

Electronically Filed  
02/07/2018

*Heather L. Smith*  
CLERK OF THE COURT

Eleanor Connell Hartman Ahern Pro se  
355 West Mesquite Blvd.  
D30 #176  
Mesquite Blvd 89027  
Ph 702 346 331  
Fx 702 346 7909

Electronically Filed  
Feb 14 2018 11:15 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

DISTRICT COURT  
CLARK COUNTY NEVADA

DAVID MANN ESQ

A-14-710467-C

Plaintiff,

vs.

Notice of Appeal

ELEANOR AHERN,

Defendant

**DECISION AND ORDER – MOTION TO UNSEAL RECORDS: CRIME – FRAUD  
EXCEPTION TO ATTORNEY – CLIENT PRIVILEGE.**

THE DEFENDANT, ELEANOR CONNELL HARTMAN AHERN HEREBY APPEALS TO  
THE SUPREME COURT FROM THE **DECISION AND ORDER – MOTION TO UNSEAL  
RECORDS: CRIME – FRAUD EXCEPTION TO ATTORNEY - CLIENT PRIVILEGE**  
FILED JULY 26, 2017. SETTING FORTH WITH FINALITY THE PROVISIONS OF THE  
ORDER – MOTION PLACED AGAINST SAID DEFENDANT AS WELL AS ALL OTHER  
ORDERS MADE FINAL AND/OR THERWISE APPEALABLE BY THE FOREGOING

Dated February 7, 2018

*Eleanor Ahern pro se*  
Eleanor Ahern Pro se

CLERK OF THE COURT

[LEADING TITLE] - 1

RECEIVED

FEB 07 2018

CERTIFICATE OF SERVICE

I hereby certify that a copy of this true and correct foregoing APPEAL regarding David Mann's  
DECISION AND ORDER-MOTION TO UNSEAL RECORDS: CRIME – FRAUD EXCEPTION TO  
ATTORNEY - CLIENT PRIVILEGE is being mailed on February 7 2018 to the following address:

David Mann, Esq  
David Mann Law Firm  
3431 East Sunset Road, #302  
Las Vegas, Nevada 89120

*Eleanor Ahern Prose*  
*February 7, 2018*

1 ASTA

2  
3  
4  
5  
6 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE**  
7 **STATE OF NEVADA IN AND FOR**  
8 **THE COUNTY OF CLARK**

9 DAVID L. MANN, ESQ.,

10 Plaintiff(s),

11 vs.

12  
13 ELEANOR AHERN; SUZANNE NOUNNA aka  
14 JOY; ARIELLA NOUNNA,

15 Defendant(s),

Case No: A-14-710467-C

Dept No: XX

16  
17 **CASE APPEAL STATEMENT**

18 1. Appellant(s): Eleanor Ahern

19 2. Judge: Eric Johnson

20 3. Appellant(s): Eleanor Ahern

21 Counsel:

22 Eleanor Ahern  
23 355 West Mesquite Blvd., D30 #176  
24 Mesquite, NV 89027

25 4. Respondent (s): David L, Mann, Esq.

26 Counsel:

27 David L. Mann, Esq.  
28 7455 Arroyo Crossing Pkwy., #220

Las Vegas, NV 89113

5. Appellant(s)'s Attorney Licensed in Nevada: N/A  
Permission Granted: N/A

Respondent(s)'s Attorney Licensed in Nevada: Yes  
Permission Granted: N/A

6. Appellant Represented by Appointed Counsel In District Court: No

7. Appellant Represented by Appointed Counsel On Appeal: N/A

8. Appellant Granted Leave to Proceed in Forma Pauperis\*\*: N/A  
*\*\*Expires 1 year from date filed*  
Appellant Filed Application to Proceed in Forma Pauperis: No  
Date Application(s) filed: N/A

9. Date Commenced in District Court: December 1, 2014

10. Brief Description of the Nature of the Action: TORT - Other

Type of Judgment or Order Being Appealed: Misc. Order

11. Previous Appeal: No

Supreme Court Docket Number(s): N/A

12. Child Custody or Visitation: N/A

13. Possibility of Settlement: Unknown

Dated This 9 day of February 2018.

Steven D. Grierson, Clerk of the Court

/s/ Amanda Hampton  
Amanda Hampton, Deputy Clerk  
200 Lewis Ave  
PO Box 551601  
Las Vegas, Nevada 89155-1601  
(702) 671-0512

cc: Eleanor Ahern

DEPARTMENT 20  
**CASE SUMMARY**  
CASE NO. A-14-710467-C

David Mann, ESQ, Plaintiff(s)  
vs.  
Eleanor Ahern, Defendant(s)

§  
§  
§  
§  
§

Location: **Department 20**  
Judicial Officer: **Johnson, Eric**  
Filed on: **12/01/2014**  
Case Number History:  
Cross-Reference Case Number: **A710467**

CASE INFORMATION

**Statistical Closures**

03/07/2016      Stipulated Dismissal

Case Type: **Other Tort**

Case Flags: **Appealed to Supreme Court**  
**Jury Demand Filed**  
**Arbitration Exemption Granted**

DATE

CASE ASSIGNMENT

**Current Case Assignment**

Case Number      A-14-710467-C  
Court              Department 20  
Date Assigned     05/04/2015  
Judicial Officer   Johnson, Eric



PARTY INFORMATION

		Lead Attorneys
Plaintiff	Mann, David L, ESQ	<b>Mann, David L</b> <i>Retained</i> 702-476-9629(W)
Defendant	Ahern, Eleanor	<b>Hayes, Dale A., Sr.</b> <i>Retained</i> 7023820711(W)
	Nounna, Ariella	<b>Shapiro, James E.</b> <i>Retained</i> 702-318-5033(W)
	Nounna, Suzanne	<b>Shapiro, James E.</b> <i>Retained</i> 702-318-5033(W)
Counter Claimant	Ahern, Eleanor	<b>Hayes, Dale A., Sr.</b> <i>Retained</i> 7023820711(W)
Counter Defendant	Mann, David L, ESQ	<b>Mann, David L</b> <i>Retained</i> 702-476-9629(W)















DATE

EVENTS & ORDERS OF THE COURT




INDEX

12/01/2014	Case Opened
12/01/2014	 Filed Under Seal Filed By: Counter Defendant Mann, David L, ESQ <i>SEALED per Order 7/26/17 Complaint for Breach of Contract, Fraud, Tortious Interference with Contract, Unjust Enrichment, Conversion, and Collusion</i>
12/01/2014	 Redacted Version <i>Redacted version of Complaint per Order 7/26/17</i>

DEPARTMENT 20  
**CASE SUMMARY**  
**CASE NO. A-14-710467-C**

12/22/2014	 Order Granting Filed By: Counter Claimant Ahern, Eleanor <i>Order Granting Ex Parte Application for Order to File Motion to Seal Records and Stay Case Under Sea.</i>
12/23/2014	 Notice of Entry of Order Filed By: Counter Claimant Ahern, Eleanor <i>Notice of Entry of Order</i>
12/23/2014	 Initial Appearance Fee Disclosure Filed By: Counter Claimant Ahern, Eleanor
12/23/2014	 Filed Under Seal Filed By: Counter Claimant Ahern, Eleanor <i>Motion to Seal Records and Stay Case</i>
12/24/2014	 Notice of Hearing Filed By: Counter Claimant Ahern, Eleanor <i>Notice of Hearing</i>
01/21/2015	 Filed Under Seal Filed By: Counter Claimant Ahern, Eleanor <i>Filed Under Seal - Reply in Support of Motion to Seal Records and Stay Case</i>
01/22/2015	 Receipt of Copy Filed by: Counter Defendant Mann, David L, ESQ <i>Receipt of Copy</i>
01/26/2015	 Filed Under Seal Filed By: Counter Defendant Mann, David L, ESQ <i>SEALED per Order 07/26/17 Plaintiffs Opposition to Motion to Seal Records And Stay Case</i>
01/28/2015	 <b>Motion</b> (9:00 AM) (Judicial Officer: Thompson, Charles) <i>Defendant's Motion to Seal and Stay Case</i>
02/06/2015	 Notice Filed By: Counter Claimant Ahern, Eleanor <i>Notice of State Bar Proceedings Against Plaintiff Unsealed per order 7/26/17</i>
02/10/2015	 Transcript of Proceedings <i>Recorder's Transcript of Defendant's Motion to Seal Records and Stay Case Unsealed per order 7/26/17</i>
02/18/2015	 Order Filed By: Counter Claimant Ahern, Eleanor <i>Order Partially Granting Motion to Seal Records and Stay Case</i>
02/18/2015	 Notice of Entry of Order Filed By: Counter Claimant Ahern, Eleanor <i>Notice of Entry of Order</i>
03/10/2015	 Filed Under Seal Filed By: Counter Defendant Mann, David L, ESQ

DEPARTMENT 20  
**CASE SUMMARY**  
**CASE NO. A-14-710467-C**

03/16/2015	 Certificate of Mailing Filed By: Counter Defendant Mann, David L, ESQ <i>Certificate of Mailing</i>
03/19/2015	 Motion Filed By: Counter Defendant Mann, David L, ESQ <i>Motion to Deem Service Effectuated for Defendant, Eleanor Ahern, and for Enlargement of Time in Which to Effectuate Service of Process Upon Other Defendants Unsealed per order 7/26/17</i>
03/23/2015	 Ex Parte Application Party: Counter Defendant Mann, David L, ESQ <i>Ex Parte Application for an Order Shortening Time</i>
03/24/2015	 Certificate of Mailing Filed By: Counter Defendant Mann, David L, ESQ <i>Certificate of Mailing</i>
03/24/2015	 Certificate of Mailing Filed By: Counter Defendant Mann, David L, ESQ <i>Certificate of Mailing</i>
03/26/2015	 Order Filed By: Counter Defendant Mann, David L, ESQ <i>Order Shortening Time Unsealed per order 7/26/17</i>
03/27/2015	 Filed Under Seal Filed By: Counter Claimant Ahern, Eleanor <i>Opposition to Motion for Rull 11 Sanctions</i>
03/30/2015	 Opposition Filed By: Counter Claimant Ahern, Eleanor <i>Opposition to Plaintiff's Motion to Deem Service Effectuated for Defendant, Eleanor Ahern, And for Enlargement of Time in Which to Effectuate Service of Process Upon Other Defendants. Unsealed per order 7/26/17</i>
04/01/2015	 <b>Motion</b> (9:00 AM) (Judicial Officer: Thompson, Charles) <i>Plaintiff's Motion to Deem Service Effectuated for Defendant, Eleanor Ahern, and for Enlargement of Time in Which to Effectuate Service of Process Upon Other Defendants on Order Shortening Time</i>
04/15/2015	 <b>Motion for Sanctions</b> (9:00 AM) (Judicial Officer: Johnson, Eric) <b>04/15/2015, 05/06/2015</b> Events: 03/10/2015 Filed Under Seal <i>Plaintiff's Motion for Rule 11 Sanctions</i>
04/15/2015	 Filed Under Seal Filed By: Counter Defendant Mann, David L, ESQ <i>SEALED per Order 7/26/17 Reply to Opposition to Motion for Rule 11 Sanctions</i>
04/22/2015	<b>CANCELED Motion</b> (9:00 AM) (Judicial Officer: Thompson, Charles) <i>Vacated - per OST</i> <i>Motion to Deem Service Effectuated for Defendant, Eleanor Ahern, and for Enlargement of Time in Which to Effectuate Service of Process Upon Other Defendants</i>

