

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

\*\*\*\*

145 EAST HARMON II TRUST,  
ANTHONY TAN AS TRUSTEE OF  
THE 145 EAST HARMON II  
TRUST,

Appellants,

vs.

THE RESIDENCES AT MGM  
GRAND – TOWER A OWNERS'  
ASSOCIATION,

Respondent.

Electronically Filed  
Jan 30 2019 08:34 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**No. 75920**

**APPEAL FROM POST-STIPULATION OF DISMISSAL ORDER  
AWARDING ATTORNEY'S FEES AND COSTS;  
EIGHTH JUDICIAL DISTRICT COURT, CLARK COUNTY, NEVADA;  
HONORABLE MARK B. BAILUS**

\*\*\*\*

**APPELLANTS' APPENDIX VOLUME II (Part 2)**

DAVID J. KAPLAN (Bar No. 14022)  
5538 S. Eastern Avenue  
Las Vegas, Nevada 89119  
Telephone: (702) 948-9770 ext. 2020  
Email: [djkaplan5@gmail.com](mailto:djkaplan5@gmail.com)

Attorney for Appellants 145 EAST  
HARMON II TRUST and ANTHONY  
TAN AS TRUSTEE OF THE 145 EAST  
HARMON II TRUST

**Alphabetical Index of Appendix for 145 East Harmon II Trust *et al.* v.  
The Residences at MGM Grand – Tower A Owners’ Association**

<b><u>No.</u></b>	<b><u>Date</u></b>	<b><u>Title</u></b>	<b><u>Vol No.</u></b>	<b><u>Appendix Page Nos.</u></b>
1.	August 16, 2016	Affidavit of Service (Association)	<b>Vol II</b>	<b>TRUST248-249</b>
2.	April 14, 2016	Affidavit of Service (MGM Grand)	<b>Vol I</b>	<b>TRUST011</b>
3.	April 14, 2016	Affidavit of Service (MGM Resorts)	<b>Vol I</b>	<b>TRUST012</b>
4.	June 21, 2016	Affidavit of Service (Signature Condominiums)	<b>Vol I</b>	<b>TRUST210-212</b>
5.	June 21, 2016	Affidavit of Service (Signature Tower I)	<b>Vol I</b>	<b>TRUST207-209</b>
6.	April 21, 2016	Affidavit of Service (Turnberry)	<b>Vol I</b>	<b>TRUST013</b>
7.	May 18, 2017	Association’s Motion for Attorney Fees	<b>Vol II</b>	<b>TRUST297-370</b>
8.	March 15, 2017	Association’s Motion to Dismiss or in the Alternative for Summary Judgment	<b>Vol II</b>	<b>TRUST271-294</b>
9.	July 10, 2017	Association’s Reply in Support of Its Motion for Attorney Fees	<b>Vol II</b>	<b>TRUST386-427</b>
10.	March 21, 2016	Complaint	<b>Vol I</b>	<b>TRUST001-010</b>

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11.	August 30, 2016	Entry of Order Denying Motion to Dismiss and Granting Motion to Amend	<b>Vol II</b>	<b>TRUST250-254</b>
12.	October 11, 2016	Entry of Order of Dismissal of Turnberry	<b>Vol II</b>	<b>TRUST255-258</b>
13.	June 10, 2016	First Amended Complaint	<b>Vol I</b>	<b>TRUST197-206</b>
14.	December 5, 2016	Joint Case Conference Report	<b>Vol II</b>	<b>TRUST259-267</b>
15.	January 23, 2017	MGM and Signature Defendants' Offer of Judgment	<b>Vol II</b>	<b>TRUST268-270</b>
16.	June 27, 2016	MGM Defendants' Answer to First Amended Complaint	<b>Vol I</b>	<b>TRUST213-224</b>
17.	May 9, 2016	MGM Defendants' Motion to Dismiss	<b>Vol I</b>	<b>TRUST014-128</b>
18.	April 16, 2018	Notice of Entry of Order Granting Association Attorney Fees and Costs	<b>Vol II</b>	<b>TRUST439-443</b>
19.	September 15, 2017	Notice of Entry of Order of Dismissal of MGM and Signature Defendants	<b>Vol II</b>	<b>TRUST432-438</b>
20.	July 5, 2016	Signature Condominiums' Answer to First Amended Complaint	<b>Vol II</b>	<b>TRUST236-247</b>

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21.	July 5, 2016	Signature Tower I's Answer to First Amended Complaint	<b>Vol II</b>	<b>TRUST225-235</b>
22.	April 27, 2017	Stipulation and Order of Dismissal of Association	<b>Vol II</b>	<b>TRUST295-296</b>
23.	August 15, 2017	Transcript of Decision Hearing for Association's Motion for Attorney Fees	<b>Vol II</b>	<b>TRUST428-431</b>
24.	May 30, 2018	Trust's Amended Certificate of Service for Notice of Appeal	<b>Vol II</b>	<b>TRUST447-449</b>
25.	May 16, 2018	Trust's Notice of Appeal	<b>Vol II</b>	<b>TRUST444-446</b>
26.	June 5, 2017	Trust's Opposition to Association's Motion for Attorney Fees	<b>Vol II</b>	<b>TRUST371-385</b>
27.	May 19, 2016	Trust's Opposition to MGM Defendants' Motion to Dismiss	<b>Vol I</b>	<b>TRUST135-174</b>
28.	June 7, 2016	Trust's Supplement to Opposition to Motion to Dismiss	<b>Vol I</b>	<b>TRUST175-196</b>
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**Chronological Index of Appendix for 145 East Harmon II Trust *et al.* v.  
The Residences at MGM Grand – Tower A Owners’ Association**

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1 than it is now where the court ordered dismissal “with prejudice” as an adjudication on the  
2 merits.

3 **6. Plaintiffs have not identified a single piece of evidence to support its claim**  
4 **that it filed a meritorious lawsuit against Tower A.**

5 The preceding arguments in this brief have pointed out that the Plaintiffs’ Opposition to  
6 the Motion for Attorneys’ Fees carefully avoids any discussion of numerous facts that are  
7 relevant in this case. The same argument can be made to the Plaintiffs’ attempts to claim that it  
8 filed a meritorious lawsuit against Tower A.

9 Plaintiffs attempts to argue that its Complaint sets forth a meritorious complaint against  
10 Tower A. Yet, the Plaintiffs offer no evidence to support the claim. Plaintiffs ask the court to  
11 basically accept its argument simply because the Plaintiffs say it’s so. Yet, the most significant  
12 evidence which best demonstrates that the Plaintiffs never presented a viable claim for relief  
13 against Tower A is to simply read the Amended Complaint. In that Amended Complaint the  
14 Plaintiffs are guilty of “shotgun” pleading because it fails to distinguish Tower A as an actor  
15 independent from the Signature MGM Defendants. See the Nevada District Court case of  
16 *Garziose v. American Home Products Corp.*, 161 F.Supp.2d 1149 (D.Nev. 2001), wherein the  
17 court dismissed a complaint for lack of personal jurisdiction and in so ruling, the court observed  
18 that “the complaint makes general allegations but fails to specify which defendant did what or  
19 when.” *Id.* at 1153. Plaintiffs attempt to justify its complaint by stating that there were  
20 “rumors” or a particular individual belonging to both boards. Those allegations would not have  
21 been sufficient to overcome Tower A’s Motion for Summary Judgment.

22 As stated in Tower A’s Motion to Dismiss and/or Summary Judgment filed on March  
23 15, 2017, several fact-driven and legal principles were presented by Tower A when it filed its  
24 Motion for Summary Judgment to show that the Plaintiffs had no viable claim against Tower A.  
25 The fact that the Plaintiffs chose to abstain from contesting the Motion for Summary Judgment  
26 speaks volumes about the lack of merit to the Plaintiffs’ claims. As Tower A’s counsel pointed  
27 out in its demand letter for a dismissal dated August 11, 2016, attached hereto as Exhibit “C,”  
28 the fundamental problem with the Plaintiffs’ Complaint was that it is basically attempting to say



1 that if the Signature and MGM Defendants were liable, then Tower A had to also be liable.  
2 Thus, Plaintiffs proceeded against Tower A on a very vague theory of vicarious liability.

3 That very vague theory is also equally vague in the Plaintiffs' Opposition to the Motion  
4 for Attorneys' Fees, which Opposition evasively attempts to justify the filing of the Amended  
5 Complaint against Tower A. Indeed, all that Plaintiffs have offered in its Opposition are a few  
6 unsupported factual assertions that Tower A supposedly controlled an employee of MGM and  
7 that anything MGM knew, Tower A had to know. That evasive argument takes a hop, skip and  
8 a jump without connecting up anything in between as to how or why Tower A could possibly  
9 have any legal liability for any actions that an employee of a different entity chose to undertake.

10 Plaintiffs have offered nothing to show that Tower A had any control over the employee  
11 who allegedly entered the Plaintiffs' condominium through an electronic key device. Plaintiffs  
12 argue that a lady named Jill Archunde is a member of both the MGM Signature Board as well as  
13 the Tower A Board. Yet, Plaintiffs offer no citation to any authority suggesting that one  
14 person's dual membership in two different condominium homeowners' associations could  
15 somehow make a sub-association that is an independent entity liable for the acts of another  
16 independent HOA.

17 In essence, the Plaintiffs, through their prior attorney Eric Tran, were irresponsible in the  
18 first instance in enforcing Tower A to hire counsel to address the Amended Complaint that the  
19 Plaintiffs chose to file. Plaintiffs were further derelict in its duty when it failed to dismiss  
20 Tower A after it agreed to do so. There is also no issue that Plaintiffs' Amended Complaint  
21 attempts to sue Tower A on the basis of the Association's CC&Rs. The CC&Rs clearly provide  
22 for the recovery of attorneys' fees by the prevailing party who obtains a favorable adjudication  
23 of the case on its merits.

24 Tower A's argument that it should not be compelled to issue a notice of special  
25 assessments against all the members to recover attorneys' fees and costs that it has had to pay  
26 out of pocket in this case, is certainly not a bona fide argument in explaining the policy reasons  
27 of why Tower A should recover its attorneys' fees from the Plaintiff in this case. That argument  
28 underscores the whole purpose of the attorneys' fees recovery clause in the CC&Rs. That is, if

1 one single unit owner causes the association to incur attorneys' fees because of misconduct by  
2 the unit owner, then it is the unit owner that should pay the consequence of that conduct rather  
3 than have such cost foisted upon every other member of the association. Indeed it is a policy  
4 argument that merely supports Tower A's entitlement to attorneys' fees under the attorneys'  
5 fees provision in the CC&Rs as well as under NRS 18.010.

