influence  
2 on her that should she die he and his children would have no place to live. While living at  
3 residence, purchased entirely by Howard, Hughes and his two teenage daughters sponged off of  
4 Howard's social security disability payments. Hughes demanded that Howard make out a Will  
5 designating him and his daughters as beneficiaries. Hughes took possession and control of  
6 Howard's money and food stamp card, using these to purchase items for him and his teenage  
7 daughters while withholding the money and cared form Howard. Once he depleted Howard of  
8 all her funds, he never mentioned marriage again.

11 Hughes preceeded to make Howard's life a living hell through a campaign of terror,  
12 intimidation, isolation and perverted, sadistic behavior. He constantly berated, belittled and  
13 ridiculed Howard in front of his daughters. He encouraged one daughter to push Howard off  
14 the steps of the house. He yelled at Howard, told her she was crazy and needed to see a  
15 psychiatrist. He brow beat her until she complied with his demands. He sexually fondled his  
16 daughters in front of Howard. Whenever Howard was on the phone, Hughes would pull his  
17 pants down, spread his bar butt cheeks forcing them into her face and then take his penis and hit  
18 her in the face with it. Hughes attempted to run Howard's mother off the property and stole  
19 money from her too. Yelling at Howard, Hughes would plead for her to hurry up and die.  
22 When Howard fainted from a dizzy spell and fell face down on t5he dirt next to Hughes, she  
23 had to beg him to take her to the emergency room. Hughes would dump her off at Benner  
24 Hospital in Fallon and then sped off. Subsequently, Howard was taken by ambulance to Reno  
25 and transferred to Renown where she remained a week for a discectomy and fusion of her C-5  
26 and 6. During Howard's hospital stay, Hughes never called to see how she was doing.



1 Finally, after Howard filed an Application for Protective Order, Howard's Counterclaim  
2 seeks rescission of the Quit Claim Deed, an Order granting sole title of the 11633 Fulkerson  
3 Road property to Howard along with damages for Fraud, Conversion and Emotion Distress.  
4

5 "A pleading need only contain 'a short and plain statement of the claim showing that the  
6 pleader is entitled to relief.' N.R.C.P. 8(a)." In this regard, "the pleading of conclusions, either  
7 law or fact, is sufficient so long as the pleading gives fair notice of the nature and basis of the  
8 claim." Crucil v. City of Carson 95 Nev. 583, 585, 600 P.2d 216, 217 (1979). "Each averment  
9 of a pleading shall be simple, concise, and direct. No technical forms of pleading or motions  
10 are required." NRCP 8(e)(1). "Because Nevada is a notice pleading jurisdiction, our courts  
11 liberally construe pleadings to place into issue matters which are fairly noticed to the adverse  
12 party." Hay v. Hay 100 Nev. 196, 198, 678 P.2d 672, 674 (1984) (reversing Order granting  
13 Summary Judgment). "The test for determining whether the allegations of a complaint are  
14 sufficient to assert a claim for relief is whether the allegations give fair notice of the nature and  
15 basis of a legally sufficient claim and the relief requested." Brilant v. Preferred Equities Corp.  
16 109 Nev. 842, 846, 858 P.2d 1258, 1260 (1993) (reversing Order dismissing Complaint for  
17 failure to state a claim).  
18  
19  
20

21 The Nevada Supreme Court "rigorously reviews de novo a district court order granting  
22 an NRCP 12(b)(5) motion to dismiss, accepting all of the plaintiff's factual allegations as true  
23 and drawing every reasonable inference in the plaintiff's favor to determine whether the  
24 allegations are sufficient to state a claim for relief . . . . A complaint should be dismissed for  
25 failure to state a claim 'only if it appears beyond a doubt that it could prove no set of facts,  
26 which, if true, would entitle it to relief.'" DeBoer v. Senior Bridges of Sparks Family Hospital,  
27 Inc. 282 P.3d 727, 730 (Nev. 2012) (dismissal reversed). "When considering a motion to  
28 dismiss made under NRCP 12(b)(5), a district court must construe the complaint liberally and

1 draw every fair inference in favor of the plaintiff." Cohen v. Mirage Resorts, Inc. 119 Nev. 1,  
2 22, 62 P.3d 720, 734 (2003). The court shall "accept all factual recitations in the complaint as  
3 true". Lubin v. Kunin 117 Nev. 107, 111, 17 P.3d 422, 425 (2001) (reversing Order dismissing  
4 action). "A strong presumption exists against dismissing an action for failure to state a claim . .  
5 . . '[T]he issue is not whether a plaintiff will ultimately prevail but whether [he] is entitled to  
6 offer evidence to support the claims.' . . All the Rules require is 'a short and plain statement  
7 that adequately give[s] the defendant fair notice of what the plaintiff's claim is and the grounds  
8 upon which it rests.' . . . a claim is sufficient if it shows that the plaintiff is entitled to any relief  
9 which the court can grant, even if the complaint asserts the wrong legal theory or asks for  
10 improper relief." In re AgribioTech, Inc. 291 F.Supp.2d 1186, 1188 (D.Nev. 2003). "'It is  
11 axiomatic that '[a] motion to dismiss for failure to state a claim is viewed with disfavor and is  
12 rarely granted.'" Gilligan v. Jamco Development Corp. 108 F.3d 246, 249 (9<sup>th</sup> 1997). Notably,  
13 the Nevada Supreme Court has not adopted the heightened pleading standard eventually set  
14 forth in Bell Atlantic v. Twombly. Garcia v. Prudential Insurance Co. 293 P.3d 869, 871 at note  
15 2 (Nev. 2013). As shown below, Howard has adequately pled a claim upon which relief may be  
16 granted. In Posadas, a Reno Police Officer and its Police Chief Robert Bradshaw subjected him  
17 to emotional distress by issuing a press release implying he committed perjury. As a result of  
18 the release, Officer Posada asserted he "'was subjected to great ridicule and embarrassment'".  
19 In reversing summary judgment granted in favor of the defendants, the Supreme Court opined:  
20 "Whether the issuance of a press release which could be interpreted as stating a police officer  
21 committed perjury is extreme and outrageous conduct is a question for the jury. The jury  
22 should also make the factual determination...whether the press release intended to cause  
23 emotional distress or whether it was issued with reckless disregard as to such a probability. *Id.*  
24 at 456, 444.

1        In Branda v. Sanford 97 Nev. 643, 637 P.2d 1223 (1981), the appellant brought suit for  
2 Emotional Distress resulting from the respondent's verbal abuse of the appellant in a casino. In  
3 reversing an Order granting dismissal, the Supreme Court found that a claim for Emotion  
4 Distress had indeed been pled. The Court went on to hold: The jury was entitled to determine  
5 considering prevailing circumstances, contemporary attitudes and [the appellant's] own  
6 susceptibility, whether the conduct in question constituted extreme outrage." Id. at 649m 1227.

7  
8        In Dillard v. Beckwith 115 Nev. 372, 989 P.2d 882 (2000), the Supreme Court found  
9 that a plaintiff who allegedly suffered adverse health effects based on co-workers' speculation  
10 of her job demotion sufficiently pled a claim for Emotional Distress.

11  
12        As cited in Franchise Tax Board v. Hyatt 335 P.3d 125 (Nev. 2014), evidence of  
13 bodily harm is not required to prove emotional distress. "The intensity and the duration of the  
14 distress are factors to be considered in determining its severity. Severe distress must be  
15 proved; but in any cases the extreme and outrageous character of the defendant's conduct is in  
16 itself important evidence that the distress has existed." Id. at 148.

17  
18        Not only has Howard set forth the never-ending campaign of verbal and physical abuse  
19 bestowed upon her, but she pled that as a direct result of this "repeated behavior": she "was  
20 forced to seek medical attention which resulted in hospitalization (See Counterclaims at  
21 paragraph 42). Consequently, Howard has adequately pled a claim for Emotional Distress.  
22 Remarkably, counsel for Hughes even describes Hughes' behavior as "horrific. See Motion to  
23 Dismiss/Motion to Strike at 5:6-7.

24  
25        "Conversion exists where one exerts wrongful dominion over another's personal  
26 property or wrongful interference with the owner's dominion. The act constituting 'conversion'  
27 must be an intentional act, but it does not require wrongful intent and is not excused by case,  
28 good faith, or lack of knowledge." Bader v. Cerni 96 Nev. 352, 356, 609 P.2d 314, 317 at note

1 1980). See also *Winchell v. Schiff* 124 Nev. 938, 944, 193 P.3d, 938, 950 (2008 (to prove  
2 conversion a party must prove that another "wrongfully exerted [dominion] over personal  
3 property in denial of, or inconsistent with, title or right as therein or in derogation, exclusion or  
4 defiance of such rights."

5  
6 Howard asserts that Hughes took possession and control of her money and food stamp  
7 card, using these to purchase items for him and his teenage daughters while withholding the  
8 money and card from her. Consequently, Howard has adequately pled a claim for Conversion.  
9

10 The elements of Fraud "are a false representation made with knowledge or belief that it  
11 is false or without sufficient basis of information, intent to induce reliance, justifiable reliance,  
12 and damage resulting from the reliance." *Ries v. Olympian* 103, Nev. 709, 711, 747 P. 2d 910,  
13 911 (1988).

14 NRS 42.001 defines fraud as an intentional misrepresentation, deception or concealment  
15 of a material fact known to the person with the intent to deprive another of his or her rights or  
16 property or to otherwise injure another person." As indicated in Restatement Torts 2d Section  
17 525 under Comment b, misrepresentation denotes 'not only words spoken or written but also  
18 any other conduct that amounts to an assertion not in accordance with the truth. Thus words or  
19 conduct asserting the existence of a fact constitute a misrepresentation if the fact does not  
20 exist."  
21

22  
23 In *Perry v. Jordan* 111 Nev. 943, 900 P.2d 335 (1995, the Court discussed "constructive  
24 de fraud' as being the breach of some legal or equitable duty which, irrespective of moral guilt,  
25 the law declares fraudulent because of its tendency to deceive others or to violate confidence.  
26 Such fraud is characterized by a breach of duty arising out of a fiduciary or confidential  
27 relationship. This type of relationship exists when one reposes a special confidence in  
28 another so that the latter, in equity and good conscience, is bound to act in good faith and

1 with due regard to the interests of the one reposing confidence. A confidential relationship is  
2 particularly like to exist when there is a family relationship or one of friendship." Id. at 946-  
3 947, 337-338  
4

5 Restatement Torts 2d at Section 525 provides one who fraudulently makes a  
6 misrepresentation of fact, opinion, intention or laws for the purpose of inducing another to act  
7 or to refrain from action in reliance upon it is subject to liability to the other in deceit for  
8 pecuniary loss caused to him by his justifiable reliance upon the misrepresentation."  
9

10 Howard asserts that in reliance of Howard's further asserts that Hughes' conduct of  
11 referring to her as his "wife" and showing her mother the place where he insisted he would like  
12 to get married also caused Howard to believe Hughes intended to marry her. Consequently,  
13 Howard has adequately pled a claim for Fraud.  
14

15 Concerning the claim for Specific Performance, counsel for Hughes argues that  
16 however, a Deed is a contract subject to contract law. Estate of Stephens 287 Calo.4th 665, 672,  
17 49 P.3d 1093, 1096-1097 2002. A request to adjudicate real property, as Howard seeks here, is  
18 property brought under a claim for Specific Performance. Sandy Valley v. Sky Ranch 117ev.  
19 948, 35 P. 3d 964 (2001).  
20

21 NRS 30.030 provides: Courts of record within their respective jurisdictions shall have  
22 the power to declare rights, status and other legal relations whether or not further relief is or  
23 could be claimed.  
24

25 Restatement Tors 2d at Section 871 provides: One who intentionally deprives another  
26 of his legally protected property interest or causes injury to the interest is subject to liability  
27 to the other if his conduct is generally culpable and not justifiable under the circumstances."  
28 Under Comment a, it is stated the rule applies when title to land has been obtained by fraud or  
duress.

1 NRS 111.175 holds that a conveyance of interest in land made to defraud a prior  
2 purchaser is void.

3  
4 An action for rescission of a contract to sell land and cancellation of a Deed is property  
5 brought before the court. Canepa v. Durham 65 Nev. 428, 198 P.2d 290 (1948). A party to a  
6 contract may seek a rescission of that contract based on fraud in the inducement." Award v.  
7 Shuffle Master 123 Nev. 613, 622, 173 P.3d 707, 713 (2007). A court is empowered to reform  
8 a Deed and grant its specific performance Roberts v. Hummel 69 Nev. 154, 243 P.2d 248  
9 (1952). See also Aja v. Appleton 86 Nev.639, 472 P.2d 524 (1970).

10  
11 "[T]here is a presumption that where co-tenants unequally share in the purchase price of  
12 property, 'the co-tenants intended to share in proportion to the amount contributed to the  
13 purchase price.'" Langevin v. York 111 Nev. 1481, 1482, 907 P.2d 981, 984 (1995). San  
14 unmarried couple who had lived together, Norman and Laurie, ended their relationship and  
15 sought a participation of the properties purchased while together. The Supreme Court held that  
16 since Norman had paid the entire purchase price for two parcels of land, he was entitled to be  
17 awarded the two parcels outright.

18  
19 In Sag v. Tomlin 110 Nev. 204, 871 P.2d 298 (1994), a suit for partition of real property  
20 was commenced seeking the proper division of net proceeds from the sale of a residence of  
21 unmarried cohabitants Rickewy6 and Cathy. Rickey argued that when Cathy conveyed the  
22 house to herself and Rickey without stating in the Deed that she retained her accumulated  
23 equity, that it is presumed that she conveyed all her equity.

24 That it is presumed that she conveyed all her equity.

25  
26 That it is presumed that she conveyed all her equity. However, the Supreme Court held  
27 that the presumption that Cathy and Rickey intended to share in proportion to the amount each  
28 contributed to the purchase price of the property controls the case. In the matter at hand,

1 Hughes contributed nothing toward the purchase price of the residential property. It was  
2 Howard who purchased the property. It was Howard who purchased the 11633 Fulkerson Road  
3 Property and it was Howard who paid for the improvements of a garage, base rock, retaining  
4 walls and fencing with her disability settlement.  
5

6 Consequently, Howard has adequately pled an action for rescission of the Quit Claim  
7 Deed with title vesting entirely in her name.  
8

9 Giving no viable claim of his own, Hughes moves to strike the facts supporting his self-  
10 proclaimed "horrific" behavior. 07/27

11 "Motions to strike are disfavored and rarely granted." OKC Corp. v. Williams 461  
12 F.Supp. 540, 550 (D.C. Tex. 1978). "A motion to strike is a severe measure and it is generally  
13 viewed with disfavor." U.S. v. 729, 773 Acres of Land 531 F.Supp. 967, 971 (D. Haw. 1982).  
14 "As such, the standard employed to decipher pertinence and materiality questions is whether or  
15 not the 'allegations have no possible relation to the controversy.'" Khalid Bin Talal v. E.F.  
16 Hutton & Company 720 F.Supp. 671, 689 (N.D. Ill. 1989). Material will not be stricken unless  
17 it is clear that it can have no possible bearing upon the subject matter in the litigation. Nation v.  
18 Bank of California 72 F.R.D. 550, 551 at note 4 (N.D. Ca. 1976) and San Bernardino Pub.  
19 Emples. Ass'n. v. Stout 946 F.Supp. 790, 803 (C.D. Ca. 1996). If there is any doubt as to  
20 whether under any contingency the material may raise an issue, the Motion should be denied.  
21 Daughterty v. Firestone Tire & Rubber Co. 85 F.R.D. 693, 695 (N.D. Ga. 1980) and Blenke  
22 Bros. Motors, Inc. v. Chrysler Corp. 189 F.Supp. 420, 422 (N.D. Ill. 1960). Any doubt as to  
23 striking material should be resolved in disfavor of striking. Hanley v. Volpe 305 F.Supp. 977,  
24 980 (E.D. Wis. 1969) and Pain Prevention Lab, Inc. v. Electronic WaveForm Labs, Inc. 657  
25 F.Supp. 1486, 1491 (N.D. Ill 1987).  
26  
27  
28

1 Federal cases interpreting Federal Rules of Civil Procedure are strong persuasive authority  
2 because the Nevada Rules of Civil Procedure are based in large part upon their Federal  
3 counterparts. Executive Management, Ltd. v. Ticor Insurance Company 118 Nev. 46, 53, 38  
4 P.3d 872, 876 (2002).  
5

6 Concerning paragraphs 7 and 8 of the Counterclaim, these show Hughes' increasing  
7 need for money and the unselfishly support Howard gave Hughes and his teenage daughters.  
8 Concerning paragraphs 9, 20 and 28, these detail the emotional stress Hughes bestowed upon  
9 Howard, including both verbal and physical abuse. 07/11/16  
10

11 Concerning paragraph 29, this details the emotional distress bestowed upon Howard,  
12 Hughes' attempt to isolate Howard from her mother and his attempt to move his father  
13 providing yet another person for Hughes to financially support.  
14

15 Concerning paragraph 31, this details the emotional distress bestowed upon and Howard  
16 and Hughes lack of compassion that he was only in the relationship to take whatever assets he  
17 could  
18

19 Concerning paragraphs 14 and 15, these show how Hughes' conduct furthered the false  
20 representation he intended to marry Howard.  
21

22 Hughes is nothing but a con artists who preyed on two disabled women, depleting them  
23 of their assets and now attempting to swindle them out of their property of which they  
24 purchased entirely with their own money. It's no wonder that Hughes and his counsel move to  
25 strike the facts demonstrating this man's despicable conduct which form the basis for the  
26 counterclaims Ms. Howard brings.  
27

28 Interestingly, while asserting that Howard has brought forth facts in an effort to  
"prejudice Howard evaded service of the Complaint. (See Motion at 2:26-28). Not only is this  
the height of hypocrisy but it is simply not true.



1 Interestingly, while asserting that Howard has brought forth facts in an effort to  
2 "prejudice Hughes, he and his counsel assert in their Motion to Dismiss/Motion to Strike that  
3 Howard "evaded service of the Complaint. See Motion at 2:26-28. Hughes' showed lack of  
4 compassion and he was only in the relationship with Howard to financially support him.  
5 Hughes' attempt to isolate Howard from her mother and his attempt to move his father onto the  
6 property providing yet another person for Howard to financially support.

7  
8 Concerning paragraph 31, this details the emotional distress bestowed upon Howard and  
9 Hughes' lack of compassion that he was only in the relationship to take whatever assets he could  
10 from Howard,  
11

12 Concerning paragraphs 14 and 125, these show Hughes' conduct furthered the false  
13 representation he intended to marry Howard.

14 Concerning paragraphs 17 and 118, these demonstrate Hughes' increasing need for  
15 money and how he continued to use Howard who was existing on her social security disability  
16 check.  
17


18 Finally, counsel for Hughes moves this Court to strike all references to Howard's  
19 counterclaim. In the event this Court determined Howard has not sufficiently pled her  
20 Counterclaim, then Howard requests leave to amend. When a complaint can be amended to  
21 state a claim for relief, leave to amend, rather than dismissal, is the preferred remedy. Leave to  
22 amend should be freely given when justice requires... Cohen v. Mirage Resorts 119 Nev. 1,  
23 22, 62 P.3d 720, 734 Tri89al Court abused its discretion in refusing opportunity to amend to  
24 state claim for rescissions.)  
25

26 As shown above, an Order denying Hughes' Motion to Dismiss/Motion to Strike in its  
27 entirety is warranted.  
28

1 Affirmation: Pursuant to NRS 239B.030, the undersigned does hereby affirm that this document does not  
2 contain the social security of any person.

3 DATED this 30<sup>th</sup> day of December 2015.  
4

5 Respectfully submitted,  
6

7  
8   
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Elizabeth A. Brown  
Clerk of Supreme Court

Attorneys for Respondent,  
SHAUGHNAN L. HUGHES

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

ELIZABETH C. HOWARD,  
AN INDIVIDUAL,

**Supreme Court Case No. 72685**

District Court Case No. 15-10DC-0876

Appellant,

vs.

SHAUGHNAN L. HUGHES,  
AN INDIVIDUAL,

Respondent.

\_\_\_\_\_ /

**RESPONDENT'S APPENDIX**

**Volume 1 of 5**

**CHRONOLOGICAL APPENDIX TO APPEAL FROM THE  
ORDER AFTER FEBRUARY 6, 2017 HEARING**

<b>DOCUMENT</b>	<b>DATE</b>	<b>VOL</b>	<b>RA NO.</b>
Motion to Dismiss Counterclaim; Motion to Strike	12/11/2015	1	0001-0020
Plaintiff's Reply to the Failure to Oppose Motion to Dismiss Counterclaim; Motion to Strike	12/30/2015	1	0021-0024
Order Granting Plaintiff's Motion to Dismiss Counterclaim; Motion to Strike	01/07/2016	1	0025-0026
Plaintiff's Case Conference Report	03/15/2016	1	0027-0043
Request for Pretrial Conference	03/15/2016	1	0044-0046
Setting Memo	04/08/2016	1	0047-0048
Notice of Motion and Motion to Set Aside Dismissal of Counterclaim	05/16/2016	1	0049-0065
Elizabeth Howard's Opposition to Motion to Dismiss; Motion to Strike	06/20/2016	1	0066-0081
Elizabeth Howard's Motion for Summary Judgment	06/28/2016	1	0082-0207
Notice of Withdrawal of Elizabeth Howard's Opposition to Motion to Dismiss; Motion to Strike Filed June 20, 2016	07/07/2016	1	0208-0210
Supplement to Elizabeth Howard's Motion to Set Aside Dismissal of Counterclaim Filed May 17, 2016	07/07/2016	1	0211-0227
Opposition to Motion for Summary Judgment	07/20/2016	2	0228-0305
Affidavit of Justin M. Townsend, Esq.	07/20/2016	2	0306-0312
Affidavit of Shaughnan L. Hughes	07/20/2016	2	0313-0317
Reply to Opposition to Motion for Summary Judgment	07/27/2016	2	0318-0326
Opposition to Motion to Set Aside Dismissal of Counterclaim	07/28/2016	2	0327-0365
Affidavit of Justin M. Townsend, Esq.	07/28/2016	2	0366-0369

Motion for Sanctions	08/26/2016	2	0370-0442
Affidavit of Justin M. Townsend, Esq.	08/26/2016	3	0443-0447
Verified Opposition to Motion for Sanctions	09/09/2016	3	0448-0459
Reply to Verified Opposition to Motion for Sanctions	09/21/2016	3	0460-0467
Defendant's Case Conference Report	01/03/2017	3	0468-0493
Motion in Limine	01/09/2017	3	0494-0527
Defendant's Pre-Trial Disclosures Pursuant to NRCP 16.1(3)	01/17/2017	3	0528-0538
Opposition to Plaintiff's Motion in Limine or in the Alternative Motion for Leave to Amend Answer	01/20/2017	3	0539-0545
Plaintiff's Pretrial Disclosures	01/23/2017	3	0546-0551
Reply to Opposition to Motion in Limine and Opposition to Motion for Leave to Amend Answer	01/25/2017	3	0552-0558
Supplemental Pretrial Witness Disclosure	01/25/2017	3	0559-0561
Trial Statement	01/27/2017	3	0562-0628
Trial Statement	01/31/2017	3	0629-0650
Plaintiff's Trial Exhibit 1		3	0651-0653
Plaintiff's Trial Exhibit 2		4	0654-0671
Plaintiff's Trial Exhibit 3		4	0672-0676
Plaintiff's Trial Exhibit 4		4	0677-0726
Plaintiff's Trial Exhibit 5		4	0727-0858
Plaintiff's Trial Exhibit 8		4	0859-0871
Plaintiff's Trial Exhibit 9		4	0872
Plaintiff's Trial Exhibit 10		4	0873
Plaintiff's Trial Exhibit 11		4	0874
Plaintiff's Trial Exhibit 12		4	0875
Plaintiff's Trial Exhibit 13		4	0876
Plaintiff's Trial Exhibit 14		4	0877
Defendant's Trial Exhibit J		5	0878-0901
Defendant's Trial Exhibit L		5	0902-0989

**ALPHABETICAL APPENDIX TO APPEAL FROM THE  
ORDER AFTER FEBRUARY 6, 2017 HEARING**

<b>DOCUMENT</b>	<b>DATE</b>	<b>VOL</b>	<b>AA NO.</b>
Affidavit of Justin M. Townsend, Esq.	07/20/2016	2	0306-0312
Affidavit of Justin M. Townsend, Esq.	07/28/2016	2	0366-0369
Affidavit of Justin M. Townsend, Esq.	08/26/2016	3	0443-0447
Affidavit of Shaughnan L. Hughes	07/20/2016	2	0313-0317
Defendant's Case Conference Report	01/03/2017	3	0468-0493
Defendant's Pre-Trial Disclosures Pursuant to NRCP 16.1(3)	01/17/2017	3	0528-0538
Defendant's Trial Exhibit J		5	0878-0901
Defendant's Trial Exhibit L		5	0902-0989
Elizabeth Howard's Motion for Summary Judgment	06/28/2016	1	0082-0207
Elizabeth Howard's Opposition to Motion to Dismiss; Motion to Strike	06/20/2016	1	0066-0081
Motion for Sanctions	08/26/2016	2	0370-0442
Motion in Limine	01/09/2017	3	0494-0527
Motion to Dismiss Counterclaim; Motion to Strike	12/11/2015	1	0001-0020
Notice of Motion and Motion to Set Aside Dismissal of Counterclaim	05/16/2016	1	0049-0065
Notice of Withdrawal of Elizabeth Howard's Opposition to Motion to Dismiss; Motion to Strike Filed June 20, 2016	07/07/2016	1	0208-0210
Opposition to Motion for Summary Judgment	07/20/2016	2	0228-0305
Opposition to Motion to Set Aside Dismissal of Counterclaim	07/28/2016	2	0327-0365
Opposition to Plaintiff's Motion in Limine or in the Alternative Motion for Leave to Amend Answer	01/20/2017	3	0539-0545
Order Granting Plaintiff's Motion to Dismiss Counterclaim; Motion to Strike	01/07/2016	1	0025-0026

Plaintiff's Case Conference Report	03/15/2016	1	0027-0043
Plaintiff's Pretrial Disclosures	01/23/2017	3	0546-0551
Plaintiff's Reply to the Failure to Oppose Motion to Dismiss Counterclaim; Motion to Strike	12/30/2015	1	0021-0024
Plaintiff's Trial Exhibit 1		3	0651-0653
Plaintiff's Trial Exhibit 2		4	0654-0671
Plaintiff's Trial Exhibit 3		4	0672-0676
Plaintiff's Trial Exhibit 4		4	0677-0726
Plaintiff's Trial Exhibit 5		4	0727-0858
Plaintiff's Trial Exhibit 8		4	0859-0871
Plaintiff's Trial Exhibit 9		4	0872
Plaintiff's Trial Exhibit 10		4	0873
Plaintiff's Trial Exhibit 11		4	0874
Plaintiff's Trial Exhibit 12		4	0875
Plaintiff's Trial Exhibit 13		4	0876
Plaintiff's Trial Exhibit 14		4	0877
Reply to Opposition to Motion for Summary Judgment	07/27/2016	2	0318-0326
Reply to Opposition to Motion in Limine and Opposition to Motion for Leave to Amend Answer	01/25/2017	3	0552-0558
Reply to Verified Opposition to Motion for Sanctions	09/21/2016	3	0460-0467
Request for Pretrial Conference	03/15/2016	1	0044-0046
Setting Memo	04/08/2016	1	0047-0048
Supplement to Elizabeth Howard's Motion to Set Aside Dismissal of Counterclaim Filed May 17, 2016	07/07/2016	1	0211-0227
Supplemental Pretrial Witness Disclosure	01/25/2017	3	0559-0561
Trial Statement	01/27/2017	3	0562-0628
Trial Statement	01/31/2017	3	0629-0650
Verified Opposition to Motion for Sanctions	09/09/2016	3	0448-0459

CERTIFICATE OF APPENDIX - NRAP 30(g)(1)

In compliance with NRAP 30(g)(1), I hereby certify that this Appendix consists of true and correct copies of the papers in the District Court file.