DEPARTMENT 20  
**CASE SUMMARY**  
**CASE NO. A-14-710467-C**







04/23/2015	 Certificate of Mailing Filed By: Counter Defendant Mann, David L, ESQ <i>Certificate of Mailing</i>
04/23/2015	 Errata <i>Errata to Opposition to Motion for Rule 11 Sanctions Unsealed per order 7/26/17</i>
05/01/2015	 Filed Under Seal Filed By: Counter Defendant Mann, David L, ESQ <i>SEALED per Order 7/26/17 Palintiff's Supplement to Reply to Opposition to Motion for Rule 11 Sanctions</i>
05/04/2015	 Certificate of Service Filed by: Counter Defendant Mann, David L, ESQ <i>Certificate of Service</i>
05/04/2015	Case Reassigned to Department 20 <i>Case reassigned from Judge Jerome Tao Dept 20</i>
05/29/2015	 Order Filed By: Counter Defendant Mann, David L, ESQ <i>Order</i>
06/19/2015	 Affidavit of Due Diligence Filed By: Counter Defendant Mann, David L, ESQ
06/19/2015	 Declaration Filed By: Counter Defendant Mann, David L, ESQ <i>Declaration in Support of Service by Publication- Ariella Nounna</i>
06/19/2015	 Affidavit of Due Diligence Filed By: Counter Defendant Mann, David L, ESQ
06/19/2015	 Declaration Filed By: Counter Defendant Mann, David L, ESQ <i>Declaration in Support of Service by Publication- Eleanor Ahern</i>
06/19/2015	 Affidavit of Due Diligence Filed By: Counter Defendant Mann, David L, ESQ
06/19/2015	 Declaration Filed By: Counter Defendant Mann, David L, ESQ <i>Declaration in Support of Service by Publication- Suzanne Nounna</i>
06/25/2015	 Order Denying Motion Filed By: Counter Claimant Ahern, Eleanor <i>Order Denying Plaintiff's Motion for Rule 11 Sanctions</i>
06/29/2015	 Notice of Entry of Order <i>Notice of Entry of Order Unsealed per order 7/26/17</i>
07/02/2015	 Notice of Entry of Order















DEPARTMENT 20  
**CASE SUMMARY**  
**CASE NO. A-14-710467-C**

07/09/2015	 Order for Service by Publication Filed By: Counter Defendant Mann, David L, ESQ <i>Order for Service by Publication of Complaint and Summons</i>
07/15/2015	 Ex Parte Motion for Enlargement of Time Filed By: Counter Defendant Mann, David L, ESQ <i>Ex Parte Motion to Extend Time to Serve</i>
07/28/2015	 Notice of Association of Counsel Filed By: Counter Claimant Ahern, Eleanor
07/28/2015	 Opposition Filed By: Counter Claimant Ahern, Eleanor <i>Opposition to Plaintiff's Ex Parte Motion to Extend Time to Serve</i>
07/30/2015	 Substitution of Attorney <i>Defendant's Eleanor Ahern's Substitution of Counsel Unsealed per order 7/26/17</i>
08/05/2015	 Affidavit of Publication of Summons Filed By: Counter Defendant Mann, David L, ESQ <i>Affidavit of Publication of Summons</i>
08/06/2015	 Order Granting Motion Filed By: Counter Defendant Mann, David L, ESQ <i>Order Granting Ex Parte Motion to Extend Time to Serve</i>
08/24/2015	 Affidavit of Publication Filed By: Counter Defendant Mann, David L, ESQ <i>Affidavit of Publication</i>
08/24/2015	 Answer and Counterclaim <i>Eleonor Ahern's Answer and Counterclaim</i>
08/24/2015	 Answer <i>Suzanne Nounna and Ariella Nounna's Answer</i>
08/24/2015	 Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure</i>
09/02/2015	 Reply to Counterclaim Filed by: Counter Defendant Mann, David L, ESQ <i>Reply to Counterclaim</i>
09/18/2015	 Three Day Notice of Intent to Default Filed by: Counter Claimant Ahern, Eleanor <i>Three-Day Notice of Intent to Take Default</i>
09/23/2015	 Commissioners Decision on Request for Exemption - Granted <i>Commissioner's Decision on Request for Exemption</i>
09/23/2015	 Notice of Entry of Order <i>Notice of Entry of Order Granting Ex Parte Motion to Extend Time to Serve</i>

DEPARTMENT 20  
**CASE SUMMARY**  
**CASE NO. A-14-710467-C**

09/29/2015	 Motion Filed By: Counter Claimant Ahern, Eleanor <i>Motion to Unseal Records</i>
09/30/2015	 Certificate of Service Filed by: Attorney Hayes, Dale A., Sr. <i>Certificate of Service</i>
10/12/2015	 Motion <i>Plaintiff's Non-Opposition to Motion to Unseal Records and Correction of Record</i>
10/14/2015	 Opposition Filed By: Counter Claimant Ahern, Eleanor <i>Opposition to Motion to Unseal Records Unsealed per order 7/26/17</i>
10/16/2015	 Reply in Support Filed By: Other Waid, Frederick P <i>Reply in Support of Motion to Unseal Records</i>
10/28/2015	 Certificate of Service Filed by: Counter Defendant Mann, David L, ESQ <i>Certificate of Service</i>
10/28/2015	 Demand for Jury Trial Filed By: Counter Claimant Ahern, Eleanor; Defendant Nounna, Suzanne; Defendant Nounna, Ariella
11/03/2015	 Application <i>Application for Order to Show Cause Why David L. Mann, Frederick P. Waid, and/or Todd L. Moody Esq. Should not be Held in Contempt for Violating an Order of the Court</i>
11/04/2015	 <b>Motion</b> (8:30 AM) (Judicial Officer: Johnson, Eric) <b>11/04/2015, 01/06/2016, 01/25/2016, 01/27/2016, 02/24/2016</b> Events: 09/29/2015 Motion <i>Frederick P. Waid's Motion to Unseal Records</i>
11/18/2015	 Supplemental <i>Supplemental Opposition to Motion to Unseal Records</i>
12/17/2015	 Order <i>Interim Order Re: Motion to Unseal Records</i>
12/17/2015	 Response Filed by: Other Waid, Frederick P <i>Response to Supplemental Opposition to Motion to Unseal Records</i>
01/26/2016	 Response Filed by: Other Waid, Frederick P <i>Response to Defendant's Privilege Log</i>
02/08/2016	 Supplemental Filed by: Counter Claimant Ahern, Eleanor <i>Supplemental Brief in Support of Opposition to Motion to Unseal Records</i>

DEPARTMENT 20  
**CASE SUMMARY**  
**CASE NO. A-14-710467-C**

02/09/2016	 Order Filed By: Counter Claimant Ahern, Eleanor <i>Second Interim Order Re: Motion to Unseal Records</i>
02/09/2016	 Notice of Entry of Order Filed By: Counter Claimant Ahern, Eleanor <i>Notice of Entry of Second Interim Order Re: Motion to Unseal Records</i>
02/24/2016	<b>CANCELED Motion to Withdraw as Counsel</b> (8:30 AM) (Judicial Officer: Johnson, Eric) <i>Vacated - per Law Clerk</i> <i>Motion to WD As Counsel for Defendant/Counterclaimant Eleanor Ahern, and Defendants Suzanne Nounna and Ariella Nounna, on OST</i>
03/07/2016	 Stipulation and Order for Dismissal With Prejudice Filed By: Attorney Mann, David L
03/07/2016	 Notice of Entry of Stipulation and Order Filed By: Attorney Mann, David L <i>Notice of Entry of Stipulation and Order to dsimiss with Prejudice</i>
03/23/2016	Supplemental <i>Trustee's Supplemental Brief Re: Crime-Fraud Exception to Attorney- Client Privilege Unsealed per order 7/26/17</i>
04/06/2016	 Response Filed by: Attorney Shapiro, James E. <i>Response to Trustee's Supplemental Brief RE: Crime-Fraud Exception to Attorney-Client Privilege Unsealed per order 7/26/17</i>
04/13/2016	 Reply <i>Trustee's Reply in Support of Supplemental Brief Re: Crime-Fraud Exception to Attorney-Client Privilege Unsealed per order 7/26/17</i>
04/18/2016	 Response <i>Response to Trustee's Reply In Support of Supplemental Brief RE: Crime-Fraud Exception to Attorney-Client Privilege Unsealed per order 7/26/17</i>
04/20/2016	 <b>Motion</b> (8:30 AM) (Judicial Officer: Johnson, Eric) <i>Frederick P. Waid's Motion to Unseal Records.</i>
05/23/2016	 Supplemental Filed by: Attorney Shapiro, James E. <i>Supplemental Brief in Support of Opposition to Motion to Unseal Records Unsealed per order 7/26/17</i>
06/10/2016	 Response Filed by: Other Waid, Frederick P <i>Response to Defendant's Supplemental Brief in Support of Opposition to Motion to Unseal Records and Request to Strike Unsealed per order 7/26/17</i>
06/20/2016	 Stipulation <i>Stipulation an Order to Seal Pleadings Unsealed per order 7/26/17</i>
06/20/2016	 Notice of Entry of Stipulation and Order <i>Notice of Entry of Stipulation and Order to Seal Pleadings</i>

DEPARTMENT 20  
**CASE SUMMARY**  
**CASE NO. A-14-710467-C**

07/26/2017



Order

*Decision and Order -- Motion to Unseal Records: Crime-Fraud Exception to Attorney-Client Privilege*

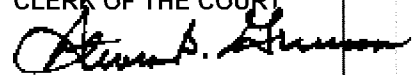
02/07/2018



Notice of Appeal

Filed By: Counter Claimant Ahern, Eleanor

*Notice of Appeal Decision and Order- Motion to Unseal Records: Crime- Fraud Exception to Attorney- Client Privilege.*



1 ORDR

2 EIGHTH JUDICIAL DISTRICT COURT

3 CLARK COUNTY, NEVADA

4 DAVID MANN, ESQ.,

Case No. A-14-710467-C

5 Plaintiff,

Dept. No. XX

6 vs.

7 ELEANOR AHERN; SUZANNE NOUNNA  
8 aka "JOY"; ARIELLE NOUNNA; PEGGY  
"DOE"; AND JOHN AND JANE DOES 1-100,

9 Defendants.

10 **DECISION AND ORDER--MOTION TO UNSEAL RECORDS: CRIME-FRAUD**  
11 **EXCEPTION TO ATTORNEY-CLIENT PRIVILEGE**

12 **INTRODUCTION**

13 THIS MATTER came before the Court regarding Court appointed Trustee Frederick Waid's  
14 ("Mr. Waid") Motion to Unseal Records: Crime-Fraud Exception to Attorney-Client Privilege.  
15 Following numerous hearings and supplemental briefing, this Court took the matter under  
16 advisement.

17 **FACTUAL SUMMARY**

18 There are two lawsuits relevant here. The underlying dispute arises from the W.N. Connell  
19 and Marjorie T. Connell Living Trust ("MTC Living Trust"), funded with, among other things, real  
20 property and oil, gas, and mineral rights located in Texas. After the deaths of W.N. Connell and  
21 Marjorie T. Connell, the income from the Texas oil property was to be split 35% to their daughter,  
22 Defendant Eleanor Ahern, ("Ms. Ahern") and 65% to their granddaughters, Jacqueline Montoya and  
23 Kathryn Bouvier. Shortly thereafter, a dispute arose regarding the distribution of the income from  
24

1 the Texas property, resulting in trust litigation in front of Judge Gloria Sturman.<sup>1</sup> Ms. Ahern, as  
2 Trustee, stopped distributions and asserted she was entitled to 100% of the income. David Mann,  
3 Esq. ("Mr. Mann") represented Ms. Ahern during these proceedings. Judge Sturman ordered Ms.  
4 Ahern to hold 65% of the Texas royalties, in trust, pending the final resolution of the matter. Judge  
5 Sturman ultimately granted Summary Judgment, holding 65% of the Texas property to belong to the  
6 MTC Living Trust. Judge Sturman further removed Ms. Ahern from her position as Trustee for  
7 breach of her fiduciary duties and appointed Mr. Waid.