6 This court should also be aware that Tower A has in fact paid to Mr. Larsen's law firms,  
7 the full amount of attorneys' fees it is attempting to recover in this case. Thus, the damage to  
8 Tower A and its members is very real and it would be unjust for Tower A to have to recover  
9 those fees by having to increase the assessments to its members.

10 **7. Plaintiffs have not shown any element of unreasonableness of the amount of**  
11 **attorneys' fees Tower A is attempting to recover.**

12 Plaintiffs' primary objection to the amount of attorneys' fees is to simply argue that the  
13 fees were allegedly unnecessary. Yet, as explained in the preceding arguments, Tower A had  
14 the right to seek a timely dismissal in this case with prejudice for many reasons, including  
15 protecting its members from having to disclose a frivolous lawsuit in a resale package.

16 Plaintiffs have not presented any arguments to show that the time and fees incurred in  
17 filing the Motion for Summary Judgment or in filing the Motion for Attorneys' Fees, or in  
18 reviewing the Complaint and preparing a demand letter for a dismissal is in any way  
19 unreasonable.

20 This court is certainly aware of the cost of civil litigation through its experience in a  
21 private legal practice. Thus, this court is certainly in a position to evaluate the time and money  
22 spent in attorneys' fees by Tower A in this case. Tower A will leave it to the court's judgment  
23 as to whether the amount of the fees sought are reasonable in the circumstances of this case.

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**Conclusion**

For the foregoing reasons this Court should grant Tower A’s application for attorneys’ fees.

DATED this 10<sup>th</sup> day of July, 2017.

Respectfully submitted,  
SINGER & LARSEN P.C.

/s/ Brent Larsen  
BRENT LARSEN, ESQ.  
Nevada Bar No. 1184  
4475 S. Pecos Road  
Las Vegas, Nevada 89121  
Attorney for Defendant Tower A

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that I am an employee of SINGER & LARSEN P.C.; that on the  
3 10<sup>th</sup> day of July, 2017, I served a copy of the above and foregoing DEFENDANT’S REPLY IN  
4 SUPPORT OF ITS MOTION FOR ATTORNEYS’ FEES, by way of electronic mail and by  
5 way of electronic means through the Clark County efilng/serving system pursuant to EDCR  
6 8.05(a), to the following:

7 Stephen K. Lewis, Esq.  
8 5538 S. Eastern Avenue  
9 Las Vegas, Nevada 89119  
[steve.lewis@stoamigo.com](mailto:steve.lewis@stoamigo.com)  
Attorney for Plaintiffs

10 Elisa L. Wyatt, Esq.  
11 Wood, Smith, Henning & Berman  
12 7684 W. Lake Mead Blvd., Ste. 150  
ewyatt@wshblaw.com  
13 Las Vegas, Nevada 89128  
Attorney for Defendant,  
The Signature Condominiums, LLC

14  
15 /s/ Suzanne Saavedra-Zaranti  
An Employee of Singer & Larsen P.C.  
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# **Exhibit A**

# **Exhibit A**

## Suzanne Saavedra

---

**From:** Eric Tran <ETran@lipsonneilson.com>  
**Sent:** Monday, September 19, 2016 11:56 AM  
**To:** Brent Larsen  
**Cc:** ewyatt@wshblaw.com; Suzanne Saavedra  
**Subject:** RE: 145 East V. MGM Tower A

Hi Brent,

I have been swamped at work lately and I will be out of the country for the next two weeks. I'll have the voluntary dismissal of tower A done when I come back.

Eric

**From:** Brent Larsen [<mailto:BLarsen@deanerlaw.com>]  
**Sent:** Tuesday, September 13, 2016 5:13 PM  
**To:** Eric Tran <ETran@lipsonneilson.com>  
**Cc:** ewyatt@wshblaw.com; Suzanne Saavedra <SSaavedra@deanerlaw.com>  
**Subject:** RE: 145 East V. MGM Tower A

Hello Eric

On August 26<sup>th</sup> you telephoned me to tell me that you were going to proceed with filing a voluntary dismissal of the Tower A hoa, and that the dismissal would be without prejudice. You also told me that you would have the dismissal filed by the end of the next week. To date I have not seen the dismissal. Please tell me what is going on. I hope to hear from you soon.

Brent Larsen, Esq.  
Deaner, Malan, Larsen & Ciulla  
720 S. Fourth Street, #300  
Las Vegas, Nevada 89101  
(702) 382-6911  
(702) 366-0854 (fax)  
[blarsen@deanerlaw.com](mailto:blarsen@deanerlaw.com)

DO NOT read, copy or disseminate this communication unless you are the intended addressee. This e-mail communication (including any attachments) contains confidential and/or privileged information intended only for the addressee, and is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521. If you have received this communication in error, please reply to this e-mail, or call us immediately at (702) 382-6911, and ask to speak to the sender of the communication. Thank you. Deaner, Malan, Larsen & Ciulla - Attorneys at Law.

# **Exhibit B**

# **Exhibit B**

## **Suzanne Saavedra**

---

**From:** Brent Larsen  
**Sent:** Monday, December 12, 2016 3:33 PM  
**To:** Steve.lewis@stoamigo.com  
**Cc:** Suzanne Saavedra; etran@lipsonneilson.com; ewyatt@wshblaw.com  
**Subject:** FW: 145 E. Harmon II Trust v. MGM Resorts International, et al.  
**Attachments:** Tran.001 8-11-2016 (w-encl).pdf

Hello Steve

Thank you for your recent email. The letter attached to this email is the letter I sent to Mr. Tran back on August 11th, wherein we made a demand to have my client dismissed from the complaint. As a result of that letter Mr. Tran agreed in writing to dismiss my client from the case. Unfortunately, because of Mr. Tran's lack of diligence we now have to start this process all over again. I hope to hear from you soon.

Brent Larsen, Esq.  
Deaner, Malan, Larsen & Ciulla  
720 S. Fourth Street, #300  
Las Vegas, Nevada 89101  
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**From:** Suzanne Saavedra  
**Sent:** Thursday, August 11, 2016 2:05 PM  
**To:** Eric N. Tran Esq. ([etran@lipsonneilson.com](mailto:etran@lipsonneilson.com))  
**Cc:** Brent Larsen  
**Subject:** 145 E. Harmon II Trust v. MGM Resorts International, et al.

Letter of today's date from Mr. Larsen and enclosure are attached.

**Suzanne Saavedra-Zaranti**  
Legal Assistant to Brent Larsen, Esq.  
Deaner, Malan, Larsen & Ciulla  
720 S. Fourth Street, Ste. 300  
Las Vegas, Nevada 89101  
(702) 382-6911  
(702) 366-0854 (fax)  
[ssaavedra@deanerlaw.com](mailto:ssaavedra@deanerlaw.com)

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## Suzanne Saavedra

---

**From:** Steve Lewis <[steve.lewis@stoamigo.com](mailto:steve.lewis@stoamigo.com)>  
**Sent:** Monday, December 12, 2016 4:38 PM  
**To:** Brent Larsen  
**Cc:** Eric Tran; Suzanne Saavedra; [ewyatt@wshblaw.com](mailto:ewyatt@wshblaw.com)  
**Subject:** Re: 145 E. Harmon II Trust v. MGM Resorts International, et al.

Gentlemen,

Please remove me from any emails which contain pointless bickering.

Sent from my iPhone

On Dec 12, 2016, at 4:13 PM, Brent Larsen <[BLarsen@deanerlaw.com](mailto:BLarsen@deanerlaw.com)> wrote:

You need to take a hard look at the email I just sent you. I think you need to take some CLE classes on what professionalism really means. If nothing else you should learn that it is a two way street. If you want to be treated as a professional then start acting like one., by first recognizing how your behavior is reasonably perceived by others.

Brent Larsen, Esq.

Deaner, Malan, Larsen & Ciulla

720 S. Fourth Street, #300

Las Vegas, Nevada 89101

(702) 382-6911

(702) 366-0854 (fax)

[blarsen@deanerlaw.com](mailto:blarsen@deanerlaw.com)

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**From:** Eric Tran [<mailto:ETran@lipsonnellson.com>]

**Sent:** Monday, December 12, 2016 3:44 PM

**To:** Brent Larsen; [Steve.lewis@stoamigo.com](mailto:Steve.lewis@stoamigo.com)

**Cc:** Suzanne Saavedra; [ewyatt@wshblaw.com](mailto:ewyatt@wshblaw.com)

**Subject:** RE: 145 E. Harmon II Trust v. MGM Resorts International, et al.

Mr. Larsen,

I am going to respectfully request that you refrain from making side comments such as "because of Mr. Tran's lack of diligence we now have to start this process all over again."

I don't need to get into a back and forth with you regarding this. Mr. Lewis is now counsel for Plaintiffs. Please be professional and direct all your communication to Mr. Lewis.

Eric Tran

**From:** Brent Larsen [mailto:[BLarsen@deanerlaw.com](mailto:BLarsen@deanerlaw.com)]  
**Sent:** Monday, December 12, 2016 3:33 PM  
**To:** [Steve.lewis@stoamlgo.com](mailto:Steve.lewis@stoamlgo.com)  
**Cc:** Suzanne Saavedra <[ssaavedra@deanerlaw.com](mailto:ssaavedra@deanerlaw.com)>; Eric Tran <[ETran@lipsonneilson.com](mailto:ETran@lipsonneilson.com)>; [ewyatt@wshblaw.com](mailto:ewyatt@wshblaw.com)  
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**From:** Suzanne Saavedra  
**Sent:** Thursday, August 11, 2016 2:05 PM  
**To:** Eric N. Tran Esq. ([etran@lipsonneilson.com](mailto:etran@lipsonneilson.com))  
**Cc:** Brent Larsen  
**Subject:** 145 E. Harmon II Trust v. MGM Resorts International, et al.

Letter of today's date from Mr. Larsen and enclosure are attached.

**Suzanne Saavedra-Zaranti**  
Legal Assistant to Brent Larsen, Esq.  
Deaner, Malan, Larsen & Ciulla  
720 S. Fourth Street, Ste. 300  
Las Vegas, Nevada 89101  
(702) 382-8911  
(702) 366-0854 (fax)  
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# Exhibit C

# Exhibit C

**DEANER, MALAN, LARSEN & CIULLA**  
**Attorneys at Law**

Charles W. Deaner  
Douglas R. Malan  
Brent A. Larsen  
Anthony Ciulla

Of Counsel:  
Thomas D. Beatty

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J. Douglas Deaner  
(1944-1990)

Also Licensed In:  
7 Utah

August 11, 2016

**VIA EMAIL ([etran@lipsonneilson.com](mailto:etran@lipsonneilson.com))**  
**and U.S. MAIL**

Eric N. Tran, Esq.  
Lipson, Neilson, Cole, Seltzer & Garin  
9900 Covington Cross Drive, Ste. 120  
Las Vegas, Nevada 89144

Re: *145 East Harmon II Trust, et al. v. MGM Resorts International, et al.*  
Case No.: A-16-733764-C

Dear Eric:

Since we last spoke on the telephone, I have had the opportunity to review the Complaint in the above-referenced matter. Based on what I saw in the Complaint, I must ask you to voluntarily dismiss my client, The Residences at MGM Grand - Tower A Owners' Association (hereinafter "Tower A"). In your Complaint you state that my client is a limited liability company. In fact, it is a non-profit homeowners' association. This is a fact you could have easily ascertained from the Nevada Secretary of State records prior to filing your Complaint. Please see the enclosed printout from the Secretary of State.