DATED this 8<sup>th</sup> day of February, 2018.

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By: /s/ Justin M. Townsend  
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Attorneys for Respondent,  
SHAUGHNAN L. HUGHES



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1 Case No.15-10DC-0876

2 Dept. No. I

3 The undersigned hereby affirms that  
4 this document does not contain the  
5 social security number of any person.

6   
JUSTIN M. TOWNSEND, Esq.

7 IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
8 IN AND FOR THE COUNTY OF CHURCHILL  
9

10 SHAUGHNAN L. HUGHES, an  
11 individual,

12 Plaintiff,

13 vs.

14 ELIZABETH C. HOWARD, an  
15 individual; and DOES I through  
16 XX, inclusive.

17 Defendants.  
18 \_\_\_\_\_/

**MOTION TO DISMISS  
COUNTERCLAIM;  
MOTION TO STRIKE**

19 COMES NOW, Plaintiff, SHAUGHNAN L. HUGHES, by and through his attorneys,  
20 ALLISON MacKENZIE, LTD., and hereby moves this Court for an order dismissing Defendant,  
21 ELIZABETH C. HOWARD's Counterclaim pursuant to NRCP 9(b) and 12(b)(5) and/or an order to  
22 strike certain allegations contained in Defendant's Counterclaim pursuant to NRCP 12(f). This  
23 Motion is made and based on the Memorandum of Points & Authorities submitted herewith and all  
24 papers and pleadings on file herein.

25 MEMORANDUM OF POINTS AND AUTHORITIES

26 I.

27 LEGAL STANDARD

28 NRCP 12(b)(5) provides that the defense of "failure to state a claim upon which relief  
can be granted" may be made by motion. A motion to dismiss a claim pursuant to NRCP 12(b)(5)  
tests the legal sufficiency of the claim set out against the moving party and the motion should be

1 granted if it appears beyond doubt that the plaintiff is entitled to no relief under any set of facts that  
2 could be proved in support of the claim. *Washoe Medical Center, Inc. v. Reliance Insurance Co.*,  
3 112 Nev. 494, 915 P.2d 288 (1996). The test to determine “whether allegations of a complaint are  
4 sufficient to assert a claim for relief is whether the allegations give fair notice of the nature and basis  
5 of a legally sufficient claim and the relief requested.” *Vacation Village, Inc. v. Hitachi America,*  
6 *Ltd.*, 110 Nev. 481, 484, 874 P.2d 74, 746 (1994).

7 NRCP 9(b) provides that allegations of fraud, mistake, and conditions of the mind are  
8 subject to a heightened pleading standard requiring that such averments be stated with particularity.  
9 In order to support a claim for fraud, specific details concerning the time, place, identity of the  
10 parties involved, and the nature of the fraud or mistake must be set forth with particularity. *Brown v.*  
11 *Kellar*, 97 Nev. 582, 636 P.2d 874 (1981) (cited by *Davenport v. Homecomings Financial, LLC*,  
12 2014 WL 1318964, Slip Copy (Nev. 2014)).

13 Finally, NRCP 12(f) provides that the Court may, on motion or on its own initiative,  
14 “order stricken from any pleading... any redundant, immaterial, impertinent, or scandalous matter.”  
15 Scandalous matter “is that which improperly casts a derogatory light on someone, most typically on  
16 a party to the action.” 5C Fed. Prac. & Proc. Civ. § 1382 (3d ed.) (analyzing the substantially  
17 identical FRCP 12(f)). Scandalous matter also refers to those allegations “that unnecessarily reflect  
18 on the moral character of an individual or states anything in repulsive language that detracts from the  
19 dignity of the Court.” 2 Moore’s Federal Practice § 12.37(3) at 12-97 (also analyzing FRCP 12(f)).

## 20 II.

### 21 BACKGROUND

22 On July 27, 2015, Plaintiff filed an action for partition of certain real property located  
23 at 11633 Fulkerson Road, Fallon, Nevada 89406 (the “Property”). Prior to filing the Complaint in  
24 this matter, Plaintiff had attempted to resolve this matter through informal, non-judicial means,  
25 which began on or about April 1, 2015. Defendant ignored all such attempts. Defendant also  
26 ignored the Complaint in this matter literally until the last possible moment. Defendant evaded  
27 service of the Complaint by traditional means and Plaintiff was forced to serve Defendant by  
28 publication. See Court’s September 23, 2015 Order Granting Publication of Summons. Service of

1 the Complaint was complete on or about October 21, 2015. Defendant's answer was, therefore, due  
2 on November 17, 2015.

3 In early October 2015, Defendant's counsel, Charles R. Kozak, Esq., contacted the  
4 undersigned by telephone to indicate that he was going to be retained by Defendant to file an answer.  
5 Around the same time, Defendant began making public online requests for financial support in  
6 answering the Complaint. These actions by Defendant demonstrate her awareness of and receipt of  
7 the Complaint and her evasions of the same.

8 On November 17, 2015, the undersigned verified with the Court that no answer had  
9 yet been filed. The undersigned notified Mr. Kozak of Plaintiff's intent to take Defendant's default  
10 if a responsive pleading was not filed by November 20, 2015. On or about midnight of Friday,  
11 November 20, 2015, Defendant faxed to the undersigned a copy of Defendant's Answer. It is not  
12 clear if or when the Answer was actually filed by Defendant as Plaintiff was never served a file-  
13 stamped copy of the Answer. Defendant's goal seems to be a willingness to drag this out as long as  
14 she can.

15 Plaintiff's intent in filing the Complaint is nothing more than to receive what is  
16 rightfully his – the value of his interest in the Property. To that end, Plaintiff asserts a single claim  
17 for relief – a partition of the Property, which is authorized by NRS Chapter 39. Defendant has filed  
18 a Counterclaim, whose goal is nothing more than to drag this dispute into the mud where she hopes  
19 to make this as time consuming and costly as possible. In furtherance of her frivolous Counterclaim,  
20 Defendant alleges fraud, but fails to plead facts necessary to support the same as required by NRCP  
21 9(b). In addition, Defendant alleges various immaterial, impertinent, and scandalous matters. These  
22 matters have no bearing on this matter and are designed simply to denigrate Plaintiff's character.

23 Again, this is a simple statutory matter, which can be disposed of pursuant to the  
24 provisions of NRS Chapter 39 in short order. Therefore, Plaintiff urges the Court to dismiss  
25 Defendant's Counterclaim on the basis that it contains claims that are not supported by the facts  
26 alleged. Plaintiff also urges the Court to strike all matters of a scandalous, impertinent, and  
27 immaterial nature. Finally, Plaintiff requests an order of attorneys' fees pursuant to NRS 18.010,  
28 which allows for such an award where the Court finds the Counterclaim "was brought or maintained

1 without reasonable ground or to harass the prevailing party.” Defendant lacks any basis for her four  
2 (4) claims for relief and much of her Counterclaim is riddled with material that is designed only to  
3 denigrate the characters of Plaintiff and his family. Therefore, an award of attorneys’ fees is  
4 appropriate.

5 III.

6 ARGUMENT

7 A. The Court should strike all scandalous, impertinent, and immaterial matter  
8 from Defendant’s Counterclaim.

9 This action is a dispute that is governed by NRS Chapter 39, which authorizes any  
10 person in possession of real property as joint tenant to bring an action for partition of said property.  
11 NRS 39.010. The provisions of NRS Chapter 39 govern how the partition is to be handled. It is  
12 straightforward. Defendant seeks, by way of her Counterclaim, to complicate these matters,  
13 ostensibly to drag this out and force Plaintiff to incur additional attorneys’ fees. Worse than alleging  
14 claims that have no basis in law, Defendant makes several allegations that have nothing to do with  
15 this dispute and serve only to make Plaintiff and his family look poorly to the Court.

16 Plaintiff respectfully requests that all immaterial, impertinent, and scandalous  
17 allegations pertaining to him and his family be stricken from the Counterclaim, including without  
18 limitation Paragraphs 7, 8, 9, 20, 28, 29, & 31.

19 In addition to being false, Paragraphs 7 & 8 speak of Plaintiff’s custody battles with  
20 his ex-wife and have nothing to do with the Complaint or any of the claims contained in the  
21 Counterclaim. There is simply no reason to inject those matters here. Defendant asserts in  
22 Paragraph 7 that Plaintiff resented paying his child support obligations and in Paragraph 8 that he  
23 only sought custody of his kids for the sake of his father, their grandfather. The only purpose of  
24 these allegations is to attempt to show that Plaintiff has no moral character.

25 Paragraph 9 asserts that one of Plaintiff’s daughter’s was “mentally unstable” and that  
26 both of his daughters “were and are habitual liars.” There is simply no reason for these absurd and  
27 unsubstantiated allegations. Further, it is repugnant that counsel for Defendant would include such  
28 allegations here. The allegations do nothing for Defendant’s case.

1 Paragraph 20 tells of playful bedroom behavior engaged in by Plaintiff in the privacy  
2 of the home shared by Plaintiff and Defendant. Even if the behavior complained of is true,  
3 Defendant never complained of this behavior to any authorities. The allegation is made for no other  
4 reason than to cast a derogatory light on Plaintiff and serves no purpose in supporting any of the  
5 claims made in the Counterclaim.

6 Paragraph 28 references horrific and untrue behavior between Plaintiff and his  
7 daughters (i.e., pedophilia). Again, it is repugnant and abhorrent that counsel for Defendant  
8 included such disgusting allegations without any substantiation whatsoever. The allegations are  
9 nothing less than scandalous and do nothing for Defendant's Counterclaim. Paragraph 28 also  
10 alleges that Plaintiff instructed his daughter to push Defendant off of a porch and that his daughter  
11 did so. Even if this were true, it does nothing for Defendant's case. The fact of the matter is that  
12 these allegations are false. Sheriff's deputies came to the house to calm a hysterical Defendant at the  
13 request of Plaintiff. Said deputies reported that "[b]oth parties stated nothing physical occurred  
14 between them with the exception of the door being closed in her face." A copy of the August 29,  
15 2014 Churchill County Sheriff's Report is incorporated herein and attached hereto as **Exhibit "1"**.

16 Paragraph 29 contains allegations about statements allegedly made by Plaintiff's  
17 father about Defendant's mother. Plaintiff is at a loss to understand how those allegations, even if  
18 true, could possibly support any of Defendant's claims. They simply do not and must be stricken.

19 Paragraph 31 contains allegations about an accident allegedly suffered by Defendant  
20 and Plaintiff and his daughters allegedly not caring about her injuries. Even if true, these allegations  
21 are scandalous in nature and do not support any of Defendant's claims.

22 Allegations about Plaintiff and Defendant's plans to marry also seem to be  
23 impertinent and immaterial to the matters at hand and should therefore be stricken. *See e.g.*, Answer  
24 & Counterclaim at ¶¶ 14-15.

25 In addition, even if presumed true, allegations about Plaintiff's work history and  
26 totaling his car are immaterial and impertinent and ought to be stricken. *See e.g.*, Answer &  
27 Counterclaim at ¶¶ 17-18.  
28

1 Finally, allegations about Defendant's mother have nothing to do with any of  
2 Defendant's claims or with Plaintiff's claim for partition. All such allegations must be stricken as  
3 impertinent and immaterial. *See e.g.*, ¶¶ 15, 17, 22-26, 29, & 31.

4 Each of the foregoing allegations are designed to cast a derogatory light on Plaintiff  
5 and/or his daughters and father or are entirely impertinent and immaterial to the matters at hand.  
6 They are nothing more than an attempt to poison the Court against Plaintiff and must be stricken  
7 from the Counterclaim. Plaintiff's claim for partition must be allowed to proceed according to  
8 statute and without the Court becoming prejudiced by these defamatory, salacious, scandalous, and  
9 false statements. For these reasons, Plaintiff respectfully requests an order striking all such material  
10 from the Counterclaim pursuant to NRCP 12(f).

11 **B. Defendant's claim of fraud is not well-pleaded and must be dismissed**  
12 **pursuant to NRCP 9(b) and NRCP 12(b)(5).**

13 As set forth above, a claim for fraud must be supported by specific factual allegations  
14 concerning the time, place, parties, and nature of the alleged fraud. In other words, a pleading that  
15 contains a claim of fraud must contain the "who, what, when, where, how and why" of the fraud  
16 allegations. *See Rocker v. KPMG LLP*, 122 Nev. 1185, 148 P.3d 703 (2006) (abrogated on other  
17 grounds by *Buzz Stew, LLC v. City of North Las Vegas*, 124 Nev. 224, 181 P.3d 670 (2008)).  
18 Further, in Nevada a claim for fraud is shown when (a) the party against whom the claim is asserted  
19 made a false representation; (b) said party knew or believed his representation to be false; (c) said  
20 party intended to induce the other party to act or refrain from acting upon the misrepresentation; (d)  
21 the aggrieved party justifiably relied upon the misrepresentation; and (e) the aggrieved party  
22 sustained damages. *See Barmettler v. Reno Air, Inc.*, 114 Nev. 441, 956 P.2d 1382 (1998) and  
23 *Blanchard v. Blanchard*, 108 Nev. 908, 839 P.2d 1320 (1992).

24 Defendant fails to plead a claim for relief for fraud. She alleges, in pertinent part,  
25 that:

26 "33. Plaintiff/Counterdefendant exerted undue influence on Defendant/  
27 Counterclaimant to quit claim Plaintiff/Counterdefendant on the deed to  
her residence five (5) days after she closed the sale.

28 34. Defendant/Counterclaimant has suffered damages as a proximate  
result of Plaintiff's/Counterdefendant's actions because she has been  
deprived of a peaceful and safe place for her and her relatives to reside."

1 Answer & Counterclaim at p. 11, ll. 11-17.

2 Defendant fails to plead any of the required elements of a claim for fraud. Indeed,  
3 Defendant fails to allege even a single instance of Plaintiff making misrepresentations to her in order  
4 to induce her to execute the quitclaim deed to herself and Defendant. Moreover, she asserts that she  
5 "was under a doctor's care and on heavy medication at that time due to her injuries, and does not  
6 have a clear recollection as to the circumstances surrounding her execution of the quit claim [sic]  
7 deed." Answer & Counterclaim at p. 5, ll. 18-21 (§ 13). Pleading fraud with particularity is required  
8 in order to afford adequate notice to the opposing parties, "so that they can defend against the charge  
9 and not just deny that they have done anything wrong." *Rocker*, 122 Nev. at 1192 (internal  
10 quotations omitted). Plaintiff can do nothing but deny he did anything wrong here because  
11 Defendant fails to demonstrate what, precisely, Plaintiff did to fraudulently induce Defendant to act.  
12 Defendant also fails to allege that she relied on any statements made by Plaintiff, let alone that  
13 Plaintiff had made any statements whatsoever to induce her to act.

14 Instead, Defendant seems to rely on a series of allegations designed to show  
15 Plaintiff's alleged undue influence. Even if the Court accepts each such allegation of undue  
16 influence as true (and, here, they are simply not true), such allegations fail to give rise to a claim of  
17 fraud. To proceed on a claim of fraud, Defendant should have alleged specifically what  
18 representations Plaintiff made to Defendant, when he made them, how he made them (i.e., verbally,  
19 in writing, etc.), and why the representations were false. She pleads none of these things.

20 For the foregoing reasons, Defendant's claim for fraud must be dismissed pursuant to  
21 NRCP 9(b) (failure to plead fraud with particularity) and NRCP 12(b)(5) (failure to plead any facts  
22 that support the elements of a claim for fraud in Nevada).

23 **C. Defendant fails to plead facts giving rise to a claim for conversion.**

24 Defendant's second claim for relief is a claim for conversion on which she alleges  
25 three distinct acts of conversion: (1) that Plaintiff "knew that certain income and medical/disability  
26 payments were for exclusively for Defendant/Counterclaimant;" (2) that Plaintiff "also knew that the  
27 cash and monies of "Verda" belonged to her and that he knowingly stole her money by manipulating  
28 her to put it in his safe;" and (3) that Plaintiff "knowingly took the food stamp benefits of

1 Defendant/Counterclaimant for his use and benefit." Answer & Counterclaim at p. 11, l. 23 to p. 12,  
2 l. 1 (§§ 36-38).

3 In order to prevail on a claim for conversion in Nevada, Defendant must allege and  
4 prove that Plaintiff committed a distinct act of dominion wrongfully exerted over Defendant's  
5 personal property and that the act was in denial of, or inconsistent with, Defendant's title or rights  
6 therein, or the act was in derogation, exclusion, or defiance of Defendant's title or rights in the  
7 personal property. See *Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 5 P.3d 1043 (2000);  
8 *Ferreira v. P.C.H. Inc.*, 105 Nev. 305, 774 P.2d 1041 (1989); and *Wantz v. Redfield*, 74 Nev. 196,  
9 326 P.2d 413 (1958). The claim of conversion is generally limited to those severe, major, and  
10 important interferences with the right to control personal property that justify requiring the actor to  
11 pay the property's full value. *Edwards v. Emperor's Garden Restaurant*, 122 Nev. 317, 130 P.3d  
12 1280 (2006).

13 **1. Defendant has no standing to bring a claim of conversion of property**  
14 **that does not belong to Defendant.**

15 Defendant has no standing to sue on any claim relating to personal property  
16 belonging to Verda, Defendant's mother. A claim for conversion may only be maintained where the  
17 party asserting said claim has title or rights in the property allegedly converted. Defendant has  
18 asserted no legal right to the money she alleged Plaintiff "stole" from Verda. Even if the Court  
19 assumes Defendant's allegations on this matter are true, they do not give rise to a claim that Plaintiff  
20 converted Defendant's personal property.

21 **2. Defendant has not alleged any fact to support a claim that Plaintiff**  
22 **exerted dominion over Plaintiff's income and medical payments.**

23 With regard to Defendant's "certain income and medical/disability payments,"  
24 Defendant alleges as follows:

25 "5. On November 2, 2010, Defendant/Counterclaimant received  
26 \$4,489.14 as a settlement for her dog bite case. Defendant/  
27 Counterclaimant used part of her settlement being \$2,500 to purchase one-  
28 half interest in a 1995 Toyota 4-runner with the Plaintiff/  
Counterdefendant. Plaintiff/Counterdefendant also insisted Defendant/  
Counterclaimant purchase a bed for \$1,500 for Defendant/  
Counterclaimant and Plaintiff/Counterdefendant to sleep on since they  
were sleeping on a sponge on the floor.



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10. Eventually, Defendant/Counterclaimant received her settlement check in the amount of \$156,000 on June 13, 2012. With the proceeds, Defendant/Counterclaimant purchased the property located at 11633 Fulkerson Road in Fallon, Nevada.

11. Plaintiff/Counterdefendant insisted that Defendant/Counterclaimant put numerous improvements on the property all of which she paid for. They included a \$25,000 garage, a few thousand dollars of base rock, and about 700 railroad ties for retaining walls and fence posts.

17, ...Plaintiff/Counterclaimant was forced to pay all the bills and buy food. Defendant/Counterclaimant did so under duress; and if she complained, Plaintiff/Counterdefendant would yell, "I don't have a job, and you have a paycheck, you're loaded." Defendant/Counterclaimant was existing on a \$912 per month social security disability check, and Defendant/Counterclaimant's mother "Verda" was also chipping in over \$200 a month."

Answer & Counterclaim at p. 3, l. 23 to p. 4, l. 1; p. 5, ll. 1-4; and p. 6, ll. 13-19.

Defendant fails to allege that Plaintiff has exerted any distinct acts of dominion over Defendant's income or disability payments. Even if the foregoing allegations contained in the Counterclaim are true (they are not), at most Plaintiff *insisted* that Defendant provide food and a bed for Plaintiff, Defendant, and Plaintiff's children. Plaintiff is not alleged to have exerted dominion over Defendant's income or disability payments. He is not alleged to have stolen money from Defendant. Plaintiff can find no law to support a claim for conversion that is based on nothing more than *insisting* that a person use her personal property to benefit another. Further, the personal property at issue here was used for the benefit of both Plaintiff and Defendant. There is no conversion on these alleged facts.

3. Defendant concedes that the food stamps were for the benefit of Plaintiff, Defendant, and Plaintiff's children.

Finally, with regard to the food stamp benefits, Defendant expressly concedes that "Defendant/Counterclaimant sat in [the food stamps office] and was able to get a food card for the four of them," meaning Plaintiff, Defendant, and Plaintiff's two (2) children. Answer & Counterclaim at p. 9, ll. 27-28 (¶ 30) (emphasis added). Defendant complains that Plaintiff used the food card, but acknowledges that the food card was for him, his daughters, and Defendant. It seems that Defendant concedes that the food card was the personal property of both Plaintiff and Defendant and, so, assuming Plaintiff's assertions concerning the food card are true, Defendant could not have

1 wrongfully exerted dominion over it. Further, Defendant fails to articulate how Plaintiff's alleged  
2 use of the food card was inconsistent with or in defiance of Defendant's rights to the food card.

3 **4. Each of Defendant's claims for conversion fail to state a claim upon**  
4 **with relief may be granted.**

5 As shown above, each of Defendant's claims for conversion must fail as a matter of  
6 law. Even if all of the supporting allegations are accepted by the Court as true, the allegations fail to  
7 give rise to a single claim of conversion. For this reason, Plaintiff respectfully requests an order  
8 dismissing Defendant's claim for conversion under NRCP 12(b)(5).

9 **D. Defendant fails to plead a claim for intentional infliction of emotional**  
10 **distress.**

11 In order to prevail on a claim for intentional infliction of emotional distress,  
12 Defendant must allege and show that Plaintiff's conduct was extreme or outrageous with either the  
13 intention of, or reckless disregard for causing emotional distress to Defendant; and that Defendant  
14 suffered severe or extreme emotional distress as the actual or proximate result of Defendant's  
15 conduct. *See Dillard Dept. Stores, Inc. v. Beckwith*, 115 Nev. 372, 989 P.2d 882 (1999) and *Miller*  
16 *v. Jones*, 114 Nev. 1291, 970 P.2d 571 (1998). Extreme and outrageous conduct is that which is  
17 outside all possible bounds of decency and is regarded as utterly intolerable in a civilized  
18 community. *See Maduike v. Agency Rent-A-Car*, 114 Nev. 1, 953 P.2d 24 (1998). Defendant must  
19 present objectively verifiable indicia of the severity of her alleged emotional distress. *See Miller*,  
20 114 Nev. at 1300. Defendant must describe in the Counterclaim what conduct by Plaintiff she  
21 considered extreme and outrageous. *Davenport, supra.* (citing *Star v. Rabello*, 97 Nev. 124, 625  
22 p.2d 90 (1981)).

23 Defendant describes the conduct giving rise to her claim of intentional infliction of  
24 emotional distress as consisting of "berating and belittling the Defendant/Counterclaimant in front of  
25 others." Answer & Counterclaim at p. 12, ll. 9-11 (¶ 41). Specific allegations in support of  
26 Paragraph 42 of the Counterclaim consist of a handful of incidents in which Plaintiff and Defendant  
27 allegedly engaged in non-physical domestic arguments. *See e.g.* Counterclaim at ¶¶ 17, 19, 26, &  
28 27. All married and cohabitating couples have disputes from time to time. Further, Defendant offers

1 nothing in the way of allegations that Plaintiff's behavior was specifically intended to cause  
2 emotional distress to Defendant or that his alleged "berating and belittling" of Defendant was so  
3 outrageous and extreme as to rise to the level necessary to prevail on this claim.

4 In addition to a failure to show that Defendant is guilty of extreme or outrageous  
5 behavior or that such behavior was intended to cause emotional distress, Defendant utterly fails to  
6 demonstrate that she suffered from severe emotional distress or that any such distress was  
7 proximately caused by Plaintiff's behavior. As close as Defendant gets is asserting that Plaintiff's  
8 behavior resulted in her seeking "medical attention which resulted in hospitalization." Answer &  
9 Counterclaim at p. 12, ll. 12-13 (¶ 42). The only hospitalization she speaks of, however, was a  
10 result of a "dizzy spell" that she allegedly suffered while Plaintiff and Defendant were emptying a  
11 septic tank. See Answer & Counterclaim at p. 10, l. 11 to p. 11, l. 5. The hospitalization spoken of in  
12 the Counterclaim is tied to physical activity, not any behavior of Plaintiff. Defendant offers no  
13 evidence nor does she make any specific factual allegations concerning Plaintiff's alleged behavior  
14 proximately causing Defendant to suffer from severe emotional distress.

15 Indeed, Defendant offers no factual allegations of any emotional distress, and  
16 certainly not any severe emotional distress as required by Nevada law. Disappointment with her  
17 relationship, anger, or even depression are not equivalent to severe emotional distress. See e.g.,  
18 *Miller*, 114 Nev. at 1300. For the foregoing reasons, Plaintiff requests an order dismissing  
19 Defendant's counterclaim for intentional infliction of emotional distress.

20 **E. Specific performance is not a cognizable claim for relief in this matter.**

21 Defendant's final claim for relief is denominated as one for "specific performance."  
22 Specifically, Defendant demands that Plaintiff be required to relinquish his rights in the Property on  
23 the basis that Plaintiff "has no legal equitable investment in the property." Answer & Counterclaim  
24 at p. 12, ll. 23-26 (¶ 45). First, Plaintiff has a joint tenancy interest in the Property as admitted by  
25 Defendant. See Answer & Counterclaim at p. 2, ll. 7-16 (Defendant seems to have misnumbered the  
26 paragraphs of the Complaint, but she admits the allegations of Paragraphs 3-8, including Paragraph 5  
27 in which Plaintiff asserts the Property was deeded to Plaintiff and Defendant as joint tenants).  
28

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1 Furthermore, a claim for specific performance only lies where there is a contract  
2 between the parties, which one party seeks to enforce against the other. *See e.g., Serpa v. Darling*,  
3 107 Nev. 299, 810 P.2d 778 (1991). In a claim for specific performance, the party alleging the claim  
4 is seeking for an order that the other party specifically perform some contractual obligation. Absent  
5 a contract, the claim simply makes no sense. There is no contract alleged here between Plaintiff and  
6 Defendant. Therefore, there can be no claim for specific performance. For this reason, Plaintiff  
7 respectfully requests an order dismissing Defendant's fourth claim for relief.

8 IV.

9 CONCLUSION

10 For the reasons set forth herein, Plaintiff respectfully requests an order striking all  
11 allegations of a scandalous, immaterial, or impertinent nature pursuant to NRCP 12(f). Plaintiff also  
12 respectfully requests an order dismissing the entirety of Defendant's Counterclaim pursuant to  
13 NRCP 9(b) (failure to plead fraud with particularity) and NRCP 12(b)(5) (failure to plead a claim for  
14 which relief can be granted).