8 On December 1, 2014, Mr. Mann filed the Complaint in this case against Ms. Ahern,  
9 Suzanne Nounna, and Ariella Nounna for Breach of Contract, Fraud, Tortious Interference with  
10 Contract, Unjust Enrichment, Conversion, and Collusion. Mr. Mann represented Ms. Ahern  
11 between October 24, 2014 and December 9, 2014, and was paid \$135,000.00 for his services. Mr.  
12 Mann claims there is a remaining balance due in the amount of \$28,987.50 which Ms. Ahern failed  
13 to pay. On December 23, 2014, a Motion to Seal Records and Stay Case was filed by Ms. Ahern's  
14 previous counsel.<sup>2</sup> The Motion to Seal Records argued sealing of the case was necessary to preserve  
15 all attorney-client privileges between Ms. Ahern and Mr. Mann during the underlying trust litigation.  
16 On February 18, 2015, an Order was entered granting the Motion to Seal pursuant to S.C.R. 3.4,  
17 concluding the sealing was justified by Ms. Ahern's compelling privacy interests, outweighing any  
18 public interest in accessing the court record. The Order, however, denied the Motion to Stay Case.

19 In an effort to fulfill his duties as Trustee,<sup>3</sup> Mr. Waid served Mr. Mann with a *subpoena*  
20 *duces tecum* to produce financial records relating to Ms. Ahern's activity, either as Trustee or  
21 individually, with the MTC Living Trust. On September 29, 2015, Mr. Waid filed the instant  
22

---

23 <sup>1</sup> Case No. P-09-066425-T.

24 <sup>2</sup> Ms. Ahern was previously represented by Marquis Aurbach Coffing. A substitution of Counsel was filed On July 30, 2015.

<sup>3</sup> Judge Sturman ordered Mr. Waid to account for Trust expenditures, including the \$135,000.00 of Trust funds paid to Mr. Mann for services as Ms. Ahern's attorney.

1 Motion to Unseal Records in this case, requesting the entire court file be released to him for the  
2 purpose of determining whether Mr. Mann's work was done for the benefit of the Trust. At the first  
3 hearing in this matter, this Court ordered Mr. Mann to provide a complete copy of all billing  
4 statements and invoices containing a description of the work performed for Ms. Ahern from October  
5 1, 2014 to present. The Court gave Counsel for Ms. Ahern an opportunity to propound any  
6 objections and/or privilege logs relating to the documents. Supplemental briefing was filed  
7 surrounding the issue of whether the fiduciary exception to the attorney-client privilege is applicable  
8 to the instant proceedings, indicating Ms. Ahern had waived the privilege.

9 At a later hearing, this Court ordered Mr. Mann to provide to chambers for an *in camera*  
10 review all unredacted billing records from the time of his representation of Ms. Ahern. The Court  
11 further ordered the case file partially unsealed to Mr. Waid but not to the public, with certain  
12 documents remaining under seal pending further order of the Court.<sup>4</sup> At a subsequent hearing,  
13 Counsel for Mr. Waid argued, for the first time, the crime-fraud exception to the attorney-client  
14 privilege applies in this case, thus negating the attorney-client privilege. This Court ordered further  
15 briefing on the issue. The parties later entered a stipulation agreeing certain documents remain  
16 sealed as to Mr. Waid and the public pending further order of the Court.<sup>5</sup>

### 17 DISCUSSION

18 A Court may order the court files and records in a civil action to be sealed if the Court finds  
19 the sealing is justified or required by a compelling circumstance. Nev. Sup. Ct. R. RECORDS

20 \_\_\_\_\_  
21 <sup>4</sup> These documents remaining under seal included the following: (1) Complaint dated December 1, 2014; (2) Motion to  
22 Seal Records and Stay Case dated December 23, 2014; (3) Reply in Support of Motion to Seal Records and Stay Case  
23 dated January 21, 2015; (4) Plaintiff's Opposition to Motion to Seal Records and Stay Case dated January 26, 2015; (5)  
24 Recorder's Transcript dated February 10, 2015; (6) Plaintiff's Motion for Rule 11 Sanctions dated March 10, 2015; (7)  
Opposition to Motion for Rule 11 Sanctions dated March 27, 2015; (8) Court Minutes dated April 15, 2015; (9) Reply to  
Opposition to Motion for Rule 11 Sanctions dated April 15, 2015; (10) Plaintiff's Supplement to Reply to Opposition to  
Motion for Rule 11 Sanctions dated May 1, 2015; (11) Eleanor Ahern's Answer and Counterclaim dated August 24,  
2015; and (12) Suzanne Nounna and Ariella Nounna's Answer dated August 24, 2015.

<sup>5</sup> The parties stipulated to have the Court remain sealed the Trustee's Supplemental Brief Re: Crime-Fraud Exception to  
Attorney-Client Privilege filed on March 23, 2016 and the Trustee's Reply in Support of Supplemental Brief Re: Crime-  
Fraud Exception to Attorney-Client Privilege filed on April 13, 2016.

1 3.4(h). A named party or “another person” may file a motion to unseal a court record. Nev. Sup. Ct.  
2 R. RECORDS 4.2.

3 **A. Crime-Fraud Exception**

4 The attorney-client privilege protects clients from being compelled to disclose confidential  
5 communications between themselves and their attorney. *See* NRS 49.095. The purpose of the  
6 privilege is to encourage open communication between attorneys and their clients. *United States v.*  
7 *Zolin*, 491 U.S. 554, 562 (1989). The attorney-client privilege has been recognized as “the oldest of  
8 the privileges for confidential communications known to the common law.” *Upjohn Co. v. United*  
9 *States*, 449 U.S. 383, 389 (1981). The crime-fraud exception exists “if the services of the lawyer  
10 were sought or obtained to enable or aid anyone to commit or plan to commit what the client knew  
11 or reasonably should have known to be a crime or fraud.” NRS 49.115(1). Under this exception, a  
12 client may not assert the attorney-client privilege for communications made to their attorney for the  
13 purposes of using the attorney to commit a fraud or other crime. *Sloan v. State Bar of Nevada*, 102  
14 Nev. 436, 442, 726 P.2d 330, 334 (Nev. 1986).

15 The Nevada Supreme Court has yet to specifically address the crime-fraud exception to the  
16 attorney-client privilege; thus, this Court looks to federal case law for guidance. A party seeking to  
17 invoke the crime-fraud exception must satisfy a two-part test. First, the party must show: “the client  
18 was engaged in or planning a criminal or fraudulent scheme when it sought the advice of counsel to  
19 further the scheme.” *In re Grand Jury Proceedings*, 87 F.3d 377, 381 (9th Cir. 1996). Next, the  
20 attorney-client communications for which production is sought must be sufficiently related to the  
21 ongoing crime and made in furtherance of the illegality. *Id.* at 382. The attorney need not be aware  
22 of the client’s plan or participate in the illegal activity for this exception to apply. *Id.* This exception  
23 does not apply to communications concerning crimes or frauds which occurred in the past. *Zolin*,  
24 491 U.S. at 562.



1 A Court need only find “reasonable cause to believe” the attorney’s services were “utilized ...  
2 in furtherance of the ongoing unlawful scheme.” *In re Grand Jury Proceedings*, 867 F.2d at 541.  
3 The party seeking to invoke the crime-fraud exception must raise more than a mere suspicion of  
4 illegal activity. *United States v. Martin*, 278 F.3d 988, 1001 (9th Cir. 2002). In this context,  
5 reasonable cause is “more than suspicion but less than a preponderance of the evidence.” *United*  
6 *States v. Chen*, 99 F.3d 1495, 1503 (9th Cir. 1996). Finally, the attorney himself need not be aware  
7 of the illegal activity; it is enough the communication furthered or was intended by the client to  
8 further the illegality. *In re Grand Jury Proceedings*, 867 F.2d at 381.

9 1. Client Engaged in Fraud

10 Mr. Waid alleges there is sufficient evidence Ms. Ahern was engaged in fraudulent activity.  
11 Mr. Waid points out that beginning in 2009 (following the death of Ms. Ahern’s mother) Suzanne  
12 Nounna and Ms. Ahern allegedly engaged in erratic behavior together. This erratic behavior  
13 included Ms. Ahern regularly withdrawing exceedingly large amounts of funds from the Trust  
14 account. Mr. Waid further alleges his investigation in the underlying Trust matter revealed Ms.  
15 Ahern used Trust funds to pay \$370,000.00 between November 16, 2013 and July 21, 2014 to “Real  
16 Estate Services,” a company connected with Suzanne Nounna, and the sum of \$27,845.97 on  
17 September 11, 2012 to “The Ellie Ahern Foundation,” for which Suzanne Nounna was the registered  
18 agent.

19 Based on the totality of the circumstances, this Court finds Ms. Ahern’s actions demonstrate  
20 skeptical, if not fraudulent, conduct. Ms. Ahern’s conduct has raised more than a suspicion of illegal  
21 activity. *Martin*, 278 F.3d at 988. Thus, based on the facts alleged, Ms. Ahern was engaged in a  
22 fraudulent scheme—likely with Suzanne Nounna—before and during the time she sought the advice  
23 of Mr. Mann.

1           2. Furtherance of the Fraud

2           Whether it can be shown Ms. Ahern's or Suzanne Nounna's attorney-client communications  
3 were sought in furtherance of the fraud is critical to the crime-fraud analysis. Mr. Waid alleges Ms.  
4 Ahern sought Mr. Mann's services in order to continue the alleged fraud she was conducting with  
5 Suzanne Nounna—withdrawing large sums of money from the Trust for her own personal benefit.

6           Since Mr. Mann's representation of Ms. Ahern was a limited period of time—October 24,  
7 2014 to December 9, 2014—the Court's inquiry is focused primarily on this time frame. Between  
8 October 24, 2014 and December 3, 2014, Ms. Ahern allegedly withdrew over \$350,000.00 from the  
9 Trust account.<sup>6</sup> Throughout his briefs, Mr. Waid gives numerous other examples of supposed  
10 fraudulent activity, including thirty-one (31) withdrawals made on October 14, 2014 and another  
11 \$700,000.00 between December 12, 2014 and December 31, 2014. However, these events occurred  
12 either before or after Mr. Mann's representation of Ms. Ahern. Because the crime-fraud exception  
13 does not apply to communications concerning crimes or fraud which occurred in the past, this Court  
14 cannot consider events such as the October 14, 2014 withdrawals which occurred before October 24,  
15 2014. *Zolin*, 491 U.S. at 554. Withdrawals after December 9, 2014, may be considered only if some  
16 evidence strongly suggests Ms. Ahern and Suzanne Nounna sought Mr. Mann's earlier advice to  
17 make these arguably fraudulent withdrawals.

18           When focusing on the withdrawals/charges during the narrow time frame of Mr. Mann's  
19 representation, the Court notes the total amount of withdrawals is approximately \$60,000.00. Some  
20 of these withdrawals were relatively small in amount, suggesting routine payments made on behalf  
21 of and for the benefit of the Trust. Moreover, this figure is negligible in relation to the overall  
22 amount withdrawn by Ms. Ahern over the course of her role as Trustee. Consequently, there is no

23 \_\_\_\_\_  
24 <sup>6</sup> The bank withdrawal statements Mr. Waid attaches to the Reply in Support of Supplemental Brief Re: Crime-Fraud  
Exception to Attorney-Client Privilege (filed April 13, 2016) in support of this argument only amount to roughly  
\$117,000.00. Nonetheless, despite the discrepancy in amounts, the Court will consider either number a significant  
amount.

1 “reasonable cause to believe” Mr. Mann’s services were utilized in furtherance of Ms. Ahern’s  
2 supposed unlawful scheme. An *in camera* review of Mr. Mann’s billing records and  
3 communications with Ms. Ahern does not reveal a sufficient relation between Mr. Mann’s work and  
4 the alleged fraudulent transfers or steps Ms. Ahern or Suzanne Nounna used Mr. Mann to take in  
5 furtherance of an illegality. The bank records and statements provided by Mr. Waid during the time  
6 of Mr. Mann’s representation do not show a relation to Ms. Ahern’s illegal activity, let alone an  
7 advancement of that illegal activity.

8 Based on *in camera* review of Mr. Mann’s billing records, the pleadings filed, and oral  
9 arguments by counsel, this Court finds Mr. Waid has not made a prima facie case for the application  
10 of the crime-fraud exception, and thus, he has failed to overcome Ms. Ahern’s attorney-client  
11 privilege. While there is a possibility Ms. Ahern may have been involved in fraudulent activity  
12 when seeking the advice of Mr. Mann, there is insufficient evidence to demonstrate a connection  
13 between the advice sought and a furtherance of illegal activity. Mr. Waid’s Motion to Unseal  
14 Records based on the crime-fraud exception to the attorney-client privilege is DENIED.