On behalf of my client I must object to the "gunshot method" of your Complaint in that you are seemingly naming as a Defendant every conceivable entity that ever had any association with your client's property, regardless of whether they had anything to do with the employee who you claim made an allegedly unlawful entry into your client's property. Before you named my client as a Defendant, however, I believe that your NRCP 11 obligations required you to do more due diligence in investigating any alleged involvement that Tower A had regarding the particular unauthorized entry that is the subject of your Complaint.

Moreover, your own client should know, based on the amount of annual assessments that it pays into the Tower A Association, that Tower A's assessment collections could not allow it to have a budget to hire employees or a staff. For your information, the annual assessments at Tower A run from \$25 to \$50 per unit. Thus, the employee that you are complaining about is clearly an employee of some entity other than my client.

Another objection that I have to your Complaint is that it repeatedly uses the phrase the "MGM Defendants." Your own Complaint identifies certain MGM Defendants as being subsidiaries of MGM International. However, your Complaint very carefully acknowledges that my client is not a subsidiary of MGM International. Yet, while you make a distinction between my client and the other MGM Defendants in terms of its ownership, you make no distinction in any other part of the Complaint as to what my client's alleged involvement is or was with any of the other Defendants' role in dealing with your client's property. Instead, you merely lumped all the Defendants together in alleged wrongdoing, without mentioning any particular act of wrongdoing by my client.

You also make an allegation that each and every Defendant in the Complaint owns an interest in your client's property. Your client knows that my client is merely a sub-association in a condominium hotel development. As such my client does not own any property. Please tell me what your pre-complaint investigation turned up to support any allegation that my client owns any property, and in particular any interest in your client's property.

If you do not voluntarily dismiss my client, you will force my client to incur unnecessary attorneys fees. When we prevail in this matter, my client will have to consider filing a special assessment lien against your client because your client will be the sole cause of having caused my client to unnecessarily incur expenses in the way of attorneys fees. It makes no sense that all the other owners in Tower A should have to pay the cost for attorneys fees in defending your client's frivolous claims, when such expenses should have been avoided if you and your client had been more diligent in ascertaining whether my client was ever involved with the employee's actions that you are complaining about.

Moreover, if you do not dismiss my client from this case, then you are going to compel us to file a motion to dismiss for failure to state a claim, or for a more definite statement, because your Complaint fails to give any particulars as to what role, if any, you allege my client had in entering into your client's property. While it may be true that an employee of one of the other Defendants entered your client's property, your Complaint has no specific or direct allegation that could possibly place any of my client's representatives at the scene of the allegations that are the subject of your Complaint. Your Complaint is completely void of mentioning any such facts.

Based on the foregoing, we respectfully request that you dismiss my client from this case. In our last telephone conversation you stated that it is up to my client to prove to you that my client was not involved. I believe you are proceeding from an erroneous premise because the Plaintiff has the initial burden of proof and persuasion, and even the initial duty, before suing a defendant, to make a proper and diligent investigation as to whether the targeted defendant had any real connection to the allegations being made in the Complaint.

Eric N. Tran, Esq.  
August 11, 2016  
Page No. 3

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I am of the belief that you do not have any evidence to tie my client into any of the allegations in your Complaint setting forth a claim for wrongful entry into the property. If I am correct in that belief, then it is your duty to immediately dismiss my client from this case. The failure to do so will present serious repercussions.

If you are in possession of any facts that can tie my client into your client's claims, then I would be more than happy to receive such information.

I look forward to hearing from you.

Sincerely,

DEANER, MALAN, LARSEN & CIULLA



Brent Larsen, Esq.

BAL/ss  
Encl.  
cc: Clients

# THE RESIDENCES AT MGM GRAND - TOWER A OWNERS' ASSOCIATION

Business Entity Information			
Status:	Active	File Date:	1/8/2004
Type:	Domestic Non-Profit Corporation	Entity Number:	C369-2004
Qualifying State:	NV	List of Officers Due:	1/31/2017
Managed By:		Expiration Date:	
NV Business ID:	NV20041348418	Business License Exp:	

Additional Information	
Central Index Key:	

Registered Agent Information			
Name:	ASSOCIA NEVADA SOUTH	Address 1:	3675 W CHEYENNE AVE STE 100
Address 2:		City:	NORTH LAS VEGAS
State:	NV	Zip Code:	89032
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Other		
Jurisdiction:	NORTH LAS VEGAS	Status:	Active

Financial Information	
No Par Share Count:	0
Capital Amount:	\$ 0
No stock records found for this company	

Officers		<input type="checkbox"/> Include Inactive Officers	
Director - JILL ARCHUNDE			
Address 1:	3675 WEST CHEYENNE AVENUE, SUITE 100	Address 2:	
City:	NORTH LAS VEGAS	State:	NV
Zip Code:	89032	Country:	USA
Status:	Active	Email:	
Secretary - ROBERT BERGER			
Address 1:	3675 WEST CHEYENNE AVENUE, SUITE 100	Address 2:	
City:	NORTH LAS VEGAS	State:	NV
Zip Code:	89032	Country:	USA
Status:	Active	Email:	
Treasurer - ROBERT BERGER			
Address 1:	3675 WEST CHEYENNE AVENUE, SUITE 100	Address 2:	
City:	NORTH LAS VEGAS	State:	NV
Zip Code:	89032	Country:	USA
Status:	Active	Email:	
President - TITUS SGRO			
Address 1:	3675 WEST CHEYENNE AVENUE, SUITE 100	Address 2:	

City:	NORTH LAS VEGAS	State:	NV
Zip Code:	89032	Country:	USA
Status:	Active	Email:	

- Actions/Amendments			
Action Type:	Articles of Incorporation		
Document Number:	C359-2004-001	# of Pages:	6
File Date:	1/9/2004	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	C359-2004-002	# of Pages:	2
File Date:	6/10/2004	Effective Date:	
List of Officers for 2004 to 2006			
Action Type:	Registered Agent Resignation		
Document Number:	C359-2004-003	# of Pages:	4
File Date:	8/8/2004	Effective Date:	
GORDON & SILVER, LTD. 8TH FLOOR			
3986 HOWARD HUGHES PARKWAY LAS VEGAS NV 89109 RAF			
Action Type:	Annual List		
Document Number:	C359-2004-004	# of Pages:	3
File Date:	12/17/2004	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20050057807-64	# of Pages:	1
File Date:	2/22/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20050094483-23	# of Pages:	1
File Date:	3/31/2006	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	20050094482-14	# of Pages:	1
File Date:	3/31/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060014099-01	# of Pages:	2
File Date:	1/10/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060776791-35	# of Pages:	1
File Date:	12/1/2006	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Address Change		
Document Number:	20060812637-43	# of Pages:	1
File Date:	12/19/2006	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	20070001848-31	# of Pages:	1
File Date:	12/28/2007	Effective Date:	
(No notes for this action)			



Action Type:	Annual List		
Document Number:	20080054435-61	# of Pages:	1
File Date:	1/24/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080054721-72	# of Pages:	1
File Date:	1/26/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100389707-07	# of Pages:	1
File Date:	5/21/2010	Effective Date:	
2010/2011			
Action Type:	Annual List		
Document Number:	20110086886-49	# of Pages:	1
File Date:	1/27/2011	Effective Date:	
ALO2011-2012			
Action Type:	Annual List		
Document Number:	20120041125-51	# of Pages:	1
File Date:	1/20/2012	Effective Date:	
42-43			
Action Type:	Annual List		
Document Number:	20130223795-25	# of Pages:	1
File Date:	4/3/2013	Effective Date:	
(No notes for this action)			
Action Type:	Miscellaneous		
Document Number:	20130311845-98	# of Pages:	1
File Date:	5/8/2013	Effective Date:	
Pursuant to NRS 116 & 78.170(2)			
Action Type:	Miscellaneous		
Document Number:	20130451614-67	# of Pages:	1
File Date:	7/3/2013	Effective Date:	
PURSUANT TO NRS 116			
Action Type:	Miscellaneous		
Document Number:	20140075514-00	# of Pages:	1
File Date:	1/28/2014	Effective Date:	
PURSUANT TO NRS 116			
Action Type:	Miscellaneous		
Document Number:	20140083424-89	# of Pages:	1
File Date:	2/6/2014	Effective Date:	
PURSUANT TO NRS 116			
Action Type:	Annual List		
Document Number:	20140123068-96	# of Pages:	1
File Date:	2/20/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140785767-07	# of Pages:	1
File Date:	12/1/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20160622020-28	# of Pages:	1

File Date:	11/30/2015	Effective Date:	
(No notes for this action)			

# Exhibit D

# Exhibit D

[Skip to Main Content](#) [Logout My Account](#) [Search Menu](#) [New District Civil/Criminal Search](#) [Refine Search](#) [Back](#) Location: District Court Civil/Criminal [Help](#)

## REGISTER OF ACTIONS

### CASE NO. A-16-733764-C

145 East Harmon Trust, Plaintiff(s) vs. Turnberry/MGM Grand Towers LLC,  
Defendant(s)

§  
§  
§  
§  
§

Case Type: Negligence - Other Negligence  
Date Filed: 03/21/2016  
Location: Department 18  
Cross-Reference Case Number: A733764

#### PARTY INFORMATION

Defendant	MGM Grand Condominiums LLC	Lead Attorneys Janice M Michaels Retained 702-251-4100(W)
Defendant	MGM Resorts International	Janice M Michaels Retained 702-251-4100(W)
Defendant	Signature Condominiums LLC	
Defendant	Signature Tower 1 LLC	
Defendant	The Residences at MGM Grand - Tower A Owners' Association	Brent A. Larsen Retained 702-454-2111(W)
Defendant	Turnberry/MGM Grand Towers LLC	Gregory E. Garman Retained 7027985555(W)
Plaintiff	145 East Harmon Trust	Stephen K. Lewis Retained 702-385-9695(W)
Plaintiff	Tan, Anthony	Stephen K. Lewis Retained 702-385-9695(W)