15 DATED this 10<sup>th</sup> day of December, 2015.

16 ALLISON MacKENZIE, LTD.  
17 402 North Division Street  
18 Carson City, NV 89703-4168

19 By:

  
20 JUSTIN M. TOWNSEND, ESQ.  
21 Nevada State Bar No. 12293

22 Attorneys for Plaintiff,  
23 SHAUGHNAN L. HUGHES  
24  
25  
26  
27  
28

## CERTIFICATE OF SERVICE

Pursuant to NRCP Rule 5(b), I hereby certify that I am an employee of ALLISON, MacKENZIE, LTD., Attorneys at Law, and that on this date, I caused the foregoing document to be served on all parties to this action by:

X Placing a true copy thereof in a sealed postage prepaid envelope in the United States  
Mail in Carson City, Nevada [NRCP 5(b)(2)(B)]

Hand-delivery - via Reno/Carson Messenger Service [NRCP 5(b)(2)(A)]

Facsimile

\_\_\_\_\_ Federal Express, UPS, or other overnight delivery

\_\_\_\_ E-filing pursuant to Section IV of District of Nevada Electronic Filing Procedures  
[NRCF 5(b)(2)(D)]

fully addressed as follows:

CHARLES R. KOZAK, ESQ.  
KOZAK LAW FIRM  
3100 Mill Street, Suite 115  
Reno, NV 89502

DATED this 10<sup>th</sup> day of December, 2015.

NANCY FONTENOT

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INDEX OF EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>	<u>Number of Pages (Including Cover Page)</u>
"1"	August 29, 2014 Churchill County Sheriff's Report	6
4821-1637-5084, v. 2		

**EXHIBIT “1”**

**EXHIBIT “1”**

Aug 29-2014



## Churchill County Sheriff's Office

Report for Incident C14-05328

Nature: 911 CALL  
Location: S10

Address: 11633 FULKERSON RD; COUNTY  
Fallon NV 89406

### Offense Codes:

Received By: J Whitaker      How Received: 9      Agency: CHSO  
Responding Officers:  
Responsible Officers: C Sweeney      Disposition: CLI 08/29/14  
When Reported: 16:24:59 08/29/14      Occurred Between: 16:24:59 08/29/14 and 16:24:59 08/29/14

Assigned To:      Detail:      Date Assigned: \*\*/\*\*/\*\*  
Status:      Status Date: \*\*/\*\*/\*\*      Due Date: \*\*/\*\*/\*\*

Complainant: 91735

Last: HUGHES

First: SHAUGHNAN

Mid: LEE

DOB: 06/30/76

Dr Lic: 0401277191

Address: 6720 SIERRA WAY; COUNTY

Race: W

Sex: M

Phone: (775)685-6538

City: Fallon, NV 89406

Alert Codes:

### Offense Codes

Reported: MISC Miscellaneous crime/incident  
Additional Offense: MISC Miscellaneous crime/incident

Observed: MISC Miscellaneous crime/incident

### Circumstances

Responding Officers:      Unit :  
C Sweeney      492  
L Orozco      434

Responsible Officer: C Sweeney

Agency: CHSO

Received By: J Whitaker

Last Radio Log: \*\*/\*\*/\*\* \*\*/\*\*/\*\*

How Received: 9 911 Line

Clearance: SOI Incident Only

When Reported: 16:24:59 08/29/14

Disposition: CLI Date: 08/29/14

Reviewed By: 434

Occurred between: 16:24:59 08/29/14

Approved By:

and: 16:24:59 08/29/14

Modus Operandi:

Description :

Method :

ORIGINAL  
INCIDENT



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**Involvements**

<b>Date</b>	<b>Type</b>	<b>Description</b>	
08/29/14	Name	HUGHES, SHAUGHNAN LEE	Complainant
08/29/14	Name	HOWARD, ELIZABETH CAROLE	SUBJECT
08/29/14	Cad Call	16:24:59 08/29/14 911 CALL	Initiating Call

### Narrative

Responded to 11633 Fulkerson Road along with Sergenat Orozco for a report of a domestic situation. It was reported by Shawn Hughes that his fiancée Elizabeth Hughes had told him and the kids she was going to kill them and was throwing rocks at them.

Sgt. Orozco and I arrived on scene and made contact with Shawn who was locked inside the residence along with his teenage children.

Shawn advised me that Elizabeth had walked off from the residence and he did not know where she was at, but believed she may be in her mother's residence at the back side of the property.

Shawn said Elizabeth flipped out and began to yell and tell him she was going to kill them. Shawn advised his kids to go inside the house and when she attempted to force her way into the residence he shut the door in her face preventing her from entering.

Contact was made with Elizabeth who was upset and stated that she did not make the comment and if she did it was off hand and would not do anything to hurt anybody let alone them.

She stated they had engaged in an argument and from there he walked away and told his daughter to call the police and began to yell she is going to kill us.

The situation between Elizabeth and Shawn is on that appears to have been on going in the sense of they cannot see eye to eye on their relationship.

Elizabeth decided to stay in her mother's residence for the night, and Shawn and the kids were going to stay in the main residence.

Both parties stated nothing physical occurred between them with the exception of the door being closed in her face.

They both decided to stay in their respected residences and if there were any further problems to call the Sheriff's Office.

Deputy Sweeney #692

## Supplement

CAD Call info/comments

=====

11633 FULKERSON, FIANCIE IS TRYING TO HURT ME AND MY DAUGHTERS - SHE WAS THROWING  
ROCKS AT US, SHE HAS BEEN HOSTILE ALL DAY, HAVE LOCKED ALL THE WEAPONS IN THE  
HOUSE - SHE IS TELLING US THAT SHE IS GOING TO KILL US - FEMALE SUBJECT IS  
ELIZABETH HOWARDS  
RP IS SHAWN HUGHES 775-685-6538  
19:28:52 08/29/2014 - J Whitaker  
GATE TO ACCESS PROPERTY IS LATCHED BUT NOT LOCKED  
19:33:09 08/29/2014 - J Whitaker  
RP IS LOCKED IN THE MAIN HOUSE, THERE IS ANOTHER ACCESORY DWELLING WHERE HER  
MOM LIVES, BUT HER MOM IS CURRENTLY OUT OF TOWN  
19:36:17 08/29/2014 - J Whitaker  
NO WEAPONS IN THE OTHER HOUSE BESIDES STEAK KNIFES  
19:36:53 08/29/2014 - J Whitaker  
SHE HAS NOT BEEN DRINKING, HAS ALWAYS HAD A PROBLEM W/ HER TEMPER BUT NEVER  
THIS BAD  
19:37:00 08/29/2014 - J Whitaker  
DAUGHTERS ARE 13 AND 15  
19:41:46 08/29/2014 - J Whitaker - From: C Sweeney  
23  
19:51:20 08/29/2014 - J Whitaker - From: L Orozco  
CODE 4  
20:19:22 08/29/2014 - J Whitaker - From: L Orozco  
CODE 4, ETA TO CLEAR APPROX 5 MIN  
20:23:31 08/29/2014 - J Whitaker - From: C Sweeney  
CLEAR, C4 DOMDIS ONLY - BOTH PARTIES ARE SEPERATED

---

**Name Involvements:**

Complainant : 91735

Last: HUGHES

First: SHAUGHNAN

Mid: LEE

DOB: 06/30/76

Dr Lic: 0401277191

DL State: NV

Address: 6720 SIERRA WAY;  
COUNTYCity: Fallon, NV  
89406

Phone: (775)685-6538

Race: W

Sex: M

Wk Phone: (775)575-4343

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SUBJECT : 167502

Last: HOWARD

First: ELIZABETH

Mid: CAROLE

DOB: 05/14/62

Dr Lic: 0403859127

DL State: NV

Address: 11633 FULKERSON  
RD; COUNTYCity: Fallon, NV  
89406

Phone: (775)410-4505

Race: W

Sex: F

Wk Phone: () -

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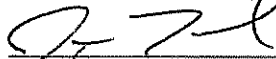
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COURT CLERK

~~Rhonda Hooten~~ DEPUTY

1 Case No.15-10DC-0876

2 Dept. No. I

3 The undersigned hereby affirms that  
4 this document does not contain the  
5 social security number of any person.



6 JUSTIN M. TOWNSEND, Esq.

7 IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
8 IN AND FOR THE COUNTY OF CHURCHILL  
9

10 SHAUGHNAN L. HUGHES, an  
11 individual,

12 Plaintiff,

13 vs.

14 ELIZABETH C. HOWARD, an  
15 individual; and DOES I through  
16 XX, inclusive.

17 Defendants.  
18

19 PLAINTIFF'S REPLY TO THE FAILURE TO OPPOSE  
20 MOTION TO DISMISS COUNTERCLAIM; MOTION TO STRIKE

21 COMES NOW, Plaintiff, SHAUGHNAN L. HUGHES, by and through his attorneys,  
22 ALLISON MacKENZIE, LTD., and hereby files this Reply to the Failure to Oppose Plaintiff's  
23 Motion to Dismiss Counterclaim; Motion to Strike. This Reply is made and based upon the  
24 following Memorandum of Points & Authorities as well as all documents and pleadings on file with  
25 the Court herein.

26 MEMORANDUM OF POINTS AND AUTHORITIES

27 I.

28 STATUS OF MOTION

Plaintiff timely filed a Motion to Dismiss Counterclaim; Motion to Strike  
(collectively "Motion") with this Court on December 11, 2015. Said Motion was served by placing

ALLISON MacKENZIE, LTD.  
402 North Division Street, P.O. Box 646, Carson City, NV 89702  
Telephone: (775) 687-0202 Fax: (775) 882-7918  
E-Mail Address: law@allisonmackenzie.com

1 a true copy thereof in a sealed postage prepaid envelope in the United States Mail pursuant to NRC  
2 5, on December 10, 2015, upon Defendant, ELIZABETH HOWARD's ("Defendant") attorney.  
3 Defendant has not filed an opposition to the Motion with this Court.

4 II.

5 DISCUSSION

6 The Tenth Judicial District Court Rules ("10JDCR"), Rule 15(11), provides in  
7 pertinent part:

- 8 (11) Failure of the opposing party to timely serve and file a written  
9 opposition, together with supporting points and authorities, may be  
10 construed by the Court as an admission that the motion is  
meritorious and a consent to granting the same.

11 NRC 5(b)(2)(B) states that service of a motion may be made by mailing a copy to  
12 the attorney or the party at his or her last known address. Service by mail is complete on mailing.

13 Plaintiff served his Motion to Dismiss Counterclaim; Motion to Strike on December  
14 10, 2015 upon Defendant's attorney via first class mail to said attorney's office. The Certificate of  
15 Service evidencing this service by first class mail is attached to the Motion to Dismiss Counterclaim;  
16 Motion to Strike and is on file with the Court. Defendant thus had 10 days, plus 3 days for mailing,  
17 in which to file an opposition pursuant to 10JDCR 15. The opposition was therefore due on  
18 December 28, 2015. At the time of filing of this Reply, no opposition has been filed.

19 Plaintiff's failure to timely file an opposition should be construed as an admission  
20 that the Motion is meritorious and a consent to the granting of the motion. For this reason Plaintiff's  
21 Motion to Dismiss Counterclaim; Motion to Strike should be granted.

22 ///

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III.

CONCLUSION

Plaintiff respectfully requests that his Motion to Dismiss Counterclaim; Motion to Strike be GRANTED upon the merits of the arguments contained therein and due to Defendant's failure to comply with Tenth Judicial District Court Rule 15. A Proposed Order Granting Plaintiff's Motion to Dismiss Counterclaim; Motion to Strike is being submitted simultaneously herewith. If an opposition is filed and the Court allows and considers said opposition, Plaintiff respectfully requests an opportunity to reply to said opposition.

DATED this 29<sup>th</sup> day of December, 2015.

ALLISON MacKENZIE, LTD.  
402 North Division Street  
Carson City, NV 89703-4168

By:   
JUSTIN M. TOWNSEND, ESQ.  
Nevada State Bar No. 12293

Attorneys for Plaintiff,  
SHAUGHNAN L. HUGHES

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP Rule 5(b), I hereby certify that I am an employee of ALLISON,  
3 MacKENZIE, LTD., Attorneys at Law, and that on this date, I caused the foregoing document to be  
4 served on all parties to this action by:

5 X Placing a true copy thereof in a sealed postage prepaid envelope in the United States  
6 Mail in Carson City, Nevada [NRCP 5(b)(2)(B)]

7 \_\_\_\_\_ Hand-delivery - via Reno/Carson Messenger Service [NRCP 5(b)(2)(A)]

8 \_\_\_\_\_ Facsimile

9 \_\_\_\_\_ Federal Express, UPS, or other overnight delivery

10 \_\_\_\_\_ E-filing pursuant to Section IV of District of Nevada Electronic Filing Procedures  
[NRCP 5(b)(2)(D)]

11 fully addressed as follows:

12 CHARLES R. KOZAK, ESQ.  
13 KOZAK LAW FIRM  
14 3100 Mill Street, Suite 115  
Reno, NV 89502

15 DATED this 29<sup>th</sup> day of December, 2015.

16   
17 NANCY FONTENOT

18 4850-8275-3324, v. 1

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E-Mail Address: law@allisonmackenzie.com

Case No.15-10DC-0876

Dept. No. I

Tiffany Joseph

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IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF CHURCHILL

SHAUGHNAN L. HUGHES, an  
individual,

Plaintiff,

vs.

ELIZABETH C. HOWARD, an  
individual; and DOES I through  
XX, inclusive.

Defendants.

**ORDER GRANTING PLAINTIFF'S  
MOTION TO DISMISS COUNTERCLAIM; MOTION TO STRIKE**

This matter comes before the Court on Plaintiff's Motion to Dismiss Counterclaim; Motion to Strike. The Court having read the papers and the law applicable to the issues raised; and considered the merits of the matter; and good cause appearing therefor; and Defendant's failure to oppose the Motion to Dismiss Counterclaim; Motion to Strike,

**IT IS HEREBY ORDERED** that Plaintiff's Motion to Dismiss Counterclaim and Motion to Strike are **GRANTED** in their entirety.

DATED this 7<sup>th</sup> day of January, 2016.

  
DISTRICT COURT JUDGE

ALLISON MacKENZIE, LTD.  
402 North Division Street, P.O. Box 646, Carson City, NV 89702  
Telephone: (775) 687-0202 Fax: (775) 882-7918  
E-Mail Address: law@allisonmackenzie.com

1 Respectfully submitted by:

2 ALLISON MacKENZIE, LTD.  
3 402 North Division Street  
4 Carson City, NV 89703-4168

5 By:

  
6 JUSTIN M. TOWNSEND, ESQ.  
7 Nevada State Bar No. 12293

8 Attorneys for Plaintiff,  
9 SHAUGHNAN L. HUGHES

10 4833-9421-8284, v. 1

ALLISON MacKENZIE, LTD.  
402 North Division Street, P.O. Box 646, Carson City, NV 89702  
Telephone: (775) 687-0202 Fax: (775) 882-7918  
E-Mail Address: law@allisonmackenzie.com

1 Case No.15-10DC-0876

2 Dept. No. I

3 The undersigned hereby affirms that  
4 this document does not contain the  
5 social security number of any person

6   
7 JUSTIN M. TOWNSEND, Esq.

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FILED

IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF CHURCHILL

SHAUGHNAN L. HUGHES, an  
individual,

Plaintiff,

vs.

ELIZABETH C. HOWARD, an  
individual; and DOES I through  
XX, inclusive.

Defendants.

PLAINTIFF'S CASE CONFERENCE REPORT

DISCOVERY PLANNING/DISPUTE CONFERENCE REQUESTED: YES X NO   

I.

PROCEEDINGS PRIOR TO CASE CONFERENCE REPORT

A. DATE OF FILING OF COMPLAINT: July 27, 2015.

B. DATE OF FILING OF ANSWER BY DEFENDANT: November 20, 2015.

C. DATE THAT EARLY CASE CONFERENCE WAS HELD AND WHO  
ATTENDED: The early case conference was held telephonically on February 16, 2016. JUSTIN  
M. TOWNSEND, Esq. attended on behalf of Plaintiff and CHARLES R. KOZAK, Esq. attended on  
behalf of Defendant.

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1 II.

2 A BRIEF DESCRIPTION OF THE NATURE OF THE ACTION

3 AND EACH CLAIM FOR RELIEF OR DEFENSE: [16.1(c)(1)]

4 A. Description of the action: Plaintiff and Defendant own, in joint tenancy, an undivided  
5 one hundred percent (100%) interest in real property commonly referred to as 11633 Fulkerson  
6 Road, Fallon, Nevada 89406. Plaintiff seeks a partition or sale of the aforementioned property under  
7 NRS Chapter 39.

8 B. Claim for relief: Partition.

9 C. Defenses: Defendant does not set forth any affirmative defenses.

10 III.

11 LIST OF ALL DOCUMENTS, DATA COMPILATIONS AND TANGIBLE THINGS

12 IN THE POSSESSION, CUSTODY OR CONTROL OF EACH PARTY WHICH

13 WERE IDENTIFIED OR PROVIDED AT THE EARLY CASE CONFERENCE

14 OR AS A RESULT THEREOF: [16.1(a)(1)(B) and 16.1(c)(4)]

15 A. Plaintiff: Provided to Defendant on March 1, 2016, see Exhibit "1" attached hereto.

16 B. Defendant has not provided to Plaintiff any of the items required by NRCP 16.1.

17 IV.

18 LIST OF PERSONS IDENTIFIED BY EACH PARTY AS LIKELY TO HAVE

19 INFORMATION DISCOVERABLE UNDER RULE 26(b), INCLUDING

20 IMPEACHMENT OR REBUTTAL WITNESSES: [16.1(a)(1)(A) and 16.1(c)(3)]

21 A. Plaintiff: Provided to Defendants on March 1, 2016, see Exhibit "1" attached hereto.

22 B. Defendant has not provided to Plaintiff any of the items required by NRCP 16.1.

23 V.

24 DISCOVERY PLAN: [16.1(b)(2) and 16.1(c)(2)]

25 A. What changes, if any, should be made in the timing, form or requirements for  
26 disclosures under 16.1(a): None.

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- 1 B. When disclosures under 16.1(a)(1) were made or will be made:
- 2 1. Plaintiff's disclosures: March 1, 2016.
- 3 2. Defendant's disclosures: Defendant has not made the disclosures required by
- 4 NRCP 16.1(a)(1).
- 5 C. Subjects on which discovery may be needed:
- 6 Discoverable areas within the Rules of Civil Procedure on the Complaint allegations
- 7 and Defendants' denials and defenses.
- 8 D. Should discovery be conducted in phases or limited to or focused upon particular
- 9 issues?
- 10 Discovery should be focused upon ascertaining the value of the property, each party's
- 11 respective interest therein, and whether partition or sale under NRS Chapter 39 makes
- 12 more sense under the existing circumstances.
- 13 E. What changes, if any, should be made in limitations on discovery imposed under
- 14 these rules and what, if any, other limitations should be imposed?
- 15 None.
- 16 F. What, if any, other orders should be entered by Court under Rule 26(c) or Rule 16(b)
- 17 and (c):
- 18 None.
- 19 G. Estimated time for trial:
- 20 1 day.

VI.

DISCOVERY AND MOTION DATES: [16.1(c)(5)-(8)]

- 21 A. Dates agreed by the parties:
- 22 1. Close of discovery: June 30, 2016
- 23 2. Final date to file motions to amend pleadings or add parties (without a further
- 24 court order):
- 25 90 days before close of
- 26 discovery
- 27 3. Final dates for expert disclosures:
- 28 i. initial disclosure: 45 days before close of
- discovery

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ii. rebuttal disclosures: 30 days after initial disclosure

4. Final date to file dispositive motions: No agreement reached.

B. In the event the parties do not agree on dates, the following section must be completed:

1. Plaintiff's suggested close of discovery: N/A  
enter calendar date

Defendant's suggested close of discovery: N/A  
enter calendar date

2. Final date to file motions to amend pleadings or add parties (without a further court order):

Plaintiff's suggested: N/A  
enter calendar date  
(Not later than 90 days before close of discovery)

Defendant's suggested: N/A  
enter calendar date  
(Not later than 90 days before close of discovery)

3. Final dates for expert disclosures:

i. Plaintiff's suggested initial disclosure: N/A  
enter calendar date  
(Not later than 90 days before discovery cut-off date)

Defendant's suggested initial disclosure: N/A  
enter calendar date  
(Not later than 90 days before discovery cut-off date)

ii. Plaintiff's suggested rebuttal disclosures: N/A  
enter calendar date  
(Not later than 30 days after initial disclosure of experts)

Defendant's suggested rebuttal disclosures: N/A  
enter calendar date  
(Not later than 30 days after initial disclosure of experts)

4. Final date to file dispositive motions:

Plaintiff's suggested: 30 days after close of discovery  
enter calendar date  
(Not later than 30 days after discovery cut-off date)

Defendant's suggested:

30 days prior to trial

enter calendar date  
(Not later than 30 days  
after discovery cut-off date)

Failure to agree on the calendar dates in this subdivision shall result in a discovery planning conference.

VII.

JURY DEMAND: [16.1(c)(10)]

A jury demand has not been filed.

VIII.

INITIAL DISCLOSURES/OBJECTIONS: [16.1(a)(1)]

If a party objects during the Early Case Conference that initial disclosures are not appropriate in the circumstances of this case, those objections must be stated herein. The Court shall determine what disclosures, if any, are to be made and shall set the time for such disclosure.

No party objected during the Early Case Conference to serving the other with initial disclosures. However, Defendant has failed to serve initial disclosures as required by NRCP 16.1(a)(1).

Following a telephone call on February 4, 2016 to Defendant's counsel to coordinate the early case conference, Plaintiff served on Defendant a Notice of Early Case Conference and Request for Production of Documents, which notified Defendant of the date and time for the early case conference (February 16, 2016) and the deadline for serving the initial disclosures (March 1, 2016), which was 14 calendar days from the date of the conference as set forth in NRCP 16.1(a)(1). A copy of the Notice of Early Case Conference and Request for Production of Documents is incorporated herein and attached hereto as Exhibit "2".

As set forth above, Plaintiff served his initial disclosures on Defendant on March 1, 2016. Plaintiff's counsel also sent on March 1, 2016 to Defendant's counsel a draft Joint Case Conference Report for review and comment. On or about March 4, 2016, the office of the undersigned counsel attempted to contact Defendant's counsel to ascertain the status of the initial disclosures and the Joint Case Conference Report. On March 7, 2016, Defendant's counsel sent an

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1 email to the undersigned counsel's office informing it that the initial disclosures would be sent on  
2 March 8, 2016. To date, Plaintiff's counsel has yet to receive Defendant's initial disclosures.  
3 Plaintiff has never asked for an extension of time to serve the initial disclosures.

4 In the March 7, 2016 email to Plaintiff's counsel, Defendant's counsel also attached  
5 an edited version of the Joint Case Conference Report. The undersigned Plaintiff's counsel raised a  
6 number of objections to Defendant's edits, but offered to resolve the same. Defendant's counsel has  
7 not responded to the undersigned's communications in this regard, thus necessitating the filing of  
8 this individual Case Conference Report in lieu of the Joint Case Conference Report.

9 This report is signed in accordance with Rule 26(g)(1) of the Nevada Rules of Civil  
10 Procedure. Each signature constitutes a certification that to the best of the signer's knowledge,  
11 information and belief, formed after a reasonable inquiry, the disclosures made by the signer are  
12 complete and correct as of this time.

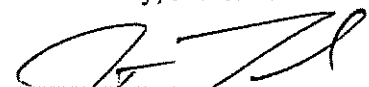
13 **AFFIRMATION**

14 The undersigned does hereby affirm that the preceding document filed **DOES NOT**  
15 contain the social security number of any person.

16 Dated this 14<sup>th</sup> day of March, 2016.

17  
18 ALLISON MacKENZIE, LTD.  
19 402 N. Division Street  
20 Carson City, NV 89703

21 By:

22   
23 JUSTIN M. TOWNSEND, ESQ.  
24 Nevada State Bar No. 12293

25 Attorneys for Plaintiff,  
26 SHAUGHNAN L. HUGHES  
27  
28



1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP Rule 5(b), I hereby certify that I am an employee of ALLISON  
3 MacKENZIE, LTD., Attorneys at Law, and that on this date, I caused the foregoing document to be  
4 served on all parties to this action by:

- 5 X Placing a true copy thereof in a sealed postage prepaid envelope in the United States  
6 Mail in Carson City, Nevada [NRCP 5(b)(2)(B)]  
7 \_\_\_\_\_ Electronic Transmission  
8 \_\_\_\_\_ Facsimile  
9 \_\_\_\_\_ Federal Express, UPS, or other overnight delivery  
10 \_\_\_\_\_ E-filing pursuant to Section IV of District of Nevada Electronic Filing Procedures  
[NRCP 5(b)(2)(D)]

11 fully addressed as follows:

12 CHARLES R. KOZAK, ESQ.  
13 KOZAK LAW FIRM  
14 3100 Mill Street, Suite 115  
Reno, NV 89502

15 DATED this 14<sup>th</sup> day of March, 2016.

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18 NANCY FONTENOT  
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4840-4372-2031, v. 1

# EXHIBIT “1”

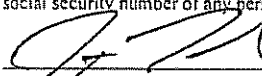
# EXHIBIT “1”

ALLISON MacKENZIE LTD.  
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Telephone: (775) 687-0202 Fax: (775) 882-7918  
E-Mail Address: law@allisonmackenzie.com

1 Case No.15-10DC-0876

2 Dept. No. I

3 The undersigned hereby affirms that  
4 this document does not contain the  
5 social security number of any person.

6   
7 JUSTIN M. TOWNSEND, Esq.

8 IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
9 IN AND FOR THE COUNTY OF CHURCHILL

10 SHAUGHNAN L. HUGHES, an  
11 individual,

12 Plaintiff,

13 vs.

14 ELIZABETH C. HOWARD, an  
15 individual; and DOES I through  
16 XX, inclusive.

17 Defendants.  
18

19 PLAINTIFF'S INITIAL NRCP 16.1  
20 DISCLOSURE OF WITNESSES AND DOCUMENTS

21 COMES NOW, Plaintiff, SHAUGHNAN L. HUGHES, by and through his attorneys,  
22 ALLISON MacKENZIE, LTD., and hereby provides the following information pursuant to Nevada  
23 Rules of Civil Procedure 16.1(a)(1). Plaintiff makes these initial disclosures based upon information  
24 presently available to him. The investigation of this matter is ongoing, and Plaintiff reserves the  
25 right to supplement these disclosures as appropriate. In addition, Plaintiff makes these disclosures  
26 subject to and without waiving the attorney-client privilege, the work product doctrine, or any other  
27 applicable privileges. Plaintiff expressly reserves the right to object to other discovery procedures  
28 involving or relating to the persons or documents identified in these disclosures.

///

///

1 A. The names of witnesses and rebuttal witnesses likely to have information  
2 discoverable under Rule 26(b), NRCP 16.1(a)(1)(A).

3 Upon information and belief, and to the extent known based upon facts alleged with  
4 particularity in the pleadings, the following persons may have discoverable information relating to  
5 this matter:

6 1. Shaughnan L. Hughes, c/o Allison MacKenzie, 402 N. Division St., Carson City, NV  
7 89703. (775) 687-0202. Mr. Hughes has knowledge of the facts and circumstances concerning the  
8 allegations in the Complaint.

9 2. John Hughes, c/o Allison MacKenzie, 402 N. Division St., Carson City, NV 89703.  
10 (775) 687-0202. Mr. Hughes has knowledge of the facts and circumstances concerning the  
11 allegations in the Complaint.

12 3. Cari Norcutt, Berney Realty, Ltd., 290 W. Williams Ave., Fallon, NV 89406. Ms.  
13 Norcutt has knowledge of the facts and circumstances concerning the allegations in the Complaint.

14 4. Jason Homer, Dan O Construction LLC, 749 River Village Dr., Fallon, NV 89406.  
15 Mr. Homer has knowledge of the facts and circumstances concerning the allegations in the  
16 Complaint.