15 **B. Trustee’s General Motion to Unseal Case File Concerning Fee Dispute**

16 The Court considers Mr. Waid’s Motion to Unseal the case file. Mr. Waid contends the case  
17 should be considered a public record and not protected as either privileged attorney-client  
18 communications or confidential client information. Ms. Ahern argues the following documents in  
19 the Court’s file should remain under seal, claiming the documents contain privileged or confidential  
20 information protected by either the attorney-client privilege or the duty of the attorney to protect  
21 confidential information of the client:

- 22 1. Complaint dated December 1, 2014;
- 23 2. Motion to Seal Records and Stay Case dated December 23, 2014;
- 24 3. Reply in support of Motion to Seal Records and Stay Case dated January 21, 2015;

4. Plaintiff's Opposition to Motion to Seal Records and Stay Case dated January 26, 2015;
5. Recorder's Transcript dated February 10, 2015;
6. Plaintiff's Motion for Rule 11 Sanctions dated March 10, 2015;
7. Opposition to Motion for Rule 11 Sanctions dated March 27, 2015;
8. Court Minutes dated April 15, 2015;
9. Reply to Opposition to Motion for Rule 11 Sanctions dated April 15, 2015;
10. Plaintiff's Supplement to Reply to Opposition to Motion for Rule 11 Sanctions dated May 1, 2015;
11. Eleanor Ahern's Answer and Counterclaim dated August 24, 2015;
12. Suzanne Nounna and Ariella Nounna's Answer dated August 24, 2015;

Nevada Revised Statute 49.095 provides"

A client has a privilege to refuse to disclose, and to prevent any other person from disclosing, confidential communications:

1. Between the client or the client's representative and the client's lawyer or the representative of the client's lawyer.
2. Between the client's lawyer and the lawyer's representative.
3. Made for the purpose of facilitating the rendition of professional legal services to the client, by the client or the client's lawyer to a lawyer representing another in a matter of common interest.

Fee information, however, is ordinarily not privileged. *United States v. Perry*, 857 F.2d 1346, 1349 n.4 (9th Cir. 1988) (citing *In Re Osterhoudt*, 722 F.2d 591, 593 (9th Cir.1983)). Since the early days of Nevada as a state, the Nevada Supreme Court has recognized that an attorney who sues his client to recover his fees may testify to facts obtained while acting as counsel for his client to the extent necessary to establish his claim. *Mitchell v. Bromberger*, 2 Nev. 345 (1866). "In the absence of unusual circumstances, the fact of a retainer, the identity of the client, the conditions of employment and the amount of the fee and who paid it do not come within the privilege of attorney-client relationship." *In re Michaelson*, 511 F.2d 882, 888 (9th Cir. 1975) (quoting *In re Semel*, 411 F.2d 195 at 197 (3rd Cir. 1969)). Because Courts have the inherent power to regulate the bar, they

1 “have the right to inquire into fee arrangements both to protect the client from excessive fees and to  
2 assist an attorney in collection of his fee.” *In re Michaelson*, 511 F.2d at 888. Under Nevada Rule of  
3 Professional Conduct (“NPC”) 1.6, protecting disclosure of information relating to the  
4 representation of a client also recognizes this strong policy reason to allow attorneys to make limited  
5 disclosure of confidential information when suing a client for a fee. NPC 1.6 provides in pertinent  
6 part:

7 (b) A lawyer may reveal information relating to the representation of a client to  
8 the extent the lawyer reasonably believes necessary:

9 ...

10 (5) To establish a claim or defense on behalf of the lawyer in a controversy  
11 between the lawyer and the client, to establish a defense to a criminal charge or  
12 civil claim against the lawyer based upon conduct in which the client was  
13 involved, or to respond to allegations in any proceeding concerning the lawyer's  
14 representation of the client . . . .

15 Consequently, plaintiff may disclose, in the course of litigation, what may be considered confidential  
16 communications or information of a client to establish a claim against a client for payment of fees.

17 Defendants contend that even if Mr. Mann’s communications with them may be revealed in  
18 the course of litigation over their fee dispute, the documents in the Court’s case file should continue  
19 to be sealed to maintain the values of attorney-client privilege and confidentiality of the attorney-  
20 client relation. Nothing by statute or rule suggests information disclosed during the course of  
21 litigation between an attorney and a client in a fee dispute should be sealed and shielded from public  
22 scrutiny. Indeed, the Nevada Supreme Court Rules (SCR) governing sealing of files discourages  
23 and largely precludes the sealing of records except when necessary to serve an important interest.

24 SCR 3 provides in relevant part:

The court may order the court files and records, or any part thereof, in a civil  
action to be sealed or redacted, provided the court makes and enters written  
findings that the specific sealing or redaction is justified by identified compelling  
privacy or safety interests that outweigh the public interest in access to the court  
record. The parties' agreement alone does not constitute a sufficient basis for the

1 court to seal or redact court records. The public interest in privacy or safety  
2 interests that outweigh the public interest in open court records include findings  
that:

- 3 (a) The sealing or redaction is permitted or required by federal or state law; ... or  
4 (h) The sealing or redaction is justified or required by another identified compelling  
circumstance.

5 SCR 3(4). In the instant case, any information concerning fee arrangements Mr. Mann needs to  
6 establish his claim against Ms. Ahern is not privileged and neither state statute nor ethics rule  
7 precludes its disclosure or requires its sealing. Even when sealing of information in a document is  
8 appropriate, the high Court's rules discourage sealing of the whole document, providing a "court  
9 record shall not be sealed under these rules when a reasonable redaction will adequately resolve the  
10 issues before the court under subsection 4 above." SCR 3(5)(b). The previous order of this Court  
11 entered under a previous Judge sealing the entire file for the case was improper as the high Court's  
12 rules state "[u]nder no circumstances shall the court seal an entire court file. An order entered under  
13 these rules must, at a minimum, require that the following information is available for public  
14 viewing on court indices: (i) the case number(s) or docket code(s) or number(s); (ii) the date that the  
15 action was commenced; (iii) the names of the parties, counsel of record, and the assigned judge; (iv)  
16 the notation "case sealed;" (v) the case type and cause(s) of action, which may be obtained from the  
17 Civil Cover Sheet; (vi) the order to seal and written findings supporting the order; and (vii) the  
18 identity of the party or other person who filed the motion to seal." SCR 3(5)(c).

19 This Court has reviewed the documents Defendants request to remain under seal. Based on  
20 this review, the Court orders the following information be available for public viewing on the court  
21 indices: (i) the case number(s) or docket code(s) or number(s); (ii) the date that the action was  
22 commenced; (iii) the names of the parties, counsel of record, and the assigned judge; (iv) the  
23 notation "case sealed;" (v) the case type and cause(s) of action, which may be obtained from the  
24 Civil Cover Sheet; (vi) the order to seal and written findings supporting the order; and (vii) the

1 identity of the party or other person who filed the motion to seal. Of the documents Plaintiff seeks  
2 to remain under seal, the Court Orders unsealed:

- 3 1. Recorder's Transcript dated February 10, 2015
- 4 2. Eleanor Ahern's Answer and Counterclaim dated August 24, 2015
- 5 3. Suzanne Nounna and Ariella Nounna's Answer dated August 24, 2015

6 The Court finds Mr. Mann revealed the information in these documents to establish claims  
7 over a fee between Mr. Mann and Defendants and the information is not protected by the attorney-  
8 client privilege or ethical obligations to maintain confidentiality of client information. Specifically,  
9 the Court finds these documents do not include information not relevant to Plaintiff's claim. The  
10 Court orders Plaintiff's original Complaint dated December 1, 2014, to remain under seal, but files  
11 and unseals a redacted complaint. This redacted complaint excludes information the Court finds  
12 possibly privileged as outside the scope of Plaintiff's fee arrangement with Defendants and arguably  
13 not needed for Plaintiff to litigate his claim. The remainder of the documents on Defendant's list  
14 concern motions and oppositions for sealing the case file and for Rule 11 sanctions relating to the  
15 motions and oppositions for sealing. These documents in large part because of their nature as to the  
16 relief sought arguably contain information beyond what Plaintiff may have needed to establish his  
17 fee claims. After its review, the Court is concerned the documents contain information that may be  
18 privileged and outside the scope of the fee arrangement and confidential information not necessary  
19 for litigating of Plaintiff's claim. The Court has considered attempting to redact the documents, but  
20 again because of the nature of the documents and the information provided, the Court finds  
21 compelling circumstances to seal the documents and concludes a reasonable redaction of the  
22 documents is not possible to adequately resolve the issues of privileged and confidential  
23 communications.  
24

**CONCLUSION**


Based on the foregoing, IT IS ORDERED the following information be available for public viewing on the Court indices: (i) the case number(s) or docket code(s) or number(s); (ii) the date that the action was commenced; (iii) the names of the parties, counsel of record, and the assigned judge; (iv) the notation "case sealed"; (v) the case type and cause(s) of action, which may be obtained from the Civil Cover Sheet; (vi) the order to seal and written findings supporting the order; and (vii) the identity of the party or other person who filed the Motion to Seal;

IT IS FURTHER ORDERED all documents filed in *Mann v. Ahern, et al.*, A-14-710467-C shall be unsealed except for:

1. Complaint dated December 1, 2014;
2. Motion to Seal Records and Stay Case dated December 23, 2014;
3. Reply in support of Motion to Seal Records and Stay Case dated January 21, 2015;
4. Plaintiff's Opposition to Motion to Seal Records and Stay Case dated January 26, 2015;
5. Plaintiff's Motion for Rule 11 Sanctions dated March 10, 2015;
6. Opposition to Motion for Rule 11 Sanctions dated March 27, 2015;
7. Reply to Opposition to Motion for Rule 11 Sanctions dated April 15, 2015;
8. Plaintiff's Supplement to Reply to Opposition to Motion for Rule 11 Sanctions dated May 1, 2015;

A redacted version of Plaintiff's original Complaint dated December 1, 2014, attached hereto as Exhibit A will be included in the file and unsealed.

DATED this 20 day of July, 2017.

  
\_\_\_\_\_  
ERIC JOHNSON  
DISTRICT COURT JUDGE



# EXHIBIT A

\$270.00 CHECK# CA  
CLERK

1 **COMP**  
2 DAVID L. MANN, ESQ.  
3 Nevada Bar No. 11194  
4 624 S. 10<sup>th</sup> St.  
5 Las Vegas, NV 89101  
6 (702) 476-9629  
7 *Plaintiff*

8  
9  
10 **EIGHTH JUDICIAL DISTRICT COURT**  
11 **CLARK COUNTY, NEVADA**

Electronically Filed  
12/01/2014 12:40:11 PM

12 DAVID L. MANN, ESQ., )

CASE NO:

13 Plaintiff, )

DEPT. NO:

14 vs. )

CLERK OF THE COURT

15 ELEANOR AHERN; SUZANNE NOUNNA )  
16 aka "JOY;" ARIELLA NOUNNA; PEGGY )  
17 "DOE;" AND JOHN AND JANE DOES 1- )  
18 100. )

A- 14 - 710467 - C

XX

19 Defendant.

20 **COMPLAINT FOR BREACH OF CONTRACT, FRAUD, TORTIOUS INTERFERENCE**  
21 **WITH CONTRACT, UNJUST ENRICHMENT, CONVERSION, AND COLLUSION**

22 COMES NOW the Plaintiff, DAVID L. MANN, ESQ., and for his claims against  
23 Defendants, ELEANOR AHERN; SUZANNE NOUNNA aka "JOY;" ARIELLA NOUNNA;  
24 PEGGY "DOE;" AND JOHN AND JANE DOES 1-100 and hereby alleges as follows:

25 **I. IDENTIFICATION OF PARTIES**

- 26 1. At all times relevant, Plaintiff was a resident of Clark County, Nevada.  
27 2. Plaintiff is informed and believes that at all times relevant hereto, Defendants  
28 were residents of Clark County, Nevada.