#### EVENTS & ORDERS OF THE COURT

08/08/2016	<b>DISPOSITIONS</b> Order of Dismissal With Prejudice (Judicial Officer: Gonzalez, Elizabeth) Debtors: Turnberry/MGM Grand Towers LLC (Defendant) Creditors: 145 East Harmon Trust (Plaintiff) Judgment: 06/08/2016, Docketed: 08/15/2016
04/27/2017	Order of Dismissal With Prejudice (Judicial Officer: Barker, David) Debtors: 145 East Harmon Trust (Plaintiff), Anthony Tan (Plaintiff) Creditors: Residences at the MGM Grand Tower A Owner's Association (Defendant) Judgment: 04/27/2017, Docketed: 05/04/2017
03/21/2016	<b>OTHER EVENTS AND HEARINGS</b> Complaint
04/13/2016	Initial Appearance Fee Disclosure
04/14/2016	Affidavit of Service
04/14/2016	Affidavit of Service
04/21/2016	Affidavit of Service
05/04/2016	Summons Issued
05/04/2016	Summons
05/04/2016	Summons Issued
05/04/2016	Summons

05/04/2016 Summons Issued  
 Summons  
 05/04/2016 Demand for Jury Trial  
 Demand For Jury Trial  
 05/09/2016 Motion to Dismiss  
 Defendants' Motion to Dismiss Plaintiff's Complaint  
 05/09/2016 Initial Appearance Fee Disclosure  
 Initial Appearance Fee Disclosure  
 05/11/2016 Three Day Notice of Intent to Default  
 Three Day Notice of Intent to Default Against Defendant Turnberry/MGM Grand Towers, LLC  
 05/16/2016 Joinder To Motion  
 Defendant, Turnberry/MGM Grand Towers, LLC's Joinder and Motion to Dismiss Plaintiff's Complaint  
 05/16/2016 Initial Appearance Fee Disclosure  
 Initial Appearance Fee Disclosure  
 05/19/2016 Opposition to Motion to Dismiss  
 Opposition to Motion to Dismiss, or in the alternative, Motion to Amend  
 05/24/2016 Certificate of Electronic Service  
 Certificate of Service  
 06/02/2016 Reply in Support  
 Reply in Support of Defendants' Motion to Dismiss Plaintiff's Complaint  
 06/07/2016 Supplement to Opposition  
 Supplement to Plaintiff's Opposition to Defendants' Motion to Dismiss; and Reply in Support of Motion to Amend the Complaint  
 06/08/2016 Stipulation and Order for Dismissal With Prejudice  
 Stipulation and Order for Dismissal of Defendant Turnberry/ MGM Grand Towers LLC  
 06/09/2016 Motion to Dismiss (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)  
 Defendants' Motion to Dismiss Plaintiff's Complaint  
 Result: Denied  
 06/09/2016 Joinder (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)  
 Defendant, Turnberry/MGM Grand Towers, LLC's Joinder and Motion to Dismiss Plaintiff's Complaint  
 Result: Matter Heard  
 06/09/2016 All Pending Motions (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)  
Parties Present  
Minutes  
 Result: Matter Heard  
 06/10/2016 First Amended Complaint  
 First Amended Complaint  
 06/13/2016 Certificate of Electronic Service  
 Certificate of Service  
 06/21/2016 Three Day Notice of Intent to Default  
 Three Day Notice of Intent To Default Against Defendant MGM Grand Condominiums, LLC  
 06/21/2016 Three Day Notice of Intent to Default  
 Three Day Notice of Intent to Default Against Defendant MGM Resorts International  
 06/21/2016 Summons  
 Summons and Affidavit of Service on Defendant Signature Tower I, LLC  
 06/21/2016 Summons  
 Summons and Affidavit of Service on Defendant The Signature Condominiums, LLC  
 06/27/2016 Answer to Amended Complaint  
 MGM Resorts International and MGM Grand Condominiums, LLC's Answer to Plaintiff's First Amended Complaint  
 06/27/2016 Disclosure Statement  
 MGM Grand Condominiums, LLC's NRC 7.1 Disclosure Statement  
 06/27/2016 Disclosure Statement  
 Defendant MGM Resorts International's NRCP 7.1 Disclosure Statement  
 07/06/2016 Answer to Amended Complaint  
 Signature Tower I, LLC's Answer to Plaintiff's First Amended Complaint  
 07/05/2016 Answer to Amended Complaint  
 The Signature Condominiums, LLC's Answer to Plaintiff's First Amended Complaint  
 07/05/2016 Initial Appearance Fee Disclosure  
 Initial Appearance Fee Disclosure  
 07/05/2016 Disclosure Statement  
 Defendant The Signature Tower I, LLC's NRCP 7.1 Disclosure Statement  
 07/05/2016 Disclosure Statement  
 Defendant The Signature Condominiums, LLC's NRCP 7.1 Disclosure Statement  
 07/05/2016 Demand for Jury Trial  
 Defendants' MGM Resorts International, MGM Grand Condominiums, LLC, The Signature Condominiums, LLC and Signature Tower I, LLC's  
 Demand for Jury Trial  
 07/25/2016 Notice of Early Case Conference  
 Notice of Early Case Conference  
 07/25/2016 Summons  
 Summons  
 07/25/2016 Notice of Change of Address  
 Notice of Change of Attorney Address  
 07/25/2016 Order Denying Motion  
 Order Denying Defendants' Motion to Dismiss and Granting Plaintiff's Counter Motion to Amend  
 07/26/2016 Three Day Notice of Intent to Default  
 Three Day Notice of Intent to Default Against The Residences at MGM Grand - Tower A Owners' Association  
 07/28/2016 Notice  
 Notice to Vacate and Re-Schedule Early Case Conference  
 08/16/2016 Affidavit  
 Affidavit of Service  
 08/30/2016 Notice of Entry of Order  
 Notice of Entry of Order Denying Defendants' Motion to Dismiss and Granting Plaintiff's Counter Motion to Amend  
 09/02/2016 Commissioners Decision on Request for Exemption - Granted  
 Commissioners Decision on Request for Exemption - Granted

09/06/2016	Arbitration File <i>Arbitration File</i>
09/14/2016	Notice of Early Case Conference <i>Notice of Early Case Conference</i>
10/11/2016	Notice of Entry <i>Notice of Entry of Stipulation and Order for Dismissal of Defendant Turnberry/MGM Grand Towers, LLC</i>
12/05/2016	Joint Case Conference Report <i>Joint Case Conference Report</i>
12/08/2016	Substitution of Attorney <i>Substitution of Attorney</i>
01/02/2017	Case Reassigned to Department 18 <i>Case reassigned from Judge Elizabeth Gonzalez Dept 11</i>
02/17/2017	Scheduling Order <i>Scheduling Order</i>
02/24/2017	Order Setting Civil Jury Trial <i>Order Setting Civil Jury Trial</i>
03/15/2017	Motion to Dismiss <i>Motion to Dismiss or, in the Alternative, Motion for Summary Judgment</i>
03/16/2017	Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure</i>
04/17/2017	Notice of Change of Address <i>Notice of Change of Address and Firm Name</i>
04/27/2017	Stipulation and Order for Dismissal With Prejudice <i>Stipulation and Order for Dismissal</i>
04/28/2017	Notice of Entry of Order for Dismissal With Prejudice <i>Notice of Entry of Order</i>
04/28/2017	Memorandum of Costs and Disbursements <i>Memorandum of Costs and Disbursements</i>
05/02/2017	CANCELED Motion to Dismiss (9:00 AM) (Judicial Officer Estes, Robert) <i>Vacated - per Stipulation and Order</i> <i>Motion to Dismiss or, in the Alternative, Motion for Summary Judgment</i>
05/18/2017	Motion for Attorney Fees <i>Motion for Attorneys' Fees</i>
06/05/2017	Administrative Reassignment - Judicial Officer Change <i>From Judge David Barker to Judge Mark B. Bailus</i>
06/05/2017	Opposition <i>PLAINTIFF'S OPPOSITION TO DEFENDANT THE RESIDENCES AT MGM GRAND TOWER A OWNERS ASSOCIATION'S MOTION FOR ATTORNEYS FEES</i>
06/06/2017	Exhibits <i>EXHIBITS FOR PLAINTIFF'S OPPOSITION TO DEFENDANT THE RESIDENCES AT MGM GRAND TOWER A OWNERS ASSOCIATION'S MOTION FOR ATTORNEYS FEES</i>
06/20/2017	Stipulation and Order <i>Stipulation and Order to Continue Hearing</i>
06/26/2017	Notice of Entry of Order <i>Notice of Entry of Order</i>
07/13/2017	Motion for Attorney Fees (9:00 AM) (Judicial Officer Bailus, Mark B) <i>Defendant, The Residences at MGM Grand - Tower A Owners' Association's Motion for Attorneys' Fees</i> <i>06/20/2017 Reset by Court to 07/13/2017</i>
10/03/2017	Pre Trial Conference (9:00 AM) (Judicial Officer Bailus, Mark B)
11/07/2017	Calendar Call (9:00 AM) (Judicial Officer Bailus, Mark B)
11/13/2017	Jury Trial (9:00 AM) (Judicial Officer Bailus, Mark B)

## FINANCIAL INFORMATION

	Defendant MGM Grand Condominiums LLC		
	Total Financial Assessment		30.00
	Total Payments and Credits		30.00
	Balance Due as of 07/10/2017		0.00
05/09/2016	Transaction Assessment		30.00
05/09/2016	File Payment	Receipt # 2016-44946-CCCLK	MGM Grand Condominiums (30.00)
	Defendant MGM Resorts International		
	Total Financial Assessment		223.00
	Total Payments and Credits		223.00
	Balance Due as of 07/10/2017		0.00
05/09/2016	Transaction Assessment		223.00
05/09/2016	File Payment	Receipt # 2016-44945-CCCLK	MGM Resorts International (223.00)
	Defendant Residences at the MGM Grand Tower A Owner's Association		
	Total Financial Assessment		430.00
	Total Payments and Credits		430.00
	Balance Due as of 07/10/2017		0.00
03/16/2017	Transaction Assessment		228.50
03/16/2017	File Payment	Receipt # 2017-25460-CCCLK	(228.00)

03/16/2017	File Payment	Receipt # 2017-25487-CCCLK	The Residences at the MGM Grand Tower A Owner's Association	
03/16/2017	Transaction Assessment		The Residences at the MGM Grand Tower A Owner's Association	(3.50)
03/16/2017	File Payment	Receipt # 2017-25489-CCCLK	The Residences at the MGM Grand Tower A Owner's Association	203.50
03/16/2017	File Payment	Receipt # 2017-25490-CCCLK	The Residences at the MGM Grand Tower A Owner's Association	(200.00)
			The Residences at the MGM Grand Tower A Owner's Association	(3.50)
	Defendant Signature Condominiums LLC			
	Total Financial Assessment			223.00
	Total Payments and Credits			223.00
	Balance Due as of 07/10/2017			0.00
07/05/2018	Transaction Assessment			223.00
07/05/2018	File Payment	Receipt # 2018-84145-CCCLK	The Signature Condominiums LLC	(223.00)
	Defendant Signature Tower 1 LLC			
	Total Financial Assessment			223.00
	Total Payments and Credits			223.00
	Balance Due as of 07/10/2017			0.00
07/05/2018	Transaction Assessment			223.00
07/05/2018	File Payment	Receipt # 2018-84144-CCCLK	Signature Tower 1 LLC	(223.00)
	Defendant Turnberry/MGM Grand Towers LLC			
	Total Financial Assessment			223.00
	Total Payments and Credits			223.00
	Balance Due as of 07/10/2017			0.00
05/17/2018	Transaction Assessment			223.00
05/17/2018	File Payment	Receipt # 2018-47848-CCCLK	Turnberry/MGM Grand Towers LLC	(223.00)
	Plaintiff 145 East Harmon Trust			
	Total Financial Assessment			270.00
	Total Payments and Credits			270.00
	Balance Due as of 07/10/2017			0.00
03/21/2018	Transaction Assessment			270.00
03/21/2018	File Payment	Receipt # 2018-28388-CCCLK	145 East Harmon Trust	(270.00)

# Exhibit E

# Exhibit E



385 P.3d 50 (Table)  
Unpublished Disposition  
Supreme Court of Nevada.

Charles AZZARELLO; and  
Judy Kritikos, Appellants,  
v.