17 5. Person Most Knowledgeable at A & K Earth Movers, Inc., 515 Windmill Dr., Fallon,  
18 NV 89406. This person has knowledge of the facts and circumstances concerning the allegations in  
19 the Complaint.

20 6. Person Most Knowledgeable at Kent's Supply, 260 Maine Street, Fallon, NV 89406.  
21 This person has knowledge of the facts and circumstances concerning the allegations in the  
22 Complaint.

23 7. Elizabeth C. Howard, c/o Kozak Law Firm, 3100 Mill Street, Suite 115, Reno, NV  
24 89502. (775) 322-1239.

25 8. All other witnesses identified by Defendant.

26 B. Documents disclosed under NRCP 16.1(a)(1)(A).

27 1. Documents bates stamped HUGHES0001 – HUGHES0003: Quitclaim deed.

28 2. Documents bates stamped HUGHES0004 – HUGHES0020: Property tax records.

- 1 3. Documents bates stamped HUGHES0021 – HUGHES0022: Insurance records.
- 2 4. Documents bates stamped HUGHES0023 – HUGHES00111: Home/property
- 3 improvement records.
- 4 5. Documents bates stamped HUGHES00112 – HUGHES00179: Property photographs.
- 5 6. Documents bates stamped HUGHES00180 – HUGHES00184: Churchill County
- 6 Sheriff's Office Report dated May 3, 2015.
- 7 7. Document bates stamped HUGHES00185: Receipt for certified, return receipt
- 8 delivery.
- 9 8. Document bates stamped HUGHES00186: Photograph dated May 2, 2015.
- 10 9. Documents bates stamped HUGHES00187 – HUGHES00189: List of Plaintiff's
- 11 personal property that was located on the property.
- 12 10. Document bates stamped HUGHES00190: Order denying Defendant's Application
- 13 for Order for Protection against Domestic Violence dated April 29, 2015.
- 14 11. Document bates stamped HUGHES00191: Copy of text message in which Defendant
- 15 indicates intention to call real estate agent.
- 16 12. Documents bates stamped HUGHES00192 – HUGHES00195: List of Plaintiff's gun
- 17 inventory that was liquidated as a result of Defendant's ouster of Plaintiff.
- 18 13. Document bates stamped HUGHES00196: Copy of envelope showing Defendant's
- 19 rejection of Plaintiff's mail to her.
- 20 14. Document bates stamped HUGHES00197: Letter from Plaintiff to Defendant dated
- 21 April 22, 2015.
- 22 15. Document bates stamped HUGHES00198: Letter from the Law Offices of Ryan T.
- 23 Campbell to Defendant dated April 1, 2015.
- 24 16. Document bates stamped HUGHES00199 – HUGHES00203: Letter from Allison
- 25 MacKenzie, Ltd. to Defendant dated June 30, 2015, tracking info, and copy of envelope showing
- 26 Defendant's rejection of the same.
- 27 17. Document bates stamped HUGHES00204 – HUGHES00216: Defendant's
- 28 GoFundMe page retrieved October 27, 2015.

ALLISON MacKENZIE, LTD.  
402 North Division Street, P.O. Box 646, Carson City, NV 89702  
Telephone: (775) 687-0202 Fax: (775) 882-7918  
E-Mail Address: law@allisonmackenzie.com

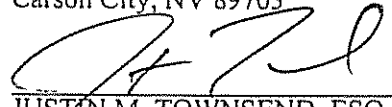
AFFIRMATION

The undersigned does hereby affirm that this document does not contain the social security number of any person.

DATED this 1<sup>st</sup> day of March, 2016.

ALLISON MacKENZIE, LTD.  
402 N. Division St.  
Carson City, NV 89703

By:



JUSTIN M. TOWNSEND, ESQ.  
Nevada State Bar No. 12293

Attorneys for Plaintiff

ALLISON MACKENZIE, D.D.  
402 North Division Street, P.O. Box 646, Carson City, NV 89702  
Telephone: (775) 687-0202 Fax: (775) 882-7918  
E-Mail Address: law@allisonmackenzie.com

CERTIFICATE OF SERVICE

Pursuant to NRCP Rule 5(b), I hereby certify that I am an employee of ALLISON MacKENZIE, LTD., Attorneys at Law, and that on this date, I caused the foregoing document to be served on all parties to this action by:

- ☒ Placing a true copy thereof in a sealed postage prepaid envelope in the United States Mail in Carson City, Nevada [NRCP 5(b)(2)(B)]
- ☐ Electronic Transmission
- ☐ Facsimile
- ☐ Federal Express, UPS, or other overnight delivery
- ☐ E-filing pursuant to Section IV of District of Nevada Electronic Filing Procedures [NRCP 5(b)(2)(D)]

fully addressed as follows:

CHARLES R. KOZAK, ESQ.  
KOZAK LAW FIRM  
3100 Mill Street, Suite 115  
Reno, NV 89502

DATED this 1<sup>st</sup> day of March, 2016.

  
NANCY FONTENOT

4834-4725-6878, v. 1

**EXHIBIT “2”**

**EXHIBIT “2”**




ALLISON MACKENZIE LTD.  
402 North Division Street, P.O. Box 646, Carson City, NV 89702  
Telephone: (775) 687-0202 Fax: (775) 582-7918  
E-Mail Address: law@allisonmackenzie.com

1 Case No.15-10DC-0876

2 Dept. No. I

3 The undersigned hereby affirms that  
4 this document does not contain the  
5 social security number of any person.

6   
JUSTIN M. TOWNSEND, Esq.

7 IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
8 IN AND FOR THE COUNTY OF CHURCHILL  
9

10 SHAUGHNAN L. HUGHES, an  
11 individual,

12 Plaintiff,

13 vs.

14 ELIZABETH C. HOWARD, an  
15 individual; and DOES I through  
16 XX, inclusive.

17 Defendants.  
18 \_\_\_\_\_/

19 **NOTICE OF EARLY CASE CONFERENCE AND**  
20 **REQUEST FOR PRODUCTION OF DOCUMENTS**

21 TO: The Defendant above-named, and her attorney of record:

22 PLEASE TAKE NOTICE that the telephonic early case conference in the above-  
23 entitled action will be held at 11:00 a.m. on February 16, 2016. Plaintiff's attorneys will initiate  
24 the telephone conference. The attorneys must have knowledge of the case, and possess authority to  
25 act.

26 Pursuant to NRCP 16.1(a), Plaintiff hereby requests that Defendant provides prior to  
27 the early case conference, but no later than March 1, 2016, the following:

28 A. **DOCUMENTS REQUESTED:**

1. Any and all documents which Defendant contemplates to be used in  
this matter;

2. All recorded statements, written or oral, by any witness concerning Defendant's admissions, denials and/or affirmative defenses;

3. Copies of any and all correspondence between the parties relating to the allegations in the Complaint and/or Answer in this action;

4. All records, notes, memoranda and documents of or relating to the allegations in the Complaint and/or Answer in this action; and

5. Any and all writings, books, records, accounts, diaries and other material of or relating to the claims and defenses raised in the pleadings in this case.

B. TANGIBLE THINGS:

Identify and describe all tangible things which constitute or contain matters within the scope of Rule 16.1(a) and which are in the possession, custody or control of another party.

C. WITNESS LIST:

A list of persons who Defendant believes has knowledge of any of the subject matter of the allegations, claims, denials or affirmative defenses raised in this litigation. Each person must be identified by name and location, along with a general description of the subject matter of his/her testimony.

In addition, at or prior to the case conference, counsel for the parties must propose a plan and schedule of discovery; discuss settlement and alternative methods of dispute resolution, and any other matter which may aid in the resolution of the case.

AFFIRMATION

The undersigned does hereby affirm that the preceding document filed DOES NOT contain the social security number of any person.

DATED this 4<sup>th</sup> day of February, 2016.

ALLISON MacKENZIE, LTD.  
402 North Division Street  
Carson City, NV 89703-4168

By:   
JUSTIN M. TOWNSEND, ESQ.  
Nevada State Bar No. 12293

Attorneys for Plaintiff,  
SHAUGHNAN L. HUGHES

ALLISON MacKENZIE, LTD.  
402 North Division Street, P.O. Box 646, Carson City, NV 89702  
Telephone: (775) 687-0202 Fax: (775) 882-7918  
E-Mail Address: law@allisonmackenzie.com

CERTIFICATE OF SERVICE

Pursuant to NRCP Rule 5(b), I hereby certify that I am an employee of ALLISON MacKENZIE, LTD., Attorneys at Law, and that on this date, I caused the foregoing document to be served on all parties to this action by:

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- ☒ Electronic Transmission
- ☐ Facsimile
- ☐ Federal Express, UPS, or other overnight delivery
- ☐ E-filing pursuant to Section IV of District of Nevada Electronic Filing Procedures [NRCP 5(b)(2)(D)]

fully addressed as follows:

CHARLES R. KOZAK, ESQ.  
KOZAK LAW FIRM  
3100 Mill Street, Suite 115  
Reno, NV 89502  
[chuck@kozaklawfirm.com](mailto:chuck@kozaklawfirm.com)

DATED this 4<sup>th</sup> day of February, 2016.

  
NANCY FONTENOT

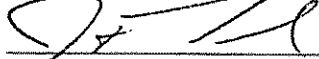
4840-9696-4397, v. 1

ALLISON MacKENZIE, LTD.  
402 North Division Street, P.O. Box 646, Carson City, NV 89702  
Telephone: (775) 687-0202 Fax: (775) 882-7918  
E-Mail Address: law@allisonmackenzie.com

1 Case No.15-10DC-0876

2 Dept. No. I

3 The undersigned hereby affirms that  
4 this document does not contain the  
5 social security number of any person.

6 

7 JUSTIN M. TOWNSEND, Esq.

FILED  
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by Shellee Hooten  
DEPUTY

8 IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
9 IN AND FOR THE COUNTY OF CHURCHILL

10 SHAUGHNAN L. HUGHES, an  
11 individual,

12 Plaintiff,

13 vs.

14 ELIZABETH C. HOWARD, an  
15 individual; and DOES I through  
16 XX, inclusive.

17 Defendants.

18 REQUEST FOR PRETRIAL  
19 CONFERENCE

(NRCP 16)

20 COMES NOW, Plaintiff, SHAUGHNAN L. HUGHES ("Plaintiff"), by and through  
21 his attorneys, ALLISON MacKENZIE, LTD., and pursuant to NRCP 16 and 10JDCR 8 hereby  
22 requests a pretrial conference as follows.

23 "In any action, the court may in its discretion direct the attorneys for the parties and  
24 any unrepresented parties to appear before it for a conference or conferences before trial . . . ."  
25 NRCP 16.

26 In this case, Plaintiff requests the pretrial conference to discuss:

- 27 1. the formulation and simplification of the issues involved in a  
28 partition action pursuant to NRS Chapter 39 (NRCP16(c)(1));
2. the identification of witnesses and documents (NRCP16(c)(6));
3. the advisability of referring matters to a master (NRCP16(c)(7));
4. settlement (NRCP16(c)(8) and 10JDCR 8);

ALLISON MacKENZIE, LTD.  
402 North Division Street, P.O. Box 646, Carson City, NV 89702  
Telephone: (775) 687-0202 Fax: (775) 882-7918  
E-Mail Address: law@allisonmackenzie.com

5. such other matters as may facilitate the just, speedy, and  
inexpensive disposition of the action (NRCP16(c)(14)).

**AFFIRMATION**

The undersigned does hereby affirm that the preceding document filed **DOES NOT**  
contain the social security number of any person.

DATED this 14<sup>th</sup> day of March, 2016.

ALLISON MacKENZIE, LTD.  
402 North Division Street  
Carson City, NV 89703-4168

By: 

JUSTIN M. TOWNSEND, ESQ.  
Nevada State Bar No. 12293

Attorneys for Plaintiff,  
SHAUGHNAN L. HUGHES

ALLISON MacKENZIE, LTD.  
402 North Division Street, P.O. Box 646, Carson City, NV 89702  
Telephone: (775) 687-0202 Fax: (775) 882-7918  
E-Mail Address: law@allisonmackenzie.com

CERTIFICATE OF SERVICE

Pursuant to NRCP Rule 5(b), I hereby certify that I am an employee of ALLISON MacKENZIE, LTD., Attorneys at Law, and that on this date, I caused the foregoing document to be served on all parties to this action by:

- ☒ Placing a true copy thereof in a sealed postage prepaid envelope in the United States Mail in Carson City, Nevada [NRCP 5(b)(2)(B)]
- ☐ Electronic Transmission
- ☐ Facsimile
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- ☐ E-filing pursuant to Section IV of District of Nevada Electronic Filing Procedures [NRCP 5(b)(2)(D)]

fully addressed as follows:

CHARLES R. KOZAK, ESQ.  
KOZAK LAW FIRM  
3100 Mill Street, Suite 115  
Reno, NV 89502

DATED this 14<sup>th</sup> day of March, 2016.

  
NANCY FONTENOT

4848-5079-4286, v. 1

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Shelle Hooten  
DEPUTY

1 Case No. 15-10DC-0876

2 Dept. No. I

3  
4  
5  
6  
7 IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
8 IN AND FOR THE COUNTY OF CHURCHILL  
9

10 SHAUGHNAN HUGHES, an  
11 individual,

12 Plaintiff,

13 vs.

SETTING MEMO

14 ELIZABETH C. HOWARD,  
15 an individual; and DOES I-XX,  
16 inclusive,

17 Defendant.  
18

19 The above-entitled matter is set for: (X) Hearing () Trial () Jury (X) Non-Jury

20 Matter to be Set: PRE-TRIAL CONFERENCE

21 This matter has been *scheduled* for a hearing on the 17<sup>th</sup> day of May, 2016 at 1:30 p.m. with  
22 half (1/2) day allocated.

23 This matter is a(n) ALTERNATE SETTING () FIRM SETTING (X)

24 Court Reporter Requested () No () Yes

25 DATED this 8 day of April, 2016.

26  
27   
28 THOMAS L. STOCKARD  
DISTRICT JUDGE


CERTIFICATE OF MAILING

The undersigned, an employee of the Tenth Judicial District Court, hereby certifies that I served the foregoing Setting Memo on the parties, by depositing a copy thereof in the US Mail, Fallon, Nevada, postage prepaid or as indicated below and addressed as follows:

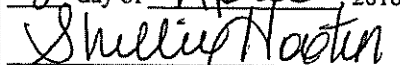
Justin M. Townsend, Esq.  
Allison MacKenzie, Ltd.  
402 North Division Street  
Carson City, NV 89703-4168

Charles R. Kozak Esq.  
Kozak Law Firm  
3100 Mill Street, Suite 115  
Reno, NV 89502

DATED this 8 day of April, 2016.

  
Sue Sevon, Court Administrator

Subscribed and sworn to this

8 day of April, 2016.  
  
Notary Public/Clerk



1 Case No. 15-10DC-0876

2 Dept. No. I

3 The undersigned hereby affirms that  
4 this document does not contain the  
5 social security number of any person.

6 CHARLES R. KOZAK, Esq.

7 **IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
8 **IN AND FOR THE COUNTY OF CHURCHILL**

9 SHAUGHNAN L. HUGHES, an  
10 individual,

11 Plaintiff,

12 vs.

**NOTICE OF MOTION**  
**AND MOTION TO SET ASIDE**  
**DISMISSAL OF COUNTERCLAIM**

13 ELIZABETH C. HOWARD, an  
14 individual; and DOES I through  
15 XX, inclusive,

16 Defendants

17 ELIZABETH C. HOWARD, an  
18 individual,

19 Counterclaimant,

20 vs.

21 SHAUGHAN L. HUGHES, an  
22 individual; and DOES 1 through  
23 XX, inclusive,

24 Counterdefendants.

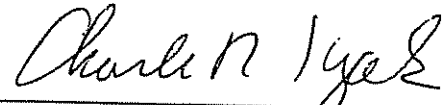
25 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

26 PLEASE TAKE NOTICE that on May 17, 2016, at 1:30 p.m., or as soon thereafter as  
27 counsel may be heard, in the Tenth Judicial District Court of the State of Nevada, in and for the  
28 County of Churchill, located at 73 N. Maine Street, Suite B, Fallon, Nevada 89406, Department

1, Defendant and Counterclaimant ELIZABETH HOWARD will move the Court to set aside the Order granting dismissal of her Counterclaim entered in the above reference matter on January 7, 2016. This Motion is based upon the attached Memorandum of Points and Authorities, all papers filed and records in this action, any evidence taken at the hearing on this Motion, and argument at the hearing.

DATED this 16 day of May 2016.

Respectfully submitted,



CHARLES R. KOZAK, ESQ.  
KOZAK LUSIANI LAW, LLC  
Nevada State Bar #11179  
3100 Mill Street, Suite 115  
Reno, Nevada 89502  
Phone (775) 322-1239  
Facsimile (775) 800-1767  
chuck@kozaklusianilaw.com  
*Attorney for Elizabeth C. Howard*

#### MEMORANDUM OF POINT AND AUTHORITIES

##### I. PROCEDURAL AND FACTUAL BACKGROUND

ELIZABETH HOWARD (hereinafter "Ms. Howard"), was seriously injured on July 23, 2008, and was disabled from that accident. Thereafter, Ms. Howard was forced to sell precious metals and jewelry to make ends meet and met SHAUGHNAN L. HUGHES (hereinafter "Mr. Hughes"), who was employed by a precious metal buying company. Eventually a relationship developed between Ms. Howard and Mr. Hughes, and they moved to Fallon, Nevada in August of 2010. Mr. Hughes took a cut in pay and also had child support obligations for his two daughters.

Mr. Hughes requested that Ms. Howard give him all her jewelry and extra money from her worker's compensation check and state disability payment so they could rent a place in

1 Fallon, Nevada. Thereafter, he insisted she purchase a 1995 Toyota 4-runner, and other items  
2 with Mr. Hughes. When Mr. Hughes gained custody of his two daughters, tensions increased  
3 and Mr. Hughes vented his frustration on Ms. Howard.  
4

5 Eventually, Ms. Howard received her worker's compensation settlement check in the  
6 amount of \$156,000 on June 13, 2012. With the proceeds, Ms. Howard purchased the property  
7 located at 11633 Fulkerson Road in Fallon, Nevada (hereinafter "Property"). Mr. Hughes  
8 insisted that Ms. Howard put numerous improvements on the Property, all of which she paid  
9 for. They included a \$25,000 garage, a few thousand dollars of base rock, and about 700  
10 railroad ties for retaining walls and fence posts. All expenses on the Property were paid by Ms.  
11 Howard.  
12

13 Mr. Hughes exerted undue influence on Ms. Howard to quit claim half the interest in her  
14 Property five (5) days after she closed the sale. Mr. Hughes represented that if she should die  
15 on one of her many trips to appointments in San Francisco, California, that he and his children  
16 would be out in the street, and brow beat her until she complied with his demands. Mr. Hughes  
17 also took Ms. Howard to an attorney in Fernley, Nevada and wanted Ms. Howard to make out a  
18 living will to him and his children so they could inherit her things in case Ms. Howard passed  
19 away.  
20

21 Bearing most heavily on the exertion of undue influence by Mr. Hughes on Ms. Howard,  
22 is that she was under a doctor's care, and on very heavy medication due to her injuries. Ms.  
23 Howard does not have a clear recollection as to the circumstances surrounding her execution of  
24 the quit claim deed.  
25

26 In January of 2013, Mr. Hughes was fired from his job. He never obtained further  
27 employment. Ms. Howard was forced to pay all the bills and buy food. Ms. Howard did so  
28

1 under duress; and if she complained, Mr. Hughes would yell, "I don't have a job, and you have a  
2 paycheck, you're loaded". Ms. Howard was existing on a \$912 per month social security  
3 disability check, and Ms. Howard's mother "Verda" was also chipping in over \$200 a month.  
4

5 Mr. Hughes started driving Ms. Howard's vehicle because he totaled his own and  
6 couldn't afford to buy another one. Mr. Hughes also demanded that Ms. Howard put all her  
7 money in cash in his safe and stated that "if you die, your family will get it all and I won't be  
8 able to afford to live here". Mr. Hughes was constantly using intimidation, coercion and guilt  
9 tactics to convince Ms. Howard to put her assets under his control. Ms. Howard paid nearly all  
10 household living expenses during this time.  
11

12 Mr. Hughes waged a campaign of terror, control and isolation over the Ms. Howard.  
13 Mr. Hughes constantly yelled at her that she was crazy and needed to see a psychiatrist. Mr.  
14 Hughes never shut up. When Ms. Howard was on the phone with anyone, Mr. Hughes would  
15 drop what he was doing and come running in and start talking to Ms. Howard and grabbing her  
16 breasts and pulling his pants down and spreading his butt cheeks in her face and try to hit her in  
17 the face with his penis while giggling and laughing in an idiotic manner. This was a daily  
18 occurrence.  
19

20 Mr. Hughes spent most of Ms. Howard's money while she was on opiate medication,  
21 and to this day she does not know where it all was spent. Mr. Hughes eventually convinced Ms.  
22 Howard's mother move to Fallon. Mr. Hughes insisted that Verda keep all her cash in his safe  
23 and stole thousands of dollars from her. After Mr. Hughes had depleted all of Ms. Howard and  
24 her mother's assets, he did not feel the need to be civil to them.  
25

26 On November 1, 2013, Ms. Howard was cut off from all medical help, as worker's  
27 compensation insisted Ms. Howard could pay for her own medical through Medicare, and Ms.  
28

1 Howard went into severe withdrawals. Mr. Hughes became even more distant and angry and  
2 found fault with everything Ms. Howard did. Ms. Howard's Counterclaim outlines additional  
3 abuse which eventually resulted in Verda leaving and Ms. Howard and Mr. Hughes ending their  
4 relationship.  
5

6       Thereafter on July 27, 2015, Mr. Hughes filed the Complaint in this matter for Partition  
7 of his alleged interest in the Property under Nevada Revised Statutes ("NRS") 39.010. On  
8 November 24, 2015, Ms. Howard filed her Answer and Counterclaim for Fraud, Conversion,  
9 Intentional Infliction of Emotional Distress and Specific Performance based on the above facts  
10 in this matter. Mr. Hughes, through his counsel, filed a Motion to Dismiss the Counterclaim;  
11 Motion to Strike (hereinafter "Motion to Dismiss") on December 11, 2015. Counsel for Ms.  
12 Howard timely prepared an Opposition to the Motion to Dismiss ("Opposition"). (Declaration  
13 of Charles R. Kozak attached hereto and incorporated herein, as Exhibit 1.) Nan Adams, legal  
14 assistant to Mr. Kozak prepared and sent the Opposition in a timely manner for filing and  
15 service on the date the Opposition was due, December 30, 2015. (Declaration of Nan Adams  
16 attached hereto and incorporated herein, as Exhibit 2.) Ms. Adams went to the post office,  
17 purchased postage herself, and sent the Opposition on December 30, 2015 to the address of this  
18 court, at 73 N. Maine Street, Suite B, Fallon, Nevada 89406. Please see copy of postage  
19 attached hereto and incorporated herein as Exhibit 3).  
20  
21  
22

23       Unfortunately, perhaps due to post office mistake or being misplaced somewhere at the  
24 Court, Ms. Howard's Opposition was never filed by this Court. On the same day the  
25 Opposition was due, Mr. Hughes filed a Reply and Request for Submission. Mr. Hughes'  
26 counsel acknowledged to Ms. Howard's counsel that he had received the Opposition; however,  
27 he noted that it was not a file-stamped copy. Nonetheless, this Court entered the Order granting  
28

1 Plaintiff's Motion to Dismiss Counterclaim and Motion to Strike on January 7, 2016. Ms.  
2 Howard's counsel had no knowledge that the Opposition had not been received or filed until  
3 weeks after the Order had been granted. Ms. Howard brings this Motion to Set Aside the  
4 January 7, 2016 Order based on the following.  
5

6 II. LEGAL ANALYSIS

7 A. Relief from Judgment Should Be Granted under NRCP 60, based on  
8 Inadvertence, Excusable Neglect, or Mistake.

9 Under NRCP 60(b)(1), the district court may relieve a party from a final judgment on  
10 grounds of mistake, inadvertence, surprise, or excusable neglect within six months of the  
11 judgment. NRCP 60(b)(1). The presence of the certain factors indicates that the requirements of  
12 this rule have been satisfied: (1) a prompt application to remove the judgment; (2) an absence of  
13 an intent to delay the proceedings; (3) a lack of knowledge of the procedural requirements on  
14 the part of the moving party; and (4) good faith. Yochum v. Davis, 98 Nev. 484, 486, 653 P.2d  
15 1215, 1216 (1982). A showing of a meritorious defense to the action is also required. Deros v.  
16 Stern, 87 Nev. 148, 152, 483 P.2d 648, 650 (1971). Finally, the district court must consider the  
17 state's underlying basic policy of deciding a case on the merits, whenever possible. Kahn v.  
18 Orme, 108 Nev. 510, 835 P.2d 790, 793 (1992). Stoecklein v. Johnson Elec. Inc., 109 Nev.  
19 268, 271, 849 P.2d 305, 307 (1993).  
20  
21

22 Defendant/Counterclaimant, Ms. Howard, brings this Motion before the Court promptly,  
23 well within the six (6) month time frame required by NRCP 60. Ms. Howard, nor her counsel,  
24 had any intent to delay the proceedings because the Opposition was timely prepared and sent for  
25 filing and service. By no fault or intent of Ms. Howard, the Opposition was never received by  
26 the Court, whether due to some unknown mistake or neglect of the post office, or perhaps an  
27  
28

1 inadvertent error at the clerk's office. Nonetheless, the Opposition was sent in good faith and  
2 with the expectation that it was received and filed.

3  
4 This is precisely the type of situation that falls squarely within the statutory allowance  
5 for setting aside a judgment because Ms. Howard's counsel had no knowledge that the  
6 Opposition had not been received or filed due to mistake, inadvertence, or excusable neglect of  
7 either the post office or Court. Ms. Howard's counsel didn't even know of the error until weeks  
8 after the Order had been granted. Additionally, Mr. Hughes' counsel received a copy of the  
9 Opposition. It would be unfair and against the public policy of deciding a case on its merits to  
10 allow the January 7, 2016 Order to stand under on these circumstances.

12 **B. Meritorious Defense Exists as Supported by Affidavit of Counsel, who**  
13 **Tendered the Responsive Pleading in Good Faith**

14 To satisfy the requirement under NRCP 60(b)(1) for a court to relieve a party from a  
15 final judgment, a 'meritorious defense' must be shown. A meritorious defense may be  
16 supported by: (1) the fact testimony or affidavit of one possessing testimonial qualifications,  
17 which factual information, if true, would tend to establish a defense to all or part of the claim  
18 for relief asserted; or (2) the opinion of counsel for a party, based upon facts related to him  
19 (without setting forth such facts), that a meritorious defense exists to all or part of the claim for  
20 relief asserted; or (3) the tendering of a responsive pleading in good faith, with the moving  
21 papers, which responsive pleading, if true, would tend to establish a meritorious defense to all  
22 or part of the claim for relief asserted; or (4) any combination of the above. Hotel Last Frontier  
23 Corp. v. Frontier Properties, Inc., 79 Nev. 150, 155, 380 P.2d 293, 295 (1963).

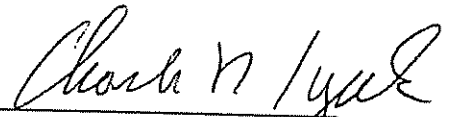
26 Attached to this Motion is the declaration of counsel, Charles Kozak for Ms. Howard,  
27 which states that based upon facts related to him, a meritorious defense exists to all or part of  
28 the claim for relief asserted. Although it is not necessary to entirely set forth the facts in this  
Motion, the summary of the facts presented above that show that if heard on the merits, Ms.

1 Howard will likely prevail on the claim of fraud, conversion and intentional infliction of  
2 emotional distress due to the undue influence, coercion, duress that occurred in this matter.  
3  
4 Based on the knowledge of these facts, counsel for Ms. Howard tendered a pleading in good  
5 faith which establishes a meritorious defense to all of the claims for relief asserted.

6 III. CONCLUSION

7 Accordingly, ELIZABETH HOWARD respectfully requests this Court set aside the  
8 Order of January 7, 2016 to afford her the opportunity to be fully heard on issues and have the  
9 matter decided on its merits.

10 DATED this 16 day of May 2016.

11  
12  
13   
14 CHARLES R. KOZAK, ESQ.  
15 KOZAK LUSIANI LAW, LLC  
16 Nevada State Bar #11179  
17 3100 Mill Street, Suite 115  
18 Reno, Nevada 89502  
19 Phone (775) 322-1239  
20 Facsimile (775) 800-1767  
21 chuck@kozaklusianilaw.com  
22 Attorney for Elizabeth C. Howard  
23  
24  
25  
26  
27  
28



1  
2  
3 **CERTIFICATE OF SERVICE**

4 I certify that I am an employee working for Kozak Law Firm and am a citizen of the  
5 United States, over twenty-one years of age, and not a party to the within action. My business  
6 address is 3100 Mill Street, Suite 115, Reno, Nevada 89502.

7 On the 16<sup>th</sup> day of May 2016, I caused to be delivered via facsimile and U.S.  
8 Mail, postage fully prepaid, a true and correct copy of the foregoing document: NOTICE OF  
9 MOTION AND MOTION TO SET ASIDE DISMISSAL OF COUNTERCLAIM, in Case No.  
10 15-10DC-0876, Dept. I, to the following party(ies):  
11

12 Justin M. Townsend, Esq.  
13 Allison MacKenzie, Ltd.  
14 Nevada State Bar No. 12293  
15 402 N. Division Street  
16 P. O. Box 646  
17 Carson City, Nevada 89702  
18 Phone (775) 687-0202  
19 Facsimile (775) 882-7918  
20 Attorney for Plaintiff

21 DATED this 16<sup>th</sup> day of May 2016.

22 

23 Nan Adams  
24 Employee of Kozak Lusiani Law, LLC  
25  
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LIST OF EXHIBITS

<u>No.</u>	<u>Document</u>	<u>Pages</u>
1	Declaration of Charles R. Kozak, Esq.	3
2	Declaration of Nan Adams	2
3	Postage Receipt	2

# **EXHIBIT 1**

**EXHIBIT 1**

### **DECLARATION OF CHARLES R. KOZAK**

**COMES NOW CHARLES R. KOZAK**, and makes the following Declaration:

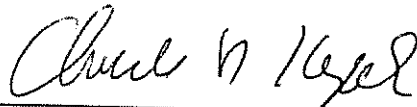
1. Declarant is counsel for Defendant ELIZABETH C. HOWARD in Case No. 15-10DC-0876, in the Tenth Judicial District Court, Department 1, in the State of Nevada, County of Churchill.
2. On December 30, 2015, I prepared Defendant ELIZABETH C. HOWARD's Opposition to Defendant's Motion to Dismiss Counterclaim; Motion to Strike (hereinafter "Opposition"), which my staff sent with the U.S. Postal Service, in a sealed envelope to be delivered first class with postage fully prepaid to the following addresses: Clerk of the Court, Tenth Judicial District Court, County of Churchill, 73 N. Maine Street, Suite B, Fallon, Nevada 89406; and Justin M. Townsend, Esq., 402 N. Division Street, Carson City, Nevada 89702.
3. Counsel for Mr. Hughes, Justin M. Townsend acknowledged to my office that he had received the Opposition.
4. The attached Motion to Set Aside Dismissal of Counterclaim, sets out a summary of the facts related to me by my client ELIZABETH C. HOWARD.
5. Based upon these facts related by my client, a meritorious defense exists to all or part of the claims for relief asserted in this matter.
6. Based on the knowledge of these facts I tendered a pleading in good faith to establish a meritorious defense to all of the claims for relief asserted which is attached to the Motion to Set Aside Dismissal of Counterclaim.
7. I had no knowledge that the Opposition had not been received or filed until weeks after the Order had been granted.

8. All statements made and all of the facts set forth therein are true and correct to the best of my knowledge and belief.

9. I understand the penalties for perjury that could include prison and that perjury is a felony.

I swear under penalty of perjury that the foregoing assertions of fact are true and correct.

Dated this 16 of May 2016.

  
\_\_\_\_\_  
CHARLES R. KOZAK

## **EXHIBIT 2**

**EXHIBIT 2**

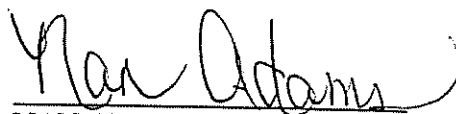
### DECLARATION OF NAN ADAMS

COMES NOW NAN ADAMS, and makes the following Declaration:

1. Declarant is an employee of Charles R. Kozak, Esq., Kozak Lusiani Law, LLC, who is counsel for Defendant Elizabeth C. Howard in Case No. 15-10DC-0876, in the Tenth Judicial District Court, Department 1, in the State of Nevada, County of Churchill.
2. At the time of service I was at least 18 years of age and not a party to this legal action.
3. On December 30, 2015, I placed Defendant Elizabeth C. Howard's Opposition to Defendant's Motion to Dismiss Counterclaim; Motion to Strike with the U.S. Postal Service, in a sealed envelope to be delivered first class with postage fully prepaid to the following addresses: Clerk of the Court, Tenth Judicial District Court, County of Churchill, 73 N. Maine Street, Suite B, Fallon, Nevada 89406; and Justin M. Townsend, Esq., 402 N. Division Street, Carson City, Nevada 89702.
4. I am readily familiar with this business's practice of collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal Service, in a sealed envelope(s) with postage fully prepaid.
5. All statements made and all of the facts set forth therein are true and correct to the best of my knowledge and belief.
6. I understand the penalties for perjury that could include prison and that perjury is a felony.

I swear under penalty of perjury that the foregoing assertions of fact are true and correct.

Dated this 16<sup>th</sup> of May 2016.

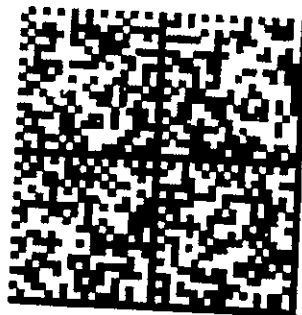
  
NAN ADAMS

## **EXHIBIT 3**

**EXHIBIT 3**



Howard v. Hughes



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1 Case No. 15-10DC-0876

2 Dept. No. I

3 The undersigned hereby affirms that  
4 this document does not contain the  
5 social security number of any person.

6   
CHARLES R. KOZAK, Esq.

7 **IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
8 **IN AND FOR THE COUNTY OF CHURCHILL**

9 SHAUGHNAN L. HUGHES, an  
10 individual,

11 vs.

12 Plaintiff,

**ELIZABETH HOWARD'S  
OPPOSITION TO MOTION TO  
DISMISS; MOTION TO STRIKE**

14 ELIZABETH C. HOWARD, an  
15 individual; and DOES I through  
16 XX, inclusive,

17 Defendants

18 ELIZABETH C. HOWARD, an  
19 individual,

20 Counterclaimant,

21 vs.

22 SHAUGHAN L. HUGHES, an  
23 individual; and DOES 1 through  
24 XX, inclusive,

25 Counterdefendants.

26 COMES NOW Defendant and Counterclaimant, ELIZABETH HOWARD (hereinafter  
27 "Ms. Howard"), and presents her Opposition to Plaintiff and Counterdefendant SHAUGHAN L.  
28

1 HUGHES' (hereinafter "Hughes") Motion to Dismiss; Motion to Strike based on the following  
2 Memorandum of Points and Authorities along with the record on file herein.

3  
4 **MEMORANDUM OF POINTS AND AUTHORITIES**

5 **1. PROCEDURAL AND FACTUAL BACKGROUD**

6 Hughes' Motion to Dismiss; Motion to Strike violates the filing requirement of this  
7 Court and should be denied on this basis alone. 10 JDCR 16(8) mandates: "Any motion...must  
8 be filed as a separate document unless it is pleaded in the alternative". Hughes has not filed his  
9 Motion to Dismiss "separate" from his Motion to Strike nor has he pled these "in the alterative".  
10

11 Hughes argues that the Counterclaim sets forth allegations that have nothing to do with  
12 his partition action and is intended to drag the case out. Yet, it is Hughes who is dragging the  
13 case out. Had Hughes filed a Reply to the Counterclaim, the case would have been well on its  
14 way to a 16.1 conference and general discovery. As the courts have found, a Motion to Strike  
15 "is usually used as a delaying tactic." In re New Century, 588 F. Supp.2d 1206, 1220  
16 (C.D.Ca.2008).  
17

18 That aside, and more importantly, Ms. Howard's Counterclaim is properly brought in  
19 this action pursuant to the Nevada Rules of Civil Procedure ("NRCPP"). NRCPP 13(a) provides a  
20 counterclaim is compulsory, "if it arises out of the transaction or occurrence that is the subject  
21 matter of the opposing party's claim and does not require for its adjudication the presence of  
22 third parties of whom the court cannot acquire jurisdiction." A counterclaim additionally may  
23 be brought under NRCPP 13(b) because "A pleading may state as a counterclaim any claim  
24 against any opposing party not arising out of the transaction or occurrence that is the subject  
25 matter of the opposing party's claim". Even if the claim is different in kind it can be brought  
26 under NRCPP 13(c) which provides "[a] counterclaim may or may not diminish or defeat the  
27  
28

1 recovery sought by the opposing party. It may claim relief exceeding in amount or different in  
2 kind from that sought in the pleading of the opposing party.”

3         The basis of Hughes’ initial complaint is for a partition action based on a quit claim deed  
4 by which he claims Ms. Howard allegedly signed over substantial interest in her property at  
5 11633 Fulkerson Road (hereinafter “Property”) to him. Arising directly out of that transaction  
6 are the facts and circumstances that form the basis of Ms. Howard’s claims of undue influence  
7 and emotional distress inflicted on her by Hughes that resulted her succumbing against her will  
8 and without her understanding to signing the quit claim deed. Hughes requests a ruling to  
9 determine his interest in the property and to partition that interest to him. To adequately  
10 determine that interest, if any, the Court must consider all factual background relevant to that  
11 interest. Ms. Howard’s counterclaim is regarding the same subject matter, i.e. Hughes alleged  
12 interest in the property, and is therefore compulsory because out of the facts surrounding the  
13 alleged transfer of that interest arise Ms. Howards counterclaims. NRCP 13(a)

14         The facts are that Hughes, an abled body man currently 39 years of age, induced  
15 Howard, a disabled woman, currently 53 years of age, to quit claim her residential property to  
16 him under the guise that he intended to marry her all the while exerting undue influence on her  
17 in a number of ways. Ms. Howard had purchased and owned the property fully prior to meeting  
18 Hughes. Hughes took advantage of the fact that Ms. Howard was on a number of debilitating  
19 medications at the time of the transfer. He additionally manipulated her affections and played  
20 on her emotions by claiming that should she die, he and his children would have no place to  
21 live. While living at residence, purchased entirely by Howard, Hughes and his two teenage  
22 daughters sponged off of Howard’s social security disability payments. Hughes demanded that  
23 Howard make out a Will designating him and his daughters as beneficiaries. Hughes took  
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1 possession and control of Howard's money and food stamp card, using these to purchase items  
2 for him and his teenage daughters while withholding the money and card from Howard. Once  
3 he depleted Howard of all her funds, he never mentioned marriage again.  
4

5 Hughes then proceeded to make Howard's life a living hell through a campaign of  
6 terror, intimidation, isolation and perverted, sadistic behavior. Hughes protests that the facts of  
7 this behavior are let out in the Counterclaim; however, they are rightfully included to show the  
8 full context of the nature of his coercion and abuse. He constantly berated, belittled and  
9 ridiculed Howard in front of his daughters. He encouraged one daughter to push Howard off  
10 the steps of the house. He yelled at Howard, told her she was crazy and needed to see a  
11 psychiatrist. He brow beat her until she complied with his demands. He sexually fondled his  
12 daughters in front of Howard. Whenever Howard was on the phone, Hughes would pull his  
13 pants down, spread his bare butt cheeks forcing them into her face and then take his penis and  
14 hit her in the face with it. Hughes attempted to run Howard's mother off the property and stole  
15 money from her too. Yelling at Howard, Hughes would plead for her to hurry up and die.  
16 When Howard fainted from a dizzy spell and fell face down on the dirt next to Hughes, she had  
17 to beg him to take her to the emergency room. Hughes dumped her off at Benner Hospital in  
18 Fallon and then sped off. Subsequently, Howard was taken by ambulance to Reno and  
19 transferred to Renown where she remained a week for a discectomy and fusion of her C-5 and  
20 6. During Howard's hospital stay, Hughes never called to see how she was doing.  
21  
22

23 After Ms. Howard filed an Application for Protective Order, Hughes brought his  
24 Complaint in this matter to try to secure his ownership interest in the Property. When Ms.  
25 Howard saw the quit claim deed, she was shocked and in disbelief that she had signed the  
26 document. She had no memory or knowledge of making the transfer, likely due to heavy pain  
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1 medication and Hughes fraudulently coercing her to sign without her knowledge or  
2 understanding or what she was signing. Ms. Howard's Counterclaim rightfully seeks rescission  
3 of the Quit Claim Deed, an Order granting her sole title of the Property along with damages for  
4 Fraud, Conversion and Emotion Distress.  
5

## 6       **2. LEGAL ARGUMENT**

### 7               **a. The Counterclaim Meets Notice Pleading Requirements**

8               "A pleading need only contain 'a short and plain statement of the claim showing that the  
9 pleader is entitled to relief.' N.R.C.P. 8(a)." In this regard, "the pleading of conclusions, either  
10 law or fact, is sufficient so long as the pleading gives fair notice of the nature and basis of the  
11 claim." Crucil v. City of Carson 95 Nev. 583, 585, 600 P.2d 216, 217 (1979). "Each averment  
12 of a pleading shall be simple, concise, and direct. No technical forms of pleading or motions  
13 are required." NRCP 8(e)(1). "Because Nevada is a notice pleading jurisdiction, our courts  
14 liberally construe pleadings to place into issue matters which are fairly noticed to the adverse  
15 party." Hay v. Hay 100 Nev. 196, 198, 678 P.2d 672, 674 (1984) (reversing order granting  
16 summary judgment). "The test for determining whether the allegations of a complaint are  
17 sufficient to assert a claim for relief is whether the allegations give fair notice of the nature and  
18 basis of a legally sufficient claim and the relief requested." Breliant v. Preferred Equities Corp.  
19 109 Nev. 842, 846, 858 P.2d 1258, 1260 (1993) (reversing Order dismissing Complaint for  
20 failure to state a claim).  
21

22               The Nevada Supreme Court "rigorously reviews de novo a district court order granting  
23 an NRCP 12(b)(5) motion to dismiss, accepting all of the plaintiff's factual allegations as true  
24 and drawing every reasonable inference in the plaintiff's favor to determine whether the  
25 allegations are sufficient to state a claim for relief . . . . A complaint should be dismissed for  
26  
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28

1 failure to state a claim 'only if it appears beyond a doubt that it could prove no set of facts,  
2 which, if true, would entitle it to relief.'" DeBoer v. Senior Bridges of Sparks Family Hospital,  
3 Inc. 282 P.3d 727, 730 (Nev. 2012) (dismissal reversed). "When considering a motion to  
4 dismiss made under NRCP 12(b)(5), a district court must construe the complaint liberally and  
5 draw every fair inference in favor of the plaintiff." Cohen v. Mirage Resorts, Inc. 119 Nev. 1,  
6 22, 62 P.3d 720, 734 (2003). The court shall "accept all factual recitations in the complaint as  
7 true". Lubin v. Kunin 117 Nev. 107, 111, 17 P.3d 422, 425 (2001) (reversing Order dismissing  
8 action). "A strong presumption exists against dismissing an action for failure to state a claim . .  
9 . '[T]he issue is not whether a plaintiff will ultimately prevail but whether [he] is entitled to  
10 offer evidence to support the claims. All the Rules require is 'a short and plain statement that  
11 adequately give[s] the defendant fair notice of what the plaintiff's claim is and the grounds upon  
12 which it rests' . . . a claim is sufficient if it shows that the plaintiff is entitled to any relief which  
13 the court can grant, even if the complaint asserts the wrong legal theory or asks for improper  
14 relief." In re AgribioTech, Inc. 291 F.Supp.2d 1186, 1188 (D.Nev. 2003). "'It is axiomatic that  
15 '[a] motion to dismiss for failure to state a claim is viewed with disfavor and is rarely granted.'" Gilligan v. Jamco Development Corp. 108 F.3d 246, 249 (9<sup>th</sup> 1997). Notably, the Nevada  
16 Supreme Court has not adopted the heightened pleading standard eventually set forth in Bell  
17 Atlantic v. Twombly. Garcia v. Prudential Insurance Co. 293 P.3d 869, 871 at note 2 (Nev.  
18 2013). Howard has adequately pled her counterclaims upon which relief may be granted.

24 **b. Ms. Howards' Counterclaim Adequately Pleads Time, Place, Identity of the**  
25 **Parties Involved and the Nature of the Fraud Pursuant to NRCP 9**

26 A plaintiff alleging fraud is subject to a heightened pleading requirement and must plead  
27 the circumstances constituting fraud with particularity. NRCP 9(b); Rocker v. KPMG LLP, 122  
28 Nev. 1185, 148 P.3d 703 (2006), abrogated on other grounds by Buzz Stew, LLC v. City of N.

1 Las Vegas, 124 Nev. 224, 228 n. 6, 181 P.3d 670, 672 n. 6 (2008). This heightened pleading  
2 requirement exists to ensure that adequate notice is given to the defendant about the nature of  
3 the charges so that it may defend the claims without merely asserting a general denial. Rocker,  
4 122 Nev. at 1192, 148 P.3d at 707–08. To comply with NRCP 9(b), a complaint for fraud must  
5 allege the time, place, identity of the parties involved and the nature of the fraud. *Id.* at 1192,  
6 148 P.3d at 708.

8         The elements of Fraud “are a false representation made with knowledge or belief that it  
9 is false or without sufficient basis of information, intent to induce reliance, justifiable reliance,  
10 and damage resulting from the reliance.” Ries v. Olympian 103, Nev. 709, 711, 747 P. 2d 910,  
11 911 (1988). NRS 42.001 defines fraud as an intentional misrepresentation, deception or  
12 concealment of a material fact known to the person with the intent to deprive another of his or  
13 her rights or property or to otherwise injury another person.” As indicated in Restatement Torts  
14 2d Section 525 under Comment b, misrepresentation denotes “not only words spoken or written  
15 but also any other conduct that amounts to an assertion not in accordance with the truth. Thus  
16 words or conduct asserting the existence of a fact constitute a misrepresentation if the fact does  
17 not exist.”

20         In Perry v. Jordan, 111 Nev. 943, 900 P.2d 335 (1995), the Court discussed  
21 “constructive de fraud” as being the breach of some legal or equitable duty which, irrespective  
22 of moral guilt, the law declares fraudulent because of its tendency to deceive others or to violate  
23 confidence. Such fraud is characterized by a breach of duty arising out of a fiduciary or  
24 confidential relationship. This type of relationship exists when one reposes a special confidence  
25 in another so that the latter, in equity and good conscience, is bound to act in good faith and  
26 with due regard to the interests of the one reposing confidence. A confidential relationship is  
27  
28



1 particularly like to exist when there is a family relationship or one of friendship.” Id. at 946-  
2 947, 337-338.

3 Restatement Torts 2d at Section 525 “provides one who fraudulently makes a  
4 misrepresentation of fact, opinion, intention or laws for the purpose of inducing another to act  
5 or to refrain from action in reliance upon it is subject to liability to the other in deceit for  
6 pecuniary loss caused to him by his justifiable reliance upon the misrepresentation.”  
7

8 Ms. Howard’s Counterclaim incorporates all of her factual allegation into her cause of  
9 action for Fraud, and thereby specifically pleads the details of the fraud and undue influence  
10 Hughes perpetrated on her. The Statement of Facts of the Counterclaim sets out the timeline of  
11 the actions by Hughes from 2007 at least through the end of 2014. The time of signing the Quit  
12 Claim is specifically plead as five (5) days after Ms. Howard purchases the Property. The Facts  
13 further state details of how Hughes took advantage of the fact that Ms. Howard due to her being  
14 on a number of debilitating medications at the time of the transfer. It states specific facts as to  
15 location and ways Hughes additionally manipulated her affections and played on her emotions  
16 by claiming that should she die, he and his children would have no place to live. The  
17 Counterclaim further describes how Hughes exerted control of Ms. Howard’s money and food  
18 stamp card. Further, Ms. Howard asserts that she acted in reliance of Hughes’ conduct of  
19 referring to her as his “wife” and showing her mother the place where he insisted he would like  
20 to get married also caused Howard to believe Hughes intended to marry her. Consequently,  
21 Howard has adequately pled a claim for Fraud.  
22  
23  
24

25 **c. Emotional Distress Due to Hughes’ Extreme and Outrageous Conduct is a**  
26 **Factual Issue for Determination by a Jury**

27 In Branda v. Sanford, 97 Nev. 643, 637 P.2d 1223 (1981), the appellant brought suit for  
28 Emotional Distress resulting from the respondent’s verbal abuse of the appellant in a casino. In

1 reversing an Order granting dismissal, the Supreme Court found that a claim for Emotional  
2 Distress had indeed been pled. The Court went on to hold: "The jury was entitled to determine  
3 considering prevailing circumstances, contemporary attitudes and [the appellant's] own  
4 susceptibility, whether the conduct in question constituted extreme outrage." Id. at 649m 1227.  
5

6 In Dillard v. Beckwith 115 Nev. 372, 989 P.2d 882 (2000), the Supreme Court found  
7 that a plaintiff who allegedly suffered adverse health effects based on co-workers' speculation  
8 of her job demotion sufficiently pled a claim for Emotional Distress.  
9

10 As cited in Franchise Tax Board v. Hyatt 335 P.3d 125 (Nev. 2014), evidence of bodily  
11 harm is not required to prove emotional distress. "The intensity and the duration of the distress  
12 are factors to be considered in determining its severity. Severe distress must be proved; but in  
13 any cases the extreme and outrageous character of the defendant's conduct is in itself important  
14 evidence that the distress has existed." Id. at 148.  
15

16 Not only has Howard set forth the never-ending campaign of verbal and physical abuse  
17 bestowed upon her, but she pled that as a direct result of this "repeated behavior": she "was  
18 forced to seek medical attention which resulted in hospitalization" (See Counterclaims at  
19 paragraph 42). Consequently, Howard has adequately pled a claim for Emotional Distress.  
20 Remarkably, counsel for Hughes even describes Hughes' behavior as "horrific". See Motion to  
21 Dismiss/Motion to Strike at 5:6-7.  
22

23 **d. Conversion Pled by the Counterclaim is Adequate and Partially Conceded**  
24 **to in Plaintiff's Motion to Dismiss**

25 "Conversion exists where one exerts wrongful dominion over another's personal  
26 property or wrongful interference with the owner's dominion. The act constituting 'conversion'  
27 must be an intentional act, but it does not require wrongful intent and is not excused by case,  
28

1 good faith, or lack of knowledge.”: Bader v. Cerri 96 Nev. 352, 356, 609 P.2d 314, 317 at note  
2 1 1980). See also Winchell v. Schiff, 124 Nev. 938, 944, 193 P.3d, 938, 950 (2008) to prove  
3 conversion a party must prove that another “wrongfully exerted [dominion] over personal  
4 property in denial of, or inconsistent with, title or right as therein or in derogation, exclusion or  
5 defiance of such rights.”

7 Howard asserts that Hughes took possession and control of her money and food stamp  
8 card. Hughes’ Motion concedes to using the food stamps for him and his teenage daughters  
9 while withholding the card from Ms. Howard. See Motion to Dismiss Counterclaim; Motion to  
10 Strike, Page 9. Consequently, Ms. Howard has adequately pled a claim for Conversion.

12 **e. Specific Performance is Appropriately Pled**

13 **i. Specific Performance is the Appropriate Remedy to Rescind the Real**  
14 **Property Fraudulent Deed Transfer**

15 Concerning the claim for Specific Performance, counsel for Hughes argues that, a Deed  
16 is a contract subject to contract law. Estate of Stephens 287 Cal.4<sup>th</sup> 665, 672, 49 P.3d 1093,  
17 1096-1097 (2002). A request to adjudicate real property, as Ms. Howard seeks here, is property  
18 brought under a claim for Specific Performance. Sandy Valley v. Sky Ranch, 117ev. 948, 35 P.  
19 3d 964 (2001).

21 NRS 30.030 provides: “Courts of record within their respective jurisdictions shall have  
22 the power to declare rights, status and other legal relations whether or not further relief is or  
23 could be claimed.” Restatement Torts 2d at Section 871 provides: “One who intentionally  
24 deprives another of his legally protected property interest or causes injury to the interest is  
25 subject to liability to the other if his conduct is generally culpable and not justifiable under the  
26 circumstances.” Under Comment a, it is stated the rule applies when title to land has been  
27 obtained by fraud or duress. NRS 111.175 holds that a conveyance of interest in land made to  
28

1 defraud a prior purchaser is void.

2 An action for rescission of a contract to sell land and cancellation of a Deed is properly  
3 brought before the court. Canepa v. Durham, 65 Nev. 428, 198 P.2d 290 (1948). A court is  
4 empowered to reform a Deed and grant its specific performance Roberts v. Hummel 69 Nev.  
5 154, 243 P.2d 248 (1952). See also Aja v. Appleton, 86 Nev.639, 472 P.2d 524 (1970). "A  
6 party to a contract may seek a rescission of that contract based on fraud in the inducement."  
7 Award v. Shuffle Master, 123 Nev. 613, 622, 173 P.3d 707, 713 (2007). Accordingly, Ms.  
8 Howard should have the opportunity to have her case heard on the merit as to the fraudulent  
9 activity of Hughes to obtain the deed, and if proven have the specific performance to rescind the  
10 deed available as remedy.  
11  
12

13 **ii. Specific Performance is Appropriate for Partition if Needed.**

14 Even in Petitioner's request for partition, specific performance for the amount due the  
15 Parties is appropriate. In this matter, the Court should look to the contribution of each Party;  
16 and since Hughes has contributed nothing, this Court should order the Property specifically  
17 deeded to Ms. Howard. "[T]here is a presumption that where co-tenants unequally share in the  
18 purchase price of property, 'the co-tenants intended to share in proportion to the amount  
19 contributed to the purchase price.'" Langevin v. York 111 Nev. 1481, 1482, 907 P.2d 981, 984  
20 (1995). In Langevin, the unmarried couple who had lived together, Norman and Laurie, ended  
21 their relationship and sought a partition of the properties purchased while together. The  
22 Supreme Court held that since Norman had paid the entire purchase price for two parcels of  
23 land, he was entitled to be awarded the two parcels outright.  
24  
25

26 In Saq v. Tomlin 110 Nev. 204, 871 P.2d 298 (1994), a suit for partition of real property  
27 was commenced seeking the proper division of net proceeds from the sale of a residence of  
28

1 unmarried cohabitants Rickey and Cathy. Rickey argued that when Cathy conveyed the house  
2 to herself and Rickey without stating in the Deed that she retained her accumulated equity, it  
3 was presumed that she conveyed all her equity. However, the Supreme Court held that the  
4 presumption that Cathy and Rickey intended to share in proportion to the amount each  
5 contributed to the purchase price of the property controlled the case.  
6

7 In the matter at hand, Hughes contributed nothing toward the purchase price of the  
8 residential property. It was Howard who purchased the property. It was Howard who  
9 purchased the 11633 Fulkerson Road Property, and it was Howard who paid for the  
10 improvements of a garage, base rock, retaining walls and fencing with her disability settlement.  
11 Consequently, Howard has adequately pled an action for specific performance for rescission of  
12 the Quit Claim Deed with title vesting entirely in her name.  
13

14 **f. Plaintiff's Motion to Strike Should Be Denied.**

15 Giving no viable claim of his own, Hughes moves to strike the facts supporting his self-  
16 proclaimed "horrific" behavior.  
17

18 "Motions to strike are disfavored and rarely granted." OKC Corp. v. Williams 461  
19 F.Supp. 540, 550 (D.C. Tex. 1978). "A motion to strike is a severe measure and it is generally  
20 viewed with disfavor." U.S. v. 729, 773 Acres of Land 531 F.Supp. 967, 971 (D. Haw. 1982).  
21 "As such, the standard employed to decipher pertinence and materiality questions is whether or  
22 not the 'allegations have no possible relation to the controversy.'" Khalid Bin Talal v. E.F.  
23 Hutton & Company 720 F.Supp. 671, 689 (N.D. Ill. 1989). Material will not be stricken unless  
24 it is clear that it can have no possible bearing upon the subject matter in the litigation. Nation v.  
25 Bank of California 72 F.R.D. 550, 551 at note 4 (N.D. Ca. 1976) and San Bernardino Pub.  
26 Emples. Ass'n. v. Stout 946 F.Supp. 790, 803 (C.D. Ca. 1996). If there is any doubt as to  
27  
28

1 whether under any contingency the material may raise an issue, the Motion should be denied.  
2 Daughterty v. Firestone Tire & Rubber Co. 85 F.R.D. 693, 695 (N.D. Ga. 1980) and Blenke  
3 Bros. Motors, Inc. v. Chrysler Corp. 189 F.Supp. 420, 422 (N.D. Ill. 1960). Any doubt as to  
4 striking material should be resolved in disfavor of striking. Hanley v. Volpe 305 F.Supp. 977,  
5 980 (E.D. Wis. 1969) and Pain Prevention Lab, Inc. v. Electronic WaveForm Labs, Inc. 657  
6 F.Supp. 1486, 1491 (N.D. Ill. 1987). Federal cases interpreting Federal Rules of Civil Procedure  
7 are strong persuasive authority because the Nevada Rules of Civil Procedure are based in large  
8 part upon their Federal counterparts. Executive Management, Ltd. v. Ticor Insurance Company  
9 118 Nev. 46, 53, 38 P.3d 872, 876 (2002).

12 The requested items should not be stricken because all bear relation to the controversy  
13 and are material to the action (See Khalid Bin Talal, at 689 (N.D. Ill. 1989), as follows:

14 Concerning paragraphs 7 and 8 of the Counterclaim, these show Hughes' increasing  
15 need for money and the unselfish support Ms. Howard gave Hughes and his teenage daughters.

17 Concerning paragraphs 9, 20 and 28, these detail the emotional stress Hughes bestowed  
18 upon Ms. Howard, including both verbal and physical abuse.

19 Concerning paragraph 29, this details the emotional distress bestowed upon Ms.  
20 Howard, Hughes' attempt to isolate Howard from her mother and his attempt to move his  
21 father providing yet another person for Hughes to financially support.

23 Concerning paragraph 31, this details the emotional distress bestowed upon and Ms.  
24 Howard and Hughes' lack of compassion that he was only in the relationship to take whatever  
25 assets he could.

26 Concerning paragraphs 14 and 15, these show how Hughes' conduct furthered the false  
27 representation that he intended to marry Ms. Howard.  
28

1 Concerning paragraphs 17 and 118, these demonstrate Hughes' increasing need for  
2 money and how he continued to use Howard who was existing on her social security disability  
3 check.

4  
5 Hughes is nothing but a con artist who preyed on two disabled women, depleting them  
6 of their assets and now attempting to swindle them out of their property of which they  
7 purchased entirely with Ms. Howard's own money. It's no wonder that Hughes and his counsel  
8 move to strike the facts demonstrating this man's despicable conduct which form the basis for  
9 the counterclaims Ms. Howard brings.

### 10 11 3. CONCLUSION

12 As shown above, an Order denying Hughes' Motion to Dismiss/Motion to Strike in its  
13 entirety is warranted. If this Court determines, however, that Howard has not sufficiently pled  
14 her Counterclaim, then Howard requests leave to amend. When a complaint can be amended to  
15 state a claim for relief, leave to amend, rather than dismissal, is the preferred remedy. Leave to  
16 amend should be freely given when justice requires... Cohen v. Mirage Resorts 119 Nev. 1, 22,  
17 62 P.3d 720, 734 (Trial Court abused its discretion in refusing opportunity to amend to state  
18 claim for rescissions.) Moreover, the Supreme Court has a sound policy preference for deciding  
19 cases on the merits, Huckabay Props. v. NC Auto Parts, 130 Nev. Adv. Op. 23 [322 P.3d 429  
20 (2014)]. Accordingly, Ms. Howard's Counterclaim should be heard on its merits for  
21 determination in this matter and Plaintiff's Motion to Dismiss; Motion to Strike should be  
22 denied in its entirety.

23  
24  
25 ///

26  
27 ///

28 ///

1 Affirmation: Pursuant to NRS 239B.030, the undersigned does hereby affirm that this document does not  
2 contain the social security of any person.

3 DATED this 20 day of June 2016.  
4

5 Respectfully submitted,

6 

7 CHARLES R. KOZAK, ESQ.  
8 KOZAK LUSIANI LAW, LLC  
9 Nevada State Bar #11179  
10 3100 Mill Street, Suite 115  
11 Reno, Nevada 89502  
12 Phone (775) 322-1239  
13 Facsimile (775) 800-1767  
14 chuck@kozaklusianilaw.com  
15 Attorney for Elizabeth C. Howard  
16  
17  
18  
19  
20  
21  
22  
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25  
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28



1  
2  
3 **CERTIFICATE OF SERVICE**

4 I certify that I am an employee working for Kozak Lusiani Law, LLC and am a citizen  
5 of the United States, over twenty-one years of age, and not a party to the within action. My  
6 business address is 3100 Mill Street, Suite 115, Reno, Nevada 89502.

7 On the 20<sup>th</sup> day of June 2016, I caused to be delivered via facsimile and U.S.  
8 Mail, postage fully prepaid, a true and correct copy of the foregoing document: ELIZABETH  
9 HOWARD'S OPPOSITION TO MOTION TO DISMISS; MOTION TO STRIKE, in Case No.  
10 15-10DC-0876, Dept. I, to the following party(ies):

11  
12 Justin M. Townsend, Esq.  
13 Allison MacKenzie, Ltd.  
14 Nevada State Bar No. 12293  
15 402 N. Division Street  
16 P. O. Box 646  
17 Carson City, Nevada 89702  
18 Phone (775) 687-0202  
19 Facsimile (775) 882-7918  
20 Attorney for Plaintiff

21 DATED this 20<sup>th</sup> day of June 2016.

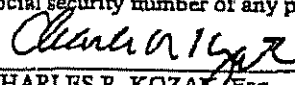
22 

23 Nan Adams  
24 Employee of Kozak Lusiani Law, LLC  
25  
26  
27  
28

Case No. 15-10DC-0876

Dept. No. I

The undersigned hereby affirms that  
this document does not contain the  
social security number of any person.

  
CHARLES R. KOZAK /Esq.

IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF CHURCHILL

SHAUGHNAN L. HUGHES, an  
individual,

vs.

Plaintiff,

ELIZABETH HOWARD'S  
MOTION FOR SUMMARY  
JUDGMENT

ELIZABETH C. HOWARD, an  
individual; and DOES I through  
XX, inclusive,

Defendants

ELIZABETH C. HOWARD, an  
individual,

Counterclaimant,

vs.

SHAUGHAN L. HUGHES, an  
individual; and DOES I through  
XX, inclusive,

Counterdefendants.

COMES NOW Defendant and Counterclaimant, ELIZABETH HOWARD (hereinafter  
"Ms. Howard"), and presents her Motion for Summary Judgment based on the following  
Memorandum of Points and Authorities along with the record on file herein.

## MEMORANDUM OF POINTS AND AUTHORITIES

### 1. PROCEDURAL AND FACTUAL BACKGROUND

The basis of Plaintiff SHAUGHNAN L. HUGHES' (hereinafter "Hughes") Complaint is for a partition action on a quit claim deed, by which he claims Ms. Howard allegedly signed over substantial interest in her property at 11633 Fulkerson Road (hereinafter "Property") to him. Ms. Howard's has asserted claims of fraud, undue influence and emotional distress inflicted on her by Hughes that resulted in her succumbing against her will to signing the quit claim deed. Hughes requests a ruling to determine his interest in the property and to partition that interest to him. If Hughes has any interest in the Property, it will be determined by the amount of his contribution, if any.

In 2012, Ms. Howard purchased the Property with the proceeds solely from her worker's compensation claim. Please see Settlement Letters from Brady Law Group and Kuvara Law Firm attached hereto and incorporated herein as Exhibit 1. Ms. Howard purchased and owned the Property, outright in her name alone. Please see Offer and Acceptance on Property attached hereto and incorporated herein as Exhibit 2. Please see Settlement Statement for purchase of Property attached hereto and incorporated herein as Exhibit 3. Please see Bank Transfer for Funds to purchase Property attached hereto and incorporated herein as Exhibit 4. Please also see Special Warranty Deed on Property attached hereto and incorporated herein as Exhibit 5. Ms. Howard put numerous improvements on the Property, all of which were paid for by Ms. Howard. All expenses on the Property were paid in full, by Ms. Howard. Thereafter, the Parties separated.

Ms. Howard has conducted discovery specific to Hughes' contributions on the property. Hughes has produced documents allegedly showing his financial contribution on the Property,

but close inspection of the documents reveals that, when compared to Ms. Howard's originals and copies, Hughes' Production of Documents is wrought with alteration and forged documents, further showing Hughes fraud in this matter. Below is a table of documents produced by Hughes in column A, claiming financial contribution to the Property and corresponding Exhibits by Ms. Howard in Column B, showing falsification by Hughes.

EXHIBIT #	A. Hughes Discovery Produced and Description of Deficiency	B. Disproving Document and Explanation
6	6A. HUGHES0051 – Kent's Supply Invoice Copy 10/01/2012; Signature line missing from copy	6B. Kent's Supply Carbon Copy with Ms. Howard's signature 10/01/2012. NOTE: Payment with Howard's credit card number ending 6428.
7	7A. HUGHES0050 – Kent's Supply Invoice Copy 10/01/2012; Signature line missing from copy	7B. Kent's Supply Carbon Copy 10/01/2012 with Ms. Howard's signature.
8	8A. HUGHES0049 – Kent's Supply Invoice Copy 10/01/2012; Signature line blank on copy	8B. Kent's Supply Carbon Copy with Ms. Howard's signature. NOTE: Deposit paid with Howard's credit card.
9	9A. HUGHES0052-55 Kent's Supply Invoice Copies 11/19/2013 at 10:41 a.m. Hughes' Signature under "Authorized Charge: Smith, Mike"	9B. Kent's Supply Invoice Copy 11/19/2013 at 10:41 a.m. correctly shows Mike Smith's Signature under "Authorized Charge: Smith, Mike" NOTE: Same time on all invoices.
10	10A HUGHES0022 Country Financial statement falsely alleging default by Howard.	10B. Payment printout and check by Howard to pay insurance the following day and applied to next month.
11	11A HUGHES0023 Sears/Lowes partial receipts; Hughes claims contribution to freezer and fridge. NOTE: No signature line. Hughes puts "S" for Shaughan by \$500.00 cash on receipt.	11B Actual but unrelated Lowe's Receipts showing same credit card number and Ms. Howard's signature removed from Hughes receipt/also Ms. Howard's Travelers insurance check dated same day, cash used for fridge.
12	12A. HUGHES0034 Kent's Supply Invoice Copies 5/8/2013 at 11:05 a.m. with No Signature under Authorized Charge.	12B HUGHES0035 Kent's Supply Invoice Copies for 5/8/2013 at 11:05 a.m. produced by Hughes showing authorized signature of Elizabeth Howard. NOTE: same date and time on both invoices.
13	13A. HUGHES0036 – Kent's Supply Invoice Copy 4/22/2013; Hughes Signature but Credit Card same credit card for Hughes	See 13A NOTE: Payment with Howard's credit card.
14	14A. HUGHES0032-33 Churchill County Planning Letter dated	14B. Churchill County Special Use Permit Application signed by Howard

1 demonstrated fraud and lack of financial contribution to the Property warrants a motion for  
2 summary judgment to find Hughes has no claim or interest in the Property.

## 3 2. STANDARD OF REVIEW

4 Summary judgment, pursuant to NRCP 5(e), is appropriate when the pleadings, depositions,  
5 answers to interrogatories, admissions, and affidavits, if any, that are properly before the court,  
6 show that there exists no genuine issue as to any material fact and that the moving party is  
7 entitled to judgment as a matter of law. Butler ex rel. Biller v. Bayer, 123 Nev. 450, 457-58,  
8 168 P.3d 1055, 1061 (2007) (en banc). A genuine issue of material fact exists if, based on the  
9 evidence presented, a reasonable jury could return a verdict for the non-moving party, and  
10 factual allegations and all reasonable inferences drawn in favor of that party must be accepted as  
11 true. Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005) (per curium);  
12 Pegasus v. Reno Newspapers, Inc., 118 Nev. 706, 714, 57 P.3d 82, 87 (2002). While the party  
13 moving for summary judgment bears the initial burden of demonstrating the absence of a  
14 genuine issue of material fact, the non-moving party may not avoid summary judgment by  
15 relying on general allegations or "the gossamer threads of whimsy, speculation, and  
16 conjecture." Pools Constr. Co. v. McClain's Concrete Inc., 101 Nev. 557, 559, 706 P.2d 849,  
17 851 (1985) per curium; Pegasus, 118 Nev. at 713-14. Rather, the non-moving party must, by  
18 competent evidence, set forth specific facts demonstrating the existence of a genuine issue for  
19 trial. Elizabeth E v. ADT Security Systems West, 108 Nev. 889, 892 (1992).

## 20 3. LEGAL ARGUMENT

21 "[T]here is a presumption that where co-tenants unequally share in the purchase price of  
22 property, 'the co-tenants intended to share in proportion to the amount contributed to the  
23 purchase price.'" Langevin v. York 111 Nev. 1481, 1482, 907 P.2d 981, 984 (1995). In  
24 Langevin, the unmarried couple who had lived together, Norman and Laurie, ended their

1		8/20/13. Hughes attempt to show Permit involvement.	8/8/13; receipt from Building Dept. for Permit paid by Howard on 9/16/13.
2	15	15A. HUGHES0065-66 – A & K Earth Movers Driver Trip Record Copy 9/27/2013; No payment noted	15B. A & K Earth Movers Payment Receipt for invoice dated 9/27/2013 for cash payment by Howard.
3			
4	16	16A. HUGHES0031. A & K Earth Movers Rental Agreement dated 5/3/2013 a.m. Hughes notes this was paid by Verda, Howard's mother on the check copy.	16B. HUGHES0089. One of many duplicate receipts produced with different dates #'s: A & K Earth Movers Rental Agreement dated 5/3/2013 a.m. See Howard's note regarding payment by her mother.
5			
6			
7			
8	17	17A HUGHES0069-70/81 Hiskett & Sons' Invoices dated 9/24 & 9/25 paid with checks 1002 and 1003. NOTE: Hughes attempts to claim payment by signature put on bottom of HUGHES0070	17B. Hiskett & Sons' Transaction Report showing checks 1002 and 1003 paid by Howard, not Hughes; Hiskett & Sons handwritten check ledger showing same checks paid by Howard; copy of check stub 1003 from Howard's account.
9			
10			
11			
12	18	18A HUGHES0083-84 Dan O. Construction LLC letter and estimates; Hughes claims value for contribution to work; however, Howard paid for trucks. Saved amount does not equate to equal contribution by Hughes	18B Dan O. Construction LLC Bid Form noting \$13,600 paid by Howard. Sales receipts showing another \$13,300 paid in full.
13			
14			
15			
16	19	19A. HUGHES0071/86. Alleged Lahontan Valley Electric duplicate receipts dated 1/17/2014.	19B. Actual copy of Lahontan Valley Electric Proposal for \$7,350.00 in work to be paid in three parts of \$1,000.00, \$4,000.00 and \$2,350.00. Three receipts with corresponding amounts dated 1/9/2014, 1/14/2014 and 3/26/2014.
17			
18			
19			
20	20	20A. HUGHES00109-111. Self-claimed contributions to Property by Hughes without documentation. Claimed expenses are all related to personal property and not relevant to this matter, except a claim for "help on garage".	19B. Relevant bank records from Wells Fargo 2012-14. Transfers related to "Garage help" are from John Hughes, Hughes father and were received after garage was completed.
21			
22			
23			

24

25 In addition to the above, Hughes has produced additional documents that show no

26 contribution or financial information, such as load weight receipts, driver logs and heavily

27 redacted bank records without documentation of Property related expenses. Hughes

28

1 relationship and sought a partition of the properties purchased while together. The Supreme  
2 Court held that since Norman had paid the entire purchase price for two parcels of land, he was  
3 entitled to be awarded the two parcels outright.  
4

5 In Saq v. Tomlin 110 Nev. 204, 871 P.2d 298 (1994), a suit for partition of real property  
6 was commenced seeking the proper division of net proceeds from the sale of a residence of  
7 unmarried cohabitants Rickey and Cathy. Rickey argued that when Cathy conveyed the house  
8 to herself and Rickey without stating in the Deed that she retained her accumulated equity, it  
9 was presumed that she conveyed all her equity. However, the Supreme Court held that the  
10 presumption that Cathy and Rickey intended to share in proportion to the amount each  
11 contributed to the purchase price of the property controlled the case.  
12

13 In the matter at hand, Hughes contributed nothing toward the purchase price of the  
14 residential property. It was Howard who purchased the 11633 Fulkerson Road Property. See  
15 Exhibits 1-5. It was Howard who paid for the improvements of a garage, base rock, retaining  
16 walls and fencing with her disability settlement. See Exhibits 6-20A-B. Documents produced by  
17 Hughes fail to reasonably or reliably show that he made any actual contribution to the property.  
18 Consequently, there are no material facts to support that Plaintiff has any interest in the  
19 Property. Hughes, as the non-moving party may not avoid summary judgment by relying on  
20 general allegations or "the gossamer threads of whimsy, speculation, and conjecture." Pools  
21 Constr. Co., 101 Nev. at 559; Pegasus, 118 Nev. at 713-14. Hughes has gone far beyond  
22 whimsy and speculation by committing fraud in its discovery production, and certainly should  
23 not proceed in this matter on that basis. Accordingly, Ms. Howard's Motion for Summary  
24 Judgment should be granted and Hughes' claim for partition of the Property should be denied in  
25 full. Thereafter, Ms. Howard's request for specific performance of rescission of the Quit Claim  
26  
27  
28

1 Deed should be granted and an order should issue to vest the title in the Property entirely in her  
2 name.


3  
4 **4. CONCLUSION**

5 Based on the foregoing, Ms. Howard request this court grant her Motion for Summary  
6 Judgment against Hughes and rule for specific performance to vest the property solely in her  
7 name. The case should proceed thereafter on Ms. Howard's counterclaims against Hughes as  
8 the Court deems proper.

9  
10 Affirmation: Pursuant to NRS 239B.030, the undersigned does hereby affirm that this document does not  
11 contain the social security of any person.

12 DATED this 28 day of June 2016.

13 Respectfully submitted,

14   
15 CHARLES R. KOZAK, ESQ.  
16 KOZAK LUSIANI LAW, LLC  
17 Nevada State Bar #11179  
18 3100 Mill Street, Suite 115  
19 Reno, Nevada 89502  
20 Phone (775) 322-1239  
21 Facsimile (775) 800-1767  
22 chuck@kozaklusianilaw.com  
23 Attorney for Elizabeth C. Howard  
24  
25  
26  
27  
28



**AFFIDAVIT OF ELIZABETH C. HOWARD**

STATE OF NEVADA     )  
                                  )  
COUNTY OF WASHOE    )

I, ELIZABETH C. HOWARD, being first duly sworn under penalty of perjury,  
do hereby declare and state as follows:

1. I am the Defendant and Counterclaimant in foregoing case.
2. I have carefully read the Motion for Summary Judgment to which my Affidavit is attached.
3. All statements made in the foregoing Motion for Summary Judgment are true to the best of my knowledge and belief, except as to those matters therein stated upon information belief, and that as to such matters, I believe them to be true.
4. Documents attached as Exhibits 1-5 and 6B-20B in this matter are my true and correct copies, and are accurately represented in the Motion for Summary Judgment.
5. Your Affiant understands the penalties for perjury that could include prison and that perjury is a felony. Your Affiant swears under penalty of perjury that the foregoing assertions of fact are true and correct.

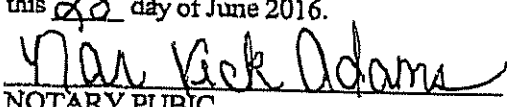
**FURTHER YOUR AFFIANT SAYETH NAUGHT:**

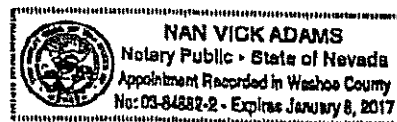
DATED this 28 day of June 2016.

  
ELIZABETH C. HOWARD

SUBSCRIBED and SWORN to before me

this 28<sup>th</sup> day of June 2016.

  
NOTARY PUBLIC



## CERTIFICATE OF SERVICE

I certify that I am an employee working for Kozak Lusiani Law, LLC and am a citizen of the United States, over twenty-one years of age, and not a party to the within action. My business address is 3100 Mill Street, Suite 115, Reno, Nevada 89502.

On the 28<sup>th</sup> day of June 2016, I caused to be delivered via facsimile and electronic mail a true and correct copy of the foregoing document: ELIZABETH HOWARD'S MOTION FOR SUMMARY JUDGMENT, in Case No. 15-10DC-0876, Dept. 1, to the following party(ies):

Justin M. Townsend, Esq.  
Allison MacKenzie, Ltd.  
Nevada State Bar No. 12293  
402 N. Division Street  
P. O. Box 646  
Carson City, Nevada 89702  
Phone (775) 687-0202  
Facsimile (775) 882-7918  
Attorney for Plaintiff

DATED this 28 day of June 2016.

Nan Adams  
Nan Adams  
Employee of Kozak Lusiani Law, LLC

**LIST OF EXHIBITS**

<u>No.</u>	<u>Document</u>	<u>Pages</u>
1	Settlement Letters	4
2	Offer and Acceptance on Property	8
3	Settlement Statement for Property	3
4	Bank Transfer to Purchase Property	3
5	Special Warranty Dccd on Property	4
6 - 11	Hughes Discovery and Howard Discovery Disproving Document and Explanation	92

# EXHIBIT 1

00120/2010 13.12

00120/2010 13.12

00120/2010 13.12

# EXHIBIT 1

From:Kozak Law Firm

To:8827918

09/29/2016 15:27

#283 P.011/125

Telephone:  
(415)459-7300  
Facsimile:  
(415)459-7303

Brady Law Group  
1015 Irwin Street  
Suite A  
San Rafael, California 94901  
bradylawgroup.com

Toll Free:  
(800) 881-9011  
Los Angeles:  
(310)273-5813

June 13, 2012

Elizabeth Moore  
5110 Stillwater Road  
Fallon, NV 89406

Re: Moore vs. Anderson Carpet & Linoleum Sales, Inc.

Dear Ms. Moore:

Enclosed please find my State Bar Client Trust Account check in the amount of \$153,572.26 representing your portion of the settlement in the above-referenced matter.

The settlement broke down as follows:

Gross settlement:	\$390,000.00
Less: Attorney fees	\$156,000.00 (40% to Kuvana)
Costs	\$7,649.30
Less: Medicals	
1. Timothy J. Kelly, D.C. (reduced)	\$ 1,500.00
2. Paradigm Group, Inc. (reduced)	\$ 2,100.00
3. James R. Cole, Ph.D.	\$ 3,937.50
Less: Travelers Property Casualty Lien (reduced)	\$ 65,240.94
Net to Client:	\$153,572.26

It was a pleasure representing you and please feel free to call me if I can be of any assistance in the future.

Very truly yours,

Steven D. Brady

SJB:ja

## KUVARA LAW FIRM

Attorneys:  
Neal Kuvara  
John P. Strouss, III  
Daniel Siljepeovich

Corporate Headquarters:  
550 Las Gallinas Avenue  
San Rafael, California 94903-3819  
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Fax (888) 448-8879

San Rafael:  
(415) 479-7070  
San Francisco:  
(415) 922-5522  
Oakland:  
(510) 839-0400  
San Jose:  
(408) 446-5879  
Sacramento:  
(916) 446-1242  
Stockton:  
(209) 465-0313  
Santa Rosa:  
(707) 571-0405  
Salinas:  
(831) 754-0313  
Fresno:  
(559) 780-0190  
Redwood City:  
(650) 780-1785  
Walnut Creek:  
(925) 932-0709  
Vallejo:  
(707) 557-5700  
En Español:  
(877) CONSEJO

November 22, 2010

Elizabeth Moore  
1550 Melanie Drive  
Fallon, NV 89406

Re: Your Accident of 5/20/09

Dear Ms. Moore:

Enclosed please find check number 014205 in the amount of \$4,489.14 as the full and final settlement of your case.

The majority of the cases we handle involve auto accidents. We have enclosed our consumer rights brochure on what to do if an auto accident occurs and suggest you keep it in your vehicle.

It has been a pleasure working with you. Please let me know if I can be of any assistance to you in the future.

Very truly yours,

KUVARA LAW FIRM

*Neal Kuvara*  
NEAL KUVARA  
Attorney at Law  
Ext. 237

NK:df  
Enclosures

1-800-4-INJURY

# **KUVARA LAW FIRM** A Professional Corporation

Attorneys:  
Neal Kuvara  
John P. Strouss, III  
Dmitri Slijepceovich

550 Lark Gallinas Avenue  
San Rafael, CA 94903-3619  
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(408) 446-5879  
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(916) 446-1242  
Santa Rosa:  
(707) 571-0405  
Walnut Creek:  
(925) 933-0709  
Stockton:  
(209) 465-0313  
Salinas:  
(831) 754-1600  
Fresno:  
(559) 230-1785  
Redwood City:  
(650) 780-0190  
Vallejo:  
(707) 557-5700  
Chico:  
(530) 243-4700  
El Esparto:  
(877) CONSOLE  
Los Angeles Area:  
(951) 276-0200  
(714) 680-5800

November 2, 2010

Elizabeth Moore  
1550 Melanie Drive  
Fallon, NV 89406  
(775) 835-2117

## **FINAL STATEMENT** FOR Elizabeth Moore DOI: 5/20/09

### **TOTAL AMOUNT OF SETTLEMENT:**

\$ 15,000.00

### **LESS:**

ATTORNEY'S FEE: (33 1/3%)

\$ 4,489.14 reduced

\$ 10,000.00

### **OUTSTANDING MEDICAL LIENS & BILLS:**

Health Advocates	\$ 2,710.00 reduced
Team Health	\$ 357.00
California Emergency Physicians	\$ 306.00
Fresno Credit Bureau	\$ 78.53

### **LEGAL EXPENSES:**

Secretarial, Telephone, Records,  
Postage, Photocopying, Filing Fees, etc.

\$ 2,570.19

### **NET TO CLIENT**

\$ 4,489.14

\*I have read and approved the above Final Statement, and voluntarily consent to the proposed settlement or recovery as outlined above and approve of all disbursements therefrom. I acknowledge that all expenses, medical bills or liens listed above have been paid. I will indemnify and hold harmless my attorney, and Kuvara Law Firm, for the non-payment of unlisted expenses, medical bills or liens related to this incident, which are either known or unknown to me or my attorney.

Client's name shall be placed on any additional documents in order to conclude said settlement. Authorization is expressly given to Attorney to sign Client's name to any releases, dismissals, checks, drafts, or other necessary documents, with the same effect as if signed by Client. I understand that the law firm will sign the insurance draft by power of attorney to expedite payment to me for my share.

I understand that though I may not be totally healed from my accident, I have instructed my attorney to settle my case.

11-5-2010  
DATE

Elizabeth Moore

NK:df

1-800-4-INJURY



## **EXHIBIT 2**

**EXHIBIT 2**



# OFFER AND ACCEPTANCE AGREEMENT RESIDENTIAL PROPERTY



1 RECEIVED FROM ELIZABETH HOWARD  
 2 hereinafter designated as BUYER, the amount set forth below as EARNEST MONEY DEPOSIT on account of the PURCHASE PRICE  
 3 OF \$ 65,000  
 4 situated in the ☐ City OR ☒ Unincorporated Area of FALLON DOLLARS, for the real property  
 5 State of Nevada, commonly described as 11633 FULKERSON, County of Churchill  
 6 APN 071145 (legal description to be supplied in escrow).  
 7 BUYER ☐ does, ☐ does not intend to occupy the property as a residence.

8  
 9 EARNEST MONEY DEPOSIT Evidenced by ☒ Check, or ☐ other \$ 1,000.00  
 10 payable to TITLE COMPANY, held uncashed until acceptance and then deposited  
 11 within one (1) business day of acceptance with TITLE COMPANY  
 12 Authorized escrow holder to be selected by ☐ BUYER ☒ SELLER

13  
 14 DISPOSITION OF EARNEST MONEY DEPOSIT IN THE EVENT OF DEFAULT  
 15 In the event BUYER shall default in the performance of this Agreement, SELLER may, subject to any rights of a BROKER herein,  
 16 retain such portion of the deposit to cover damages sustained, and/or take such actions as deemed appropriate by SELLER to collect such  
 17 damages. BUYER shall have the right to take such action as deemed appropriate by BUYER to recover such portion of the deposit as may  
 18 be allowed by law.

19  
 20 BALANCE OF CASH DOWN PAYMENT (not including closing costs) \$ TBD  
 21 Source of down payment

22  
 23 CASH PURCHASE The BUYER to provide evidence, satisfactory to SELLER, of sufficient cash available to complete this purchase  
 24 within 3 days of written acceptance.

25  
 26 FINANCING TERMS  
 27 NEW FIRST LOAN PROCEEDS: ☐ Conventional, ☐ FHA, ☐ VA, ☐ Rural, ☐ Private \$  
 28 ☐ Fixed Rate for \_\_\_\_\_ years. Interest not to exceed \_\_\_\_\_ %.  
 29 ☐ Adjustable Rate for \_\_\_\_\_ years. Initial Interest not to exceed \_\_\_\_\_ % maximum lifetime rate not to exceed \_\_\_\_\_ %.  
 30 Payment shall include: ☐ Interest only OR ☐ Principal and Interest  
 31  
 32 NEW SECOND LOAN PROCEEDS: ☐ Conventional, ☐ FHA, ☐ VA, ☐ Rural, ☐ Private \$  
 33 ☐ Fixed Rate for \_\_\_\_\_ years. Interest not to exceed \_\_\_\_\_ %.  
 34 ☐ Adjustable Rate for \_\_\_\_\_ years. Initial Interest not to exceed \_\_\_\_\_ % maximum lifetime rate not to exceed \_\_\_\_\_ %.  
 35 Payment shall include: ☐ Interest only OR ☐ Principal and Interest

36  
 37 Taxes and Insurance shall be impounded monthly by lender or paid directly by BUYER.  
 38  
 39 BUYER to lock loan terms within \_\_\_\_\_ days of acceptance or BUYER agrees to pay prevailing rates.  
 40  
 41 BUYER to pay discount points not to exceed \_\_\_\_\_ %. SELLER to pay discount points not to exceed \_\_\_\_\_ %.  
 42 Any reduction in discount points at closing to be allocated proportionately.  
 43 Loan origination fee not to exceed \_\_\_\_\_ % paid by ☐ BUYER, ☐ SELLER.  
 44 SELLER agrees to pay up to \$ \_\_\_\_\_ in fees which cannot be paid by the BUYER pursuant to FHA or VA regulation.  
 45 All remaining loan fees shall be paid as required by law, ordinance and/or regulation.  
 46 PMI, MIP, VA funding fee, if any, to be ☐ paid in cash, ☐ financed, ☐ paid monthly.

47  
 48 OTHER (Specify in Additional Terms and Conditions or Financing Addendum):  
 49  
 50 TOTAL PURCHASE PRICE in the sum of (not including closing costs): \$ 65,000.00

51  
 52 LOAN APPROVAL Within five (5) days of acceptance, BUYER agrees to (1) submit a loan application, including all documentation,  
 53 to a lender of BUYER's choice, (2) authorize ordering of the appraisal and (3) furnish a pre-approval letter to SELLER based upon a  
 54 standard factual credit report and review of debt to income ratios.  
 55 This offer is conditioned upon BUYER's ability to deliver to SELLER a letter of loan approval which includes income verification and  
 56 verification of available funds, subject to acceptable appraisal and lender review of preliminary report from title company within  
 57 5 days of acceptance. By signing below, BUYER consents to the lender's release of loan status and conditions of approval to the  
 58 SELLER and Brokers.  
 59 If loan approval is not obtained within said time frame, SELLER reserves the right to terminate this Agreement. Both parties agree to  
 60 cancel the escrow and have earnest money deposit returned to BUYER less expenses incurred by BUYER.

61  
 62 CLOSING Close of escrow to be July 18, 2013. Unless otherwise agreed upon in writing, close of escrow  
 63 date shall not change from the originally agreed upon closing date. Both parties shall deposit with the authorized escrow holder all funds  
 64 and instruments necessary to complete the transaction in accordance with the terms herein.

Address 11633 FULKERSON FALLON NV 89406  
 Buyer [Signature] and Seller [Signature] have read this page.

**ADDITIONAL CONTRACT TERMS**

**1** **2 DEFINITIONS** The BROKER includes cooperating Brokers and all Licensees. **3** **4 ACCEPTANCE** means the date on which this Agreement and any other counter offers are fully executed and delivered. **5** **6** means personally delivered to principals or respective Licensees, transmitted by facsimile machine, Electronic PostMark™, or mailed by **7** certified mail. In the event of fax transmission, delivery shall be deemed to be complete at the time noted on the confirmation sheet **8** generated by the sender's fax. In the event of certified mailing, delivery shall be deemed to have been made on the third day following the **9** date of mailing, evidenced by the postmark on the envelope containing the delivered material. **10** **11** **12** **13** **14** **15** **16** **17** **18** **19** **20** **21** **22** **23** **24** **25** **26** **27** **28** **29** **30** **31** **32** **33** **34** **35** **36** **37** **38** **39** **40** **41** **42** **43** **44** **45** **46** **47** **48** **49** **50** **51** **52** **53** **54** **55** **56** **57** **58** **59** **60** **61** **62** **63** **64** **65** **66** **67** **68** **69** **70** **71** **72** **73** **74** **75** **76** **77** **78** **79** **80** **81** **82** **83** **84** **85** **86** **87** **88** **89** **90** **91** **92** **93** **94** **95** **96** **97** **98** **99** **100**

**13** **CONDITIONS SATISFIED OR WAIVED IN WRITING** Each condition, contingency, approval and disapproval shall be satisfied **14** according to its terms unless waived in writing by the benefitting party within the time limits specified, or an extension in writing is **15** agreed to by the parties or, this Agreement shall terminate and all deposits be returned to BUYER less expenses incurred by BUYER to **16** the date of termination of this transaction. Each party shall diligently pursue the completion of this transaction.

**18 APPRAISAL BUYER Initial Required**

**19** Included ☐ Waived ☒

**20** [ ] [ ] Appraisal fee to be paid by ☐ BUYER ☐ SELLER. It is expressly agreed, **21** notwithstanding any other provisions of this contract, the BUYER shall not be obligated to complete the purchase of the property or to **22** incur any penalty for forfeiture of earnest money deposit if the appraised value of the property (excluding closing costs) is less than the **23** amount specified as the purchase price. The BUYER shall, however, have the option of proceeding with the consummation of the contract **24** without regard to the amount of the appraised valuation. **25**

**26 SALE OF OTHER PROPERTY**

BUYER must check one of the following:

**27** ☒ A. This Agreement is not contingent upon conveyance of BUYER's property

**28** OR

**29** ☐ B. This Agreement is contingent upon conveyance of BUYER's property described as:

**31** ☐ in escrow OR \_\_\_\_\_ which is

**32** ☐ currently listed in an MLS System by a REALTOR®, or will be listed within \_\_\_\_\_ days of Acceptance.

**33** SELLER ☐ shall OR ☐ shall not have the right to continue to offer this property for sale and accept written offers subject to the **34** BUYER's rights under this Agreement.

**35** Should SELLER accept such an offer, the Acceptance shall be made subject to BUYER's rights under this Agreement, and written **36** notice of the contingent acceptance of any such offer shall be immediately delivered to BUYER's Broker.

**37** If BUYER fails to deliver a written waiver of this contingency within \_\_\_\_\_ hours of the delivery of SELLER's notice to **38** BUYER or Broker, this Agreement shall terminate, earnest money deposit shall be returned to BUYER, less expenses incurred by **39** BUYER and escrow shall be terminated.

**40** If BUYER delivers a timely waiver of this contingency, BUYER's earnest money deposit shall be increased to \$ \_\_\_\_\_, **41** and BUYER shall pay the balance of that increased deposit within \_\_\_\_\_ hours of the delivery of the waiver. **42** Concurrent with the written waiver, BUYER must also deliver proof of adequate funds to close escrow and that the financing is **43** not conditioned upon the sale and/or closing of any property.

**44** If BUYER fails to timely pay the increased deposit, the waiver and proof will be deemed ineffective and this Agreement shall **45** terminate, and all BUYER's deposits will be refunded, less any expenses incurred by the BUYER.

**46** If "B" is checked above, BUYER shall provide information regarding the listing or escrow on BUYER's property and related **47** escrows, including, but not limited to, closing date, loan status, inspections and all additional contingencies, within \_\_\_\_\_ days **48** of acceptance. BUYER authorizes SELLER or SELLER's Broker to obtain updates on BUYER's listing or escrow. If the escrow **49** on BUYER's property does not close by \_\_\_\_\_, this Agreement will terminate unless the BUYER and SELLER otherwise **50** agree in writing.

**51** Should BUYER waive this contingency, all inspections shall be completed within \_\_\_\_\_ days of the delivery of BUYER's **52** waiver of this contingency. If this contingency is waived, the close of original escrow date will hold unless otherwise agreed upon **53** in writing.

**54** **55** **56** **57** **58** **59** **60** **61** **62** **63** **64** **65** **66** **67** **68** **69** **70** **71** **72** **73** **74** **75** **76** **77** **78** **79** **80** **81** **82** **83** **84** **85** **86** **87** **88** **89** **90** **91** **92** **93** **94** **95** **96** **97** **98** **99** **100**

**56** **SELLER'S REAL PROPERTY DISCLOSURE FORM** The SELLER will provide BUYER, at time of written acceptance, a **57** completed Seller's Real Property Disclosure Form which, by this reference, shall be incorporated into this Agreement. BUYER shall **58** return an acknowledged copy to SELLER within four (4) working days of receipt.

**59** **DISCLAIMER:** BUYER understands that the above Seller's Real Property Disclosure Form is for disclosure purposes and is not a **60** substitute for property inspections by experts, including, but not limited to, engineers, geologists, architects, general contractors, specialty **61** contractors such as roofing contractors and pest control operators. BUYER is urged to retain such experts that are believed appropriate. **62** BUYER understands and acknowledges the Brokers in the transaction cannot warrant the condition of the property or guarantee all defects **63** have been disclosed by SELLER. Both parties acknowledge Brokers will not be investigating the status of permits, location of property **64** lines, and/or code compliance.

Address: **11633 FULKERSON**

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Buyer [ ] and Seller [ ] have read this page.

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**11633 FULKERSON**

1 **VESTED TITLE** Title shall vest as designated in Escrow Instructions.

2

3 **EXAMINATION OF TITLE** In addition to any encumbrances referred to herein, BUYER shall take title to the property subject to:  
 4 (1) Real Estate Taxes not yet due, and (2) Covenants, Conditions, & Restrictions (CC&Rs), rights of way, and easements of record, if  
 5 any, which do not materially affect the value or intended use of the property. Within two (2) business days of acceptance, SELLER  
 6 shall order a preliminary report from a title company and CC&Rs if applicable, for the property. Within five (5) days from BUYER's  
 7 receipt of the preliminary report and CC&Rs, all exceptions shall be deemed approved unless written objection is delivered to SELLER's  
 8 Broker within this five (5) day period. Should BUYER object to any exceptions, SELLER shall use due diligence to remove those  
 9 exceptions before close of escrow. If those exceptions cannot be removed before close of escrow, BUYER may elect to purchase, subject  
 0 to the existing exceptions or BUYER may elect to terminate all rights and obligations hereunder, and the deposit shall be returned to  
 1 BUYER, less expenses incurred by BUYER to the date of termination. If SELLER is unwilling or unable to remove such objections,  
 2 SELLER shall deliver written notification to BUYER's Broker within ten (10) days of receipt of said objections.

3

4 **CLOSING COSTS**

5 ☒ BUYER ☐ SELLER shall pay for a (Standard) owner's policy of title insurance.  
 6 ☐ BUYER ☐ SELLER shall pay for a (Standard) lender's policy of title insurance.  
 7 BUYER is aware additional coverage policies are available. All costs associated with additional coverage policies to be paid for by  
 8 ☒ BUYER, ☐ SELLER, ☐ other  
 9 Escrow Fee to be paid by ☒ BUYER, ☐ SELLER, ☐ split equally.  
 0 Transfer Tax(es) to be paid by ☒ BUYER, ☐ SELLER, ☐ other  
 1 All remaining closing costs shall be paid in customary manner as required by law, ordinance and/or regulation.

2

3 **BONDS AND ASSESSMENTS** (Other than Common-Interest Communities) In the event there is a bond or assessment which has  
 4 a principal balance or requires settlement in full prior to close of escrow, the bond or assessment shall be ☒ paid by SELLER, or  
 5 ☐ assumed by BUYER, ☐ other

6

7 **OMISSIONS FROM ESCROW INSTRUCTIONS** The omission from escrow instructions of any provision herein shall not  
 8 preclude any party from enforcing that provision. All representations and warranties shall survive the conveyance of the property.

9

0 **PRORATION** Any and all rents, taxes, interest, homeowner association fees, payments on bonds and assessments assumed by  
 1 BUYER, and other expenses of the property shall be prorated as of the date of recordation of the deed. Security deposits, advance rentals,  
 2 or considerations involving future lease credits shall be credited to BUYER at close of escrow.

3

4 **REASSESSMENT OF PROPERTY TAX** The BUYER is advised the property may be reassessed upon change of ownership which  
 5 may result in a tax increase or decrease.

6

7 **SYSTEMS AND MAINTENANCE** Until possession is delivered, SELLER shall maintain the property in its entirety, including, but  
 8 not limited to, all existing structures, landscaping, grounds, appliances and systems. SELLER agrees to deliver the property in a neat and  
 9 clean condition, and remove all debris and personal belongings removed. The following items are specifically excluded from the above:

0

1 **HOME WARRANTY CONTRACT**

2 BUYER Initial Required

3 Included Waived

4 ☒ ☐ ☐ ☐ A home warranty contract, shall be selected by ☒ BUYER, ☐ SELLER and paid for by  
 5 ☒ BUYER, ☐ SELLER, ☐ other The home warranty contract shall become effective  
 6 at close of escrow for not less than one year, at a price NOT to exceed \$ 330.00. The Brokers herein have informed both parties  
 7 that such protection programs are available. Brokers do not approve or endorse any particular program.

8

9 **COMMON-INTEREST COMMUNITY DISCLOSURE**

0 The property ☐ is ☒ is not located in a Common-Interest Community.

1 If so, complete the following:

2 Association transfer fee to be paid by ☐ BUYER, ☐ SELLER, ☐ other The amount of  
 3 any delinquent assessments including penalties, attorney's fees, and other charges provided for in the management documents shall be  
 4 paid current by the SELLER at close of escrow. SELLER must disclose knowledge of upcoming and pending assessments.

5 Existing Assessments levied shall be paid by ☐ BUYER, ☐ SELLER, ☐ other

6 Assessments levied, but not yet due, shall be paid by ☐ BUYER, ☐ SELLER, ☐ other

7 SELLER to provide BUYER common-interest community documents ("Resale Package") as required by NRS. BUYER to have five (5)  
 8 days from receipt of Resale Package for review. If the BUYER does not approve the Resale Package then written notice to cancel must be  
 9 given within that same 5 day period.

0

1 **AREA RECREATION PRIVILEGES AND RULES** If applicable, SELLER shall relinquish, on or before close of escrow,  
 2 recreation privileges, passes, identification cards or keys for access to common-interest community facilities and general improvements.  
 3 Upon close of escrow, SELLER agrees to pay replacement charges for identification cards or keys that are not relinquished. BUYER  
 4 shall become familiar with the current common-interest community facilities and general improvement policies regarding recreation  
 5 privileges and associated costs prior to close of escrow.

6

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1 **ITEMS NOT ADDRESSED** Items of a general maintenance or cosmetic nature which do not materially affect value or use of the  
 2 subject property, which existed at the time of acceptance and which are not expressly addressed in this Agreement are deemed accepted  
 3 by the BUYER.

4  
 5 **INSPECTIONS AND FINAL WALK-THROUGH** Acceptance of this offer is subject to the following reserved right. BUYER may  
 6 have the property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will  
 7 inspect the property. The following is not an exhaustive list of possible inspections; therefore, the BUYER shall initial those inspections  
 8 included and waived AND add under "OTHER" any additional inspections necessary to satisfy the BUYER.

9 ☒ Within 14 days of the date of acceptance

10 OR ☐ according to the deadline inserted in the above "Sale of Other Property"

11 OR ☐ within        days of Lien Holder(s) Approval of Short Sale,

12 all inspections shall be completed and BUYER shall deliver to SELLER, at BUYER's sole expense, copies of all inspection reports and  
 13 written notice signed by BUYER providing for one of the following:

14 A. approval of the inspections without requiring any repairs; OR

15 B. approval of the inspections with an attached Notice of Required Repairs Form or an Addendum listing all required repairs to  
 16 which SELLER shall respond within 5 days of delivery; OR

17 C. termination of this Agreement including an explanation how the condition(s) revealed by any inspection report materially  
 18 and/or reasonably justify such a decision.

19 If any inspection is not completed and delivered to SELLER by the deadline set forth above, BUYER is deemed to have waived the right  
 20 to that inspection and SELLER is released from liability for the cost of repairs said inspection would have reasonably identified had it  
 21 been conducted, except as otherwise provided by law. If BUYER acts reasonably in terminating the Agreement based upon objectionable  
 22 conditions revealed by the inspection(s), BUYER is released from any and all obligations to SELLER and entitled to a refund of the  
 23 earnest money deposit, less expenses incurred by BUYER.

24 **BUYER Initial Required**

25 Included

26 Waived

27 ☒        /        /        ☒        /        /        PEST INSPECTION  
 28 ☒        /        /        ☒        /        /        HOME INSPECTION  
 29 ☒        /        /        ☒        /        /        HEATING SYSTEM INSPECTION  
 30 ☒        /        /        ☒        /        /        COOLING SYSTEM INSPECTION  
 31 ☒        /        /        ☒        /        /        OIL TANK TEST Type       

Paid by: ☐ BUYER, ☐ SELLER

Paid by: ☒ BUYER, ☐ SELLER

Paid by: ☐ BUYER, ☐ SELLER

Paid by: ☐ BUYER, ☐ SELLER

Paid by: ☐ BUYER, ☐ SELLER

32 If oil tank needs to be filled to perform test, BUYER ☐ will, ☐ will not reimburse SELLER.

33 ☒        /        /        ☒        /        /        WOODBURNING DEVICE INSPECTION

Paid by: ☐ BUYER, ☐ SELLER

34 In the event device does not meet all applicable codes and/or laws, the cost of its removal shall be the responsibility of the SELLER.  
 35 Stovepipe to be capped off at ceiling or fireplace to be restored to working order at SELLER's expense.

36 ☒        /        /        ☒        /        /        FIREPLACE INSPECTION

Paid by: ☐ BUYER, ☐ SELLER

37 ☒        /        /        ☒        /        /        SURVEY Type       

Paid by: ☒ BUYER, ☐ SELLER

38 ☒        /        /        ☒        /        /        WELL QUANTITY

Paid by: ☒ BUYER, ☐ SELLER

39 ☒        /        /        ☒        /        /        WELL QUALITY

Paid by: ☒ BUYER, ☐ SELLER

40 ☒        /        /        ☒        /        /        SEPTIC PUMPING

Paid by: ☐ BUYER, ☐ SELLER

41 ☒        /        /        ☒        /        /        SEPTIC INSPECTION

Paid by: ☒ BUYER, ☐ SELLER

42 ☒        /        /        ☒        /        /        OTHER       

Paid by: ☐ BUYER, ☐ SELLER

43 ☒        /        /        ☒        /        /        RE-INSPECTIONS

Paid by: ☐ BUYER, ☐ SELLER

44 SELLER agrees to provide reasonable access to the property to BUYER, as well as inspectors representing BUYER, for both inspections  
 45 and re-inspections as provided in this Agreement and to representatives of lending institutions for appraisal purposes. SELLER agrees to  
 46 have all utilities in service the day of inspection and until close of escrow. BUYER shall have the right to a final walk-through inspection  
 47 no later than 3 days prior to close of escrow to ensure compliance with the terms of this Agreement.

48 **LIMITATION OF REPAIR COSTS** The SELLER agrees to pay for and complete repairs in an amount NOT to exceed the total sum  
 49 of \$        for all repair conditions indicated on Page 2, lines 18-24 (Appraisal Report); Page 3, lines 37-40 (System and  
 50 Maintenance); Page 4, lines 5-49 (Inspection and Final Walk Through); and/or any defect identified in the Seller's Real Property  
 51 Disclosure Form or discovered by SELLER but not disclosed in the Seller's Real Property Disclosure Form or which has been  
 52 discovered to be materially worse than was indicated.

53 In the event BUYER's required repairs are not completed by close of escrow, BUYER shall execute an Addendum directing how the  
 54 SELLER's funds for the remaining repairs shall be disburse on behalf of the BUYER. The Brokers herein have no responsibility to assist  
 55 in the payment of any repair, correction or deferred maintenance on the subject property which may have been revealed by the above  
 56 inspections, agreed upon by the BUYER and SELLER or requested by one party.

57 **DESTRUCTION OF IMPROVEMENTS** If the improvements of the property are destroyed, materially damaged, or found to be  
 58 materially defective prior to close of escrow, BUYER may terminate the Agreement by written notice delivered to SELLER's Broker,  
 59 and earnest money deposit shall be returned to BUYER. In the event BUYER does not elect to terminate the Agreement, BUYER shall be  
 60 entitled to receive, in addition to the property, any insurance proceeds payable on account of the damage, destruction and/or defect.

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1 **OIL AND PROPANE** If applicable, any oil or propane existing at time of written acceptance, allowing for normal use up to close of  
2 escrow, will be ☐ purchased by BUYER ☒ included in the purchase price. If fuel is purchased by BUYER, SELLER to contact fuel  
3 company to measure existing fuel no later than five (5) days prior to close of escrow. Fuel credit amount to be submitted to title company  
4 for credit to SELLER for remaining fuel.  
5  
6 **PHYSICAL POSSESSION** Physical possession of the property, with keys to all property locks, community mailbox keys, alarms,  
7 and garage door opener(s), if applicable, shall be delivered to BUYER ☒ upon recordation of the deed or ☐ by separate Agreement.  
8  
9 **VERIFICATION OF INFORMATION** Any information relating to square footage, land or its use, and/or improvements of  
10 the land are approximate or estimates only, and neither the SELLER nor the Brokers involved make any representation or guarantee  
11 regarding the accuracy. Any oral or written representations by SELLER or Brokers regarding age of improvements, size, and square  
12 footage of parcel or building, or location of property lines, may not be accurate. Apparent boundary line indicators such as fences,  
13 hedges, walls, or other barriers may not represent the true boundary lines. Brokers are not obligated to investigate the status of permits,  
14 zoning, or code compliance. BUYER to satisfy any concerns with conditions that are an important or critical element of the purchase  
15 decision. BUYER has not received or relied upon any representations by either Brokers or SELLER with respect to the condition of the  
16 property which are not contained in this Agreement or in any attachments. The information contained in the Multiple Listing Service,  
17 computer or advertisements, and feature sheets pertaining to this property are not warranted or guaranteed by the Brokers. Errors and/or  
18 omissions in inputting information, while uncommon, are possible. BUYER shall be responsible for verifying the accuracy of pertinent  
19 information. Deposit of all funds necessary to close escrow shall be deemed as final acceptance of the property. SELLER agrees to hold  
20 all Brokers in the transaction harmless and to defend and indemnify them from any claim, demand, action or proceedings resulting from  
21 any omission or alleged omission by SELLER's statements.  
22  
23 **FIXTURES** All items permanently attached to the property as of this date, including, but not limited to, light fixtures, attached  
24 floor coverings, draperies, blinds and shades including window hardware, door and window screen(s), storm sash, combination doors,  
25 awnings, TV antenna(s), satellite dish, burglar, fire and smoke alarms, built-in pools and spas and related equipment, solar system(s),  
26 conforming woodstoves, attached fireplace screen(s), electric garage door opener(s) with control(s), outdoor plants and trees, (other than  
27 in movable containers), are included in the purchase price, free of liens, **EXCLUDING** \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_  
30  
31 **PERSONAL PROPERTY** The following personal property, on the premises when inspected by BUYER, is included in the purchase  
32 price and shall be transferred to BUYER free of liens at close of escrow with no warranty implied as to the condition of any personal  
33 property after close of escrow: **PER MLS 120006494**  
34 \_\_\_\_\_  
35  
36 **WATER RIGHTS** Water rights, if any, to be included with the property unless specifically excluded by deed or mutual agreement.  
37  
38 **WATER METERS** The BUYER may be required, at some future date, to incur the costs of installation of water meters and/or  
39 conversion to metered rates.  
40  
41 **WELLS** Many factors may affect the performance of a well system. If the property includes a well, BUYER may be required, at some  
42 future date, to incur the costs of connecting the residence to a public water system. See Authorization for Release of Water Quality and  
43 Water Quantity Testing Results and Information Regarding Private Well and Septic System.  
44  
45 **ADDITIONAL FEES** Some areas may include/impose additional fees or charges for the remediation of water systems.  
46  
47 **SEPTIC SYSTEMS** If the property includes a septic system, BUYER may be required, at some future date, to incur the costs of  
48 connecting the residence's plumbing to a public sewer system. See Information Regarding Private Well and Septic System.  
49  
50 At close of escrow, BUYER assumes all future costs associated with water meters, wells and septic systems.  
51  
52 **PRIVATE ROADS** If the property shares a common road or access driveway or right of way with other property, the SELLER shall  
53 disclose the existence of any road maintenance agreement.  
54  
55 **LAND USE REGULATION** The BUYER is advised the property may be subject to the authority of the federal government, state,  
56 county, Tahoe Regional Planning Agency, city and/or the various courts having jurisdiction. These governmental entities, from time to  
57 time, have adopted and revised land use and environmental regulations that may apply to the property, and which, among other things,  
58 may restrict new construction, expansion, remodeling and rebuilding of buildings and other improvements. Due to the uncertain effect of  
59 land use and environmental regulations that may apply to the property and may affect BUYER's intended use of the property, the Broker  
60 makes no representations or warranties regarding the existing permissible uses or future revisions to the land use regulations.  
61  
62 **ENVIRONMENTAL CONDITIONS** The BUYER is advised the property may be located in an area found to have special flood  
63 hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity and/or wildland fires. It may be  
64 necessary to purchase additional insurance in order to obtain a loan secured by the property from any federally regulated financial  
65 institution or a loan insured or guaranteed by an agency of the U.S. Government. For further information, consult your lender,  
66 insurance carrier or other appropriate agency.

Address **11633 FULKERSON** **FALLON** **NV** **89406**  
Page 5 of 7 Buyer **ECW** and Seller **/** have read this page.

1 **TAX WITHHOLDING (FIRPTA)** Unless the property is acquired for use as a primary residence and is sold for no more than  
 2 \$300,000, SELLER agrees to provide BUYER with (a) NON-FOREIGN SELLER AFFIDAVIT (PPC Form 101-V), or (b)  
 3 WITHHOLDING CERTIFICATE FORM from the Internal Revenue Service stating that withholding is not required. In the event none of  
 4 the foregoing is applicable, BUYER must withhold 10% of the Gross Sales Price under the FOREIGN INVESTMENT AND REAL  
 5 PROPERTY TAX ACT (IRC Section 1445).

6  
 7 **TAX DEFERRED EXCHANGE** In the event BUYER or SELLER wishes to enter into an IRC tax deferred exchange for the real  
 8 property described herein, each of the parties agrees to cooperate with the other party in connection with such exchange, including the  
 9 execution of documents as may be reasonably necessary to effectuate the same. Provided that the other party shall not be obligated to  
 10 delay the closing, all additional costs in connection with the exchange shall be borne by the party requesting the exchange, and the other  
 11 party shall not be obligated to execute any note, contract, deed, or other document providing for any personal liability which would  
 12 survive the exchange. The other party shall be indemnified and held harmless against any liability arising or is claimed to have arisen on  
 13 account of the acquisition of ownership of the exchange property.

14  
 15 **ADDITIONAL TERMS AND CONDITIONS:**

16 **SELLER TO HAVE UTILITIES ON AND DE-WINTERIZE FOR BUYERS INSPECTIONS.**

17  
 18 **OFFER CONTINGENT ON BUYERS APPROVAL OF INSPECTIONS**

19  
 20 **SELLER TO CONTRIBUTE 3% TO BUYERS CLOSING COST**

21  
 22 **THE FOLLOWING HAVE BEEN RECEIVED AND ACKNOWLEDGED BY BUYER:**

23 ☐ Common Interest-Community Information Statement "Before You Purchase Property in a Common-Interest  
 24 Community Did You Know..."

25 ☒ Duties Owed by a Nevada Real Estate Licensee

26 ☒ Environmental Contact List

27 ☒ For your Protection: Get a Home Inspection

28 ☒ Information Regarding Private Well and Septic System

29 ☒ Residential Disclosure Guide

30 ☐ The New Reality of Property Insurance

31  
 32 **THE FOLLOWING ADDENDA AND EXHIBITS ARE ATTACHED AND INCORPORATED**

33 ☐ Authorization of Release of Water Quality and Water Quantity Testing Results

34 ☒ Consent to Act

35 ☐ Financing Addendum

36 ☐ Lead Based Paint Addendum (if property built prior to 1978)

37 ☐ Range Land Disclosure

38 ☐ Used Manufactured/Mobile Home Disclosure

39 ☐ Short Sale Addendum to the Offer and Acceptance Agreement

40 ☐ Other \_\_\_\_\_

41  
 42  
 43 **ELECTRONIC TRANSMISSION** The electronic transmission of a signed copy hereof or any counter offer/amendment to the other  
 44 party or the Broker shall constitute delivery of said signed document. Signatures appearing on electronically transmitted documents  
 45 shall be accepted as originals.

46  
 47 **TIME IS OF THE ESSENCE** Time is of the essence of this Agreement.

48  
 49 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

50  
 51 **MEDIATION** For information purposes only. If a dispute arises out of or relates to this Agreement, or its breach, the parties are  
 52 aware that the local Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available upon  
 53 request.

54  
 55 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this Agreement, the  
 56 prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses and costs.

57  
 58 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National Association of  
 59 REALTORS® and therefore subscribes to a higher ethical standard in the industry, known as the REALTOR® Code of Ethics. To receive  
 60 a copy of the REALTOR® Code of Ethics, ask your real estate professional OR, the local Association of REALTORS®.

61  
 62 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties are advised  
 63 to consult with appropriate professionals, including, but not limited to, engineers, surveyors, appraisers, lawyers, CPAs, or other  
 64 professionals, on specific topics, including, but not limited to, land use regulation, boundaries and setbacks, square footage, physical  
 65 condition, legal, tax, water rights and other consequences of the transaction.

Address 11633 FULKERSON FALLON NV 89406  
 Page 6 of 7 Buyer [Signature] and Seller [Signature] have read this page.

RSAR0 05/12  
 ROA 6/7

1 Seller has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at close of escrow.  
 2 As published in the MLS, 6.000 % of the accepted price, or \$  
 3 shall be paid to the BUYER's Broker, Berney Realty, LTD  
 4 irrespective of the agency relationship.

6 EXPIRATION OF OFFER This offer shall expire unless acceptance, including delivery thereof, to BUYER or to  
 7 Cantel Campbell on/or before 4.00 ☐ A.M. ☒ P.M. on June 22, 2012

9 ENTIRE AGREEMENT This document and the documents incorporated and attached contain the entire Agreement of the parties and  
 10 supersede all prior Agreements or representations with respect to the property which are not expressly set forth herein. This Agreement  
 11 may be modified only in writing, signed and dated by both parties. Both parties acknowledge that they have not relied on any statements  
 12 of any real estate Brokers which are not herein expressed.

14 BUYER acknowledges having read and approved each of the provisions of this Agreement and agrees to purchase the described property  
 15 for the price and on the terms and conditions specified.

18 DATED 6-19-2012 TIME \_\_\_\_\_

Representation: The BUYER's Licensee is:

20 BUYER ELIZABETH HOWARD

BUYER's Licensee Cantel Campbell

22 BUYER \_\_\_\_\_

BUYER Broker Name Cari Norcott

24 BUYER \_\_\_\_\_

BUYER Company Name Berney Realty, LTD

26 BUYER \_\_\_\_\_

BUYER Licensee Signature \_\_\_\_\_

Office Address 2901 W. Williams

Fallon NV 89406

Phone 423-4230 Fax 423-10454

Email Cantel@berneyrealty.com

37 SELLER acknowledges having read and approved each of the provisions of this Agreement. Authorization is hereby given the Brokers  
 38 in this Agreement to deliver a signed copy to BUYER and to disclose the terms of sale to members of a Multiple Listing Service or  
 39 Association of REALTORS® at close of escrow.

#### 41 SELLER'S ACCEPTANCE, COUNTER OFFER OR REJECTION OF AGREEMENT

42 SELLER to check one of the following options and date, time and sign this Agreement.

44 ☐ Acceptance of Offer The undersigned SELLER accepts this offer to purchase, agrees and has the authority to sell the above  
 45 described property on the terms and conditions as stated herein.

47 ☐ Counter Offer The SELLER signs this offer subject to a Counter Offer dated \_\_\_\_\_

49 ☐ Rejection By the signature below, SELLER rejects the foregoing offer.

51 DATED \_\_\_\_\_ TIME \_\_\_\_\_

Representation: The SELLER's Licensee is:

53 SELLER SECRETARY OF VETERANS AFFAIRS

SELLER's Licensee Lorella Sessa

55 SELLER \_\_\_\_\_

Broker Name Cari Norcott

57 SELLER \_\_\_\_\_

Company Name Berney Realty, LTD

59 SELLER \_\_\_\_\_

Office Address 2901 W. Williams

Fallon NV 89406

Phone 423-4230 Fax 423-10454

Email lorella@berneyrealty.com

Address 11633 FULKERSON

FALLON

NV

89406



## **EXHIBIT 3**

**EXHIBIT 3**

OMB No. 2502-0265

**ESTIMATED**  
**A. SETTLEMENT STATEMENT (HUD-1)**

**1. TYPE OF LOAN**  
☐ 1. FHA ☐ 2. FIMA ☐ 3. CONV. UNINS.  
☐ 4. VA ☐ 5. CONV. INS.

**6. FLD NUMBER:** 06-34461-12 **7. LOAN NUMBER**  
**8. MORTGAGE INS. CASE NO.:**

**C. NOTE:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(n.e.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the total.

**D. NAME & ADDRESS OF BORROWER:** Elizabeth C. Howard  
 5116 Bullwater Road, Fallon, NV 89406

**E. NAME & ADDRESS OF SELLER:** Exhibit "A" Attached Hereto

**F. NAME & ADDRESS OF LENDER:**

**G. PROPERTY LOCATION:** 11622 Folkerson Road, Fallon, NV 89406

**H. SETTLEMENT AGENT:** Western Nevada Title Company  
 PLACE OF SETTLEMENT: 2258 Reno Highway, Suite A, Fallon, NV 89406 (775) 427-7037

**I. SETTLEMENT DATE:** 7/06/2012

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
<b>100. Gross Amount Due From Borrower:</b>		<b>400. Gross Amount Due To Seller:</b>	
101. Contract sales price	66,000.00	401. Contract sales price	
102. Personal property		402. Personal property	
103. Refunded charges to borrower (line 1400)	1,553.96	403.	
104.		404.	
105.		405.	
<b>Adjustments For Items Paid By Seller In Advance:</b>		<b>Adjustments For Items Paid By Seller In Advance:</b>	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
<b>120. Gross Amount Due From Borrower:</b>	<b>67,553.96</b>	<b>420. Gross Amount Due To Seller:</b>	
<b>200. Amounts Paid By Or In Behalf Of Borrower:</b>		<b>600. Reductions In Amount Due To Seller:</b>	
201. Deposit or earnest money	1,000.00	601. Excess deposit (see instructions)	
202. Prepaid amount of new loan(s)		602. Refunded charges to seller (line 1400)	
203. Existing loan(s) taken subject to		603. Existing loan(s) taken subject to	
204.		604. Payoff 1st Mtg. L.	
205.		605. Payoff 2nd Mtg. L.	
206.		606.	
207.		607.	
208.		608.	
209.		609.	
<b>Adjustments For Items Unpaid By Seller:</b>		<b>Adjustments For Items Unpaid By Seller:</b>	
210. City/town taxes to		610. City/town taxes to	
211. County taxes to 07/01/12 to 07/06/12	15.01	611. County taxes to	
212. Assessments to		612. Assessments to	
213.		613.	
214.		614.	
215.		615.	
216.		616.	
217.		617.	
218.		618.	
219.		619.	
<b>220. Total Paid By/For Borrower:</b>	<b>1,015.41</b>	<b>620. Total Reductions In Amount Due To Seller:</b>	
<b>300. Cash At Settlement From/To Borrower:</b>		<b>680. Cash At Settlement From/To Seller:</b>	
301. Gross amount due from borrower (line 120)	67,553.96	681. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	1,015.41	682. Less reductions in amount due seller (line 620)	
<b>303. Cash (FROM) (TO) Borrower:</b>	<b>66,538.55</b>	<b>683. Cash (TO) (FROM) Seller:</b>	<b>0.00</b>

Previous Edition Is Obsolete  
 Form No. 1581  
 3/84

Page 1 of 2

83-A-3331-000-1  
 HUD-1 (1-16)  
 FBSFA, FEB 4/02.3



# Western Nevada Title Company

2258 Reno Highway, Suite A • Fallon, NV 89406

(775) 423-7037 • (775) 423-0626

File No.: 06-34461-12

Property: 11633 Fulkerson Road Fallon, NV 89406

Please initial the correct vesting as you would like it to appear at close of escrow:

VESTING INSTRUCTIONS		Initials:	Initials:
<b>Husband and Wife</b>			
Husband and Wife as Joint Tenants, with Right of Survivorship			
Husband and Wife as Community Property			
Husband and Wife as Community Property, with Right of Survivorship			
Husband and Wife as Tenants in Common, as to undivided _____ % Interest			
A Married Man as his Sole and Separate Property (If this vesting is desired, a Quitclaim Deed from your wife is needed)			
A Married Woman as her Sole and Separate Property (If this vesting is desired, a Quitclaim Deed from your husband is needed)			
<b>Domestic Partners</b>			
Domestic Partners as Joint Tenants, with Right of Survivorship			
Domestic Partners as Community Property			
Domestic Partners as Community Property, with Right of Survivorship			
Domestic Partners as Tenants in Common, as to undivided _____ % Interest			
A Domestic Partner as his/her Sole and Separate Property (If this vesting is desired, a Quitclaim Deed from your Partner is needed)			
A Single Woman			
An Unmarried Woman			
A Widow			
A Single Man			
An Unmarried Man			
A Widower			
An Unmarried Man and an Unmarried Woman as Joint Tenants			
An Unmarried Man and an Unmarried Woman as Tenants in Common			

If husband and wife or domestic partners are taking title with others, but all as Joint Tenants, please sign below: the undersigned Grantee(s) herein joins in the execution of this document for the purpose of evidencing their consent to the creation of the joint tenancy created therein:

Elizabeth C. Howard

Signature

Signature

Specify for other vesting (Please print exactly as vested interest is to appear on Deed):

If taking title into a Corporation, a Corporate Resolution will be required. If taking title into a Partnership, a copy of Partnership Agreement will have to be provided. Limited Partnerships must be recorded and filed with the Secretary of State. If taking title into a Trust Agreement, a copy of the Trust Agreement will be required. If you have any questions regarding selection of vesting you are hereby advised to seek independent legal counsel.

Mailing Address After Close of

Escrow: 11633 Fulkerson Rd, Fallon, NV 89406

From:Kozak Law Firm

To:8827918

06/27/2016 15:35

#283 P.026/125

## **EXHIBIT 4**

**EXHIBIT 4**

Bank of America

Funds Transfer Request  
and Authorization (FTRA)

<b>Section I: Requestor/Originator Information</b>			
Requestor Name <b>Elizabeth C Howard</b>		Date Wire to be Sent <b>07/02/2012</b>	
Business Name (if applicable)		Telephone #	
Address <b>5110 Stillwater Rd</b>		City <b>Fallon</b>	State <b>NV</b>
Customer ID Type 1 <b>QST</b>	ID#	Issue State/Country	Issue Date
Customer ID Type 2	ID#	Issue State/Country	Issue Date
Expiration Date		Expiration Date	
<b>Section II: Associate Accepting Wire</b>			
Associate Name <b>Cyndi Gillette</b>		Phone and Fax # <b>775-428-0906 / 775-428-0916</b>	Unit Co# / CC# <b>336 / 8691</b>
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A		Date <b>07/02/2012</b>	Time <b>10:39am</b>
Call Back Completed by:		Name/Number of Person Contacted	
Date/Time			
<b>Section III: Domestic Payment Instructions</b>			
Amount of Wire <b>66,538.55</b>		Debit Account Type (check one) <input type="checkbox"/> CHKG <input checked="" type="checkbox"/> SAV <input type="checkbox"/> ICA <input type="checkbox"/> OL	Serial # (For ICA/OL) or Repetitive ID#
Account Debit <b>501011485032</b>		State <b>NV</b>	Available Balance <b>\$ 67,014.79</b>
Account Title <b>Elizabeth C Howard</b>		Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter	
Overdraft Amount <b>\$</b>		Overdraft Approved by (Name & Signature)	
Date		Wire Fee <b>\$ 25.00</b>	
<b>Section IV: International Payment Instructions</b> <input type="checkbox"/> Check here if funds must be sent in US dollars.			
USD Amount of Wire <b>\$</b>		Country	Rate
Debit Account Type (check one) <input type="checkbox"/> CHKG <input type="checkbox"/> SAV <input type="checkbox"/> ICA <input type="checkbox"/> OL		Serial # (For ICA/OL) or Repetitive ID#	Foreign Currency Code
Account Debit <b>State</b>		FX Reference ID (if applicable)	Foreign Currency Amount
Available Balance <b>\$</b>		Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter	
Account Title			
Overdraft Amount <b>\$</b>		Overdraft Approved by (Name & Signature)	
Date		Wire Fee <b>\$</b>	
<b>Section V: Wire Information</b>			
Beneficiary Name <b>Western Nevada Title Company Escrow Trust Acct</b>		Beneficiary Account # or IBAN (if IBAN, no further Beneficiary Bank information is required) <b>153700494419</b>	
Beneficiary Address: Street		City	State
Beneficiary Bank Name <b>U.S. Bank</b>		Country	Zip
Beneficiary Bank Address: Street <b>2397 Casey Road</b>		City <b>Fallon</b>	State <b>NV</b>
ABA # or Swift or National ID <b>121201694</b>		Country	Zip <b>89406</b>
Additional Instructions (Attention To: Phone Adviser, Customer Reference, Contact Upon Arrival) <b>Escrow # 06-34461-12 Title # 06-34461-12 Escrow Officer: Rhonda L. Hodges Buyer/Borrower Name: Elizabeth C Howard</b>			
Send Thru Bank/IBK (if available)		ABA # or Swift or National ID	
Send Thru Bank Address: Street		City	State
Country		Zip	
<b>Section VI: Customer Approval (Print form to obtain customer's signature)</b>			
I authorize Bank of America to transfer my funds as set forth in the Instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see page 2 of this form) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.			
Customer Signature		Date of Request: <b>7/2/2012</b>	
<b>Section VII: Approval and Wire System Entry/Verification (Complete manually)</b>			
Signature Verification: Type of account: <input type="checkbox"/> Business (Required for all) <input checked="" type="checkbox"/> Personal (Required if \$10,000 or more unless customer is well-known)		Indicate Method of Signature Verification: <input type="checkbox"/> Signature Card <input type="checkbox"/> Business Resolution <input type="checkbox"/> Posted Check #	
Approval (required for all)		BAT Approval Authorization # (if applicable/attach approval)	
Wire Entered by Name/Signature (Type in BFT screen print) <b>Cyndi Gillette</b>		BFT System Time <b>12:52:32</b>	BFT Sequence # <b>01120702007039</b>
Date of Entry and Verification <b>7/2/12</b>		Verified By (Name/Signature) (Attach Verification Screen Print) <b>DWATON</b>	BFT System Time <b>12:00:11</b>

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO  
95-14-0237NSBW 04-2011

#283 P.028/125

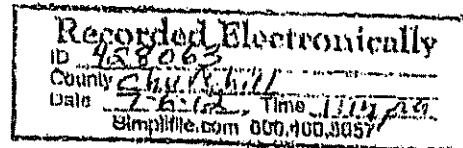


## **EXHIBIT 5**

**EXHIBIT 5**

Recording requested by:

Western Nevada Title Company  
2258 Reno Highway, Ste A  
Fallon, NV 89406



and when recorded, please return this deed  
and tax statements to:

Grantee  
11633 Fulkerson Road  
Fallon, NV 89406

Above reserved for official use only

**SPECIAL WARRANTY DEED**

This Indenture, made on the 3rd day of July, 2012, by and between the Secretary of Veterans Affairs, an Officer of the United States of America, whose address is Department of Veterans Affairs, Washington, DC 20420, hereinafter referred to as Grantor, and Elizabeth C. Howard, whose address is 5110 Stillwater Rd., Fallon, NV 89406, hereinafter referred to as Grantee.

The Grantor FOR A VALUABLE CONSIDERATION, in the amount of SIXTY SIX THOUSAND AND 00/100 DOLLARS (\$66,000.00) in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS and WARRANTS to "Grantee", all right, title, interest and claim to the following real estate in the City of Fallon, County of Churchill, State of Nevada with the following legal description:

Parcel 2 as shown on the Parcel Map for Ammeron Enterprises, recorded in the office of the Churchill County Recorder's Office on December 28, 2000 as File No. 333468, Official Records.

Prior deed reference (if applicable): Book\_\_\_\_, Page\_\_\_\_, Doc. #\_\_\_\_ of the\_\_\_\_ County Recorder, in the State of Nevada.

More commonly known as: 11633 FULKERSON ROAD, FALLON, NV 89406

Tax/Parcel Identification: 7-111-45

Tax Exempt NRS 375.090 Grantor is United State of America

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property unto the said Grantee, Grantee's heirs, administrators, executors, successors and/or assigns forever IN FEE SIMPLE; so that neither Grantor nor Grantor's heirs, administrators, executors, successors and/or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

Grantor further WARRANTS and agrees to FOREVER DEFEND all and singular the said property unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Special Warranty Deed - 1



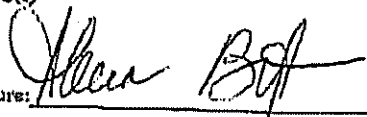
EXECUTED this day of July 3rd, 2012

THE SECRETARY OF VETERANS AFFAIRS,  
An officer of the United States of America

By the Secretary's duly authorized property management  
contractor, Bank of America N.A.,  
successor by merger to BAC Home Loans, Servicing LP,  
FKA Countrywide Home Loans Servicing LP,

Pursuant to a delegation of Authority found at 38 C.F.R. §  
36.4345(f)

Date: July 3rd

Signature: 

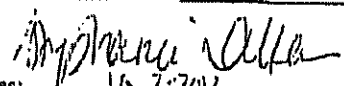
Printed Name: Alecia Bryant, AVP

State of Texas  
County of Collin ) ss.

Notary Acknowledgment:

On this date, before me personally appeared Alecia Bryant, pursuant to a delegation of authority  
contained in 38 C.F.R. § 36.4345(f), to me known to be the person who executed the foregoing instrument on behalf  
of the Secretary of Veterans Affairs, and acknowledged that he executed the same as the free act and deed of said  
Secretary.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the State of Texas  
aforesaid, this 3rd day of July, 2012.

Notary Public 

My term expires: 10-2-2013

This instrument was prepared by:

Alivia Kassab Arabo, Esq  
The Law Offices of Kassab Arabo, PLLC  
6775 Daly Road, Suite 104  
West Bloomfield, MI 48322



No title search was performed on the subject property by the preparer. The preparer of  
this deed makes neither representation as to the status of the title nor property use or any  
zoning regulations concerning described property herein conveyed nor any matter except  
the validity of the form of this instrument. Information herein was provided to preparer by  
Special Warranty Deed - 2

**STATE OF NEVADA  
DECLARATION OF VALUE**
**1. Assessor Parcel Number(s)**

a) 7-111-45

b) \_\_\_\_\_

c) \_\_\_\_\_

d) \_\_\_\_\_

**2. Type of Property:**
a) ☐

Vacant Lot

b) ☐

Single Fam. Res.

c) ☐

Condo/Twnhse

d) ☐

2-4 Plex

e) ☐

Apt. Bldg.

f) ☐

Comm'l/Ind'l

g) ☐

Agriculture

h) ☐

Mobile Home

☐

Other \_\_\_\_\_ Converted Mobile home \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Document/Instrument #: \_\_\_\_\_

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

**3. Total Value/Sales Price of Property**

\$66,000.00

Deed in Lieu of Foreclosure Only (value of property) ( )

Transfer Tax Value:

\$66,000.00

Real Property Transfer Tax Due

\$270.60

**4. If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_

b. Explain Reason for Exemption: \_\_\_\_\_

**5. Partial Interest: Percentage being transferred: %**

The undersigned Seller (Grantor)/Buyer (Grantee), declares and acknowledges, under penalty and perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation is called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature/Grantor \_\_\_\_\_ Capacity \_\_\_\_\_

Signature/Grantee  Capacity \_\_\_\_\_
**SELLER (GRANTOR) INFORMATION**

(REQUIRED)

Print Name: The Secretary of Veterans Affairs, an officer of the United States of America, and to its successors in office

Address: 810 Vermont Ave., NW

City: Washington

State: DC Zip: 20420-0002

**BUYER (GRANTEE) INFORMATION**

(REQUIRED)

Print Name: Elizabeth C. Howard

Address: 11633 Fulkerson Road

City: Fallon

State: NV Zip: 89406

**COMPANY REQUESTING RECORDING**

Print Name: Western Nevada Title Company Escrow # 06-34461-12

Address: 2258 Reno Hwy., Suite A

City: Fallon State: NV Zip: 89406

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

## **EXHIBIT 6A**

**EXHIBIT 6A**

**KENT'S SUPPLY**  
Building • Lumber • Hardware • Feed

260 N. Maine Street • Fallon, NV 89406  
(775) 423-2126 • (Fax) 423-1038

10/01/2012  
10/01/2012  
000000

FALLON, NV 89406

10/01/12

10/01/2012

Deposit Taken 10/01/2012 E59.80  
VISA - Accts XXXXX XXXXX 6420  
HONOR/ELIZABETH C  
Approvals 185220

5/01/12

HUGHES0051

## **EXHIBIT 6B**

**EXHIBIT 6B**

**KENT'S SUPPLY**  
Building • Lumber • Hardware • Feed

260 N. Main Street • Fallon, NV 89406  
(775) 423-2126 • (Fax) 423-1038

1 1052853 10/01/12 09:52  
2  
FALLON, NV 89406  
10/01/12  
1052853  
125 Janie R.  
775-635-8453  
FALLON, NV 89406

Deborah Baker 10/01/2012 8:59:50  
VISA \*\*\*\*\*  
ROAND/ELIZABETH C  
Approved 15/5/2016

7.000

X   
AUTHORIZED CHARGE - SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF SALE

From:Kozak Law Firm

To:8827918

06/22/2016 15:38

#283 P.037/125

## **EXHIBIT 7A**

**EXHIBIT 7A**

# KENT'S SUPPLY

Since 1892  
Building • Lumber • Hardware • Feed

260 N. Maine Street • Fallon, NV 89406  
(775) 423-2126 • (Fax) 423-1038

1052852  
10/01/12  
09:52

11633 FULKERSON RD  
775-685-5524  
FALLON, NV 89405

10/01/12

1052852

DELIVERY

HOMERID, - 000000

775-685-5498

FALLON, NV 89405

105 30437 1

20	40.0	4" POSTS 7'	1.32 LB/FT	QTY	OK	QTY	DR
2	123.70	T POST CLIPS - HEAVY DUTY/2008G		QTY	OK	QTY	DR
2	1.00	47" X 320" FIELD FENCING		QTY	OK	QTY	DR
10	1.5000	5' #2 RAILROAD TIES (RED DGT)		QTY	OK	QTY	DR
1	1.00	DELIVERY CHGE - TAXABLE		QTY	OK	QTY	DR

HUGHES0050



From:Kozak Law Firm

To:8827918

06/22/2016 15:39

#283 P.039/125

## **EXHIBIT 7B**

**EXHIBIT 7B**