**II. GENERAL ALLEGATIONS**

1. At all times material to this *Complaint*, the acts giving rise to this action occurred in  
Clark County, Nevada.  
2. In short, this is an action brought by solo practitioner David Mann, Esq. to attempt to  
repair his business which was virtually destroyed by his detrimental reliance on a former client's

1 contracts and promises who then colluded to breach those contracts and interfere in his business.  
2 Due to defendant's promises, Plaintiff devoted an extraordinary effort to gaining detailed  
3 knowledge of Ms. Ahern's cases and providing legal advice in a short amount of time. The  
4 statistics reflecting legal services are staggering. For example, approximately 400 texts were sent  
5 to Plaintiff from Suzanne Nounna aka "Joy" in only 29 days averaging 14 texts per day and an  
6 unbelievable (approximate) 25%, or 100, of those were not during normal working hours or were  
7 to assign new work. As a further example, one phone conference lasted until 1:38 a.m.. For 29  
8 days, Plaintiff rarely could sleep, eat, or take time to mentally rest. As further example, Plaintiff  
9 attended a long planned trip to Disneyland and has 6 witnesses that can testify that he spent  
10 almost the entire time (he went on one ride) in the hotel room reading Ms. Ahern's pleadings.  
11 Plaintiff estimates he read, scanned, or assigned to be read; approximately 12,500 pages.  
12

13  
14 3. Plaintiff is keenly aware of Nevada Rule of Professional Conduct 1.6. He understands  
15 that he has a duty of confidentiality to a former client except, under NRPC 1.6(b)(5) in pertinent  
16 part, he "may reveal information relating to the representation of a client to the extent the lawyer  
17 reasonably believes necessary" ... "[t]o establish a claim or defense on behalf of the lawyer in a  
18 controversy between the lawyer and the client." Plaintiff will attempt to err on the side of  
19 conservatism in making his claims/defenses to avoid even the appearance of impropriety.  
20

21  
22 4. By way of introduction, Plaintiff is an experienced Nevada attorney who has drafted  
23 approximately 11,000 legal pleadings and appeared in Court approximately 5,000 times. He  
24 formerly worked as a Judicial Law Clerk. He has never been disciplined by the Nevada State Bar  
25 nor has he ever been the Defendant in a malpractice suit. Plaintiff has a sterling reputation in the  
26 legal, business, and academic communities over a lifetime without so much as a blemish. In the  
27 legal community, Plaintiff has been recognized with the LACSN Ask-A-Lawyer Community  
28

1 Commitment Award for Pro Bono Service in 2009 and has recently been the subject of two  
2 newspaper articles in the Las Vegas Review Journal wherein he fought on a pro bono basis for  
3 the rights of the disenfranchised. In the business community, Plaintiff worked as an accountant  
4 for 18 years and rose within the CPA industry to management within the consulting practices  
5 division of an international CPA firm. His achievements include being named a national  
6 representative and speaking engagements as far away as Denmark. In the academic community,  
7 Plaintiff earned his Master's Degree at University of Nevada – Las Vegas where he worked as an  
8 assistant to a now U.S. Congressperson.  
9

10  
11 5. By way of introduction, Eleanor Ahern (hereinafter "Ms. Ahern") was a former client  
12 of Plaintiff's.

13 6. By way of introduction, Suzanne Nounna aka "Joy" (hereinafter "Suzanne Nounna  
14 aka 'Joy'" so the reader is not confused by reference to her daughter) held a Power of Attorney  
15 for Ms. Ahern.  
16

17 7. By way of introduction, Ariella Nounna (hereinafter "Ariella Nounna" so the reader  
18 is not confused by reference to her mother) held a Power of Attorney for Ms. Ahern.

19 8. By way of introduction, Peggy "DOE" was an advisor to Plaintiff.

20 9. Ms. Ahern was referred to Mr. Mann by a longtime friend of Ms. Ahern's who had  
21 witnessed Mr. Mann successfully litigate several difficult matters winning most issues.  
22

23 10. On October 23, 2014, Mr. Mann met defendants for a lengthy dinner at which time  
24 Ms. Ahern, Ms. Nounna aka "Joy," and Ms. Ariella Nounna explained Ms. Ahern's legal  
25 situation and three related cases in great detail. We discussed an offer of services and acceptance  
26 and decided to meet the next day to formalize the contract.  
27  
28

1 11. On October 24, 2014, Mr. Mann met Ms. Ahern, Suzanne Nounna aka "Joy," and  
2 Ariella Nounna for several hours at Mr. Mann's office. Ms. Ahern was also accompanied by a  
3 protective service dog and a male "bodyguard." Mr. Mann was accompanied by James Mann, an  
4 experienced paralegal.  
5

6 12. In order to insure that Ms. Ahern had the capacity to contract Mr. Mann asked many  
7 questions which were answered clearly, intelligently, and forcefully. [REDACTED]  
8 [REDACTED]  
9 [REDACTED]. Suzanne Nounna aka

10 "Joy," showed Mr. Mann a Power of Attorney for Ms. Ahern. Therefore, Mr. Mann had no  
11 concerns about Ms. Ahern's capacity to contract.  
12

13 13. The contract was for legal purposes. The form of the contract is legal. This contract in  
14 some form or another has been freely passed around between attorneys in Nevada for years for  
15 flat fee work. Although any contract can be attacked, to Plaintiff's knowledge it has never been  
16 found to be deficient in form or substance.  
17

18 14. We discussed the terms of our agreement for several hours. Ms. Ahern, Suzanne  
19 Nounna aka "Joy," and Ariella Nounna took a long time to read each and every word asking  
20 many questions. In addition, at Ms. Ahern's direction, we modified three parts of our contract.  
21 Ms. Ahern then signed the contract in front of Suzanne Nounna aka "Joy," Ariella Nounna, and  
22 James Mann.  
23

24 15. Ms. Ahern was under no duress as she had her team there which included a  
25 bodyguard, a protective dog, Suzanne Nounna her POA, and a support person in Ariella Nounna.  
26 The agreement was certainly not unconscionable and, in Nevada, a lawyer has a right to set their  
27  
28

1 own fee. Ms. Ahern is a very experienced business person knowledgeable in both business and in  
2 dealing with lawyers.

3 16. The basic flat-fee agreement was that Plaintiff's law firm would represent Ms. Ahern  
4 in an appellate matter, trust matter, and will matter. The law firm would bear the risk of the cases  
5 taking years and Ms. Ahern would bear the risk of a making payment even if the case was "won"  
6 quickly through a Motion to Dismiss.  
7

8 17. At that point there was a valid, enforceable contract. This contract was further ratified  
9 by Ms. Ahern making the initial flat-fee payment and working with us on the case for the next 29  
10 days.  
11

12 18. In pertinent part, the terms include: PART 5: CLIENT COOPERATION "Client at all  
13 times will cooperate with Firm so that Firm may provide legal services as efficiently and quickly  
14 as possible. Client at all times must provide Firm with accurate and complete information;  
15 promptly respond to Firms inquiries; keep Firm informed of changes in Client's address,  
16 telephone number, and personal and financial affairs ... . Should Client not wish to follow  
17 Firm's advice, Firm has the right in its sole discretion to withdraw as Client's attorney."  
18

19 19. In pertinent part, the terms include: PART 7: TERMINATION AND REMEDIES  
20 "Either party may terminate this agreement upon reasonable notice to the other party ... . In the  
21 event Client fails to make any payment as required by this Agreement, Firm, without any further  
22 notice, may cease all work on the matter. In the event Client fails to comply with any provision  
23 of this agreement, including the making of any payment required, Client expressly authorizes  
24 Firm in advance, at Firm's sole election, to cease performing legal services for Client (including  
25 filing of legal documents with the court and appearing at further court appearances), and to  
26 withdraw as Client's attorney. Client understands that these actions could result in a default or  
27  
28

1 dismissal of Client's litigation. [emphasis added] ... In the event that Firm takes any action of  
2 any sort to enforce any provision of, any right set forth in, or any right rising from this  
3 agreement, Firm shall be entitled to recover all costs and disbursement, reasonable attorney fees  
4 (including in house services performed for itself), and all reasonable collection fees."  
5

6 20. In pertinent part, the terms include: PART 9: EXTRAORDINARY  
7 CIRCUMSTANCES "There may be extraordinary circumstances where Firm provides services  
8 to client that are not included in this agreement. Client understands they must pay for these  
9 services at the rate of \$375 per hour for attorney and \$125 per hour for the paralegal and that  
10 these services must be paid in full within five business days."  
11

12 21. Ms. Ahern materially breached the contract, in pertinent part, "Client at all times will  
13 cooperate with Firm so that Firm may provide legal services as efficiently and quickly as  
14 possible." Ms. Ahern would generally not communicate with the firm during the week of  
15 November 17, 2014 when we were preparing to oppose the Motion to Enforce Settlement.  
16

17 22. Ms. Ahern materially breached the contract, in pertinent part, "Client at all times must  
18 provide Firm with accurate and complete information; promptly respond to Firms inquiries; keep  
19 Firm informed of changes in Client's address, telephone number, and personal and financial  
20 affairs ..." Ms. Ahern never responded quickly. Despite persistent requests, the law firm has  
21 never been told Ms. Ahern's address or phone number.  
22

23 23. Ms. Ahern materially breached the contract, in pertinent part, "There may be  
24 extraordinary circumstances where Firm provides services to client that are not included in this  
25 agreement. Client understands they must pay for these services at the rate of \$375 per hour for  
26 attorney and \$125 per hour for the paralegal and that these services must be paid in full within  
27 five business days."  
28

24. This "extraordinary circumstances" clause was breached as follows. Law Firm provided legal services of \$38,987.50 out of scope: [REDACTED]

It was acknowledged by all as out of scope. Ms. Ahern ratified and acknowledged this out of scope work by making a \$10,000 payment on November 14, 2014 to reimburse us for some of our staff wages and provide us additional funding (payment of legal fees) for spending so much time on her cases. She additionally ran a \$15,000 credit card on November 14, 2014 to be used to pay Plaintiff another \$5,000 and pay another law firm approximately \$9,750 for legal fees and approximately \$250 to order some court videos. Evidence that this payment was for legal fees includes, a legal receipt used for legal services, three law firm professionals as witnesses, our staff member telling the other large law firm that payment would be made in the future (when the credit card cleared), and a November 20, 2014 letter signed by Ms. Ahern

\_\_\_\_\_ files. However, Ms. Ahern caused the \$15,000 credit card payment to not go through leaving Plaintiff short \$5,000 for that payment. This leaves a balance of \$28,987.50 due to Plaintiff. That this money is owed is further reflected in seven (7) promises to pay and on seven (7) separate occasions the promise was not kept:

- a. On or about November 30, 2014 (despite taking the deposit slip no transfer was made),
- b. On or about November 13, 2014 at 3:45 p.m. (despite a promise of bringing a check),
- c. On or about November 11-13-14 at 7:00 p.m. (despite a promise of going to the bank since the check was not brought),



1 d. On or about November 11-14-14 at 3:00 p.m. (despite a 100% agreement  
2 that the check would be brought),

3 e. On or about November 14, 2014 at 6:00 p.m. (charging it on a credit card  
4 which did not work),

5 f. On or about November 19, 2014 at 1:00 p.m. (promising to transfer since  
6 the card did not go through), and

7 g. On or about November 19, 2014, 2014 at 2:30 p.m. (changing the meeting  
8 as the transfer has not gone through).