HUMBOLDT RIVER RANCH ASSOCIATION,  
a Nevada Nonprofit Corporation, Respondent.

No. 68147

FILED OCTOBER 14, 2016

Attorneys and Law Firms

Kern & Associates, Ltd.

Kent Law

#### ORDER OF AFFIRMANCE

\*1 This is an appeal from a district court order denying a motion for attorney fees and costs. Eleventh Judicial District Court, Pershing County; Noel E. Manoukian, Senior Judge.

Having considered the parties' arguments, we conclude that the district court properly denied appellants' request for attorney fees and costs. See *In re Estate of Miller*, 125 Nev. 550, 552–53, 216 P.3d 239, 241 (2009) (reviewing de novo whether a party is eligible for an award of fees and costs when the party's eligibility is a question of law). In particular, appellants were not a "prevailing party" for purposes of NRS 18.010(2)(b) or the CC&Rs because they did not "succeed[ ] on any significant issue in [the] litigation which achieve[d] some of the benefit [they] sought." *Lus Vegas Metro. Police Dep't v. Blackjack Bonding, Inc.*, 131 Nev., Adv. Op. 10, 343 P.3d 608, 615 (2015) (internal quotation omitted). Rather, respondent voluntarily dismissed the case without prejudice, see NRCP 41(a)(1), meaning that no issues were decided whatsoever. See *Lorillard Tobacco Co. v. Engida*, 611 F.3d 1209, 1215 (10th Cir. 2010) ("Voluntary dismissal

of an action ordinarily does not create a prevailing party because in order to create a prevailing party there must be a 'judicially sanctioned change in the legal relationship of the parties.' " (quoting *Buckhannon Bd. & Care Home, Inc. v. W. Va. Dep't of Health & Human Res.*, 532 U.S. 598, 605 (2001)); *Oscar v. Alaska Dep't of Educ. & Early Dev.*, 541 F.3d 978, 981–82 (9th Cir. 2008); *RFR Indus., Inc. v. Century Steps, Inc.*, 477 F.3d 1348, 1353 (Fed. Cir. 2007).

Appellants nevertheless contend that the district court erred in denying their December 2014 motion to dismiss, evidently based on the belief that the granting of that motion would have constituted a "judgment" for purposes of enabling them to seek fees and costs as the prevailing party. Cf. *MB Am., Inc. v. Alaska Pac. Leasing*, 132 Nev., Adv. Op. 8, 367 P.3d 1286, 1292 (2016) ("A party to an action cannot be considered a prevailing party within the contemplation of NRS 18.010, where the action has not proceeded to judgment." (quoting *Works v. Kuhn*, 103 Nev. 65, 68, 732 P.2d 1373, 1376 (1987))). Appellants' December 2014 motion, however, cannot reasonably be construed as seeking a dismissal with prejudice, as they acknowledged that "[t]here are no issues in this action that will not be addressed in the two actions that have subsequently been filed by the parties." <sup>1</sup> Thus, even if the district court had granted appellants' December 2014 motion, appellants still would not have been the prevailing party for the same reason described above. See *Oscar*, 541 F.3d at 981–82; *U.S. v. Milner*, 583 F.3d 1174, 1196–97 (9th Cir. 2009); *McKnight v. 12th & Div. Props., LLC*, 709 F. Supp. 2d 653, 656 (M.D. Tenn. 2010). Beyond this potential issue, appellants' challenge to the denial of their December 2014 motion is moot. We therefore affirm the district court's May 5, 2015, order denying appellants' motion for attorney fees and costs.

\*2 It is so ORDERED. <sup>2</sup>

#### All Citations

385 P.3d 50 (Table), 2016 WL 6072420

#### Footnotes

- 1 Although appellants' motion requested dismissal with prejudice, that request cannot be reconciled with their acknowledgment that dismissal of the underlying action would not preclude litigation of the same claims and issues in the parties' other two actions. Thus, appellants' motion amounted to a request for dismissal without prejudice. Cf. *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1067, 194 P.3d 709, 715 (2008) (recognizing that dismissal with prejudice has preclusive effect); *Holt v. Reg'l Tr. Servs. Corp.*, 127 Nev. 886, 895, 286 P.3d 602, 607-08 (2011) (recognizing that dismissal does not have preclusive effect when the dismissal "expressly reserves the right to maintain a second action" (quotation omitted)).
- 2 Respondent's request for NRAP 36 sanctions is denied.

---

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# **Exhibit F**

# **Exhibit F**

2017 WL 1829959

Only the Westlaw citation is currently available.

This is an unpublished decision. See Nevada Rules of Appellate Procedure, Rule 36(c) before citing.

Court of Appeals of Nevada.

Susan **SHALOV**, Appellant,  
v.

Ramzy P. **LADAH**, an Individual; **Ladah** Law Firm PLLC, a Nevada Professional Limited Liability Company; and Las Vegas Personal Injury, LLC, a Nevada Limited Liability Company, Respondents.

No. 69973

Filed April 28, 2017

Attorneys and Law Firms

Susan Shalov

Laxalt & Nomura, Ltd./Las Vegas

Before Silver, C.J., Tao and Gibbons, JJ.

#### ORDER OF AFFIRMANCE

\*1 Appellant Susan **Shalov** appeals from a district court post-judgment order awarding costs in a tort action. Eighth Judicial District Court, Clark County; Susan Johnson, Judge.<sup>1</sup>

**Shalov** sued respondents Ramzy **Ladah**, the **Ladah** Law Firm, PLLC, and Las Vegas Personal Injury, LLC, (collectively referred to as **Ladah**) asserting claims for legal malpractice and breach of fiduciary duty. After **Shalov** refused to have her deposition taken, **Ladah** moved for dismissal of her action under NRCP 37, and the district court ultimately granted that motion. **Ladah** then moved for an award of costs under NRS 18.020(3), which requires costs to be awarded to the prevailing party in an action for the recovery of money or damages in excess of \$2500. The district court later granted that motion in part, and this appeal followed.

On appeal, **Shalov** first argues that **Ladah** was not the prevailing party for purposes of NRS 18.020 because the underlying proceeding was not resolved by a trial on the merits. To prevail for purposes of NRS 18.020, a party must "succeed[ ] on any significant issue ... which achieves some of the benefit [he or she] sought." *Valley Elec. Ass'n v. Overfield*, 121 Nev. 7, 10, 106 P.3d 1198, 1200 (2005) (internal quotation marks omitted) (defining "prevailing party" for costs purposes and explaining that the term is broadly construed to include defendants).

Here, **Ladah** obtained a dismissal under NRCP 37, which is an adjudication on the merits that precludes **Shalov** from bringing the same claims against him again. See NRCP 41(b) (providing that "[u]nless the court in its order for dismissal otherwise specifies, a dismissal" for failure to comply with the rules of civil procedure "operates as an adjudication upon the merits"); see also *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1057-58, 194 P.3d 709, 715 (2008) (recognizing that the dismissals identified by NRCP 41(b) are meant to have preclusive effect, and treating the NRCP 41(b) dismissal order in that case as a valid final judgment satisfying the elements of claim preclusion). And because the dismissal constituted an adjudication on the merits, **Ladah** prevailed for purposes of NRS 18.020. See *Carter v. Inc. Vill. of Ocean Beach*, 759 F.3d 159, 165 (2d Cir. 2014) (recognizing that a defendant will be considered the prevailing party where the judgment constitutes an adjudication on the merits for purposes of claim preclusion) (citing *Buckhannon Bd. & Care Home, Inc. v. W. Va. Dep't of Health and Human Res.*, 532 U.S. 598 (2001)); *Szabo Food Serv., Inc. v. Canteen Corp.*, 823 F.2d 1073, 1076-77 (7th Cir. 1987) ("A dismissal under Rule 41(a) is unlike a dismissal with prejudice under Rule 41(b), which enables the defendant to say that he has 'prevailed.' "); see also *Foster v. Dingwall*, 126 Nev. 56, 71-73, 227 P.3d 1042, 1052-53 (2010) (affirming an award of attorney and special master fees to a third-party plaintiff as the prevailing party where the third-party defendants' answer was struck and a default judgment was entered pursuant to NRCP 37). Thus, reversal is not warranted on this basis.

\*2 **Shalov** next challenges whether **Ladah** necessarily incurred costs for retaining expert witnesses, arguing that they were retained for an improper purpose and ultimately did not testify. Expert witness fees are not

recoverable as costs unless they were necessarily incurred. See NRS 18.005(5) (authorizing recovery of certain expert witness fees); see also *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. —, —, 345 P.3d 1049, 1054 (2015) (explaining that costs are not recoverable unless they were necessarily incurred). Here, although the underlying proceeding was dismissed before Ladah's experts could testify, it was necessary for him to incur the costs of retaining these experts to prepare to contest issues that would have been raised had Shalov's case proceeded to trial. See *Semenza v. Nev. Med. Liab. Ins. Co.*, 104 Nev. 666, 667-68, 765 P.2d 184, 185 (1988) (explaining that a plaintiff in a legal malpractice action must establish that an attorney-client relationship existed, that the attorney owed the client a duty and breached it, and that the breach proximately caused the client's damages); *Bebo Constr. Co. v. Mattox & O'Brien, P.C.*, 990 P.2d 78, 83 (Colo. 1999) (recognizing that the causation element of a legal malpractice action requires the plaintiff to "demonstrate that the claim underlying [it would] have been successful

if the attorney had acted in accordance with his or her duties"); cf. *Bergman v. Boyce*, 109 Nev. 670, 679-80, 856 P.2d 560, 566 (1993) (holding that percipient witnesses need not testify at trial for their fees to be recoverable as costs). Thus, Shalov failed to demonstrate that reversal is warranted on this basis.