9  
10 25. From October 24, 2014 through November 23, 2014, Suzanne Nounna stated on  
11 an almost daily basis that if the law firm would continue to devote the extraordinary time to Ms.  
12 Ahern's cases which it was devoting, that if the law firm would continue to not take new clients,  
13 that if the law firm would alter its planned hiring practices, that if the law firm would reassign  
14 existing professionals; then law firm would be paid any monies due and become basically Ms.  
15 Ahern's permanent lawyer for most of her matters. Ms. Ahern, Ariella Nounna, and Peggy  
16 "Doe" further stated and supported these specific promises during this time period. [REDACTED]  
17 [REDACTED]  
18 [REDACTED]

19  
20 26. [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]

25 27. Ms. Ahern, Suzanne Nounna aka "Joy," Ariella Nounna, and Peggy "Doe"  
26 [REDACTED] all four of these parties stating that Ms.  
27 [REDACTED]  
28

1 Ahern would pay her debts if Plaintiff just continued along the path of converting his solo  
2 practice to becoming her private "family attorney."

3 28. Of course, Mr. Mann's reliance on their promises was justifiable as Ms. Ahern  
4 had made what appeared to be one large payment (although it turns out the demands attached to  
5 this payment and the resulting effects of the relationship almost bankrupted Plaintiff's small  
6 firm) and at first appeared to want to be involved in the case.

7 29. As a direct and proximate result of the above-described actions, Plaintiff suffered  
8 severe financial damage to his firm. Plaintiff only took a fraction of the new clients and/or work  
9 he usually takes in during October/November which will leave firm without the normal revenues  
10 he is used to over the next several months. In addition, Plaintiff altered his advertising, hiring  
11 plans, and internal staffing all of which is to the detriment of his firm.

12 30. There existed a contractual relationship between Plaintiff and Ms. Ahern reflected in  
13 the written contract of October 24, 2014. Suzanne Nounna aka "Joy" and Ariella Nounna both  
14 knew of this contract as they were involved in the discussions leading to the contract formation,  
15 were present at the contract's signing, and were both involved on almost a daily basis in the  
16 provision of legal services. Therefore, there was a contract and Suzanne Nounna aka "Joy" and  
17 Ariella Nounna knew of the contract.

18 31. Suzanne Nounna aka "Joy" and Ariella Nounna intended to induce Ms. Ahern to  
19 breach the relationship. They both told her not to pay, they both took actions to prevent her from  
20 paying. [REDACTED]  
21 [REDACTED] all the while legal services were still being  
22 provided. [REDACTED]  
23 [REDACTED]

24 [REDACTED] Neither party had any privilege to induce said breach.  
25  
26  
27  
28

1 32. The contract was breached as indicated above. [REDACTED]

2 [REDACTED]

3 33. As a direct and proximate result of the above-described actions, Plaintiff suffered  
4 severe financial damage to his firm. Plaintiff only took a fraction of the new clients and/or work  
5 he usually takes in during October/November which will leave firm without the normal revenues  
6 he is used to over the next several months. In addition, Plaintiff altered his advertising, hiring  
7 plans, and internal staffing all of which is to the detriment of his firm. Also, Plaintiff is owed  
8 \$28,987.50.  
9

10 34. Plaintiff provided Ms. Ahern with \$28,987.50 worth of legal services for which she  
11 did not pay. Itemized details of work performed will no doubt be scoured in discovery. Plaintiff  
12 is secure in the knowledge all work was performed with great attention to detail and welcomes  
13 any analysis.  
14

15 35. Plaintiff expected to be paid for his services as he had a written, signed contract to be  
16 paid.  
17

18 36. Ms. Ahern acknowledged, accepted, and benefited from the legal advice Plaintiff  
19 provided. He provided said advice to Ms. Ahern personally and to those who held a power of  
20 attorney for her, Suzanne Nounna aka "Joy" and Ariella Nounna.  
21

22 37. On November 14, 2014 Ms. Ahern paid Plaintiff \$15,000 via credit card for \$5,000 in  
23 legal fees and for future costs. Ms. Ahern provided the credit card, watched it be run in the credit  
24 card machine, and signed the credit card authorization slip of which Plaintiff still has the original  
25 slip bearing her signature.

26 38. At that time, Plaintiff had a legal right to \$5,000 of those funds.

27 39. Ms. Ahern then wrongfully caused the payment to be reversed which converted the  
28 funds back to Ms. Ahern.

1 40. Plaintiff was damaged twofold. First, Plaintiff lost the \$5,000 due him for legal  
2 services. Second, law firm related to another local law firm that they would be paid for legal  
3 services by Ms. Ahern once the credit card went through.  
4

5 41. [REDACTED]  
6 [REDACTED]  
7 [REDACTED]

8 **III. FIRST CAUSE OF ACTION: BREACH OF CONTRACT**  
9 **(ELEANOR AHERN)**

10 42. Plaintiff repeats and realleges each and every allegation contained in Paragraphs 1  
11 through 41 of the Complaint with the same force and effect as if set forth herein.

12 43. A valid contract existed on October 24, 2014. Specifically:

13 44. Ms. Ahern was referred to Mr. Mann by a longtime friend of Ms. Ahern's who had  
14 witnessed Mr. Mann successfully litigate several difficult matters winning most times.  
15

16 45. On October 24, 2014, Mr. Mann met Ms. Ahern, Suzanne Nounna aka "Joy," and  
17 Ariella Nounna for several hours at Mr. Mann's office. Ms. Ahern was also accompanied by a  
18 protective service dog and a male "bodyguard." Mr. Mann was accompanied by James Mann, an  
19 experienced paralegal.  
20

21 46. In order to insure that Ms. Ahern had the capacity to contract Mr. Mann asked many  
22 questions which were answered clearly, intelligently, and forcefully. [REDACTED]  
23 [REDACTED]  
24 [REDACTED]

25 [REDACTED]. Suzzane Nounna aka  
26 "Joy," showed Mr. Mann a Power of Attorney for Ms. Ahern. Therefore, Mr. Mann had no  
27 concerns about Ms. Ahern's capacity to contract.  
28

1 47. The contract was for legal purposes. The form of the contract is legal. This contract in  
2 some form or another has been freely passed around between attorneys in Nevada for years for  
3 flat fee work. Although any contract can be attacked, to Plaintiff's knowledge it has never been  
4 found to be deficient in form or substance.

5  
6 48. We discussed the terms of our agreement for several hours. Ms. Ahern, Suzzane  
7 Nouuna aka "Joy," and Ariella Nouuna took a long time to read each and every word asking  
8 many questions. In addition, at Ms. Ahern's direction, we modified three parts of our contract.  
9 Ms. Ahern then signed the contract in front of Suzzane Nouuna aka "Joy," Ariella Nouuna, and  
10 James Mann.  
11

12 49. Ms. Ahern was under no duress as she had her team there which included a  
13 bodyguard, a protective dog, Ms. Nounna her POA, and a support person in Ariella Nouuna. The  
14 agreement was certainly not unconscionable and, in Nevada, a lawyer has a right to set their own  
15 fee. Ms. Ahern is a very experienced business person knowledgeable in both business and in  
16 dealing with lawyers.  
17

18 50. The basic flat-fee agreement was that Plaintiff's law firm would represent Ms. Ahern  
19 in an appellate matter, trust matter, and will matter. The law firm would bear the risk of the cases  
20 taking years and Ms. Ahern would bear the risk of a making payment even if the case was "won"  
21 quickly through a Motion to Dismiss.  
22

23 51. At that point there was a valid, enforceable contract. This contract was further ratified  
24 by Ms. Ahern making the initial flat-fee payment and working with us on the case for the next 29  
25 days.

26 52. In pertinent part, the terms include: PART 5: CLIENT COOPERATION "Client at all  
27 times will cooperate with Firm so that Firm may provide legal services as efficiently and quickly  
28 as possible. Client at all times must provide Firm with accurate and complete information;

1 promptly respond to Firms inquiries; keep Firm informed of changes in Client's address,  
2 telephone number, and personal and financial affairs ... . Should Client not wish to follow  
3 Firm's advice, Firm has the right in its sole discretion to withdraw as Client's attorney."

4  
5 53. In pertinent part, the terms include: PART 7: TERMINATION AND REMEDIES  
6 "Either party may terminate this agreement upon reasonable notice to the other party ... . In the  
7 event Client fails to make any payment as required by this Agreement, Firm, without any further  
8 notice, may cease all work on the matter. In the event Client fails to comply with any provision  
9 of this agreement, including the making of any payment required, Client expressly authorizes  
10 Firm in advance, at Firm's sole election, to cease performing legal services for Client (including  
11 filing of legal documents with the court and appearing at further court appearances), and to  
12 withdraw as Client's attorney. Client understands that these actions could result in a default or  
13 dismissal of Client's litigation. [emphasis added] ... In the event that Firm takes any action of  
14 any sort to enforce any provision of, any right set forth in, or any right rising from this  
15 agreement, Firm shall be entitled to recover all costs and disbursement, reasonable attorney fees  
16 (including in house services performed for itself), and all reasonable collection fees."

17  
18  
19 54. In pertinent part, the terms include: PART 9: EXTRAORDINARY  
20 CIRCUMSTANCES "There may be extraordinary circumstances where Firm provides services  
21 to client that are not included in this agreement. Client understands they must pay for these  
22 services at the rate of \$375 per hour for attorney and \$125 per hour for the paralegal and that  
23 these services must be paid in full within five business days."

24  
25 55. Ms. Ahern materially breached the contract, in pertinent part, "Client at all times will  
26 cooperate with Firm so that Firm may provide legal services as efficiently and quickly as  
27  
28

1 possible." Ms. Ahern would generally not communicate with the firm during the week of  
2 November 17, 2014 when we were preparing to Oppose the Motion to Enforce Settlement.

3 56. Ms. Ahern materially breached the contract, in pertinent part, "Client at all times must  
4 provide Firm with accurate and complete information; promptly respond to Firms inquiries; keep  
5 Firm informed of changes in Client's address, telephone number, and personal and financial  
6 affairs ..." Ms. Ahern never responded quickly. Despite persistent requests, the law firm has  
7 never been told Ms. Ahern's address or phone number.  
8

9 57. Ms. Ahern materially breached the contract, in pertinent part, "There may be  
10 extraordinary circumstances where Firm provides services to client that are not included in this  
11 agreement. Client understands they must pay for these services at the rate of \$375 per hour for  
12 attorney and \$125 per hour for the paralegal and that these services must be paid in full within  
13 five business days."  
14

15 58. This "extraordinary circumstances" clause was breached as follows. Law Firm  
16 provided legal services of \$38,987.50 out of scope [REDACTED]  
17 [REDACTED]

18 It was acknowledged by all as out of scope. Ms. Ahern ratified and acknowledged this  
19 out of scope work by making a \$10,000 payment on November 14, 2014 to reimburse us for  
20 some of our staff wages and provide us additional funding (payment of legal fees) for spending  
21 so much time on her cases. She additionally ran a \$15,000 credit card on November 14, 2014 to  
22 be used to pay Law Firm another \$5,000 and pay another law firm approximately \$9,750 for  
23 legal fees and \$250 to order some court videos. This leaves a balance of \$28,987.50 due to  
24 Plaintiff. That this money is owed is further reflected in seven (7) promises to pay and on seven  
25 (7) separate occasions the promise was not kept:  
26  
27  
28

- 1 a. On or about November 30, 2014 (despite taking the deposit slip no transfer  
2 was made),  
3 b. On or about November 13, 2014 at 3:45 p.m. (despite a promise of bringing a  
4 check),  
5 c. On or about November 11-13-14 at 7:00 p.m. (despite a promise of going to  
6 the bank since the check was not brought),  
7 d. On or about November 11-14-14 at 3:00 p.m. (despite a 100% agreement that  
8 the check would be brought),  
9 e. On or about November 14, 2014 at 6:00 p.m. (charging it on a credit card  
10 which did not work),  
11 f. On or about November 19, 2014 at 1:00 p.m. (promising to transfer since the  
12 card did not go through),  
13 g. On or about November 19-14, 2014 at 2:30 p.m. (changing the meeting as the  
14 transfer has not gone through).  
15

16  
17  
18 59. As a direct and proximate result of the above-described actions, Plaintiff suffered  
19 financial damages in the amount of \$28,987.50.

20 60. The acts of Defendant were fraudulent, malicious, and/or oppressive under NRS  
21 42.005. Pursuant to NRS 42.005, Plaintiff is entitled to an award of punitive damages in excess  
22 of \$10,000.00.

23 **IV. SECOND CAUSE OF ACTION: FRAUD**  
24 (ELEANOR AHERN, SUZANNE NOUNNA, ARIELLA NOUNNA; PEGGY  
25 "DOE")

26 61. Plaintiff repeats and realleges each and every allegation contained in Paragraphs 1  
27 through 60 of the Complaint with the same force and effect as if set forth herein.  
28



1           62. From October 24, 2014 through November 23, 2014, Suzanne Nounna stated on  
2 an almost daily basis that if the law firm would continue to devote the extraordinary time to Ms.  
3 Ahern's cases which it was devoting, that if the law firm would continue to not take new clients,  
4 that if the law firm would alter its planned hiring practices, that if the law firm would reassign  
5 existing professionals; then law firm would be paid any monies due and become basically Ms.  
6 Ahern's permanent lawyer for most of her matters. Ms. Ahern, Ariella Nounna, and Peggy  
7 "Doe" further stated and supported these specific promises during this time period. [REDACTED]  
8 [REDACTED]  
9 [REDACTED]

10  
11           63. [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]

15           64. Ms. Ahern, Suzanne Nounna aka "Joy," Ariella Nounna, and Peggy "Doe"  
16 [REDACTED] all four of these parties stating that Ms.  
17 Ahern would pay her debts if I just continued along the path of converting my solo practice to  
18 becoming her private "family attorney."  
19

20           65. Of course, Mr. Mann's reliance on their promises was justifiable as Ms. Ahern  
21 had made what appeared to be one large payment (although it turns out the demands attached to  
22 this payment and the resulting effects of the relationship almost bankrupted Plaintiff's small  
23 firm) and at first appeared to want to be involved in the case.  
24

25           66. As a direct and proximate result of the above-described actions, Plaintiff suffered  
26 severe financial damage to his firm. Plaintiff only took a fraction of the new clients and/or work  
27 he usually takes in during October/November which will leave firm without the normal  
28

1 revenues he is used to over the next several months. In addition, Plaintiff altered his advertising,  
2 hiring plans, and internal staffing all of which is to the detriment of his firm.

3 67. The acts of Defendant were fraudulent, malicious, and/or oppressive under NRS  
4 42.005. Pursuant to NRS 42.005, Plaintiff is entitled to an award of punitive damages in excess  
5 of \$10,000.00.  
6

7 **V. THIRD CAUSE OF ACTION: TORTIOUS INTERFERENCE WITH**  
8 **CONTRACT**  
9 **(SUZANNE NOUNNA AKA "JOY," ARIELLA NOUNNA)**

10 68. Plaintiff repeats and realleges each and every allegation contained in Paragraphs 1  
11 through 67 of the Complaint with the same force and effect as if set forth herein.

12 69. There existed a contractual relationship between Plaintiff and Ms. Ahern reflected in  
13 the written contract of October 24, 2014. Suzanne Nounna aka "Joy" and Ariella Nounna both  
14 knew of this contract as they were involved in the discussions leading to the contract formation,  
15 were present at the contract's signing, and were both involved on almost a daily basis in the  
16 provision of legal services. Therefore, there was a contract and Suzanne Nounna aka "Joy" and  
17 Ariella Nounna knew of the contract.

18 70. Suzanne Nounna aka "Joy" and Ariella Nounna intended to induce Ms. Ahern to  
19 breach the relationship. They both told her not to pay, they both took actions to prevent her from  
20 paying [REDACTED]

21 [REDACTED]  
22 [REDACTED] all the while legal services were still being  
23 provided. [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 71. [REDACTED]

27 [REDACTED]  
28 [REDACTED]

1 72. As a direct and proximate result of the above-described actions, Plaintiff suffered  
2 severe financial damage to his firm. Plaintiff only took a fraction of the new clients and/or work  
3 he usually takes in during October/November which will leave firm without the normal revenues  
4 he is used to over the next several months. In addition, Plaintiff altered his advertising, hiring  
5 plans, and internal staffing all of which is to the detriment of his firm. Also, Plaintiff is owed  
6 \$28,987.50.  
7

8 73. The acts of Defendant were fraudulent, malicious, and/or oppressive under NRS  
9 42.005. Pursuant to NRS 42.005, Plaintiff is entitled to an award of punitive damages in excess  
10 of \$10,000.00.  
11

12 **VI. FOURTH CAUSE OF ACTION: UNJUST ENRICHMENT**  
13 **(ELEANOR AHERN)**

14 74. Plaintiff repeats and realleges each and every allegation contained in Paragraphs 1  
15 through 73 of the Complaint with the same force and effect as if set forth herein.  
16

17 75. Plaintiff provided Ms. Ahern with \$28,987.50 worth of legal services for which she  
18 did not pay. Itemized details of work performed will no doubt be scoured in discovery. Plaintiff  
19 is secure in the knowledge all work was performed with great attention to detail and welcomes  
20 any analysis.

21 76. Plaintiff expected to be paid for his services as he had a written, signed contract to be  
22 paid.

23 77. Ms. Ahern acknowledged, accepted, and benefited from the legal advice Plaintiff  
24 provided. He provided said advice to Ms. Ahern personally and to those who held a power of  
25 attorney for her, Suzanne Nounna aka "Joy" and Ariella Nounna.

26 78. It would be inequitable for Ms. Ahern to use the legal advice provided to improve her  
27 legal position thereby gaining in her litigation and leave a solo practitioner without a fair  
28 payment.

1 79. The acts of Defendant were fraudulent, malicious, and/or oppressive under NRS  
2 42.005. Pursuant to NRS 42.005, Plaintiff is entitled to an award of punitive damages in excess  
3 of \$10,000.00.

4 **VII. FIFTH CAUSE OF ACTION: CONVERSION**  
5 **(ELEANOR AHERN)**

6 80. Plaintiff repeats and realleges each and every allegation contained in Paragraphs 1  
7 through 79 of the Complaint with the same force and effect as if set forth herein.

8 81. On November 14, 2014 Ms. Ahern paid Plaintiff \$15,000 via credit card. Ms. Ahern  
9 provided the credit card, watched it be run in the credit card machine, and signed the credit card  
10 authorization slip of which Plaintiff still has the original slip bearing her signature.

11 82. At that time, Plaintiff had a legal right to those funds.

12 83. Ms. Ahern then wrongfully caused the payment to be reversed which converted the  
13 funds back to Ms. Ahern.  
14

15 84. Plaintiff was damaged twofold. First, Plaintiff lost the \$5,000 due him for legal  
16 services. Second, law firm related to another local law firm that they would be paid for legal  
17 services by Ms. Ahern once the credit card went through.

18 85. The acts of Defendant were fraudulent, malicious, and/or oppressive under NRS  
19 42.005. Pursuant to NRS 42.005, Plaintiff is entitled to an award of punitive damages in excess  
20 of \$10,000.00.  
21

22 **VIII. SIXTH CAUSE OF ACTION: COLLUSION**  
23 **(ELEANOR AHERN, SUZANNE NOUNNA, ARIELLA NOUNNA; PEGGY "DOE")**

24 86. Plaintiff repeats and realleges each and every allegation contained in Paragraphs 1  
25 through 85 of the Complaint with the same force and effect as if set forth herein.  
26  
27  
28

1 87. Ms. Ahern, Suzanne Nounna aka "Joy," Ariella Nounna, and Peggy "Doe" made an  
2 agreement to deceive Plaintiff to think that he would be paid for services rendered. This  
3 collusion was schemed in order for Ms. Ahern to receive free legal services.

4  
5 88. As a direct and proximate result of the above-described actions, Plaintiff suffered  
6 severe financial damage to his firm. Plaintiff only took a fraction of the new clients and/or work  
7 he usually takes in during October/November which will leave firm without the normal revenues  
8 he is used to over the next several months. In addition, Plaintiff altered his advertising, hiring  
9 plans, and internal staffing all of which is to the detriment of his firm. Also, Plaintiff is owed  
10 \$28,987.50.

11 89. The acts of Defendant were fraudulent, malicious, and/or oppressive under NRS  
12 42.005. Pursuant to NRS 42.005, Plaintiff is entitled to an award of punitive damages in excess  
13 of \$10,000.00.  
14

15  
16 **IX. REQUEST FOR RELIEF**

17 WHEREFORE, Plaintiff requests judgment against Defendants as follows:

18 FIRST CAUSE OF ACTION

- 19 1. For compensatory damages to be determined;  
20 2. For punitive damages in excess of \$10,000.00;  
21 3. For special damages, including attorney's fees;  
22 4. For pre-judgment and post-judgment interest, as allowed by law; and  
23 5. For such other relief as the Court finds just and appropriate.  
24

25 SECOND CAUSE OF ACTION

- 26 1. For compensatory damages to be determined;  
27 2. For punitive damages in excess of \$10,000.00;  
28 3. For special damages, including attorney's fees;

1 4. For pre-judgment and post-judgment interest, as allowed by law; and

2 5. For such other relief as the Court finds just and appropriate.

3 THIRD CAUSE OF ACTION

4 1. For compensatory damages to be determined;

5 2. For punitive damages in excess of \$10,000.00;

6 3. For special damages, including attorney's fees;

7 4. For pre-judgment and post-judgment interest, as allowed by law; and

8 5. For such other relief as the Court finds just and appropriate.

9 FOURTH CAUSE OF ACTION

10 1. For compensatory damages to be determined;

11 2. For punitive damages in excess of \$10,000.00;

12 3. For special damages, including attorney's fees;

13 4. For pre-judgment and post-judgment interest, as allowed by law; and

14 5. For such other relief as the Court finds just and appropriate.

15 FIFTH CAUSE OF ACTION

16 1. For compensatory damages to be determined;

17 2. For punitive damages in excess of \$10,000.00;

18 3. For special damages, including attorney's fees;

19 4. For pre-judgment and post-judgment interest, as allowed by law; and

20 5. For such other relief as the Court finds just and appropriate.

21 SIXTH CAUSE OF ACTION

22 1. For compensatory damages to be determined;

23 2. For punitive damages in excess of \$10,000.00;

24 3. For special damages, including attorney's fees;

- 1 4. For pre-judgment and post-judgment interest, as allowed by law; and  
2 5. For such other relief as the Court finds just and appropriate.  
3

4 Dated this 1<sup>st</sup> day of December, 2014  
5

6 By David L. Mann  
7 DAVID L. MANN, ESQ.  
8 Nevada Bar No. 11194  
9 624 S. 10<sup>th</sup> St.  
10 Las Vegas, NV 89101  
11 (702) 476-9629  
12 Plaintiff  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**January 28, 2015**

---

A-14-710467-C      David Mann, ESQ, Plaintiff(s)  
vs.  
Eleanor Ahern, Defendant(s)

---

**January 28, 2015      9:00 AM      Motion**

**HEARD BY:** Thompson, Charles

**COURTROOM:** RJC Courtroom 10D

**COURT CLERK:** Linda Skinner

**RECORDER:** Susan Dolorfino

**REPORTER:**

**PARTIES**

**PRESENT:**      Mann, David L      Attorney  
Wakayama, Liane K.      Attorney

**JOURNAL ENTRIES**

- Arguments by Ms. Wakayama and Mr. Mann in support of their respective positions. Colloquy as to a Bar complaint. Following, COURT ORDERED, Motion to Seal is GRANTED and Motion to Stay is DENIED. Mr. Mann to prepare the Order.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**April 01, 2015**

---

A-14-710467-C      David Mann, ESQ, Plaintiff(s)  
vs.  
Eleanor Ahern, Defendant(s)

---

**April 01, 2015**

**9:00 AM**

**Motion**

**HEARD BY:** Thompson, Charles

**COURTROOM:** RJC Courtroom 10D

**COURT CLERK:** Linda Skinner

**RECORDER:** Susan Dolorfino

**REPORTER:**

**PARTIES**

**PRESENT:** Mann, David L      Attorney  
Renka, Candice E., ESQ      Attorney

**JOURNAL ENTRIES**

- Arguments by Mr. Mann and Ms. Renka in support of their respective positions. Following, COURT ORDERED, Plaintiff's Motion to Deem Service Effectuated for Defendant is DENIED and Enlargement of Time is GRANTED. Mr. Mann has 120 days to serve Defendant. Further, Mr. Mann to prepare the Order.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**April 15, 2015**

---

A-14-710467-C      David Mann, ESQ, Plaintiff(s)  
vs.  
Eleanor Ahern, Defendant(s)

---

**April 15, 2015      9:00 AM      Motion for Sanctions**

**HEARD BY:** Thompson, Charles      **COURTROOM:** RJC Courtroom 10D

**COURT CLERK:** Linda Skinner

**RECORDER:** Patti Slattery

**REPORTER:**

**PARTIES**

**PRESENT:**      Hayes, Dale A., Sr.      Attorney  
Mann, David L      Attorney  
Wakayama, Liane K.      Attorney

**JOURNAL ENTRIES**

- Arguments by Mr. Mann and Mr. Hayes in support of their respective positions. Document provided in Open Court by Mr. Hayes. Following objections by Mr. Mann, Court advised the matter will be continued for Mr. Mann to respond. COURT ORDERED, matter CONTINUED THREE (3) WEEKS.