Based on the foregoing, Shalov has not established that the district court abused its discretion in granting Ladah's motion for costs under NRS 18.020(3). See *Gunderson v. D.R. Horton, Inc.*, 130 Nev. —, —, 319 P.3d 606, 615 (2014) (providing that district court orders awarding costs are reviewable for an abuse of discretion). Accordingly, we affirm the district court's decision.

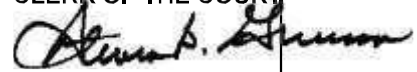
It is so ORDERED.<sup>2</sup>

All Citations

Slip Copy, 2017 WL 1829959

#### Footnotes

- 1 To the extent Shalov's arguments can be construed as challenging the dismissal of her claims, we lack jurisdiction to consider them. In particular, the district court's November 30, 2015, dismissal order constituted the final judgment in the underlying case, see *Lee v. GNLV Corp.*, 116 Nev. 424, 426, 998 P.2d 416, 417 (2000) (defining what constitutes a final, appealable judgment), and Shalov failed to timely appeal that decision. See NRAP 4(a)(1) (setting forth the time for taking an appeal). Although the post-judgment order at issue here also purports to dismiss Shalov's action, that portion of the order was duplicative of the November 30 final judgment and Shalov cannot challenge the dismissal of her claims through an appeal from this post-judgment decision. See *Campos-Garcia v. Johnson*, 130 Nev. —, —, 331 P.3d 890, 890 (2014) (explaining that "an appeal must be taken from an appealable order when first entered" and that duplicative judgments are not appealable and generally should not be rendered).
- 2 We have considered Shalov's remaining arguments and conclude that they do not provide a basis for reversal.



RTRAN

DISTRICT COURT  
CLARK COUNTY, NEVADA

145 EAST HARMON TRUST,  
Plaintiff,  
vs.  
TURNBERRY/MGM GRAND  
TOWERS, LLC,  
Defendant.

CASE NO: A-16-733764-C  
DEPT. XVIII

BEFORE THE HONORABLE MARK B. BAILUS, DISTRICT COURT JUDGE  
TUESDAY, AUGUST 15, 2017

**RECORDER'S TRANSCRIPT OF HEARING RE:  
DECISION-DEFENDANT, THE RESIDENCES AT MGM GRAND-  
TOWER A OWNERS' ASSOCIATION'S MOTION FOR ATTORNEYS'  
FEES**

APPEARANCES:

For the Plaintiff: STEPHEN L. LEWIS, ESQ.

For the Defendant: BRENT A. LARSEN, ESQ.

RECORDED BY: ROBIN PAGE, COURT RECORDER

1 Las Vegas, Nevada; Tuesday, August 15, 2017

2  
3 [Proceeding commenced at 9:25 a.m.]

4 THE COURT: 145 East Harmon Trust versus Turnberry/  
5 MGM Grand Towers, LLC, Case Number A-16-733764-C.

6 Counsel, state your appearances.

7 MR. LEWIS: Good morning, Your Honor, Stephen Lewis here  
8 on behalf of the Plaintiff Trust.

9 MR. LARSEN: Brent Larsen on behalf of MGM Residences  
10 Tower A.

11 THE COURT: And this is on for a decision on Mr. Larsen's  
12 motion for attorneys' fees.

13 I went back and looked at the matter again. I do -- I am going  
14 to rule that Mr. Larsen's client is the prevailing party. I looked at the  
15 stipulation and order and it is in the form of an order that the matter is to  
16 be dismissed with prejudice. And, further, that Mr. Larsen has the  
17 opportunity to seek attorneys' fees as a result of the dismissal.

18 So I am going to find his client to be the prevailing party under  
19 NRS 18.010, I believe it is, okay.

20 MR. LARSEN: Yes, Your Honor.

21 THE COURT: Okay.

22 Mr. Lewis, I understand now why when I said did you snooker  
23 him, why you corrected me on that issue and I apologize. I did not mean  
24 anything adverse towards you by saying that. I went back --

25 MR. LEWIS: Of course, Your Honor, I did not take it that way.

1 THE COURT: Okay.

2 I went back and read the emails and I understand what your  
3 concern was. I agree with you, you're to be commended for resolving  
4 such a complex case in such a short period of time. Unfortunately, you  
5 have to live with your predecessor's actions in this case. And he  
6 certainly was put on notice regarding Rule 11 and whether he should  
7 proceed forward.

8 Mr. Larsen -- while I may not always agree with Mr. Larsen's  
9 tone in his letter and maybe the emails. Certainly, he felt frustrated in  
10 this case that he felt that the matter should be dismissed and he was  
11 waiting on opposing counsel to dismiss it. Finally, he filed a motion for  
12 summary judgment. So, like I said, you know, while certainly you're to  
13 be commended, you have to live with the actions of your predecessor.

14 In determining attorneys' fees, I applied the *Brunzell* factors,  
15 quite frankly, Mr. Larsen. I did take out a couple of entries, things such  
16 as conferences with your partner or telephone conferences or meetings  
17 with co-counsel, Lisa Wild, things of that nature, in determining what  
18 would be reasonable attorneys' fees in this matter. So I determined,  
19 after applying the *Brunzell* factors, that reasonable attorney's fees would  
20 be \$9,431.25.

21 Do I need to repeat that Mr. Larsen?

22 MR. LARSEN: No, \$9,431.25.

23 THE COURT: Correct, Counsel.

24 MR. LARSEN: We also filed a cost bill back in May and that  
25 was never challenged.



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THE COURT: How much was the cost?

MR. LARSEN: I'd have to look it up, but it's around 5 or 600 bucks.

THE COURT: Okay. You filed a memorandum of costs?

MR. LARSEN: Yes.

THE COURT: Okay. And I'll grant that, also, whatever is in the memorandum of cost. So include that in the order, also.

MR. LARSEN: All right.

THE COURT: I'll have you prepare the order, Mr. Larsen. Submit it to opposing counsel for approval as to content and form, then submit it to chambers. Please try to do it within ten days as provided for and by our local rules.

MR. LARSEN: Very well, Your Honor, thank you.

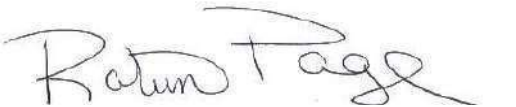
MR. LEWIS: Thank you for your consideration, Your Honor. And I hope by the end of the month we will have the remaining Defendants and all paperwork submitted to the Court and close the file.

THE COURT: Thank you, Counsel.

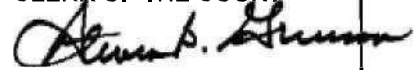
[Proceeding concluded at 9:29 a.m.]

\* \* \* \* \*

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.



Robin Page  
Court Recorder/Transcriber



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International; MGM Grand Condominiums, LLC;  
8 Signature Tower I, LLC; and The Signature  
Condominiums, LLC

9  
10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 145 EAST HARMON II TRUST, ANTHONY  
TAN AS TRUSTEE OF THE 145 EAST  
HARMON II TRUST,

13 Plaintiffs,

14 v.

15 MGM RESORTS INTERNATIONAL; MGM  
16 GRAND CONDOMINIUMS, LLC; THE  
SIGNATURE CONDOMINIUMS, LLC;  
17 SIGNATURE TOWER I, LLC; THE  
RESIDENCES AT MGM GRAND - TOWER A  
18 OWNERS' ASSOCIATION; and DOES I-X,

19 Defendants.

Case No. A-16-733764-C  
Dept. No.: XVIII

**NOTICE OF ENTRY OF STIPULATION  
AND ORDER FOR DISMISSAL**

20  
21 TO: ALL PARTIES and THEIR COUNSEL OF RECORD

22 PLEASE TAKE NOTICE that the Stipulation and Order for Dismissal of Complaint Against  
23 The Signature Condominiums, LLC; Signature Tower I, LLC; MGM Resorts International; and MGM

24 ///

25 ///

26 ///

27 ///

28 ///

1 Grand Condominiums, LLC was filed on or about September 14, 2017. A copy of said Stipulation  
2 and Order is attached hereto for reference.

3 September 15, 2017

4 WOOD, SMITH, HENNING & BERMAN LLP  
5 Attorneys at Law

6  
7 By 

JANICE M. MICHAELS

Nevada Bar No. 6062

ELISA L. WYATT

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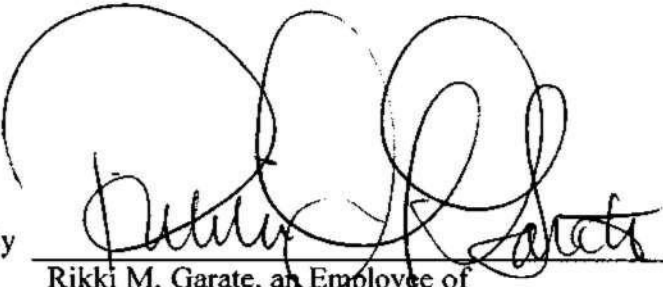
Tel. 702 251 4100

12 Attorneys for Defendants, MGM Resorts  
13 International; MGM Grand Condominiums, LLC;  
14 Signature Tower I, LLC; and The Signature  
15 Condominiums, LLC

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of Wood Smith Henning & Berman, LLP and that on this 17<sup>th</sup> day of September, 2017, I did cause a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER FOR DISMISSAL** to be served upon each of the parties listed below via electronic service through the Court's Odyssey File and Service System.

Stephen K. Lewis, Esq.  
5538 S. Eastern Avenue  
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[steve.lewis@stoamigo.com](mailto:steve.lewis@stoamigo.com)  
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**Attorney for Plaintiff**

By   
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WOOD, SMITH, HENNING & BERMAN LLP

*Steven D. Grierson*

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Wood, Smith, Henning & Berman LLP  
5 7674 West Lake Mead Boulevard, Suite 150  
Las Vegas, Nevada 89128-6644  
6 Telephone: 702 251 4100  
Facsimile: 702 251 5405

7  
8 Attorneys for Defendants, MGM Resorts  
International; MGM Grand Condominiums, LLC;  
Signature Tower I, LLC; and The Signature  
9 Condominiums, LLC

10  
11 DISTRICT COURT  
CLARK COUNTY, NEVADA

12 145 EAST HARMON II TRUST, ANTHONY  
13 TAN AS TRUSTEE OF THE 145 EAST  
HARMON II TRUST,

14 Plaintiffs,

15 v.

16 MGM RESORTS INTERNATIONAL; MGM  
17 GRAND CONDOMINIUMS, LLC; THE  
SIGNATURE CONDOMINIUMS, LLC;  
18 SIGNATURE TOWER I, LLC; THE  
RESIDENCES AT MGM GRAND - TOWER A  
19 OWNERS' ASSOCIATION; and DOES I-X,

20 Defendants.

Case No. A-16-733764-C  
Dept. No.: XVIII

**STIPULATION AND ORDER FOR  
DISMISSAL OF COMPLAINT AGAINST  
DEFENDANTS SIGNATURE  
CONDOMINIUMS, LLC; SIGNATURE  
TOWER I, LLC; MGM RESORTS  
INTERNATIONAL & MGM GRAND  
CONDOMINIUMS, LLC WITH  
PREJUDICE**

21  
22 Defendants, MGM Resorts International; MGM Grand Condominiums, LLC; Signature Tower  
23 I, LLC; and The Signature Condominiums, LLC (hereinafter "Defendants"), by and through their  
24 counsel of record, the law firm of Wood, Smith, Henning & Berman LLP, and Plaintiffs, 145 EAST  
25 HARMON II TRUST, ANTHONY TAN AS TRUSTEE OF THE 145 EAST HARMON II TRUST  
26 (hereinafter "Plaintiffs"), by and through their counsel of record, Stephen K. Lewis, hereby stipulate  
27 and agree to the following:

28 ///

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input checked="" type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

WOOD, SMITH, HENNING & BERMAN LLP  
Attorneys at Law  
7674 WEST LAKE MEAD BOULEVARD, SUITE 150  
LAS VEGAS, NEVADA 89128-6644  
TELEPHONE 702 251 4100 • FAX 702 251 5405

1  
2 1. Defendants and Plaintiffs hereby agree to dismiss any and all claims, known and  
3 unknown, that were brought or could have been brought in this action against Defendants, and/or their  
4 agents, employees and affiliates, WITH PREJUDICE, each party to bear their own attorney's fees and  
5 costs.


6 2. This Stipulation is entered into in good faith, in the interest of judicial economy, and  
7 not for the purposes of delay.

8 3. This Stipulation may be executed in one or more counterparts, each of which shall  
9 constitute a duplicate original. A facsimile or other non-original signature shall still create a binding  
10 and enforceable agreement.

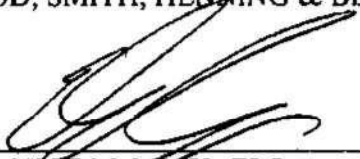
11 DATED: June 8, 2017.

DATED: June 8, 2017.

WOOD, SMITH, HENNING & BERMAN LLP

12  
13  
14 By:   
15 STEPHEN K. LEWIS, ESQ.  
16 Nevada Bar No. 7064  
17 5538 S. Eastern Avenue  
18 Las Vegas, Nevada 89119

Attorneys for Plaintiffs

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Nevada Bar No. 6062  
ELISA L. WYATT  
Nevada Bar No. 13034  
7674 West Lake Mead Boulevard, Suite 150  
Las Vegas, Nevada 89128-6644

Attorneys for Defendants, MGM Resorts  
International; MGM Grand Condominiums,  
LLC; Signature Tower I, LLC; and The  
Signature Condominiums, LLC

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Attorneys at Law  
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LAS VEGAS, NEVADA 89128-6644  
TELEPHONE 702 251 4100 • FAX 702 251 5405

A-16-733764-C

145 E. Harmon II Trust, et al. v. MGM Resorts International, et al.

**ORDER**

Pursuant to the foregoing stipulation, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Complaint against Defendants, MGM Resorts International; MGM Grand Condominiums, LLC; Signature Tower I, LLC; and The Signature Condominiums, LLC is hereby DISMISSED WITH PREJUDICE, each party to bear its own fees and costs. All jury fees deposited by the dismissed parties will be returned to their counsel of record.

**IT IS SO ORDERED.**

Dated this 18 day of SEPTEMBER 2017

  
DISTRICT COURT JUDGE

Respectfully submitted by:

DATED: June 8, 2017

WOOD, SMITH, HENNING & BERMAN LLP

By:

  
JANICE M. MICHAELS

Nevada Bar No. 6062

ELISA L. WYATT

Nevada Bar No. 13034

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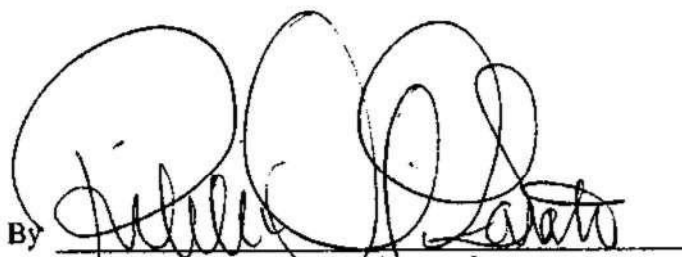
Tel. 702 251 4100

Attorneys for Defendants, MGM Resorts International; MGM Grand Condominiums, LLC; Signature Tower I, LLC; and The Signature Condominiums, LLC

**CERTIFICATE OF SERVICE**

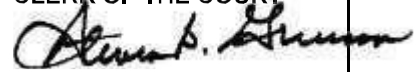
Pursuant to NRCP 5(b), I certify that I am an employee of Wood Smith Henning & Berman, LLP and that on this 14th day of September, 2017, I did cause a true and correct copy of the foregoing **STIPULATION AND ORDER FOR DISMISSAL OF COMPLAINT AGAINST DEFENDANTS SIGNATURE CONDOMINIUMS, LLC; SIGNATURE TOWER I, LLC; MGM RESORTS INTERNATIONAL & MGM GRAND CONDOMINIUMS, LLC WITH PREJUDICE** to be served upon each of the parties listed below via electronic service through the Court's Odyssey File and Service System.

Stephen K. Lewis, Esq.  
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Las Vegas, Nevada 89119  
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Fax: (815) 550-2830  
**Attorney for Plaintiffs**

By   
Rikki M. Garate, an Employee of  
WOOD, SMITH, HENNING & BERMAN LLP

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Attorney for MGM Grand –  
Tower A Owners' Association

DISTRICT COURT

CLARK COUNTY, NEVADA

145 EAST HARMON II TRUST, ANTHONY  
TAN AS TRUSTEE OF THE 145 EAST  
HARMON II TRUST,

Plaintiffs,

vs.

MGM RESORTS INTERNATIONAL; MGM  
GRAND CONDOMINIUMS, LLC; THE  
SIGNATURE CONDOMINIUMS, LLC;  
SIGNATURE TOWER I, LLC; THE  
RESIDENCES AT MGM GRAND –  
TOWER A OWNERS' ASSOCIATION; and  
DOES I - X,

Defendants.

Case No.: A-16-733764-C  
Dept. No.: XVIII

**NOTICE OF ENTRY OF ORDER**

NOTICE IS HEREBY GIVEN that an Order Granting Defendant THE RESIDENCES  
AT MGM GRAND – TOWER A OWNERS' ASSOCIATION's Motion for Attorneys' Fees  
was entered on April 13, 2018, a copy of which is attached hereto.

DATED this 16<sup>th</sup> day of April, 2018.

SINGER & LARSEN P.C.

/s/ Brent Larsen

BRENT LARSEN, ESQ.  
Nevada Bar No. 1184  
1291 Galleria Dr., #230  
Henderson, Nevada 89014  
Attorney for Defendant MGM TOWER A

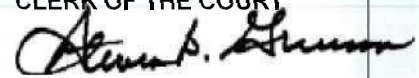
1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that I am an employee of SINGER & LARSEN P.C.; that on the  
3 16<sup>th</sup> day of April, 2017, I served a copy of the above and foregoing NOTICE OF ENTRY OF  
4 ORDER, by way of electronic means through the Clark County efilng/serving system pursuant  
5 to EDCR 8.05(a), to the following:

6 Stephen K. Lewis, Esq.  
7 5538 S. Eastern Avenue  
8 Las Vegas, Nevada 89119  
[steve.lewis@stoamigo.com](mailto:steve.lewis@stoamigo.com)  
Attorney for Plaintiffs

9 Elisa L. Wyatt, Esq.  
10 Wood, Smith, Henning & Berman  
11 7684 W. Lake Mead Blvd., Ste. 150  
ewyatt@wshblaw.com  
12 Las Vegas, Nevada 89128  
[ewyatt@wshblaw.com](mailto:ewyatt@wshblaw.com)  
Attorney for Defendant,  
13 The Signature Condominiums, LLC

14 /s/ Suzanne Saavedra-Zaranti  
15 An Employee of Singer & Larsen P.C.  
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DISTRICT COURT

CLARK COUNTY, NEVADA

145 EAST HARMON II TRUST; ANTHONY  
TAN AS TRUSTEE OF THE 145 EAST  
HARMON II TRUST,

Plaintiffs,

vs.

MGM RESORTS INTERNATIONAL; MGM  
GRAND CONDOMINIUMS LLC; THE  
SIGNATURE CONDOMINIUMS, LLC;  
SIGNATURE TOWER I, LLC; THE  
RESIDENCES AT MGM GRAND – TOWER A  
OWNERS' ASSOCIATION; and DOES I - X,

Defendant.

CASE NO. A-16-733764-C  
DEPT. XVIII

**ORDER GRANTING MOTION FOR  
ATTORNEYS' FEES**

This matter having come before the Court on August 8, 2017, on the Motion for Attorneys' Fees filed by the Defendant, The Residences at MGM Grand – Tower A Owners' Association's (hereinafter "Tower A"); BRENT LARSEN, ESQ. appearing on behalf of Tower A, and STEPHEN K. LEWIS, ESQ. appearing on behalf of Plaintiffs; the court having heard the arguments of counsel and having fully read the Plaintiffs' Amended Complaint, Tower A's Motion for Attorneys' Fees, Plaintiff's Opposition to the Motion for Attorneys' Fees and Tower A's Reply in support of its Motion for Attorneys' Fees together with all the exhibits attached to such briefs and the court being full advised in the premises, and for good cause appearing therefor, the court took the matter under advisement and continued the matter to the court's motion calendar on August 15, 2017 in order for the court to announce its decision, and the court having further reviewed the matter, the court announced its decision at the August 15th hearing by ruling as follows:

1. Tower A is the prevailing party in this matter due to the resolution of a pending Motion for Summary Judgment through Plaintiffs and Tower A's Stipulation that Tower A would be dismissed from this case with prejudice, with Tower A reserving the right to file a motion to

1 recover attorneys' fees.

2 2. Tower A's Motion for Attorneys' Fees and the exhibits attached to such Motion sets  
3 forth sufficient grounds for Tower A to establish its entitlement to attorneys' fees under NRS  
4 18.010(2)(b). The settlement subsequent to a filing of Tower A's Motion for Summary  
5 Judgment, which was reduced to a court order dismissing Tower A from the case with  
6 prejudice, makes Tower A the prevailing party in this matter.

7 3. The court further finds that the amount of attorneys' fees to be awarded to Tower A in  
8 this case should be in the amount of \$9,431.25, which is reasonable under the circumstances of  
9 this case and particularly with the court analyzing all four of the factors that should be  
10 considered in determining the amount of attorneys' fees to be awarded, as articulated in the case  
11 of *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969). In making this  
12 award of attorneys' fees to Tower A, this court has fully considered all of the factors as  
13 established in the *Brunzell* case.

14 4. On April 28, 2017, Tower A also filed a Memorandum of Costs in the amount of Four  
15 Hundred Ninety-Seven and 56/100 Dollars (\$497.56). That Memorandum of Costs was filed by  
16 Tower A on the same day that the Notice of Entry of the Order dismissing Tower A from this  
17 case was filed. Tower A is entitled to recover those costs as the prevailing party in this matter.  
18 The Memorandum of Costs has never been opposed by the Plaintiffs. Accordingly, Tower A is  
19 awarded costs in the amount of \$497.56.

20 Based upon the foregoing, the Court finds that Tower A is entitled to an award of attorney's  
21 fees in the total amount of Nine Thousand, Nine Hundred Twenty-Eight and 81/100 Dollars  
22 (\$9,928.81), which includes the aforementioned award of attorneys' fees and costs.

23 IT IS SO ORDERED this 13 day of February, 2018.

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27 DISTRICT COURT JUDGE  
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CERTIFICATE OF SERVICE

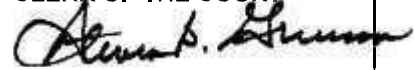
I hereby certify that on or about the date filed, a Copy of the above Order was electronically served, emailed and/or mailed as follows:

Electronically served via Odyssey:

Jonathan S. Hale jonathan.hale@stoamigo.com  
Brent Larsen, Esq. blarsen@singerlarsen.com  
Elisa L. Wyatt ewyatt@wshblaw.com  
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Suzanne Saavedra-Zaranti szaranti@singerlarsen.com



Shannon J. Fagin, Judicial Executive Assistant



1 **NOAS**  
2 LUIS A. AYON, Esq.  
3 Nevada Bar No. 9752  
4 **AYON LAW, PLLC**  
5 8716 Spanish Ridge Avenue, Suite 115  
6 Las Vegas, Nevada 89148  
7 Telephone: (702) 600-3200  
8 Facsimile: (702) 447-7936  
9 **E-Mail: laa@ayonlaw.com**  
10 **Attorneys for Plaintiff**  
11 **145 East Harmon II Trust, Anthony Tan**  
12 **As Trustee of the 145 East Harmon II Trust**

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10  
11 145 EAST HARMON II TRUST, ANTHONY  
12 TAN AS TRUSTEE OF THE 145 EAST  
HARMON II TRUST,

13 Plaintiff,

14 vs.

15 MGM RESORTS INTERNATIONAL; MGM  
16 GRAND CONDOMINIUMS, LLC;  
17 SIGNATURE TOWER I, LLC; THE  
18 RESIDENCES AT MGM GRAND – TOWER A  
OWNERS' ASSOCIATION; DOES I through X;

19 Defendants,

Case No.: A-16-733764-C

Dept. No.: XVIII

**NOTICE OF APPEAL**

20 **NOTICE OF APPEAL**

21 PLEASE TAKE NOTICE that Plaintiff 145 EAST HARMON II TRUST, ANTHONY  
22 TAN AS TRUSTEE OF THE 145 EAST HARMON II TRUST hereby appeals to the Nevada  
23 Supreme Court, the Order Granting Defendant The Residences at MGM Grand – Tower A  
24 Owners' Association's Motion for Attorneys' Fees was entered on April 16, 2018.

25 DATED this 16th day of May, 2018.

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Respectfully submitted,

**AYON LAW, PLLC**

/s/ Luis A. Ayon

LUIS A. AYON, ESQ.

Nevada Bar No. 9752

8716 Spanish Ridge Avenue, Suite 115

Las Vegas, Nevada 89148

***Attorneys for Plaintiff***

***145 East Harmon II Trust, Anthony Tan***

***As Trustee of the 145 East Harmon II Trust***

**CERTIFICATE OF SERVICE**

I hereby certify that service of the foregoing **NOTICE OF APPEAL** was made on this 10th of May, 2018, via the Court's File & Serve system to all parties and counsel as identified on the Court-generated Notice of Electronic Filing and via U.S. First Class Mail, postage pre-paid to the following:

Chris Yergensen	<a href="mailto:Chris@nas-inc.com">Chris@nas-inc.com</a>
Heather Oliver	<a href="mailto:heather@nas-inc.com">heather@nas-inc.com</a>
Susan E. Moses	<a href="mailto:susanm@nas-inc.com">susanm@nas-inc.com</a>
Darren T. Brenner	<a href="mailto:darren.brenner@akerman.com">darren.brenner@akerman.com</a>
William S. Habdas	<a href="mailto:William.Habdas@akerman.com">William.Habdas@akerman.com</a>
Akerman Las Vegas Office	<a href="mailto:akermanlas@akerman.com">akermanlas@akerman.com</a>
Mike Beede	<a href="mailto:Mike@legallv.com">Mike@legallv.com</a>
Kaleb Anderson	<a href="mailto:kanderson@lpsonneilson.com">kanderson@lpsonneilson.com</a>
Tony Chan	<a href="mailto:tony.tan@stoamigo.com">tony.tan@stoamigo.com</a>
David Kaplan	<a href="mailto:djkaplan5@gmail.com">djkaplan5@gmail.com</a>

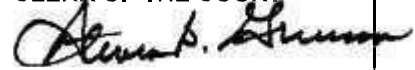
Michael N. Beede, Esq.  
**THE LAW OFFICE OF MIKE BEEDE, PLLC**  
2470 St. Rose Parkway, Suite 201  
Henderson, Nevada 89074  
*Attorney for Plaintiff*

Christopher V. Yergensen, Esq.  
**NEVADA ASSOCIATION SERVICES, INC.**  
6224 West Desert Inn Road  
Las Vegas, Nevada 89146  
*Attorney for ATC Assessment Collection Group, LLC*

Kaleb D. Anderson, Esq.  
Amber M. Williams, Esq.  
**LIPSON NEILSON COLE SELTZER & GARIN, P.C.**  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144  
*Attorneys for Cooper Creek Homeowners Association*

/s/ Linda Marie Fossessca-Shahan  
An Employee of Ayon Law, PLLC





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3 Nevada Bar No. 9752  
4 **AYON LAW, PLLC**  
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7 Telephone: (702) 600-3200  
8 Facsimile: (702) 447-7936  
9 **E-Mail: laa@ayonlaw.com**  
10 **Attorneys for Plaintiff**  
11 **145 East Harmon II Trust, Anthony Tan**  
12 **As Trustee of the 145 East Harmon II Trust**

3 **DISTRICT COURT**

4 **CLARK COUNTY, NEVADA**

11 145 EAST HARMON II TRUST, ANTHONY  
12 TAN AS TRUSTEE OF THE 145 EAST  
13 HARMON II TRUST,

13 Plaintiff,

14 vs.

14 MGM RESORTS INTERNATIONAIONAL; MGM  
15 GRAND CONDOMINIUMS, LLC;  
16 SIGNATURE TOWER I, LLC; THE  
17 RESIDENCES AT MGM GRAND – TOWER A  
18 OWNERS' ASSOCIATION; DOES I through X;

18 Defendants,

Case No.: A-16-733764-C

Dept. No.: XVIII

**SECOND AMENDED**  
**CERTIFICATE OF SERVICE**

19 **AMENDED CERTIFICATE OF SERVICE**

20  
21 Plaintiff 145 East Harmon II Trust, Anthony Tan As Trustee of The 145 East Harmon II  
22 Trust by and through its counsel Luis Ayon, Esq. of Ayon Law hereby amends the Certificates of  
23 Service for the **Notice of Appeal** and **The Notice of Appearance** filed via the Court's File &  
24 Serve system on May 16, 2018 in the above-referenced matter to reflect the following:

25 Service of the **Notice of Appeal** and the **Notice of Appearance** was made via the Court's  
26 File and Serve system to the following parties and counsel as identified on the Court-generated  
27 Notice of Electronic Filing on **May 30<sup>th</sup>, 2018** to:

28 Diane L. Hutchings: [dhutchings@singerlarsen.com](mailto:dhutchings@singerlarsen.com)  
Brett Larsen: [BLarsen@singerlarsen.com](mailto:BLarsen@singerlarsen.com)

Jonathan S. Hale: [jonathan.hale@stoamigo.com](mailto:jonathan.hale@stoamigo.com)  
Steven Lewis: [steve.lewis@stoamigo.com](mailto:steve.lewis@stoamigo.com)  
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Janice M. Michaels: [jmichaels@wshblaw.com](mailto:jmichaels@wshblaw.com)  
Kim Cooke: [kcCook@wshblaw.com](mailto:kcCook@wshblaw.com)  
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Suzanne Saavedra-Zaranti: [szaranti@singerlarsen.com](mailto:szaranti@singerlarsen.com)

DATED this 30TH day of May, 2018.

Respectfully submitted,

AYON LAW, PLLC

/s/ Luis A. Ayon  
LUIS A. AYON, ESQ.  
Nevada Bar No. 9752  
8716 Spanish Ridge Avenue, Suite 115  
Las Vegas, Nevada 89148  
*Attorneys for Plaintiff*  
*145 East Harmon II Trust, Anthony Tan*  
*As Trustee of the 145 East Harmon II Trust*

**CERTIFICATE OF SERVICE**

I hereby certify that service of the foregoing **SECOND AMENDED CERTIFICATE OF SERVICE** was made on this 30<sup>th</sup> day of May, 2018, via the Court's File & Serve system to all parties and counsel as identified on the Court-generated Notice of Electronic Filing to the following:

Diane L. Hutchings: [dhutchings@singerlarsen.com](mailto:dhutchings@singerlarsen.com)  
Brett Larsen: [BLarsen@singerlarsen.com](mailto:BLarsen@singerlarsen.com)  
Jonathan S. Hale: [jonathan.hale@stoamigo.com](mailto:jonathan.hale@stoamigo.com)  
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Rikki Garate: [rgarate@wshblaw.com](mailto:rgarate@wshblaw.com)  
Suzanne Saavedra-Zaranti: [szaranti@singerlarsen.com](mailto:szaranti@singerlarsen.com)

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Ayon Law, PLLC