... CONTINUED 5/6/15 9:00 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**May 06, 2015**

---

A-14-710467-C      David Mann, ESQ, Plaintiff(s)  
vs.  
Eleanor Ahern, Defendant(s)

---

**May 06, 2015**

**9:00 AM**

**Motion for Sanctions**

**HEARD BY:** Johnson, Eric

**COURTROOM:** RJC Courtroom 10D

**COURT CLERK:** Linda Skinner

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**      Hayes, Dale A., Sr.      Attorney  
Mann, David L      Attorney  
Wakayama, Liane K.      Attorney

**JOURNAL ENTRIES**

- Arguments by Mr. Mann and Mr. Hayes in support of their respective positions. Following, COURT ORDERED, Motion DENIED. Mr. Hayes to prepare the Order.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**November 04, 2015**

---

A-14-710467-C      David Mann, ESQ, Plaintiff(s)  
vs.  
Eleanor Ahern, Defendant(s)

---

**November 04, 2015      8:30 AM      Motion**

**HEARD BY:** Johnson, Eric

**COURTROOM:** RJC Courtroom 10D

**COURT CLERK:** Linda Skinner

**RECORDER:**

**REPORTER:** Amber McClane

**PARTIES**

**PRESENT:**      Moody, Todd L      Attorney  
Shapiro, James E.      Attorney

**JOURNAL ENTRIES**

- Mr. Shapiro advised there were issues raised in the supply brief that he would like time to respond to. Statements by Mr. Moody. Following arguments by counsel, COURT ORDERED, Mr. Mann to supply documentation pursuant to the subpoena with a copy also being given to Mr. Shapiro and Mr. Mann to provide a log to show the work done on behalf of the trust and not Ms. Ahern. Further, as additional briefing is requested, Mr. Shapiro to have TWO (2) WEEKS (November 19, 2015) to file additional briefing and Mr. Moody will have TWO (2) WEEKS (December 3, 2015) for a reply.

Mr. Moody advised Mr. Mann has provided trust related documents, but has not provided the payment invoice or advised what services were done. Following continued discussion, COURT ORDERED, Mr. Mann to provide a complete copy of all billing statements and/or invoices containing individual time entries with a description of the work performed for Ms. Ahern from October 1, 2014 to present and a record of all payments and methods of payment relating to Ms. Aherns' representation from October 1, 2014 to present, this to be done by November 20, 2015. Mr. Shapiro will have until December 11, 2015 to do a privilege log and provide to Mr. Moody.

COURT ORDERED, matter CONTINUED SIXTY (60) DAYS.

... CONTINUED 1/6/16 8:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****January 06, 2016**

A-14-710467-C      David Mann, ESQ, Plaintiff(s)  
                                  vs.  
                                  Eleanor Ahern, Defendant(s)

**January 06, 2016      8:30 AM      Motion**

**HEARD BY:** Johnson, Eric      **COURTROOM:** RJC Courtroom 10D

**COURT CLERK:** Linda Skinner

**RECORDER:**

**REPORTER:** Amber McClane

**PARTIES**

<b>PRESENT:</b>	Moody, Todd L	Attorney
	Shapiro, James E.	Attorney
	Waid, Frederick P	Other

**JOURNAL ENTRIES**

- Mr. Shapiro advised he provided copies of the billing records to Mr. Moody. Mr. Moody stated he has no idea what the privilege claim is. Upon Court's inquiry, Mr. Moody advised he would like the whole case unsealed and noted that any funds recovered would go back to the Trust. Statements by Mr. Shapiro as to attorney/client privilege. Mr. Moody stated he was expecting a privilege log and did not receive one. Following additional colloquy, Mr. Shapiro advised he should have the log to counsel by Friday. Court directed Mr. Moody to reply to this by 1/15 and ORDERED, matter CONTINUED to a special Monday hearing.

... CONTINUED 1/25/15 9:00 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**January 25, 2016**

---

A-14-710467-C      David Mann, ESQ, Plaintiff(s)  
vs.  
Eleanor Ahern, Defendant(s)

---

**January 25, 2016      9:00 AM      Motion**

**HEARD BY:** Johnson, Eric      **COURTROOM:** RJC Courtroom 10D

**COURT CLERK:** Linda Skinner

**RECORDER:**

**REPORTER:** Amber McClane

**PARTIES**

**PRESENT:** Shapiro, James E.      Attorney

**JOURNAL ENTRIES**

- As Mr. Moody was not present, Law Clerk phoned his Office and was advised he was in a Family Court Hearing, but that this matter was on his calendar. MATTER TRAILED AND RECALLED:  
10:30 AM Law Clerk reached Mr. Moody in his Office and was told that he forgot. COURT ORDERED, matter CONTINUED to Wednesday.

... CONTINUED 1/27/16 8:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**January 27, 2016**

---

A-14-710467-C      David Mann, ESQ, Plaintiff(s)  
vs.  
Eleanor Ahern, Defendant(s)

---

**January 27, 2016      8:30 AM      Motion**

**HEARD BY:** Johnson, Eric      **COURTROOM:** RJC Courtroom 10D

**COURT CLERK:** Linda Skinner

**RECORDER:**

**REPORTER:** Amber McClane

**PARTIES**

**PRESENT:**      Moody, Todd L      Attorney  
Shapiro, James E.      Attorney  
Waid, Frederick P      Other

**JOURNAL ENTRIES**

- Mr. Shapiro requested a continuance as Mr. Moody just filed a Response to Defendant's Privilege Log that raises issues not raised before and would object. Mr. Moody advised there is nothing new. Upon Court's inquiry, Mr. Shapiro advised Mr. Mann put actual communications in the log and does not feel Mr. Moody is entitled to them as Mr. Mann only represented Ms. Ahern personally, not in regards to the Trust. Statements by Mr. Moody including that they feel there were monies taken from the trust and would like them returned. Continued arguments by Mr. Shapiro and Mr. Moody. Following, Mr. Shapiro to provide billing records by Friday (1/29) or Monday (2/1) to the Court and pleadings pertaining to Mr. Mann, that are disputed, to be provided by 2/5 to chambers. FURTHER, COURT ORDERED, an Order to be prepared giving Mr. Moody access to the docket and documents that are not in dispute. COURT ORDERED, matter CONTINUED THIRTY (30) DAYS.

... CONTINUED 2/24/16 8:30 AM



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Tort

COURT MINUTES

February 24, 2016

A-14-710467-C      David Mann, ESQ, Plaintiff(s)  
vs.  
Eleanor Ahern, Defendant(s)

**February 24, 2016      8:30 AM      Motion**

HEARD BY: Johnson, Eric

COURTROOM: RJC Courtroom 10D

COURT CLERK: Linda Skinner

RECORDER:

REPORTER: Leah Armendariz

**PARTIES**

**PRESENT:**      Geist, Russel J, ESQ      Attorney  
Shapiro, James E.      Attorney

**JOURNAL ENTRIES**

- Court noted Mr. Shapiro withdrew his Motion to Withdraw as Counsel. Mr. Shapiro concurred, advised the matter has been resolved. Mr. Geist advised he never received a copy of the Motion. Mr. Shapiro advised it was never filed. Mr. Geist stated he still would like a copy. Mr. Shapiro objected and advised he would not have been served anyway as he is not a party in this action.

Court advised it has been reviewing the billing records and does not see anything that would suggest it was paid by the trust. Arguments by Mr. Geist. Conference at the Bench (under seal). Continued arguments by Mr. Geist in that he feels there was a fraud against the trust by Mr. Mann. Arguments by Mr. Shapiro including that this issue should be briefed. Following, COURT ORDERED, the following briefing schedule:

Mr. Geist to file by 3/23;  
Mr. Shapiro to respond by 4/6;  
Mr. Geist to reply by 4/13.

Colloquy as to records that are sealed. Mr. Shapiro stated he thought he provided all of the documents to chambers, but will double check. Following additional colloquy, COURT ORDERED, matter SET for hearing and requested counsel to include in their filings, who they will be calling for

the hearing.

4/20/16 8:30 AM HEARING

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**April 20, 2016**

---

A-14-710467-C      David Mann, ESQ, Plaintiff(s)  
vs.  
Eleanor Ahern, Defendant(s)

---

**April 20, 2016**

**8:30 AM**

**Motion**

**HEARD BY:** Johnson, Eric

**COURTROOM:** RJC Courtroom 10D

**COURT CLERK:** Linda Skinner

**RECORDER:**

**REPORTER:** Amber McClane

**PARTIES**

**PRESENT:**      Moody, Todd L      Attorney  
Shapiro, James E.      Attorney  
Waid, Frederick P      Other

**JOURNAL ENTRIES**

- Upon Court's inquiry, Mr. Shapiro advised he filed an Order and sent it to Mr. Moody and all he needs to do is go to the Clerk's Office to obtain the files. Mr. Moody advised he never received this Order. Court directed Mr. Shapiro send this Order to Mr. Moody. Following statements by Mr. Moody and Mr. Shapiro, COURT ORDERED, Motion GRANTED IN PART in that the file will be unsealed with the exception of the documents as outlined in Mr. Shapiro's Order. Further, Mr. Moody to prepare this Order, a second Order unsealing the whole file as long as the documents relate to the fee dispute and a third Order as to Mr. Mann's records, which Court will take UNDER ADVISEMENT.

CLERK'S NOTE: Court's ORDER filed 7/26/17 as to the Motion.



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE  
**NOTICE OF DEFICIENCY**  
ON APPEAL TO NEVADA SUPREME COURT

**ELEANOR AHERN**  
**355 W. MESQUITE BLVD., D30 #176**  
**MESQUITE, NV 89027**

**DATE: February 9, 2018**  
**CASE: A-14-710467-C**

**RE CASE:** DAVID L. MANN, ESQ. vs. ELEANOR AHERN; SUZANNE NOUNNA aka JOY;  
ARIELLA NOUNNA

NOTICE OF APPEAL FILED: February 7, 2018

**YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.**

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)\*\*
  - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☒ \$24 – District Court Filing Fee (Make Check Payable to the District Court)\*\*
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)\*\*
  - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☐ Case Appeal Statement
  - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☒ Notice of Entry of Order

---

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

*Please refer to Rule 3 for an explanation of any possible deficiencies.*

---

*\*\*Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

# Certification of Copy

State of Nevada }  
County of Clark } SS:

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

DECISION AND ORDER – MOTION TO UNSEAL RECORDS: CRIME – FRAUD EXCEPTION TO ATTORNEY – CLIENT PRIVILEGE.; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; DECISION AND ORDER – MOTION TO UNSEAL RECORDS: CRIME-FRAUD EXCEPTION TO ATTORNEY – CLIENT PRIVILEGE; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

DAVID L. MANN, ESQ.,

Plaintiff(s),

vs.

ELEANOR AHERN; SUZANNE NOUNNA aka  
JOY; ARIELLA NOUNNA,

Defendant(s),

Case No: A-14-710467-C

Dept No: XX

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 9 day of February 2018.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk