

Nos. 76198 and 77007

IN THE SUPREME COURT OF THE STATE OF NEVADA

TRUDI LEE LYTLE AND JOHN ALLEN LYTLE, TRUSTEES OF THE
LYTLE TRUST,
Appellants,

Electronically Filed
Jun 19 2019 09:23 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

vs.

SEPTEMBER TRUST, DATED MARCH 23, 1972; GERRY R. ZOBRIST AND
JOLIN G. ZOBRIST, AS TRUSTEES OF THE GERRY R. ZOBRIST AND
JOLIN G. ZOBRIST FAMILY TRUST; RAYNALDO G. SANDOVAL AND
JULIE MARIE SANDOVAL GEGEN, AS TRUSTEES OF THE RAYNALDO G.
AND EVELYN A. SANDOVAL JOINT LIVING AND DEVOLUTION TRUST
DATED MAY 27, 1992; AND DENNIS A. GEGEN AND JULIE S. GEGEN,
HUSBAND AND WIFE, AS JOINT TENANTS,
Respondents.

On Appeal from an Order of the Eighth Judicial District Court, Clark
County, Nevada; The Honorable Mark Bailus, District Court Judge;
District Court Case No. A-17-765372-C

Respondents' Appendix to Answering Brief – Volume 2

WESLEY J. SMITH, ESQ.
Nevada Bar No. 11871
LAURA J. WOLFF, ESQ.
Nevada Bar No. 6869
CHRISTENSEN JAMES & MARTIN
7440 W. Sahara Avenue
Las Vegas, Nevada 89117
Tel.: (702) 255-1718 Facsimile: (702) 255-0871
Attorneys for Respondents

TABLE OF CONTENTS

1. Plaintiffs' Opposition to Defendants' Motion to Retax and Settle
Memorandum of Costs (**RA0167 -RA0297**)
2. Declaration of Counsel in Support of Reply to Defendants' Opposition to
Plaintiffs' Motion for Attorney's Fees and Costs (**RA0298 -RA0300**)
3. Reply to Defendants' Opposition to Plaintiffs' Motion for Attorney's Fees
and Costs (**RA0301-RA0313**)
4. Opposition to Defendants' Motion to Reconsider Court's Ruling Granting
Plaintiffs' Attorney's Fees (**RA0314 –RA0322**)
5. Reporters Transcript May 16, 2019 Motion for Attorneys Fees and Costs
Before The Honorable Judge Timothy C. Williams (**RA0323-RA0403**)
6. District Court Case No. A-16-747800-C Minute Order issued May 17, 2019
(**RA0404-RA0405**)
7. Letter from Wesley J. Smith, Esq. to Richard Haskins dated December 10,
2018 (**RA0406-RA0407**)

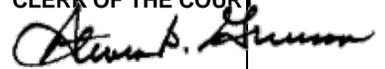
CERTIFICATE OF SERVICE

I hereby certify that on this date, the 17th day of June 2019, I submitted the foregoing Respondents' Appendix to Opening Brief – Volume 2 (Docket 76198 and 77007) for filing and service through the Court's eFlex electronic filing service. According to the system, electronic notification will automatically be sent to the following:

Richard E. Haskin, Esq.
GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP
1140 N. Town Center Drive,
Suite 300
Las Vegas, Nevada 89144



Wesley J. Smith



1 **OPPS**
2 **CHRISTENSEN JAMES & MARTIN**
3 KEVIN B. CHRISTENSEN, ESQ.
Nevada Bar No. 175
4 WESLEY J. SMITH, ESQ.
Nevada Bar No. 11871
5 LAURA J. WOLFF, ESQ.
Nevada Bar No. 6869
6 7440 W. Sahara Avenue
Las Vegas, Nevada 89117
7 Tel.: (702) 255-1718
Facsimile: (702) 255-0871
8 Email: kbc@cjmlv.com; wes@cjmlv.com; ljw@cjmlv.com
Attorneys for September Trust, Zobrist Trust, Sandoval Trust,
9 *and Dennis & Julie Gegen*

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 MARJORIE B. BOULDEN, TRUSTEE OF
13 THE MARJORIE B. BOULDEN TRUST,
14 LINDA LAMOTHE AND JACQUES
LAMOTHE, TRUSTEES OF THE
15 JACQUES & LINDA LAMOTHE LIVING
TRUST,

16 Plaintiffs,

17 vs.

18 TRUDI LEE LYTLE, JOHN ALLEN
19 LYTLE, THE LYTLE TRUST, DOES I
through X, and ROE CORPORATIONS I
through X,

20 Defendants.

Case No.: A-16-747800-C
Dept. No.: XVIII

PLAINTIFFS' OPPOSITION TO
DEFENDANTS' MOTION TO
RETAKE AND SETTLE
MEMORANDUM OF COSTS

Date: July 11, 2018
Time: 9:00 a.m.

21 AND ALL RELATED COUNTERCLAIMS
22 AND CROSS-CLAIMS

23 SEPTEMBER TRUST, DATED MARCH 23,
24 1972; GERRY R. ZOBRIST AND JOLIN G.
25 ZOBRIST, AS TRUSTEES OF THE GERRY
26 R. ZOBRIST AND JOLIN G. ZOBRIST
FAMILY TRUST; RAYNALDO G.
27 SANDOVAL AND JULIE MARIE
SANDOVAL GEGEN, AS TRUSTEES OF
28 THE RAYNALDO G. AND EVELYN A.
SANDOVAL JOINT LIVING AND

Case No.: A-17-765372-C
Dept. No.: XXVIII

CHRISTENSEN JAMES & MARTIN
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117
PH: (702) 255-1718 § FAX: (702) 255-0871

1 DEVOLUTION TRUST DATED MAY 27,
2 1992; and DENNIS A. GEGEN AND JULIE
3 S. GEGEN, HUSBAND AND WIFE, AS
4 JOINT TENANTS,

5 Plaintiffs,

6 vs.

7 TRUDI LEE LYTLE AND JOHN ALLEN
8 LYTLE, AS TRUSTEES OF THE LYTLE
9 TRUST; JOHN DOES I through V; and ROE
10 ENTITIES I through V, inclusive,

11 Defendants.

12 September Trust, dated March 23, 1972 (“September Trust”), Gerry R. Zobrist and
13 Jolin G. Zobrist, as Trustees of the Gerry R. Zobrist and Jolin G. Zobrist Family Trust
14 (“Zobrist Trust”), Raynaldo G. Sandoval and Julie Marie Sandoval Gegen, as Trustees of the
15 Raynaldo G. and Evelyn A. Sandoval Joint Living and Devolution Trust Dated May 27,
16 1992 (“Sandoval Trust”), and Dennis A. Gegen and Julie S. Gegen, Husband and Wife, as
17 Joint Tenants (“Gegen”) (hereafter September Trust, Zobrist Trust, Sandoval Trust and
18 Gegen may be collectively referred to as “Plaintiffs”), by and through their attorneys,
19 Christensen James & Martin, hereby oppose Defendants’ Motion to Retax and Settle
20 Memorandum of Costs. This Opposition is based upon the following Points and Authorities,
21 Declaration and Exhibits filed herewith, and the pleadings and papers on file.

22 DATED this 15th day of June, 2018.

CHRISTENSEN JAMES & MARTIN

23 By: /s/ Laura J. Wolff, Esq.

24 Laura J. Wolff, Esq.

25 Nevada Bar No. 6869

7440 W. Sahara Avenue

26 Las Vegas, NV 89117

27 Tel.: (702) 255-1718

Fax: (702) 255-0871

28 *Attorneys for September Trust, Zobrist
Trust, Sandoval Trust and Gegen*

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MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

On June 4, 2018, Plaintiffs filed their Memorandum of Costs and Disbursements (“Memorandum”), requesting that all their costs be paid as the prevailing party on their Motion for Summary Judgment. On June 8, 2018, Defendants filed their Motion to Retax and Settle Memorandum of Costs (“Motion”), asserting that Plaintiffs failed to prove that the costs should be awarded. However, the Defendants’ assertions are incorrect and Plaintiffs should be awarded their costs by this Court, as shown below.

II.

ARGUMENT

A. Plaintiffs’ Memorandum Provides Sufficient Evidence Demonstrating that the Costs Were Reasonable, Necessary and Actually Incurred.

The district court has discretion to determine if an actually incurred cost was reasonable. *Village Builders 96, L.P. v. U.S. Laboratories, Inc.*, 121 Nev. 261, 277-78, 112 P.3d 1082, 1093 (2005). Determining necessity and reasonableness **may require** detailed documents, such as itemizations (emphasis added). In *Brochu v. Foote Enterprises, Inc.*, 128 Nev. 884, 2012 WL 5991571*8-9 (2012), the Nevada Supreme Court found that the district court did not abuse its discretion in awarding costs for certain “standard fees” on a “generic” memorandum and affidavit without additional documentation which included filing fees, e-filing, depositions of opposing party experts, audio and visual equipment, court reporting services, and witness fees. “Given the court’s general knowledge of ordinarily incurred costs and familiarity with the actual proceedings, Foote’s memorandum and affidavit provided a sufficient basis upon which the court could determine the actual and reasonable nature of these costs.” *Id.*

Plaintiffs have filed a verified Memorandum that declared, under penalty of perjury, that the requested costs were actually and necessarily incurred in the case and that explained

1 the grounds for the requested costs. Plaintiffs also provided **Exhibits 2A, 2B, 2C, and 2D**,
2 billing statements (“Statements”) from Christensen James & Martin (“CJ&M”) to the
3 Plaintiffs September Trust, Zobrist Trust, Sandoval Trust and Gegen, respectively, which
4 detail the tasks performed and attorney’s fees and costs actually incurred, billed, and paid by
5 the Plaintiffs. These Statements were supported by the concurrently filed Declaration of
6 Wesley J. Smith, Esq. (“Smith Decl.”), Plaintiffs’ counsel. The Plaintiffs maintain that this
7 was sufficient and satisfied the standard.
8

9 The Memorandum shows four (4) requested cost categories, including download
10 fees, court filing fees, parking fees and computerized research fees. The Court’s general
11 knowledge of these matters, particularly with regard to the download fees and court filing
12 fees that are inherent and required in every civil case before the Court, and in conjunction
13 with the Statements, should be sufficient evidence to grant these costs to Plaintiffs.
14 However, Plaintiffs also understand that the nature, extent, and specificity of the
15 documentation required to prove actual and reasonable costs depends upon the court’s
16 ability to make this finding from the circumstances and the materials presented. Therefore,
17 if this court should find that the verified Memorandum is not sufficient on any point, the
18 Plaintiffs are attaching Exhibits A-D to this Opposition, which are summaries of the costs
19 (“Summaries”) incurred with the attached receipts for each of the four (4) categories. *See*
20 Declaration of Wesley J. Smith, Esq. (“Smith Decl.”), attached hereto.

21 While preparing the Summaries, a slight discrepancy was found with regard to the
22 download fee and court filing fee categories. As shown on the Summaries (the first page of
23 Exhibits A and B), the actual download fee is \$49.00 (instead of \$30.04 as stated on the
24 Memorandum) and the court filing fees are \$684.70 (instead of \$704.12 as stated on the
25 Memorandum), a net change of (\$0.46). On January 25, 2018, several pleadings that were
26 downloaded were accidently shown as a court filing fee instead of a download fee on the
27 Statements, resulting in the slight difference in the amounts reflected on the Memorandum.
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The net difference results from rounding built into the Firm’s billing program when splitting the fee into the 4 separate billing statements - the costs actually total \$2006.12 instead of \$2006.60 (as stated on the Memorandum).

The download fees are reasonable and necessary because they are for pleadings that were filed in this case or in the prior Lytle cases that Plaintiffs’ attorney needed to understand in order to prepare the Motions, particularly since this case is about whether the Defendants could file Abstracts of Judgments obtained in prior cases filed against the Association. It makes sense that Plaintiffs would need to know about those prior cases in order to defend Plaintiffs’ properties. The parking fees were also necessary because Wesley J. Smith had to appear at several hearings to represent the Plaintiffs.

With regard to computerized research fees, NRS 18.005(1) and (17) provides that costs include clerks’ fees and “Any other reasonable and necessary expense incurred in connection with the action, including reasonable and necessary expenses for computerized services for legal research.” In *Waddell v. L.V.R.V. Inc.*, 122 Nev. 15, 25-26, 125 P.3d 1160 (2006), the Court found that costs for computerized research would not be awarded because “those costs were not sufficiently itemized.” However, the Court does not explain nor do the facts provide what itemization was provided in that case with regard to legal research.

Given the contested nature on all the issues, it is reasonable that legal research was conducted to learn about and determine what issues were applicable. These expenses helped develop the arguments that Plaintiffs used in all their Motions, and this Court granted the Plaintiffs’ Motion to Consolidate and the Motion for Summary Judgment. The Firm’s Statements were redacted with regard to the exact legal research conducted because such are privileged statements. If this Court should find that actually seeing what issues were researched is necessary to awarding the costs, the Plaintiffs can provide unredacted Statements to the Court for in camera review.

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All the receipts for the computerized research are shown on Exhibit D. When any of the Firm’s attorneys perform research they must provide the name of the case they are working on and the computerized program then bills the research performed to that case. Thus, all the computerized research is categorized under names of cases and is itemized separately by the computerized research program.

It is important to point out to this Court, that when the Association disputed the Defendants’ costs in the Rosemere LPA Litigation, Case No. A-09-593497-C, Department No. XII, the Defendants were granted the opportunity to file an amended Memorandum of Costs that included their documentation proving the costs. See a true and correct copy of the Rosemere Estates Property Owners Association Motion to Retax Costs, which includes the Minute Order entered by the Court on the Lytle’s Memorandum of Costs filed in Case No. A-09-593497-C, Department No. XII attached hereto as Exhibit E. ¹

As explained in the Memorandum and in this Opposition, all the costs were reasonable and necessary and actually incurred.

B. Plaintiffs Should be Awarded Their Costs as the Prevailing Party.

In their Motion, Defendants argue that their wrongfully recorded Judgments did not attempt to remove Plaintiffs from possession of their property, so NRS 18.020(1) does not apply. Defendants are simply wrong. NRS 18.020(1) provides that, “Costs **must be allowed** of course to the prevailing party against any adverse party against whom judgment is rendered...in an action for the recovery of real property or a possessory right thereto.” NRS 18.020 (1) (Emphasis added). This **entire litigation** has been about Plaintiffs recovering their possessory rights to their Properties by having the Lytle Trust’s liens expunged. Plaintiffs have been unable to sell their Properties because of the wrongfully recorded liens

¹ In the Rosemere LPA Litigation, the Lytles requested over \$10,000 in costs, which consisted of almost \$5,000 in photocopy fees and \$184.74 in postage fees. Here, the Plaintiffs have requested a reasonable amount of costs totaling little more than \$2,000, which does not include any photocopy fees or postage costs.

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and thus have been dispossessed of their possessory rights. Further, NRS 18.110 permits a “prevailing party” to file a memorandum of costs. Plaintiffs are the prevailing party. This Court should find that all the costs are reasonable, necessary, and actually incurred and should be awarded to the Plaintiffs as the prevailing party.

CONCLUSION

The Court should award costs to the Plaintiffs in the amount of \$2,006.12.

DATED this 15th day of June, 2018.

CHRISTENSEN JAMES & MARTIN

By: /s/ Laura J. Wolff, Esq.
Laura J. Wolff, Esq.
Nevada Bar No. 6869
7440 W. Sahara Avenue
Las Vegas, NV 89117
Tel.: (702) 255-1718
Fax: (702) 255-0871
Attorneys for September Trust, Zobrist Trust, Sandoval Trust and Gegen

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CERTIFICATE OF SERVICE

I am an employee of Christensen James & Martin. On June 15, 2018, I caused a true and correct copy of the foregoing PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION TO RETAX AND SETTLE MEMORANDUM OF COSTS, to be served in the following manner:

ELECTRONIC SERVICE: electronic transmission (E-Service) through the Court's electronic filing system pursuant to Rule 8.05 of the Rules of Practice for the Eighth Judicial District Court of the State of Nevada.

UNITED STATES MAIL: depositing a true and correct copy of the above-referenced document into the United States Mail with prepaid first-class postage, addressed to the parties at their last-known mailing address(es):

FACSIMILE: By sending the above-referenced document via facsimile as follows:

E-MAIL: electronic transmission by email to the following address(es):

/s/ Natalie Saville
Natalie Saville

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EXHIBIT A

Filing Fees			
	Date	Description	Amount
1	11/29/2017	Complaint (11/30/17)	\$405.20
2	11/30/2017	Motion for Summary Judgment	\$209.50
3	12/5/2017	Summons	\$3.50
4	12/18/2017	Acceptance of Service	\$3.50
5	12/29/2017	Request for Change of Hearing Date on Motion for Summary Judgment or, in the Alternative, Motion for Judgment on the Pleadings	\$3.50
6	1/3/2018	Certificate of Mailing	\$3.50
7	1/16/2018	Motion to Consolidate Case No. A-16-747800-C	\$3.50
8	1/16/2018	Motion to Consolidate Case No. A-17-765372-C (1/17/18)	\$3.50
9	1/23/2018	Plaintiffs' Ex Parte Motion for Order Shortening Time	\$3.50
10	1/29/2018	Notice of Change of Hearing (A-16-747800-C)	\$3.50
11	1/29/2018	Notice of Change of Hearing (A-17-765372-C)	\$3.50
12	2/1/2018	Amended Order Granting Order Shortening Time (A-160747800)	\$3.50
13	2/5/2018	Notice of Entry of Amended Order Granting Order Shortening Time	\$3.50
14	2/9/2018	Request for Change of Hearing Date on Motion for Summary Judgment or, in the Alternative, Motion for Judgment on the Pleadings	\$3.50
15	2/21/2018	Opposition and Counter-Motion	\$3.50
16	2/28/2018	Order Granting Motion to Consolidate	\$3.50
17	3/1/2018	Request to Set Hearing Date on Motion for Summary Judgment or, in the Alternative, Motion for Judgment on the Pleadings	\$3.50
18	3/2/2018	Order Granting Motion to Consolidate	\$3.50
19	3/5/2018	Notice of Entry of Order Granting Motion to Consolidate (Case No. A-17-765372-C)	\$3.50
21	3/5/2018	Notice of Entry of Order Granting Motion to Consolidate (Case No. A-16-747800-C)	\$3.50
22	5/24/2018	Order Granting Motion for Summary	\$3.50
23	5/25/2018	Notice of Entry of Order Granting Motion for Summary Judgment	\$3.50

Envelope Information

Envelope Id 1823570	Submitted Date 11/30/2017 10:34 AM PST	Submitted User Name ljw@cjmlv.com
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Case Information

Location Department 18	Category Civil	Case Type Other Real Property
Case Initiation Date 11/30/2017	Case # A-17-765372-C	
Assigned to Judge Bailus, Mark B		

Filing Errors

Rejection Information

Reference Number: "zobrist/sandoval/kearl" Filing Code: "Motion - MOT (CIV)"

Rejection Reason	Date / Time	Comment
Statutory filing fee not paid	11/30/2017 1:20 PM	Please resubmit into the case with the appropriate "MSJD" code with the associated \$200 filing fee. Thank you

Filings

Filing Type EFile	Filing Code Motion - MOT (CIV)
Filing Description Motion for Summary Judgment or, in the Alternative, Motion for Judgment on the Pleadings	
Client Reference Number zobrist/sandoval/kearl	
Courtesy Copies nat@cjmlv.com	
Filing on Behalf of September Trust,Dennis A Gegen,Raynaldo G Sandoval,Gerry R Zobrist and Jolin G Zobrist Family Trust	
Filing Status Rejected	

Lead Document

File Name	Security	Download
171129.Motion for SJ.pdf	Public Filed Document	Original File

Filing Type	Filing Code
--------------------	--------------------

EFile

Initial Appearance Fee Disclosure - IAFD (CIV)

Filing Description

Initial Appearance Fee Disclosure

Client Reference Number

zobrist/sandoval/kearl

Courtesy Copies

nat@cjmlv.com

Filing on Behalf of

Dennis A Gegen,Gerry R Zobrist and Jolin G
Zobrist Family Trust,Raynaldo G and Evelyn A
Sandoval Joint Living and Devolution Trust

Filing Status

Accepted

Accepted Date

11/30/2017 11:23 AM PST

Lead Document

File Name	Security	Download
171130. IAFD.pdf	Public Filed Document	Original File Court Copy

Filing Type

EFile

Filing Code

Civil Cover Sheet - CCS (CIV)

Filing Description

District Court Civil Cover Sheet

Client Reference Number

zobrist/sandoval/kearl

Courtesy Copies

nat@cjmlv.com

Filing on Behalf of

September Trust,Dennis A Gegen,Raynaldo G
Sandoval,Gerry R Zobrist and Jolin G Zobrist
Family Trust

Filing Status

Accepted

Accepted Date

11/30/2017 11:23 AM PST

Lead Document

File Name	Security	Download
171129. New Civil Cover Sheet.pdf	Non-Public Document	Original File Court Copy

Filing Type

EFile

Filing Code

Complaint - COMP (CIV)

Filing Description

Complaint

Client Reference Number

Zobrist/Sandoval/Kearl v Lytle

Courtesy Copies

nat@cjmlv.com

Filing on Behalf of

September Trust, Dennis A Gegen, Gerry R Zobrist and Jolin G Zobrist Family Trust, Julie S Gegen

Filing Status

Accepted

Accepted Date

11/30/2017 11:23 AM PST

Lead Document

File Name	Security	Download
171129.Complaint.ready for filing.pdf	Public Filed Document	Original File Court Copy

Fees

Motion - MOT (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Initial Appearance Fee Disclosure - IAFD (CIV)

Description	Amount
Filing Fee	\$0.00
01G Complaint Additional Party (4 x \$30.00)	\$120.00
Filing Total:	\$120.00

Civil Cover Sheet - CCS (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Complaint - COMP (CIV)

Description	Amount
Filing Fee	\$270.00
Filing Total:	\$270.00

Total Filing Fee	\$390.00
Payment Service Fee	\$11.70
E-File Fee	\$3.50
Envelope Total:	\$405.20

Party Responsible for Fees	September Trust	Transaction Amount	\$405.20
Payment Account	Citi	Transaction Id	2416964

Filing Attorney
Transaction Response

Laura Wolff
Payment Complete

Order Id

001823570-0

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Version: 3.16.2.5794

Envelope Information

Envelope Id
1824306

Submitted Date
11/30/2017 11:47 AM PST

Submitted User Name
ljw@cjmlv.com

Case Information

Location
Department 18

Category
Civil

Case Type
Other Real Property

Case Initiation Date
11/30/2017

Case #
A-17-765372-C

Assigned to Judge
Bailus, Mark B

Filings

Filing Type
EFileAndServe

Filing Code
Motion for Summary Judgment - MSJD (CIV)

Filing Description
Motion for Summary Judgment or, in the Alternative, Motion for Judgment on the Pleadings

Client Reference Number
zobrist/sandoval/kearl

Filing on Behalf of
September Trust,Dennis A Gegen,Raynaldo G Sandoval,Gerry R Zobrist and Jolin G Zobrist Family Trust,Julie S Gegen,Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust,Julie Marie Sandoval Gegen,Gerry R Zobrist,Jolin G Zobrist

Filing Status
Accepted

Accepted Date
11/30/2017 12:06 PM PST

Lead Document

File Name	Security	Download
171129.Motion for SJ.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Wesley J. Smith	Christensen James & Martin	Yes	Not Opened
Sent	Natalie Saville	Christensen James & Martin	Yes	Not Opened
Sent	Laura J. Wolff	Christensen James & Martin	Yes	11/30/2017 12:11 PM PST

Parties with No eService

Name	Address

Dennis A Gegen

Name **Address**
Raynaldo G Sandoval

Name **Address**
Gerry R Zobrist and Jolin G Zobrist Family Trust

Name **Address**
Julie S Gegen

Name **Address**
Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust

Name **Address**
Julie Marie Sandoval Gegen

Name **Address**
Gerry R Zobrist

Name **Address**
Jolin G Zobrist

Name **Address**
Trudi Lee Lytle

Name **Address**
John Allen Lytle

Fees

Motion for Summary Judgment - MSJD (CIV)

Description	Amount
Filing Fee	\$200.00
Filing Total:	\$200.00

Total Filing Fee	\$200.00
Payment Service Fee	\$6.00
E-File Fee	\$3.50
Envelope Total:	\$209.50

Party Responsible for Fees	September Trust	Transaction Amount	\$209.50
Payment Account	Citi	Transaction Id	2417546
Filing Attorney	Laura Wolff	Order Id	001824306-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1844938

Submitted Date
12/5/2017 2:36 PM PST

Submitted User Name
ljw@cjmlv.com

Case Information

Location
Department 18

Category
Civil

Case Type
Other Real Property

Case Initiation Date
11/30/2017

Case #
A-17-765372-C

Assigned to Judge
Bailus, Mark B

Filings

Filing Type
EFileAndServe

Filing Code
Summons Electronically Issued - Service Pending - SEI (CIV)

Filing Description
Summons - Civil

Client Reference Number
zobrist

Filing on Behalf of
September Trust,Dennis A Gegen,Raynaldo G Sandoval,Gerry R Zobrist and Jolin G Zobrist Family Trust,Julie S Gegen,Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust,Julie Marie Sandoval Gegen,Gerry R Zobrist,Jolin G Zobrist

Filing Status
Accepted

Accepted Date
12/5/2017 3:17 PM PST

Lead Document

File Name	Security	Download
Summons.Lytle.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Wesley J. Smith	Christensen James & Martin	Yes	Not Opened

Parties with No eService

Name	Address
Dennis A Gegen	
Name	Address
Raynaldo G Sandoval	

Name	Address
Gerry R Zobrist and Jolin G Zobrist Family Trust	
Name	Address
Julie S Gegen	
Name	Address
Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust	
Name	Address
Julie Marie Sandoval Gegen	
Name	Address
Gerry R Zobrist	
Name	Address
Jolin G Zobrist	
Name	Address
Trudi Lee Lytle	
Name	Address
John Allen Lytle	

Fees

Summons Electronically Issued - Service Pending - SEI (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total: \$3.50	

Party Responsible for Fees	September Trust	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	2442011
Filing Attorney	Laura Wolff	Order Id	001844938-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1900967

Submitted Date
12/18/2017 4:26 PM PST

Submitted User Name
ljw@cjmlv.com

Case Information

Location
Department 18

Category
Civil

Case Type
Other Real Property

Case Initiation Date
11/30/2017

Case #
A-17-765372-C

Assigned to Judge
Bailus, Mark B

Filings

Filing Type
EFileAndServe

Filing Code
Acceptance of Service - ACSR (CIV)

Filing Description
Acceptance of Service

Client Reference Number
zobrist v lytle

Filing on Behalf of
September Trust, Dennis A Gegen, Raynaldo G Sandoval, Gerry R Zobrist and Jolin G Zobrist Family Trust, Julie S Gegen, Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust, Julie Marie Sandoval Gegen, Gerry R Zobrist, Jolin G Zobrist

Filing Status
Accepted

Accepted Date
12/19/2017 7:27 AM PST

Lead Document

File Name	Security	Download
171218. Acceptance of Service.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Wesley J. Smith	Christensen James & Martin	Yes	12/19/2017 9:17 AM PST

Parties with No eService

Name	Address
Dennis A Gegen	
Name	Address
Raynaldo G Sandoval	
Name	Address

Envelope Information

Envelope Id 1940351	Submitted Date 12/29/2017 9:24 AM PST	Submitted User Name ljw@cjmlv.com
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Case Information

Location Department 18	Category Civil	Case Type Other Real Property
Case Initiation Date 11/30/2017	Case # A-17-765372-C	
Assigned to Judge Bailus, Mark B		

Filings

Filing Type EFileAndServe	Filing Code Request - REQT (CIV)
Filing Description Request for Change of Hearing Date on Motion for Summary Judgment or, in the Alternative, Motion for Judgment on the Pleadings	
Client Reference Number lytle	
Courtesy Copies rhaskin@gibbsgiden.com	
Filing on Behalf of September Trust,Dennis A Gegen,Raynaldo G Sandoval,Gerry R Zobrist and Jolin G Zobrist Family Trust,Julie S Gegen,Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust,Julie Marie Sandoval Gegen,Gerry R Zobrist,Jolin G Zobrist	
Filing Status Accepted	Accepted Date 12/29/2017 11:59 AM PST

Lead Document

File Name	Security	Download
171229.Request for Change of Hearing Date for SJ Motion(2).pdf	Public Filed Document	Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Wesley J. Smith	Christensen James & Martin	Yes	12/29/2017 12:10 PM PST

Parties with No eService

Name	Address
------	---------

Dennis A Gegen

Name **Address**
Raynaldo G Sandoval

Name **Address**
Gerry R Zobrist and Jolin G Zobrist Family Trust

Name **Address**
Julie S Gegen

Name **Address**
Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust

Name **Address**
Julie Marie Sandoval Gegen

Name **Address**
Gerry R Zobrist

Name **Address**
Jolin G Zobrist

Name **Address**
Trudi Lee Lytle

Name **Address**
John Allen Lytle

Fees

Request - REQ (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total: \$3.50	

Party Responsible for Fees	September Trust	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	2554243
Filing Attorney	Laura Wolff	Order Id	001940351-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id 1951752	Submitted Date 1/3/2018 10:36 AM PST	Submitted User Name ljw@cjmlv.com
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Case Information

Location Department 18	Category Civil	Case Type Other Real Property
Case Initiation Date 11/30/2017	Case # A-17-765372-C	
Assigned to Judge Bailus, Mark B		

Filings

Filing Type EFileAndServe	Filing Code Certificate of Mailing - CERT (CIV)
-------------------------------------	---

Filing Description
Certificate of Service of Notice

Client Reference Number
lytle

Courtesy Copies
rhaskin@gibbsgiden.com

Filing on Behalf of
September Trust, Dennis A Gegen, Raynaldo G Sandoval, Gerry R Zobrist and Jolin G Zobrist Family Trust, Julie S Gegen, Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust, Julie Marie Sandoval Gegen, Gerry R Zobrist, Jolin G Zobrist

Filing Status Accepted	Accepted Date 1/3/2018 10:50 AM PST
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Lead Document

File Name	Security	Download
180103.Certificate of Service.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Wesley J. Smith	Christensen James & Martin	Yes	1/3/2018 11:12 AM PST

Parties with No eService

Name Dennis A Gegen	Address
Name	Address

Raynaldo G Sandoval

Name Gerry R Zobrist and Jolin G Zobrist Family Trust
Address

Name Julie S Gegen
Address

Name Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust
Address

Name Julie Marie Sandoval Gegen
Address

Name Gerry R Zobrist
Address

Name Jolin G Zobrist
Address

Name Trudi Lee Lytle
Address

Name John Allen Lytle
Address

Fees

Certificate of Mailing - CERT (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total: \$3.50	

Party Responsible for Fees	September Trust	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	2565403
Filing Attorney	Laura Wolff	Order Id	001951752-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id 2001795	Submitted Date 1/16/2018 10:23 AM PST	Submitted User Name ljw@cjmlv.com
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Case Information

Location Department 18	Category Civil	Case Type Other Title to Property
Case Initiation Date 12/8/2016	Case # A-16-747800-C	
Assigned to Judge Bailus, Mark B		

Filings

Filing Type EFileAndServe	Filing Code Motion to Consolidate - MCSD (CIV)
-------------------------------------	--

Filing Description
Motion to Consolidate Case No. A-16-747800-C with Case No. A-17-765372-C

Client Reference Number
Lytle Zobrist

Courtesy Copies
nat@cjmlv.com

Filing on Behalf of
September Trust Dated March 23, 1972, Gerry R. Zobrist and Jolin G. Zobrist Family Trust, The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated, Julie S Gegen, Dennis A Gegen

Filing Status Accepted	Accepted Date 1/18/2018 12:04 PM PST
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Lead Document

File Name	Security	Download
180116.Motion to Consolidate.final.pdf	Public Filed Document	Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Liz Gould	Foley & Oakes, Pc	Yes	1/18/2018 12:36 PM PST
Sent	Daniel T. Foley	Foley & Oakes, Pc	Yes	Not Opened
Sent	Jennifer Martinez		Yes	Not Opened
Sent	Jennifer Martinez		Yes	1/18/2018 1:10 PM PST
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened
Sent	Mia Hurtado		Yes	Not Opened
Sent	Mia Hurtado		Yes	Not Opened
Sent	"Daniel T. Foley, Esq."		Yes	1/18/2018 12:11 PM PST
Sent	"Richard E. Haskin, Esq."		Yes	1/18/2018 2:09 PM PST
Sent	"Timothy P. Elson, Esq."		Yes	Not Opened
Sent	Maren Foley		Yes	Not Opened
Sent	Richard Haskin		Yes	Not Opened
Sent	Robin Jackson		Yes	Not Opened
Sent	Shara Berry		Yes	Not Opened
Sent	Timothy Elson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	1/18/2018 3:04 PM PST
Sent	Natalie Saville	Christensen James & Martin	Yes	1/18/2018 12:06 PM PST

Parties with No eService

Name	Address
Gerry R. Zobrist and Jolin G. Zobrist Family Trust	
The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated	
Julie S Gegen	
Dennis A Gegen	
Trudi Lee Lytle	
Jacques & Linda Lamothe Living Trust	
Marjorie B Boulden	
Jacques Lamothe	
Linda Lamothe	
John Allen Lytle	
Lytle Trust	
Trudi Lee Lytle	

Name	Address
Trudi Lee Lytle	
Name	Address
Jacques & Linda Lamothe Living Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Jacques Lamothe	
Name	Address
Jacques Lamothe	
Name	Address
Linda Lamothe	
Name	Address
Linda Lamothe	
Name	Address
John Allen Lytle	
Name	Address
John Allen Lytle	
Name	Address
Lytle Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Robert Z Disman	
Name	Address
Yvonne A Disman	
Name	Address
Court Reporter	

Fees

Motion to Consolidate - MCSD (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	September Trust Dated March...	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	2640047
Filing Attorney	Laura Wolff	Order Id	002001795-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
2011003

Submitted Date
1/17/2018 12:05 PM PST

Submitted User Name
ljw@cjmlv.com

Case Information

Location
Department 18

Category
Civil

Case Type
Other Real Property

Case Initiation Date
11/30/2017

Case #
A-17-765372-C

Assigned to Judge
Bailus, Mark B

Filings

Filing Type
EFileAndServe

Filing Code
Motion to Consolidate - MCSD (CIV)

Filing Description
Motion to Consolidate Case No. A-16-747800-C with Case No. A-17-765372-C (with Notice of Motion)

Client Reference Number
lytle zobrist

Comments to Court
Please schedule any Hearings before February 15, 2018 if possible. (Case No. A-17-747800 - Envelope 2001795)

Filing on Behalf of
September Trust,Dennis A Gegen,Raynaldo G Sandoval,Gerry R Zobrist and Jolin G Zobrist Family Trust,Julie S Gegen,Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust,Julie Marie Sandoval Gegen,Gerry R Zobrist,Jolin G Zobrist

Filing Status
Accepted

Accepted Date
1/18/2018 12:14 PM PST

Accept Comments
We set matters 31 days out, the 15th was not available.

Lead Document

File Name	Security	Download
180116.Motion to Consolidate.final.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Natalie Saville	Christensen James & Martin	Yes	Not Opened
Sent	Wesley J. Smith	Christensen James & Martin	Yes	1/18/2018 12:33 PM PST

Status	Name	Firm	Served	Date Opened
Sent	Shara Berry	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	Not Opened
Sent	Robin Jackson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	Not Opened
Sent	Richard Haskin	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	1/18/2018 12:54 PM PST
Sent	Timothy Elson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	1/18/2018 3:19 PM PST

Parties with No eService

Name	Address
Dennis A Gegen	
Name	Address
Raynaldo G Sandoval	
Name	Address
Gerry R Zobrist and Jolin G Zobrist Family Trust	
Name	Address
Julie S Gegen	
Name	Address
Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust	
Name	Address
Julie Marie Sandoval Gegen	
Name	Address
Gerry R Zobrist	
Name	Address
Jolin G Zobrist	
Name	Address
Trudi Lee Lytle	
Name	Address
John Allen Lytle	

Fees

Motion to Consolidate - MCSD (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	September Trust	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	2640158
Filing Attorney	Laura Wolff	Order Id	002011003-0
Transaction Response	Payment Complete		

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Version: 3.16.2.5794

Envelope Information

Envelope Id 2039937	Submitted Date 1/23/2018 3:00 PM PST	Submitted User Name ljw@cjmlv.com
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Case Information

Location Department 18	Category Civil	Case Type Other Title to Property
Case Initiation Date 12/8/2016	Case # A-16-747800-C	
Assigned to Judge Bailus, Mark B		

Filings

Filing Type EFileAndServe	Filing Code Order - ORDR (CIV)
Filing Description Plaintiffs' Ex Parte Motion for Order Shortening Time and Order Shortening	
Client Reference Number lytle	
Filing on Behalf of September Trust Dated March 23, 1972,Gerry R. Zobrist and Jolin G. Zobrist Family Trust,The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated,Julie S Gegen,Dennis A Gegen	
Filing Status Accepted	Accepted Date 1/23/2018 3:21 PM PST

Lead Document

File Name	Security	Download
180118. Ex Parte Mo for OST.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Liz Gould	Foley & Oakes, Pc	Yes	1/23/2018 3:24 PM PST
Sent	Daniel T. Foley	Foley & Oakes, Pc	Yes	Not Opened
Sent	Jennifer Martinez		Yes	1/23/2018 3:32 PM PST
Sent	Jennifer Martinez		Yes	Not Opened
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened
Sent	Mia Hurtado		Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Mia Hurtado		Yes	Not Opened
Sent	Natalie Saville	Christensen James & Martin	Yes	1/23/2018 4:14 PM PST
Sent	Laura J. Wolff	Christensen James & Martin	Yes	1/23/2018 3:34 PM PST
Sent	"Daniel T. Foley, Esq."		Yes	1/23/2018 3:24 PM PST
Sent	"Richard E. Haskin, Esq."		Yes	1/23/2018 4:36 PM PST
Sent	"Timothy P. Elson, Esq."		Yes	Not Opened
Sent	Maren Foley		Yes	Not Opened
Sent	Richard Haskin		Yes	Not Opened
Sent	Robin Jackson		Yes	Not Opened
Sent	Shara Berry		Yes	Not Opened
Sent	Timothy Elson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	1/23/2018 3:23 PM PST

Parties with No eService

Name	Address
Gerry R. Zobrist and Jolin G. Zobrist Family Trust	
Name	Address
The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated	
Name	Address
Julie S Gegen	
Name	Address
Dennis A Gegen	
Name	Address
Trudi Lee Lytle	
Name	Address
Jacques & Linda Lamothe Living Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Jacques Lamothe	
Name	Address
Linda Lamothe	
Name	Address
John Allen Lytle	
Name	Address
Lytle Trust	
Name	Address
Trudi Lee Lytle	
Name	Address
Trudi Lee Lytle	

Name	Address
Jacques & Linda Lamothe Living Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Jacques Lamothe	
Name	Address
Jacques Lamothe	
Name	Address
Linda Lamothe	
Name	Address
Linda Lamothe	
Name	Address
John Allen Lytle	
Name	Address
John Allen Lytle	
Name	Address
Lytle Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Robert Z Disman	
Name	Address
Yvonne A Disman	
Name	Address
Court Reporter	

Fees

Order - ORDR (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	September Trust Dated March...	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	2665846
Filing Attorney	Laura Wolff	Order Id	002039937-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id 2066218	Submitted Date 1/29/2018 3:17 PM PST	Submitted User Name ljlw@cjmlv.com
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Case Information

Location Department 18	Category Civil	Case Type Other Title to Property
Case Initiation Date 12/8/2016	Case # A-16-747800-C	
Assigned to Judge Bailus, Mark B		

Filings

Filing Type EFileAndServe	Filing Code Notice of Change of Hearing - NCOH (CIV)
Filing Description Notice of Change of Hearing	
Filing on Behalf of September Trust Dated March 23, 1972,Gerry R. Zobrist and Jolin G. Zobrist Family Trust,The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated,Julie S Gegen,Dennis A Gegen	
Filing Status Accepted	Accepted Date 1/30/2018 11:04 AM PST

Lead Document

File Name	Security	Download
180129.Notice of Change of Hearing.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Liz Gould	Foley & Oakes, Pc	Yes	1/30/2018 11:07 AM PST
Sent	Daniel T. Foley	Foley & Oakes, Pc	Yes	Not Opened
Sent	Jennifer Martinez		Yes	Not Opened
Sent	Jennifer Martinez		Yes	1/30/2018 11:08 AM PST
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened
Sent	Christina Wang	Fidelity National Law Group	Yes	1/30/2018 11:18 AM PST
Sent	Mia Hurtado		Yes	Not Opened
Sent	Mia Hurtado		Yes	Not Opened
Sent	"Daniel T. Foley, Esq."		Yes	1/30/2018 11:06 AM PST

Status	Name	Firm	Served	Date Opened
Sent	"Richard E. Haskin, Esq."		Yes	1/30/2018 11:13 AM PST
Sent	"Timothy P. Elson, Esq."		Yes	Not Opened
Sent	Maren Foley		Yes	Not Opened
Sent	Richard Haskin		Yes	Not Opened
Sent	Robin Jackson		Yes	Not Opened
Sent	Shara Berry		Yes	Not Opened
Sent	Timothy Elson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	1/30/2018 11:16 AM PST
Sent	Wesley J. Smith	Christensen James & Martin	Yes	1/30/2018 11:10 AM PST

Parties with No eService

Name	Address
Gerry R. Zobrist and Jolin G. Zobrist Family Trust	
Name	Address
The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated	
Name	Address
Julie S Gegen	
Name	Address
Dennis A Gegen	
Name	Address
Trudi Lee Lytle	
Name	Address
Jacques & Linda Lamothe Living Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Jacques Lamothe	
Name	Address
Linda Lamothe	
Name	Address
John Allen Lytle	
Name	Address
Lytle Trust	
Name	Address
Trudi Lee Lytle	
Name	Address
Trudi Lee Lytle	
Name	Address
Jacques & Linda Lamothe Living Trust	
Name	Address

Marjorie B Boulden

Name Address
Jacques Lamothe

Name Address
Jacques Lamothe

Name Address
Linda Lamothe

Name Address
Linda Lamothe

Name Address
John Allen Lytle

Name Address
John Allen Lytle

Name Address
Lytle Trust

Name Address
Marjorie B Boulden

Name Address
Robert Z Disman

Name Address
Yvonne A Disman

Name Address
Court Reporter

Fees

Notice of Change of Hearing - NCOH (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total: \$3.50	

Party Responsible for Fees	September Trust Dated March...	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	2700349
Filing Attorney	Laura Wolff	Order Id	002066218-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id 2066133	Submitted Date 1/29/2018 3:11 PM PST	Submitted User Name ljw@cjmlv.com
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Case Information

Location Department 18	Category Civil	Case Type Other Real Property
Case Initiation Date 11/30/2017	Case # A-17-765372-C	
Assigned to Judge Bailus, Mark B		

Filings

Filing Type EFileAndServe	Filing Code Notice of Change of Hearing - NCOH (CIV)
-------------------------------------	--

Filing Description
Notice of Change of Hearing

Filing on Behalf of
September Trust,Dennis A Gegen,Raynaldo G Sandoval,Gerry R Zobrist and Jolin G Zobrist Family Trust,Julie S Gegen,Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust,Julie Marie Sandoval Gegen,Gerry R Zobrist,Jolin G Zobrist

Filing Status Accepted	Accepted Date 1/30/2018 11:03 AM PST
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Lead Document

File Name	Security	Download
180129.Notice of Change of Hearing.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Wesley J. Smith	Christensen James & Martin	Yes	1/30/2018 2:55 PM PST
Sent	Shara Berry	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	Not Opened
Sent	Robin Jackson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	Not Opened
Sent	Richard Haskin	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	Not Opened
Sent	Timothy Elson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	1/30/2018 11:07 AM PST

Parties with No eService

Name Dennis A Gegen	Address
Name Raynaldo G Sandoval	Address
Name Gerry R Zobrist and Jolin G Zobrist Family Trust	Address
Name Julie S Gegen	Address
Name Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust	Address
Name Julie Marie Sandoval Gegen	Address
Name Gerry R Zobrist	Address
Name Jolin G Zobrist	Address
Name Trudi Lee Lytle	Address
Name John Allen Lytle	Address

Fees

Notice of Change of Hearing - NCOH (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total: \$3.50	

Party Responsible for Fees	September Trust	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	2700331
Filing Attorney	Laura Wolff	Order Id	002066133-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id 2082503	Submitted Date 2/1/2018 11:35 AM PST	Submitted User Name ljw@cjmlv.com
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Case Information

Location Department 18	Category Civil	Case Type Other Title to Property
Case Initiation Date 12/8/2016	Case # A-16-747800-C	
Assigned to Judge Bailus, Mark B		

Filings

Filing Type EFileAndServe	Filing Code Ex Parte Order - EXPR (CIV)
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Filing Description
Amended Order Granting Order Shortening Time

Client Reference Number
Lytle

Filing on Behalf of
September Trust Dated March 23, 1972, Gerry R. Zobrist and Jolin G. Zobrist Family Trust, The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated, Julie S Gegen, Dennis A Gegen

Filing Status Accepted	Accepted Date 2/2/2018 9:39 AM PST
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Lead Document

File Name	Security	Download
180130. Am Order Granting Order Shortening Time.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Liz Gould	Foley & Oakes, Pc	Yes	2/2/2018 9:44 AM PST
Sent	Daniel T. Foley	Foley & Oakes, Pc	Yes	2/2/2018 12:26 PM PST
Sent	Jennifer Martinez		Yes	Not Opened
Sent	Jennifer Martinez		Yes	2/2/2018 9:54 AM PST
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened
Sent	Mia Hurtado		Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Mia Hurtado		Yes	2/2/2018 9:55 AM PST
Sent	Laura J. Wolff	Christensen James & Martin	Yes	2/2/2018 1:33 PM PST
Sent	"Daniel T. Foley, Esq."		Yes	2/2/2018 12:25 PM PST
Sent	"Richard E. Haskin, Esq."		Yes	2/2/2018 10:11 AM PST
Sent	"Timothy P. Elson, Esq."		Yes	2/2/2018 9:44 AM PST
Sent	Maren Foley		Yes	Not Opened
Sent	Richard Haskin		Yes	Not Opened
Sent	Robin Jackson		Yes	Not Opened
Sent	Shara Berry		Yes	Not Opened
Sent	Timothy Elson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	2/2/2018 11:47 AM PST
Sent	Wesley J. Smith	Christensen James & Martin	Yes	2/2/2018 10:42 AM PST

Parties with No eService

Name	Address
Gerry R. Zobrist and Jolin G. Zobrist Family Trust	
Name	Address
The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated	
Name	Address
Julie S Gegen	
Name	Address
Dennis A Gegen	
Name	Address
Trudi Lee Lytle	
Name	Address
Jacques & Linda Lamothe Living Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Jacques Lamothe	
Name	Address
Linda Lamothe	
Name	Address
John Allen Lytle	
Name	Address
Lytle Trust	
Name	Address
Trudi Lee Lytle	
Name	Address
Trudi Lee Lytle	

Name	Address
Jacques & Linda Lamothe Living Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Jacques Lamothe	
Name	Address
Jacques Lamothe	
Name	Address
Linda Lamothe	
Name	Address
Linda Lamothe	
Name	Address
John Allen Lytle	
Name	Address
John Allen Lytle	
Name	Address
Lytle Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Robert Z Disman	
Name	Address
Yvonne A Disman	
Name	Address
Court Reporter	

Fees

Ex Parte Order - EXPR (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total: \$3.50	

Party Responsible for Fees	September Trust Dated March...	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	2720468
Filing Attorney	Laura Wolff	Order Id	002082503-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id 2096034	Submitted Date 2/5/2018 11:38 AM PST	Submitted User Name ljw@cjmlv.com
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Case Information

Location Department 18	Category Civil	Case Type Other Title to Property
Case Initiation Date 12/8/2016	Case # A-16-747800-C	
Assigned to Judge Bailus, Mark B		

Filings

Filing Type EFileAndServe	Filing Code Notice of Entry of Order - NEOJ (CIV)
Filing Description Notice of Entry of Amended Order Granting Order Shortening Time	
Client Reference Number lytle	
Filing on Behalf of September Trust Dated March 23, 1972, Gerry R. Zobrist and Jolin G. Zobrist Family Trust, The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated, Julie S Gegen, Dennis A Gegen	
Filing Status Accepted	Accepted Date 2/5/2018 11:53 AM PST

Lead Document

File Name	Security	Download
180205. Notice of Entry.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Liz Gould	Foley & Oakes, Pc	Yes	2/5/2018 12:52 PM PST
Sent	Daniel T. Foley	Foley & Oakes, Pc	Yes	2/5/2018 12:41 PM PST
Sent	Jennifer Martinez		Yes	2/5/2018 11:55 AM PST
Sent	Jennifer Martinez		Yes	Not Opened
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened
Sent	Mia Hurtado		Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Mia Hurtado		Yes	Not Opened
Sent	"Daniel T. Foley, Esq." .		Yes	Not Opened
Sent	"Richard E. Haskin, Esq." .		Yes	Not Opened
Sent	"Timothy P. Elson, Esq." .		Yes	Not Opened
Sent	Maren Foley .		Yes	Not Opened
Sent	Richard Haskin .		Yes	Not Opened
Sent	Robin Jackson .		Yes	Not Opened
Sent	Shara Berry .		Yes	Not Opened
Sent	Timothy Elson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	2/5/2018 2:34 PM PST
Sent	Wesley J. Smith	Christensen James & Martin	Yes	2/5/2018 11:56 AM PST

Parties with No eService

Name Gerry R. Zobrist and Jolin G. Zobrist Family Trust	Address
Name The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated	Address
Name Julie S Gegen	Address
Name Dennis A Gegen	Address
Name Trudi Lee Lytle	Address
Name Jacques & Linda Lamothe Living Trust	Address
Name Marjorie B Boulden	Address
Name Jacques Lamothe	Address
Name Linda Lamothe	Address
Name John Allen Lytle	Address
Name Lytle Trust	Address
Name Trudi Lee Lytle	Address
Name Trudi Lee Lytle	Address
Name	Address

Jacques & Linda Lamothe Living Trust

Name	Address
Marjorie B Boulden	
Name	Address
Jacques Lamothe	
Name	Address
Jacques Lamothe	
Name	Address
Linda Lamothe	
Name	Address
Linda Lamothe	
Name	Address
John Allen Lytle	
Name	Address
John Allen Lytle	
Name	Address
Lytle Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Robert Z Disman	
Name	Address
Yvonne A Disman	
Name	Address
Court Reporter	

Fees

Notice of Entry of Order - NEOJ (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	September Trust Dated March...	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	2730202
Filing Attorney	Laura Wolff	Order Id	002096034-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id 2123469	Submitted Date 2/9/2018 2:25 PM PST	Submitted User Name ljw@cjmlv.com
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Case Information

Location Department 18	Category Civil	Case Type Other Real Property
Case Initiation Date 11/30/2017	Case # A-17-765372-C	
Assigned to Judge Bailus, Mark B		

Filings

Filing Type EFileAndServe	Filing Code Request - REQT (CIV)
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Filing Description
Request for Change of Hearing Date on Motion for Summary Judgment or, in the Alternative, Motion for Judgment on the Pleadings

Client Reference Number
lytle

Filing on Behalf of
September Trust, Dennis A Gegen, Raynaldo G Sandoval, Gerry R Zobrist and Jolin G Zobrist Family Trust, Julie S Gegen, Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust, Julie Marie Sandoval Gegen, Gerry R Zobrist, Jolin G Zobrist

Filing Status Accepted	Accepted Date 2/9/2018 3:53 PM PST
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Lead Document

File Name	Security	Download
180208.Request for Change of Hearing Date for SJ Motion(1).pdf	Public Filed Document	Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Wesley J. Smith	Christensen James & Martin	Yes	2/9/2018 4:13 PM PST
Sent	Shara Berry	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	Not Opened
Sent	Robin Jackson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	Not Opened
Sent	Richard Haskin	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	2/13/2018 10:55 AM PST

Status	Name	Firm	Served	Date Opened
Sent	Timothy Elson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	2/9/2018 3:54 PM PST

Parties with No eService

- | | |
|--|----------------|
| Name | Address |
| Dennis A Gegen | |
| Name | Address |
| Raynaldo G Sandoval | |
| Name | Address |
| Gerry R Zobrist and Jolin G Zobrist Family Trust | |
| Name | Address |
| Julie S Gegen | |
| Name | Address |
| Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust | |
| Name | Address |
| Julie Marie Sandoval Gegen | |
| Name | Address |
| Gerry R Zobrist | |
| Name | Address |
| Jolin G Zobrist | |
| Name | Address |
| Trudi Lee Lytle | |
| Name | Address |
| John Allen Lytle | |

Fees

Request - REQ (CIV)

Description	Amount
Filing Fee	\$0.00
	Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
	Envelope Total: \$3.50

Party Responsible for Fees	September Trust	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	2762064
Filing Attorney	Laura Wolff	Order Id	002123469-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id 2171613	Submitted Date 2/21/2018 2:11 PM PST	Submitted User Name ljw@cjmlv.com
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Case Information

Location Department 18	Category Civil	Case Type Other Real Property
Case Initiation Date 11/30/2017	Case # A-17-765372-C	
Assigned to Judge Bailus, Mark B		

Filings

Filing Type EFileAndServe	Filing Code Reply - RPLY (CIV)
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Filing Description
Plaintiffs' Reply to Defendants' Opposition to the Motion for Summary Judgment, or, in the Alternative, Motion for Judgment on the Pleadings and Opposition to Plaintiffs' Countermotion for Summary Judgment

Client Reference Number
zobrist v lytle

Filing on Behalf of
September Trust, Dennis A Gegen, Raynaldo G Sandoval, Gerry R Zobrist and Jolin G Zobrist Family Trust, Julie S Gegen, Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust, Julie Marie Sandoval Gegen, Gerry R Zobrist, Jolin G Zobrist

Filing Status Accepted	Accepted Date 2/21/2018 5:12 PM PST
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Lead Document

File Name	Security	Download
180221.Opp to Countermotion for SJ and Reply to Opp to MT for SJ.pdf	Public Filed Document	Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Wesley J. Smith	Christensen James & Martin	Yes	2/21/2018 5:31 PM PST
Sent	Shara Berry	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	Not Opened
Sent	Robin Jackson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Richard Haskin	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	2/22/2018 9:36 AM PST
Sent	Timothy Elson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	2/27/2018 12:14 PM PST

Parties with No eService

Name	Address
Dennis A Gegen	
Raynaldo G Sandoval	
Gerry R Zobrist and Jolin G Zobrist Family Trust	
Julie S Gegen	
Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust	
Julie Marie Sandoval Gegen	
Gerry R Zobrist	
Jolin G Zobrist	
Trudi Lee Lytle	
John Allen Lytle	

Fees

Reply - RPLY (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	September Trust	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	2815745
Filing Attorney	Laura Wolff	Order Id	002171613-0
Transaction Response	Payment Complete		

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Envelope Information

Envelope Id
2207203

Submitted Date
2/28/2018 4:16 PM PST

Submitted User Name
ljw@cjmlv.com

Case Information

Location
Department 18

Category
Civil

Case Type
Other Title to Property

Case Initiation Date
12/8/2016

Case #
A-16-747800-C

Assigned to Judge
Bailus, Mark B

Filings

Filing Type
EFileAndServe

Filing Code
Order - ORDR (CIV)

Filing Description
Order Granting Motion to Consolidate Case No. A-16-747800-C with Case No. A-17-765372-C

Client Reference Number
zobrist

Filing on Behalf of
September Trust Dated March 23, 1972, Gerry R. Zobrist and Jolin G. Zobrist Family Trust, The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated, Julie S Gegen, Dennis A Gegen

Filing Status
Accepted

Accepted Date
3/2/2018 2:17 PM PST

Lead Document

File Name	Security	Download
180228. Order Granting Motion. Zobrist.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Liz Gould	Foley & Oakes, Pc	Yes	3/2/2018 2:23 PM PST
Sent	Daniel T. Foley	Foley & Oakes, Pc	Yes	Not Opened
Sent	Jennifer Martinez		Yes	Not Opened
Sent	Jennifer Martinez		Yes	3/2/2018 2:38 PM PST
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened
Sent	Mia Hurtado		Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Mia Hurtado		Yes	3/2/2018 2:25 PM PST
Sent	"Daniel T. Foley, Esq." .		Yes	Not Opened
Sent	"Richard E. Haskin, Esq." .		Yes	3/5/2018 9:56 AM PST
Sent	"Timothy P. Elson, Esq." .		Yes	Not Opened
Sent	Maren Foley .		Yes	Not Opened
Sent	Richard Haskin .		Yes	Not Opened
Sent	Robin Jackson .		Yes	Not Opened
Sent	Shara Berry .		Yes	Not Opened
Sent	Timothy Elson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	3/8/2018 10:56 AM PST
Sent	Wesley J. Smith	Christensen James & Martin	Yes	3/7/2018 11:11 AM PST

Parties with No eService

Name	Address
Gerry R. Zobrist and Jolin G. Zobrist Family Trust	
The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated	
Julie S Gegen	
Dennis A Gegen	
Trudi Lee Lytle	
Jacques & Linda Lamothe Living Trust	
Marjorie B Boulden	
Jacques Lamothe	
Linda Lamothe	
John Allen Lytle	
Lytle Trust	
Trudi Lee Lytle	

Jacques & Linda Lamothe Living Trust

Name	Address
Marjorie B Boulden	
Name	Address
Jacques Lamothe	
Name	Address
Jacques Lamothe	
Name	Address
Linda Lamothe	
Name	Address
Linda Lamothe	
Name	Address
John Allen Lytle	
Name	Address
John Allen Lytle	
Name	Address
Lytle Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Robert Z Disman	
Name	Address
Yvonne A Disman	
Name	Address
Court Reporter	

Fees

Order - ORDR (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	Gerry R. Zobrist and Jolin G. ...	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	2867223
Filing Attorney	Laura Wolff	Order Id	002207203-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id 2213638	Submitted Date 3/1/2018 4:20 PM PST	Submitted User Name ljw@cjmlv.com
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Case Information

Location Department 18	Category Civil	Case Type Other Title to Property
Case Initiation Date 12/8/2016	Case # A-16-747800-C	
Assigned to Judge Bailus, Mark B		

Filings

Filing Type EFileAndServe	Filing Code Request - REQ (CIV)
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Filing Description
Request to Set Hearing Date on Motion for Summary Judgment or, in the Alternative, Motion for Judgment on the Pleadings

Client Reference Number
zobrist lytle

Filing on Behalf of
September Trust Dated March 23, 1972, Gerry R. Zobrist and Jolin G. Zobrist Family Trust, The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated, Julie S Gegen, Dennis A Gegen

Filing Status Accepted	Accepted Date 3/2/2018 8:27 AM PST
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Lead Document

File Name	Security	Download
180301.Request to Set SJ Hearing Date.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Liz Gould	Foley & Oakes, Pc	Yes	3/2/2018 8:29 AM PST
Sent	Daniel T. Foley	Foley & Oakes, Pc	Yes	Not Opened
Sent	Jennifer Martinez		Yes	3/2/2018 8:43 AM PST
Sent	Jennifer Martinez		Yes	Not Opened
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Mia Hurtado		Yes	Not Opened
Sent	Mia Hurtado		Yes	Not Opened
Sent	"Daniel T. Foley, Esq."		Yes	Not Opened
Sent	"Richard E. Haskin, Esq."		Yes	Not Opened
Sent	"Timothy P. Elson, Esq."		Yes	Not Opened
Sent	Maren Foley		Yes	Not Opened
Sent	Richard Haskin		Yes	Not Opened
Sent	Robin Jackson		Yes	Not Opened
Sent	Shara Berry		Yes	Not Opened
Sent	Timothy Elson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	3/2/2018 12:35 PM PST
Sent	Wesley J. Smith	Christensen James & Martin	Yes	3/7/2018 11:08 AM PST

Parties with No eService

Name	Address
Gerry R. Zobrist and Jolin G. Zobrist Family Trust	
Name	Address
The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated	
Name	Address
Julie S Gegen	
Name	Address
Dennis A Gegen	
Name	Address
Trudi Lee Lytle	
Name	Address
Jacques & Linda Lamothe Living Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Jacques Lamothe	
Name	Address
Linda Lamothe	
Name	Address
John Allen Lytle	
Name	Address
Lytle Trust	
Name	Address
Trudi Lee Lytle	
Name	Address
Trudi Lee Lytle	

Name	Address
Jacques & Linda Lamothe Living Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Jacques Lamothe	
Name	Address
Jacques Lamothe	
Name	Address
Linda Lamothe	
Name	Address
Linda Lamothe	
Name	Address
John Allen Lytle	
Name	Address
John Allen Lytle	
Name	Address
Lytle Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Robert Z Disman	
Name	Address
Yvonne A Disman	
Name	Address
Court Reporter	

Fees

Request - REQT (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	September Trust Dated March...	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	2862900
Filing Attorney	Laura Wolff	Order Id	002213638-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id 2217853	Submitted Date 3/2/2018 12:51 PM PST	Submitted User Name ljw@cjmlv.com
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Case Information

Location Department 18	Category Civil	Case Type Other Real Property
Case Initiation Date 11/30/2017	Case # A-17-765372-C	
Assigned to Judge Bailus, Mark B		

Filings

Filing Type EFileAndServe	Filing Code Order - ORDR (CIV)
Filing Description Order Granting Motion to Consolidate Case No. A-16-747800-C with Case No. A-17-765372-C	
Client Reference Number Zobrist/Lytle	Comments to Court Reference Envelope #2207203
Filing on Behalf of September Trust, Raynaldo G Sandoval, Gerry R Zobrist and Jolin G Zobrist Family Trust, Julie S Gegen, Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust, Julie Marie Sandoval Gegen, Gerry R Zobrist, Jolin G Zobrist	
Filing Status Accepted	Accepted Date 3/2/2018 2:15 PM PST

Lead Document

File Name	Security	Download
180228. Order Granting Motion. Zobrist.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Natalie Saville	Christensen James & Martin	Yes	3/7/2018 11:10 AM PST
Sent	Wesley J. Smith	Christensen James & Martin	Yes	Not Opened
Sent	Laura J. Wolff	Christensen James & Martin	Yes	Not Opened
Sent	Shara Berry	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	Not Opened
Sent	Robin Jackson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Richard Haskin	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	3/5/2018 9:54 AM PST
Sent	Timothy Elson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	3/8/2018 10:45 AM PST

Parties with No eService

Name	Address
Raynaldo G Sandoval	
Gerry R Zobrist and Jolin G Zobrist Family Trust	
Julie S Gegen	
Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust	
Julie Marie Sandoval Gegen	
Gerry R Zobrist	
Jolin G Zobrist	
Dennis A Gegen	
Trudi Lee Lytle	
John Allen Lytle	

Fees

Order - ORDR (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	Gerry R Zobrist and Jolin G Z...	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	2867202
Filing Attorney	Laura Wolff	Order Id	002217853-0
Transaction Response	Payment Complete		

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Envelope Information

Envelope Id
2225107

Submitted Date
3/5/2018 2:19 PM PST

Submitted User Name
ljw@cjmliv.com

Case Information

Location
Department 18

Category
Civil

Case Type
Other Real Property

Case Initiation Date
11/30/2017

Case #
A-17-765372-C

Assigned to Judge
Bailus, Mark B

Filings

Filing Type
EFile

Filing Code
Notice - NOTC (CIV)

Filing Description
Notice of Entry of Order Granting Motion to Consolidate Case No. A-16-747800-C with Case No. A-17-765372-C

Client Reference Number
Zobrist/Lytle

Comments to Court
Reference Envelope #2225040

Filing on Behalf of
September Trust, Dennis A Gegen, Raynaldo G Sandoval, Gerry R Zobrist and Jolin G Zobrist Family Trust, Julie S Gegen, Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust, Julie Marie Sandoval Gegen, Gerry R Zobrist, Jolin G Zobrist

Filing Status
Accepted

Accepted Date
3/5/2018 2:33 PM PST

Lead Document

File Name	Download
Notice of Entry.pdf	Original File Court Copy

Fees

▼ Notice - NOTC (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee \$0.00

E-File Fee \$3.50
Envelope Total: \$3.50

Party Responsible for Fees	Gerry R Zobrist and Jolin G Z...	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	2874630
Filing Attorney	Laura Wolff	Order Id	002225107-0
Transaction Response	Payment Complete		

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Version: 3.16.2.5794

Envelope Information

Envelope Id 2225040	Submitted Date 3/5/2018 2:13 PM PST	Submitted User Name ljw@cjmlv.com
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Case Information

Location Department 18	Category Civil	Case Type Other Title to Property
Case Initiation Date 12/8/2016	Case # A-16-747800-C	
Assigned to Judge Bailus, Mark B		

Filings

Filing Type EFile	Filing Code Notice - NOTC (CIV)
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Filing Description
Notice of Entry of Order Granting Motion to Consolidate Case No. A-16-747800-C with Case No. A-17-765372-C

Client Reference Number
Zobrist/Lytle

Filing on Behalf of
September Trust Dated March 23, 1972, Gerry R. Zobrist and Jolin G. Zobrist Family Trust, The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated, Julie S Gegen, Dennis A Gegen

Filing Status Accepted	Accepted Date 3/5/2018 2:28 PM PST
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Lead Document

File Name	Security	Download
Notice of Entry.pdf		Original File Court Copy

Fees

Notice - NOTC (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Party Responsible for Fees	Gerry R. Zobrist and Jolin G. ...
Payment Account	Citi
Filing Attorney	Laura Wolff
Transaction Response	Payment Complete

Transaction Amount	\$3.50
Transaction Id	2874565
Order Id	002225040-0

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Version: 3.16.2.5794

Envelope Information

Envelope Id 2605985	Submitted Date 5/24/2018 10:08 AM PST	Submitted User Name wes@cjmlv.com
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Case Information

Location Department 18	Category Civil	Case Type Other Title to Property
Case Initiation Date 12/8/2016	Case # A-16-747800-C	
Assigned to Judge Bailus, Mark B		

Filings

Filing Type EFileAndServe	Filing Code Order - ORDR (CIV)
-------------------------------------	--

Filing Description
(A765372) Order Granting Motion for Summary Judgment or, in the Alternative, Motion for Judgment on the Pleadings and Denying Countermotion for Summary Judgment

Client Reference Number
zobrist/lytle

Filing on Behalf of
September Trust Dated March 23, 1972, Gerry R. Zobrist and Jolin G. Zobrist Family Trust, The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated, Julie S Gegen, Dennis A Gegen

Filing Status Accepted	Accepted Date 5/24/2018 10:47 AM PST
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Lead Document

File Name	Security	Download
180524. Order Granting Motion. Zobrist.pdf	Public Filed Document	Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Liz Gould	Foley & Oakes, Pc	Yes	5/24/2018 11:03 AM PST
Sent	Daniel T. Foley	Foley & Oakes, Pc	Yes	Not Opened
Sent	Jennifer Martinez		Yes	5/24/2018 10:50 AM PST
Sent	Jennifer Martinez		Yes	Not Opened
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Mia Hurtado		Yes	Not Opened
Sent	Mia Hurtado		Yes	Not Opened
Sent	Natalie Saville	Christensen James & Martin	Yes	Not Opened
Sent	Laura J. Wolff	Christensen James & Martin	Yes	Not Opened
Sent	"Daniel T. Foley, Esq."		Yes	Not Opened
Sent	"Richard E. Haskin, Esq."		Yes	Not Opened
Sent	"Timothy P. Elson, Esq."		Yes	Not Opened
Sent	Maren Foley		Yes	Not Opened
Sent	Richard Haskin		Yes	Not Opened
Sent	Robin Jackson		Yes	5/24/2018 4:13 PM PST
Sent	Shara Berry		Yes	Not Opened
Sent	Timothy Elson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	6/5/2018 11:07 AM PST
Sent	Wesley J. Smith	Christensen James & Martin	Yes	5/25/2018 2:27 PM PST

Parties with No eService

Name Gerry R. Zobrist and Jolin G. Zobrist Family Trust	Address
Name The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated	Address
Name Julie S Gegen	Address
Name Dennis A Gegen	Address
Name Trudi Lee Lytle	Address
Name Jacques & Linda Lamothe Living Trust	Address
Name Marjorie B Boulden	Address
Name Jacques Lamothe	Address
Name Linda Lamothe	Address
Name John Allen Lytle	Address
Name Lytle Trust	Address
Name	Address

Trudi Lee Lytle	
Name	Address
Trudi Lee Lytle	
Name	Address
Jacques & Linda Lamothe Living Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Jacques Lamothe	
Name	Address
Jacques Lamothe	
Name	Address
Linda Lamothe	
Name	Address
Linda Lamothe	
Name	Address
John Allen Lytle	
Name	Address
John Allen Lytle	
Name	Address
Lytle Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Robert Z Disman	
Name	Address
Yvonne A Disman	
Name	Address
Court Reporter	

Fees

Order - ORDR (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	September Trust Dated March...	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	3306551
Filing Attorney	Wesley Smith	Order Id	002605985-0
Transaction Response	Payment Complete		

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Version: 3.16.2.5794

Envelope Information

Envelope Id
2614947

Submitted Date
5/25/2018 2:12 PM PST

Submitted User Name
wes@cjmlv.com

Case Information

Location
Department 18

Category
Civil

Case Type
Other Title to Property

Case Initiation Date
12/8/2016

Case #
A-16-747800-C

Assigned to Judge
Bailus, Mark B

Filings

Filing Type
EFileAndServe

Filing Code
Notice of Entry of Order - NEOJ (CIV)

Filing Description
Notice of Entry of Order Granting Motion for Summary Judgment or, in the Alternative, Motion for Judgment on the Pleadings and Denying Countermotion for Summary Judgment

Client Reference Number
zobrist lytle

Filing on Behalf of
September Trust Dated March 23, 1972, Gerry R. Zobrist and Jolin G. Zobrist Family Trust, The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated, Julie S Gegen, Dennis A Gegen

Filing Status
Accepted

Accepted Date
5/25/2018 2:19 PM PST

Lead Document

File Name	Security	Download
180524.NOE Order Granting Motion.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Liz Gould	Foley & Oakes, Pc	Yes	5/25/2018 2:21 PM PST
Sent	Daniel T. Foley	Foley & Oakes, Pc	Yes	Not Opened
Sent	Jennifer Martinez		Yes	5/25/2018 2:41 PM PST
Sent	Jennifer Martinez		Yes	Not Opened
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened
Sent	Christina Wang	Fidelity National Law Group	Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Mia Hurtado		Yes	Not Opened
Sent	Mia Hurtado		Yes	Not Opened
Sent	Natalie Saville	Christensen James & Martin	Yes	Not Opened
Sent	Laura J. Wolff	Christensen James & Martin	Yes	5/25/2018 2:35 PM PST
Sent	"Daniel T. Foley, Esq."		Yes	Not Opened
Sent	"Richard E. Haskin, Esq."		Yes	5/25/2018 2:24 PM PST
Sent	"Timothy P. Elson, Esq."		Yes	Not Opened
Sent	Maren Foley		Yes	Not Opened
Sent	Richard Haskin		Yes	Not Opened
Sent	Robin Jackson		Yes	Not Opened
Sent	Shara Berry		Yes	Not Opened
Sent	Timothy Elson	Gibbs Giden Locher Turner Senet & Wittbrodt LLP	Yes	6/5/2018 1:35 PM PST

Parties with No eService

Name	Address
Gerry R. Zobrist and Jolin G. Zobrist Family Trust	
The Raynaldo G and Evelyn A Sandoval Joint Living and Devolution Trust Dated	
Julie S Gegen	
Dennis A Gegen	
Trudi Lee Lytle	
Jacques & Linda Lamothe Living Trust	
Marjorie B Boulden	
Jacques Lamothe	
Linda Lamothe	
John Allen Lytle	
Lytle Trust	
Trudi Lee Lytle	

Name	Address
Trudi Lee Lytle	
Name	Address
Jacques & Linda Lamothe Living Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Jacques Lamothe	
Name	Address
Jacques Lamothe	
Name	Address
Linda Lamothe	
Name	Address
Linda Lamothe	
Name	Address
John Allen Lytle	
Name	Address
John Allen Lytle	
Name	Address
Lytle Trust	
Name	Address
Marjorie B Boulden	
Name	Address
Robert Z Disman	
Name	Address
Yvonne A Disman	
Name	Address
Court Reporter	

Fees

Notice of Entry of Order - NEOJ (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	September Trust Dated March...	Transaction Amount	\$3.50
Payment Account	Citi	Transaction Id	3316044
Filing Attorney	Wesley Smith	Order Id	002614947-0
Transaction Response	Payment Complete		

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EXHIBIT B

Download Fees			
	Date	Description	Amount
1	10/11/2017	Plaintiff's Errata to Complaint for Declaratory Relief	\$2.00
2	10/11/2017	Order Granting Summary Judgment	\$5.00
3	10/11/2017	Compaint for Declaratory Relief	\$5.50
4	11/13/2017	Order Granting Motion for Attorney's Fees (11/8/2017)	\$8.50
5	11/13/2017	Order Granting Motion for Summary Judgement (11/15/2017)	\$3.00
6	1/9/2018	Answer (A-16-747800-C)	\$6.00
7	1/25/2018	Order Awarding Plaintiffs Damages Following Prove-Up Hearing	\$2.00
8	1/25/2018	Order Awarding Costs	\$17.00

Eighth Judicial District Court Portal

Payment Details

Billed To: Carma Johnson
 MASTERCARD XXXXXXXXXXXX9312
Date: 10/11/2017
Number: 5845

Name	Quantity	Per Unit Cost	Total
ODYDocument	2	\$0.50	\$1.00

Document Name: Plaintiffs' Errata to Complaint for Declaratory Relief

Case Number: A-15-716420-C

[View Document](#)

[Download Document](#)

\$1.00

TOTAL AMOUNT: \$2.00

[Back](#)

Eighth Judicial District Court Portal

Payment Details

Billed To: Carma Johnson
 MASTERCARD XXXXXXXXXXXX9312
Date: 10/11/2017
Number: 5846

Name	Quantity	Per Unit Cost	Total
ODYDocument	8	\$0.50	\$4.00

Document Name: Order Granting Summary Judgment - OGSJ

Case Number: A-15-716420-C

[View Document](#)

[Download Document](#)

\$1.00

TOTAL AMOUNT: \$5.00

[Back](#)

Eighth Judicial District Court Portal

Payment Details

Billed To: Carma Johnson
 MASTERCARD XXXXXXXXXXXXX9312
Date: 10/11/2017
Number: 5823

Name	Quantity	Per Unit Cost	Total
ODYDocument	9	\$0.50	\$4.50

Document Name: Complaint for Declaratory Relief

Case Number: A-15-716420-C

[View Document](#)

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\$1.00

TOTAL AMOUNT: \$5.50

[Back](#)

Eighth Judicial District Court Portal

Payment Details

Billed To: Carma Johnson
 MASTERCARD XXXXXXXXXXXX9312
Date: 10/19/2017
Number: 6274

Name	Quantity	Per Unit Cost	Total
ODYDocument	42	\$0.50	\$21.00

Document Name: Ex Parte Motion for Order Allowing Examination of Judgment - EXPM

Case Number: A-10-631355-C

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\$1.00

TOTAL AMOUNT: \$22.00

[Back](#)

Eighth Judicial District Court Portal

Payment Details

Billed To: Carma Johnson
 MASTERCARD XXXXXXXXXXXX9312
Date: 11/13/2017
Number: 7580

Name	Quantity	Per Unit Cost	Total
ODYDocument	15	\$0.50	\$7.50

Document Name: Order Granting Plaintiff John Allen Lytle and Trudi Lee Lytle's, as Trustees of the Lytle Trust, Mo

Case Number: A-10-631355-C

[View Document](#)

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\$1.00

TOTAL AMOUNT: \$8.50

[Back](#)

Eighth Judicial District Court Portal

Payment Details

Billed To: Carma Johnson
MASTERCARD XXXXXXXXXXXXX9312
Date: 11/13/2017
Number: 7583

Name	Quantity	Per Unit Cost	Total
ODYDocument	4	\$0.50	\$2.00

Document Name: Order - ORDR

Case Number: A-15-716420-C

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\$1.00

TOTAL AMOUNT: \$3.00

[Back](#)

Eighth Judicial District Court Portal

Payment Details

Billed To: Carma Johnson
MASTERCARD XXXXXXXXXXXXX9312
Date: 1/9/2018
Number: 10510

Name	Quantity	Per Unit Cost	Total
ODYDocument	10	\$0.50	\$5.00

Document Name: Answer - ANS

Case Number: A-16-747800-C

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\$1.00

TOTAL AMOUNT: \$6.00

[Back](#)

Eighth Judicial District Court Portal

Payment Details

Billed To: Carma Johnson
MASTERCARD XXXXXXXXXXXXX9312
Date: 1/25/2018
Number: 11326

Name	Quantity	Per Unit Cost	Total
ODYDocument	2	\$0.50	\$1.00

Document Name: Order Awarding Plaintiffs Damages Following Prove-Up Hearing

Case Number: A-09-593497-C

[View Document](#)

[Download Document](#)

\$1.00

TOTAL AMOUNT: \$2.00

[Back](#)

Eighth Judicial District Court Portal

Payment Details

Billed To: Carma Johnson
 MASTERCARD XXXXXXXXXXXX9312
Date: 1/25/2018
Number: 11327

Name	Quantity	Per Unit Cost	Total
ODYDocument	32	\$0.50	\$16.00

Document Name: Order Awarding Costs

Case Number: A-09-593497-C

[View Document](#)

[Download Document](#)

\$1.00

TOTAL AMOUNT: \$17.00

[Back](#)

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EXHIBIT C

Parking Fees			
	Date	Description	Amount
1	2/21/2018	Parking Fee for Hearing on Motion to Consolidate	\$4.00
2	3/21/2018	Parking Fee for Motion for Summary Judgment Hearing	\$8.00

MOTION TO CONSOLIDATE HEARINGS

Transaction Info:

206 (MST) Lytle

164 SPOT 3 6545 #DTLVparking
02/21 12:42 PM

Purchase Date/Time
02/21/18 08:42 AM \$ 4.00

Transaction ID:
17137

Meter ID:
2000144



www.lasvegasnevada.gov/parking

Transaction Info:

36 37069 #DTLVparking
03/21 12:25 PM

Purchase Date/Time: 03/21/18 08:25 AM \$ 8.00

Transaction ID: 26673 ROSEMERIE LYNE

Meter ID: 2000125

MSS HEARINGS www.lasvegasnevada.gov/parking



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EXHIBIT D

Westlaw			
	Date	Description	Amount
1	11/30/2017	Westlaw Research 11/1-11/30/18	\$56.76
2	1/31/2018	WestLaw Research 1/1-1/31/18	\$515.85
3	2/28/2018	WestLaw Research 2/1-2/28/18	\$402.36
4	3/31/2018	WestLaw Research 3/1-3/31/18	\$84.91
5	5/31/2018	WestLaw Research 5/1-5/31/18	\$200.54

KEVIN B CHRISTENSEN
 7440 W SAHARA AVE
 LAS VEGAS NV 89117-2740



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INVOICE # 837276887 POSTING # 6118773523	BILLING SUMMARY NOV 01, 2017 - NOV 30, 2017	PAGE 1
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DESCRIPTION	UNITS	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD
DETAIL OF CHARGES				
<u>DRAFTING ASSISTANT</u>				
MONTHLY CHARGES				
DOWNLOADED SOFTWARE		125.06	0.00	125.06
TOTAL MONTHLY CHARGES		125.06S	0.00S	125.06S
TOTAL DRAFTING ASSISTANT CHARGES		125.06SG	0.00SG	125.06SG
<u>PEOPLEMAP PREMIER ON WESTLAW</u>				
MONTHLY CHARGES				
DATABASE CHARGES		520.52	0.00	520.52
TOTAL MONTHLY CHARGES		520.52S	0.00S	520.52S
TOTAL PEOPLEMAP PREMIER ON WESTLAW CHARGES		520.52SG	0.00SG	520.52SG
<u>NV ALL CASES AND STATUTES GOLD WITH REGULATIONSPLUS ON WESTLAW</u>				
MONTHLY CHARGES				
DATABASE CHARGES		521.35	0.00	521.35
TOTAL MONTHLY CHARGES		521.35S	0.00S	521.35S
TOTAL NV ALL CASES AND STATUTES GOLD WITH REGULATIONSPLUS ON WESTLAW CHARGES		521.35SG	0.00SG	521.35SG
TOTAL DETAIL OF CHARGES		1,166.93SG	0.00SG	1,166.93SG
TOTAL WEST INFORMATION CHARGES		1,166.93G	0.00G	1,166.93G

THE RATES USED TO CALCULATE CLIENT/REFERENCE CHARGES HAVE BEEN DESIGNATED BY SUBSCRIBER OR ARE BASED ON RETAIL RATES
 SUBSCRIBER AGREES NOT TO DISSEMINATE THIS REPORT TO ANY THIRD PARTY OR TO REPRESENT THE CHARGES AS ACTUAL ONLINE CHARGES.

11/30/2017

ACCT# 1000601463 KEVIN B CHRISTENSEN LAS VEGAS, NV 89117-2740		USER BY CLIENT/REFERENCE BY DAY DETAIL			INVOICE # 837276887 POSTING # 6118773523		PAGE 6
		NOV 01, 2017 - NOV 30, 2017					
USER	DOCUMENT	DATABASE TIME	TRANS	CONNECT/ COMMUNICATION	DOC/LINES	TOTAL CHARGE IN USD*	
	DOCUMENT DISPLAYS		7			0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	10I	:00I	0I	0.00I	
	TOTAL 3335467 JAMES, EVAN L CHARGES	:00S	267S	:00S	0S	0.00S	
3335499 LARSON, NATALIE							
LAURA							
	11/24/2017 SPECIAL PRICING INCLUDED CHARGES(I)						
	TRANSACTIONAL SEARCHES		2			0.00	
	DOCUMENT DISPLAYS		13			0.00	
	KEYCITE		1			0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	16I	:00I	0I	0.00I	
LYTLE							
	11/09/2017 SPECIAL PRICING INCLUDED CHARGES(I)						
	DOCUMENT DISPLAYS		8			0.00	
	KEYCITE		1			0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	9I	:00I	0I	0.00I	
	11/10/2017 SPECIAL PRICING INCLUDED CHARGES(I)						
	TRANSACTIONAL SEARCHES		11			0.00	
	DOCUMENT DISPLAYS		14			0.00	
	KEYCITE		2			0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	27I	:00I	0I	0.00I	
	11/13/2017 SPECIAL PRICING INCLUDED CHARGES(I)						
	DOCUMENT DISPLAYS		1			0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	1I	:00I	0I	0.00I	
	11/01/2017 SPECIAL PRICING INCLUDED CHARGES(I)						
	DOCUMENT DISPLAYS		2			0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	2I	:00I	0I	0.00I	
	11/27/2017 SPECIAL PRICING INCLUDED CHARGES(I)						
	DOCUMENT DISPLAYS		7			0.00	
	KEYCITE		1			0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	8I	:00I	0I	0.00I	
	11/28/2017 SPECIAL PRICING INCLUDED CHARGES(I)						
	DOCUMENT DISPLAYS		25			0.00	
	KEYCITE		1			0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	26I	:00I	0I	0.00I	
	TOTAL 3335499 LARSON, NATALIE CHARGES	:00S	89S	:00S	0S	0.00S	

* INCLUDES APPLICABLE TAXES

6572

1000601463

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RA0255

12/6/2017

QuickView+ - Report

11/30/2017

Client [REDACTED]						
User Name SMITH,WES (11990350)						
Day 11/29/2017						
Totals for Included	13	514.00 USD	489.11 USD	24.89 USD	0.00 USD	24.89 USD
Totals for Day 11/29/2017	13	514.00 USD	489.11 USD	24.89 USD	0.00 USD	24.89 USD
Totals for User Name SMITH,WES (11990350)	13	514.00 USD	489.11 USD	24.89 USD	0.00 USD	24.89 USD
Totals for Client [REDACTED]	13	514.00 USD	489.11 USD	24.89 USD	0.00 USD	24.89 USD
Client [REDACTED]						
User Name JAMES,EVAN L (3335467)						
Day 11/01/2017						
Totals for Included	3	66.00 USD	62.80 USD	3.20 USD	0.00 USD	3.20 USD
Totals for Day 11/01/2017	3	66.00 USD	62.80 USD	3.20 USD	0.00 USD	3.20 USD
Day 11/06/2017						
Totals for Included	60	1,716.00 USD	1,632.92 USD	83.08 USD	0.00 USD	83.08 USD
Totals for Day 11/06/2017	60	1,716.00 USD	1,632.92 USD	83.08 USD	0.00 USD	83.08 USD
Day 11/08/2017						
Totals for Included	9	274.00 USD	260.73 USD	13.27 USD	0.00 USD	13.27 USD
Totals for Day 11/08/2017	9	274.00 USD	260.73 USD	13.27 USD	0.00 USD	13.27 USD
Day 11/09/2017						
Totals for Included	72	2,064.00 USD	1,964.07 USD	99.93 USD	0.00 USD	99.93 USD
Totals for Day 11/09/2017	72	2,064.00 USD	1,964.07 USD	99.93 USD	0.00 USD	99.93 USD
Day 11/13/2017						
Totals for Included	20	630.00 USD	599.50 USD	30.50 USD	0.00 USD	30.50 USD
Totals for Day 11/13/2017	20	630.00 USD	599.50 USD	30.50 USD	0.00 USD	30.50 USD
Day 11/16/2017						
Totals for Included	8	176.00 USD	167.48 USD	8.52 USD	0.00 USD	8.52 USD
Totals for Day 11/16/2017	8	176.00 USD	167.48 USD	8.52 USD	0.00 USD	8.52 USD
Day 11/29/2017						
Totals for Included	3	66.00 USD	62.80 USD	3.20 USD	0.00 USD	3.20 USD
Totals for Day 11/29/2017	3	66.00 USD	62.80 USD	3.20 USD	0.00 USD	3.20 USD
Totals for User Name JAMES,EVAN L (3335467)	175	4,992.00 USD	4,750.31 USD	241.69 USD	0.00 USD	241.69 USD
Totals for Client [REDACTED]	175	4,992.00 USD	4,750.31 USD	241.69 USD	0.00 USD	241.69 USD
Client [REDACTED]						
User Name SMITH,WES (11990350)						
Day 11/13/2017						
Totals for Included	8	176.00 USD	167.48 USD	8.52 USD	0.00 USD	8.52 USD
Totals for Day 11/13/2017	8	176.00 USD	167.48 USD	8.52 USD	0.00 USD	8.52 USD
Day 11/28/2017						
Totals for Included	5	224.00 USD	213.15 USD	10.85 USD	0.00 USD	10.85 USD
Totals for Day 11/28/2017	5	224.00 USD	213.15 USD	10.85 USD	0.00 USD	10.85 USD
Totals for User Name SMITH,WES (11990350)	13	400.00 USD	380.63 USD	19.37 USD	0.00 USD	19.37 USD
Totals for Client [REDACTED]	13	400.00 USD	380.63 USD	19.37 USD	0.00 USD	19.37 USD
Client LAURA						
User Name LARSON,NATALIE (3335499)						
Day 11/24/2017						
Totals for Included	16	428.00 USD	407.28 USD	20.72 USD	0.00 USD	20.72 USD
Totals for Day 11/24/2017	16	428.00 USD	407.28 USD	20.72 USD	0.00 USD	20.72 USD
Totals for User Name LARSON,NATALIE (3335499)	16	428.00 USD	407.28 USD	20.72 USD	0.00 USD	20.72 USD
Totals for Client LAURA	16	428.00 USD	407.28 USD	20.72 USD	0.00 USD	20.72 USD
Client LYTLE						
User Name LARSON,NATALIE (3335499)						
Day 11/09/2017						
Totals for Included	9	198.00 USD	188.41 USD	9.59 USD	0.00 USD	9.59 USD
Totals for Day 11/09/2017	9	198.00 USD	188.41 USD	9.59 USD	0.00 USD	9.59 USD
Day 11/10/2017						
Totals for Included	27	952.00 USD	905.91 USD	46.09 USD	0.00 USD	46.09 USD
Totals for Day 11/10/2017	27	952.00 USD	905.91 USD	46.09 USD	0.00 USD	46.09 USD
Day 11/13/2017						
Totals for Included	1	22.00 USD	20.93 USD	1.07 USD	0.00 USD	1.07 USD
Totals for Day 11/13/2017	1	22.00 USD	20.93 USD	1.07 USD	0.00 USD	1.07 USD
Totals for User Name LARSON,NATALIE (3335499)	37	1,172.00 USD	1,115.26 USD	56.74 USD	0.00 USD	56.74 USD
Totals for Client LYTLE	37	1,172.00 USD	1,115.26 USD	56.74 USD	0.00 USD	56.74 USD
[REDACTED]						
User Name SMITH,WES (11990350)						
Day 11/02/2017						
Totals for Included	3	66.00 USD	62.80 USD	3.20 USD	0.00 USD	3.20 USD
Totals for Day 11/02/2017	3	66.00 USD	62.80 USD	3.20 USD	0.00 USD	3.20 USD
Day 11/14/2017						
Totals for Included	6	170.00 USD	161.77 USD	8.23 USD	0.00 USD	8.23 USD
Totals for Day 11/14/2017	6	170.00 USD	161.77 USD	8.23 USD	0.00 USD	8.23 USD

ACCT# 1000601463
 KEVIN B CHRISTENSEN
 7440 W SAHARA AVE
 LAS VEGAS NV 89117-2740

—
 —
 —
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INVOICE # 837612761	WEST INFORMATION CHARGES INVOICE JAN 01, 2018 - JAN 31, 2018		PAGE 1
DESCRIPTION	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD
WEST INFORMATION CHARGES	1,166.93	0.00	1,166.93
<p>IMPORTANT NEWS TIME SAVING TIP: You can now find answers 24/7 to commonly asked customer service questions online at legalsolutions.com/support. Find information on account maintenance, billing, returns, refunds, OnePass, orders, subscriptions, contracts and more.</p>			

CR# 21715
\$1166.93
3/2/18

FOR BILLING INFORMATION CALL
 1-800-328-4880

EB

1000601463

Y

KEVIN B CHRISTENSEN
 7440 W SAHARA AVE
 LAS VEGAS NV 89117-2740

IMPORTANT NEWS

*INDICATES A SYSTEM CREDIT
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 Find information on account maintenance, billing, returns, refunds, OnePass, orders, subscriptions, contracts and more.

INVOICE # 837612761 POSTING # 6119857462	BILLING SUMMARY JAN 01, 2018 - JAN 31, 2018			PAGE 1
DESCRIPTION	UNITS	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD
DETAIL OF CHARGES				
<u>DRAFTING ASSISTANT</u>				
MONTHLY CHARGES				
DOWNLOADED SOFTWARE		125.06	0.00	125.06
TOTAL MONTHLY CHARGES		125.06S	0.00S	125.06S
TOTAL DRAFTING ASSISTANT CHARGES		125.06SG	0.00SG	125.06SG
<u>PEOPLEMAP PREMIER ON WESTLAW</u>				
MONTHLY CHARGES				
DATABASE CHARGES		520.52	0.00	520.52
TOTAL MONTHLY CHARGES		520.52S	0.00S	520.52S
TOTAL PEOPLEMAP PREMIER ON WESTLAW CHARGES		520.52SG	0.00SG	520.52SG
<u>NV ALL CASES AND STATUTES GOLD WITH REGULATIONSPLUS ON WESTLAW</u>				
MONTHLY CHARGES				
DATABASE CHARGES		521.35	0.00	521.35
TOTAL MONTHLY CHARGES		521.35S	0.00S	521.35S
TOTAL NV ALL CASES AND STATUTES GOLD WITH REGULATIONSPLUS ON WESTLAW CHARGES		521.35SG	0.00SG	521.35SG
TOTAL DETAIL OF CHARGES		1,166.93SG	0.00SG	1,166.93SG
TOTAL WEST INFORMATION CHARGES		1,166.93G	0.00G	1,166.93G

THE RATES USED TO CALCULATE CLIENT/REFERENCE CHARGES HAVE BEEN DESIGNATED BY SUBSCRIBER OR ARE BASED ON RETAIL RATES
 SUBSCRIBER AGREES NOT TO DISSEMINATE THIS REPORT TO ANY THIRD PARTY OR TO REPRESENT THE CHARGES AS ACTUAL ONLINE CHARGES.

ACCT# 1000601463 KEVIN B CHRISTENSEN LAS VEGAS, NV 89117-2740		USER BY CLIENT/REFERENCE BY DAY DETAIL			INVOICE # 837612761 POSTING # 6119857462		PAGE 5	
USER		DATABASE TIME	TRANS	CONNECT/ COMMUNICATION	DOC/LINES	TOTAL CHARGE IN USD*		
01/30/2018 SPECIAL PRICING INCLUDED CHARGES(I)								
TRANSACTIONAL SEARCHES			7					0.00
DOCUMENT DISPLAYS			7					0.00
TOTAL SPECIAL PRICING INCLUDED CHARGES(I)		:00I	14I	:00I	0I			0.00I
TOTAL 3335467 JAMES, EVAN L CHARGES		:00S	123S	:00S	0S			0.00S
3335499 LARSON, NATALIE								
LAURA								
01/27/2018 SPECIAL PRICING INCLUDED CHARGES(I)								
TRANSACTIONAL SEARCHES			1					0.00
DOCUMENT DISPLAYS			7					0.00
TOTAL SPECIAL PRICING INCLUDED CHARGES(I)		:00I	8I	:00I	0I			0.00I
ZOBRIST V. LYTLE								
01/10/2018 SPECIAL PRICING INCLUDED CHARGES(I)								
TRANSACTIONAL SEARCHES			1					0.00
DOCUMENT DISPLAYS			13					0.00
KEYCITE			1					0.00
TOTAL SPECIAL PRICING INCLUDED CHARGES(I)		:00I	15I	:00I	0I			0.00I
01/12/2018 SPECIAL PRICING INCLUDED CHARGES(I)								
TRANSACTIONAL SEARCHES			1					0.00
DOCUMENT DISPLAYS			18					0.00
TOTAL SPECIAL PRICING INCLUDED CHARGES(I)		:00I	19I	:00I	0I			0.00I
01/29/2018 SPECIAL PRICING INCLUDED CHARGES(I)								
DOCUMENT DISPLAYS			2					0.00
TOTAL SPECIAL PRICING INCLUDED CHARGES(I)		:00I	2I	:00I	0I			0.00I
01/30/2018 SPECIAL PRICING INCLUDED CHARGES(I)								
TRANSACTIONAL SEARCHES			1					0.00
DOCUMENT DISPLAYS			44					0.00
KEYCITE			3					0.00
TOTAL SPECIAL PRICING INCLUDED CHARGES(I)		:00I	48I	:00I	0I			0.00I
01/31/2018 SPECIAL PRICING INCLUDED CHARGES(I)								
TRANSACTIONAL SEARCHES			2					0.00
DOCUMENT DISPLAYS			117					0.00
TOTAL SPECIAL PRICING INCLUDED CHARGES(I)		:00I	119I	:00I	0I			0.00I
TOTAL 3335499 LARSON, NATALIE CHARGES		:00S	211S	:00S	0S			0.00S
11990350 SMITH, WES								

* INCLUDES APPLICABLE TAXES

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THE RATES USED TO CALCULATE CLIENT/REFERENCE CHARGES HAVE BEEN DESIGNATED BY SUBSCRIBER OR ARE BASED ON RETAIL RATES
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ACCT# 1000601463 KEVIN B CHRISTENSEN LAS VEGAS, NV 89117-2740		USER BY CLIENT/REFERENCE BY DAY DETAIL			INVOICE # 837612761 POSTING # 6119857462		PAGE 7	
		JAN 01, 2018 - JAN 31, 2018						
USER		DATABASE TIME	TRANS	CONNECT/ COMMUNICATION	DOC/LINES	TOTAL CHARGE IN USD*		
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	9I	:00I	0I	0.00I		
01/22/2018	SPECIAL PRICING INCLUDED CHARGES(I)							
	TRANSACTIONAL SEARCHES		2			0.00		
	DOCUMENT DISPLAYS		11			0.00		
	KEYCITE		1			0.00		
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	14I	:00I	0I	0.00I		
01/23/2018	SPECIAL PRICING INCLUDED CHARGES(I)							
	TRANSACTIONAL SEARCHES		1			0.00		
	DOCUMENT DISPLAYS		2			0.00		
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	3I	:00I	0I	0.00I		
01/05/2018	SPECIAL PRICING INCLUDED CHARGES(I)							
	DOCUMENT DISPLAYS		4			0.00		
	KEYCITE		2			0.00		
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	6I	:00I	0I	0.00I		
01/08/2018	SPECIAL PRICING INCLUDED CHARGES(I)							
	KEYCITE ALERT OTHER		2			0.00		
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	2I	:00I	0I	0.00I		
01/22/2018	SPECIAL PRICING INCLUDED CHARGES(I)							
	KEYCITE ALERT OTHER		2			0.00		
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	2I	:00I	0I	0.00I		
01/23/2018	SPECIAL PRICING INCLUDED CHARGES(I)							
	DOCUMENT DISPLAYS		3			0.00		
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	3I	:00I	0I	0.00I		
	ROSEMERE V. LYTTLE							
01/31/2018	SPECIAL PRICING INCLUDED CHARGES(I)							
	DOCUMENT DISPLAYS		24			0.00		
	KEYCITE		7			0.00		
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	31I	:00I	0I	0.00I		
	TOTAL 11990350 SMITH, WES CHARGES	:00S	133S	:00S	0S	0.00S		
	11990352 ARCHIBALD, KEVIN							
01/29/2018	SPECIAL PRICING INCLUDED CHARGES(I)							
	TRANSACTIONAL SEARCHES		5			0.00		
	DOCUMENT DISPLAYS		5			0.00		
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	10I	:00I	0I	0.00I		

* INCLUDES APPLICABLE TAXES

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THOMSON REUTERS

ACCT# 1000601463

KEVIN B CHRISTENSEN
7440 W SAHARA AVE
LAS VEGAS NV 89117-2740

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INVOICE # 837801450	WEST INFORMATION CHARGES INVOICE FEB 01, 2018 - FEB 28, 2018		PAGE 1
DESCRIPTION	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD
WEST INFORMATION CHARGES	1,166.93	0.00	1,166.93

CK# 21764
 \$ 1166.93
 3.2918

IMPORTANT NEWS
 TIME SAVING TIP: You can now find answers 24/7 to commonly asked customer service questions online at legalsolutions.com/support.
 Find information on account maintenance, billing, returns, refunds, OnePass, orders, subscriptions, contracts and more.

FOR BILLING INFORMATION CALL
1-800-328-4880

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ACCT# 1000601463

KEVIN B CHRISTENSEN
 7440 W SAHARA AVE
 LAS VEGAS NV 89117-2740

IMPORTANT NEWS
 *INDICATES A SYSTEM CREDIT
 TIME SAVING TIP: You can now find answers 24/7 to commonly asked customer service questions online at legalsolutions.com/support.
 Find information on account maintenance, billing, returns, refunds, OnePass, orders, subscriptions, contracts and more.

INVOICE # 837801450	BILLING SUMMARY	PAGE
POSTING # 6120435304	FEB 01, 2018 - FEB 28, 2018	1

DESCRIPTION	UNITS	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD
DETAIL OF CHARGES				
<u>DRAFTING ASSISTANT</u>				
MONTHLY CHARGES				
DOWNLOADED SOFTWARE		125.06	0.00	125.06
TOTAL MONTHLY CHARGES		125.06S	0.00S	125.06S
TOTAL DRAFTING ASSISTANT CHARGES		125.06SG	0.00SG	125.06SG
<u>PEOPLEMAP PREMIER ON WESTLAW</u>				
MONTHLY CHARGES				
DATABASE CHARGES		520.52	0.00	520.52
TOTAL MONTHLY CHARGES		520.52S	0.00S	520.52S
TOTAL PEOPLEMAP PREMIER ON WESTLAW CHARGES		520.52SG	0.00SG	520.52SG
<u>NV ALL CASES AND STATUTES GOLD WITH REGULATIONSPLUS ON WESTLAW</u>				
MONTHLY CHARGES				
DATABASE CHARGES		521.35	0.00	521.35
TOTAL MONTHLY CHARGES		521.35S	0.00S	521.35S
TOTAL NV ALL CASES AND STATUTES GOLD WITH REGULATIONSPLUS ON WESTLAW CHARGES		521.35SG	0.00SG	521.35SG
TOTAL DETAIL OF CHARGES		1,166.93SG	0.00SG	1,166.93SG
TOTAL WEST INFORMATION CHARGES		1,166.93G	0.00G	1,166.93G



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ACCT# 1000601463 KEVIN B CHRISTENSEN LAS VEGAS, NV 89117-2740		USER BY CLIENT/REFERENCE BY DAY DETAIL			INVOICE # 837801450 POSTING # 6120435304		PAGE 6
		FEB 01, 2018 - FEB 28, 2018					
USER		DATABASE TIME	TRANS	CONNECT/ COMMUNICATION	DOC/LINES	TOTAL CHARGE IN USD*	
	DOCUMENT DISPLAYS		17			0.00	
	KEYCITE		1			0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	181	:001	01	0.00I	
02/09/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
	TRANSACTIONAL SEARCHES		2			0.00	
	DOCUMENT DISPLAYS		16			0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	181	:001	01	0.00I	
02/13/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
	DOCUMENT DISPLAYS		7			0.00	
	KEYCITE		1			0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	81	:001	01	0.00I	
02/26/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
	TRANSACTIONAL SEARCHES		1			0.00	
	DOCUMENT DISPLAYS		15			0.00	
	KEYCITE		2			0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	181	:001	01	0.00I	
ZOBRIST V. LYTTLE							
02/01/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
	TRANSACTIONAL SEARCHES		1			0.00	
	DOCUMENT DISPLAYS		18			0.00	
	KEYCITE		1			0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	201	:001	01	0.00I	
02/02/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
	TRANSACTIONAL SEARCHES		1			0.00	
	DOCUMENT DISPLAYS		53			0.00	
	KEYCITE		5			0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	591	:001	01	0.00I	
02/05/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
	TRANSACTIONAL SEARCHES		2			0.00	
	DOCUMENT DISPLAYS		20			0.00	
	KEYCITE		1			0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	231	:001	01	0.00I	
02/09/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
	TRANSACTIONAL SEARCHES		1			0.00	
	DOCUMENT DISPLAYS		7			0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	81	:001	01	0.00I	

* INCLUDES APPLICABLE TAXES

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ACCT# 1000601463 KEVIN B CHRISTENSEN LAS VEGAS, NV 89117-2740		USER BY CLIENT/REFERENCE BY DAY DETAIL			INVOICE # 837801450 POSTING # 6120435304		PAGE 7
		FEB 01, 2018 - FEB 28, 2018					
USER	DATE	DESCRIPTION	DB TIME	TRANS	CONNECT/COMMUNICATION	DOC/LINES	TOTAL CHARGE IN USD*
02/12/2018		SPECIAL PRICING INCLUDED CHARGES(I)					
		TRANSACTIONAL SEARCHES		7			0.00
		DOCUMENT DISPLAYS		30			0.00
		TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	371	:001	01	0.001
02/14/2018		SPECIAL PRICING INCLUDED CHARGES(I)					
		TRANSACTIONAL SEARCHES		11			0.00
		DOCUMENT DISPLAYS		47			0.00
		KEYCITE		3			0.00
		TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	611	:001	01	0.001
02/15/2018		SPECIAL PRICING INCLUDED CHARGES(I)					
		TRANSACTIONAL SEARCHES		2			0.00
		DOCUMENT DISPLAYS		7			0.00
		KEYCITE		2			0.00
		TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	111	:001	01	0.001
02/16/2018		SPECIAL PRICING INCLUDED CHARGES(I)					
		TRANSACTIONAL SEARCHES		3			0.00
		DOCUMENT DISPLAYS		6			0.00
		KEYCITE		1			0.00
		TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	101	:001	01	0.001
02/17/2018		SPECIAL PRICING INCLUDED CHARGES(I)					
		TRANSACTIONAL SEARCHES		1			0.00
		DOCUMENT DISPLAYS		14			0.00
		TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	151	:001	01	0.001
02/20/2018		SPECIAL PRICING INCLUDED CHARGES(I)					
		DOCUMENT DISPLAYS		1			0.00
		TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	11	:001	01	0.001
TOTAL 3335499 LARSON, NATALIE CHARGES			:00S	321S	:00S	0S	0.00S
11990350 SMITH, WES							
02/05/2018		SPECIAL PRICING INCLUDED CHARGES(I)					
		KEYCITE ALERT OTHER		4			0.00
		KEYCITE		3			0.00
		TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	71	:001	01	0.001
02/12/2018		SPECIAL PRICING INCLUDED CHARGES(I)					
		KEYCITE ALERT OTHER		4			0.00
		KEYCITE		2			0.00

* INCLUDES APPLICABLE TAXES

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THOMSON REUTERS THE RATES USED TO CALCULATE CLIENT/REFERENCE CHARGES HAVE BEEN DESIGNATED BY SUBSCRIBER OR ARE BASED ON RETAIL RATES. SUBSCRIBER AGREES NOT TO DISSEMINATE THIS REPORT TO ANY THIRD PARTY OR TO REPRESENT THE CHARGES AS ACTUAL ONLINE CHARGES.

ACCT# 1000601463 KEVIN B CHRISTENSEN LAS VEGAS, NV 89117-2740		USER BY CLIENT/REFERENCE BY DAY DETAIL			INVOICE # 837801450 POSTING # 6120435304		PAGE 9
		FEB 01, 2018 - FEB 28, 2018					
USER	DATABASE TIME	TRANS	CONNECT/ COMMUNICATION	DOC/LINES	TOTAL CHARGE IN USD*		
ROSEMERE V. LYTLE							
02/05/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
	TRANSACTIONAL SEARCHES	9				0.00	
	DOCUMENT DISPLAYS	37				0.00	
	KEYCITE	4				0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	50	:001	01		0.00	
02/20/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
	TRANSACTIONAL SEARCHES	5				0.00	
	DOCUMENT DISPLAYS	18				0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	23	:001	01		0.00	
[REDACTED]							
02/15/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
	DOCUMENT DISPLAYS	36				0.00	
	KEYCITE	9				0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	45	:001	01		0.00	
02/21/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
	DOCUMENT DISPLAYS	1				0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	1	:001	01		0.00	
02/26/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
	DOCUMENT DISPLAYS	4				0.00	
	KEYCITE	1				0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	5	:001	01		0.00	
02/27/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
	DOCUMENT DISPLAYS	15				0.00	
	KEYCITE	3				0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	18	:001	01		0.00	
[REDACTED]							
02/16/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
	TRANSACTIONAL SEARCHES	1				0.00	
	DOCUMENT DISPLAYS	10				0.00	
	KEYCITE	2				0.00	
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	13	:001	01		0.00	
[REDACTED]							
02/01/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
	TRANSACTIONAL SEARCHES	1				0.00	
	DOCUMENT DISPLAYS	2				0.00	
	KEYCITE	1				0.00	

* INCLUDES APPLICABLE TAXES

Totals for Client [REDACTED]	4	159.00 USD	152.76 USD	6.24 USD	0.00 USD	6.24 USD
Client [REDACTED]						
Included						
MULTI-SEARCH DOCUMENT DISPLAYS	1	28.00 USD	26.90 USD	1.10 USD	0.00 USD	1.10 USD
Totals for Included	1	28.00 USD	26.90 USD	1.10 USD	0.00 USD	1.10 USD
Totals for Client [REDACTED]	1	28.00 USD	26.90 USD	1.10 USD	0.00 USD	1.10 USD
Client [REDACTED]						
Included						
MULTI-SEARCH KEYCITE	2	56.00 USD	53.80 USD	2.20 USD	0.00 USD	2.20 USD
MULTI-SEARCH DOCUMENT DISPLAYS	53	1,484.00 USD	1,425.79 USD	58.21 USD	0.00 USD	58.21 USD
MULTI-SEARCH TRANSACTIONAL SEARCHES	13	975.00 USD	936.76 USD	38.24 USD	0.00 USD	38.24 USD
Totals for Included	68	2,515.00 USD	2,416.35 USD	98.65 USD	0.00 USD	98.65 USD
Totals for Client [REDACTED]	68	2,515.00 USD	2,416.35 USD	98.65 USD	0.00 USD	98.65 USD
Client [REDACTED]						
Included						
MULTI-SEARCH KEYCITE	3	84.00 USD	80.71 USD	3.29 USD	0.00 USD	3.29 USD
MULTI-SEARCH DOCUMENT DISPLAYS	57	1,596.00 USD	1,533.40 USD	62.60 USD	0.00 USD	62.60 USD
MULTI-SEARCH TRANSACTIONAL SEARCHES	27	1,650.00 USD	1,585.28 USD	64.72 USD	0.00 USD	64.72 USD
Totals for Included	87	3,330.00 USD	3,199.38 USD	130.62 USD	0.00 USD	130.62 USD
Totals for Client [REDACTED]	87	3,330.00 USD	3,199.38 USD	130.62 USD	0.00 USD	130.62 USD
Client [REDACTED]						
Included						
MULTI-SEARCH KEYCITE	1	28.00 USD	26.90 USD	1.10 USD	0.00 USD	1.10 USD
MULTI-SEARCH DOCUMENT DISPLAYS	17	476.00 USD	457.33 USD	18.67 USD	0.00 USD	18.67 USD
MULTI-SEARCH TRANSACTIONAL SEARCHES	13	900.00 USD	864.70 USD	35.30 USD	0.00 USD	35.30 USD
Totals for Included	31	1,404.00 USD	1,348.93 USD	55.07 USD	0.00 USD	55.07 USD
Totals for Client [REDACTED]	31	1,404.00 USD	1,348.93 USD	55.07 USD	0.00 USD	55.07 USD
Client [REDACTED]						
Included						
MULTI-SEARCH KEYCITE	3	84.00 USD	80.71 USD	3.29 USD	0.00 USD	3.29 USD
MULTI-SEARCH DOCUMENT DISPLAYS	38	1,064.00 USD	1,022.27 USD	41.73 USD	0.00 USD	41.73 USD
MULTI-SEARCH TRANSACTIONAL SEARCHES	3	150.00 USD	144.12 USD	5.88 USD	0.00 USD	5.88 USD
Totals for Included	44	1,298.00 USD	1,247.09 USD	50.91 USD	0.00 USD	50.91 USD
Totals for Client [REDACTED]	44	1,298.00 USD	1,247.09 USD	50.91 USD	0.00 USD	50.91 USD
Client OFFICE						
Included						
ALERT EXECUTE COBALT MULTI-SEARCH KEYCITE	2	56.00 USD	53.80 USD	2.20 USD	0.00 USD	2.20 USD
ALERT EXECUTE COBALT MULTI-SEARCH KEYCITE ALERT OTHER	3	24.00 USD	23.06 USD	0.94 USD	0.00 USD	0.94 USD
ALERT EXECUTE COBALT MULTI-SEARCH DOCUMENT DISPLAYS	11	308.00 USD	295.92 USD	12.08 USD	0.00 USD	12.08 USD
Totals for Included	16	388.00 USD	372.78 USD	15.22 USD	0.00 USD	15.22 USD
Totals for Client OFFICE	16	388.00 USD	372.78 USD	15.22 USD	0.00 USD	15.22 USD
Client [REDACTED]						
Included						
ALERT EXECUTE COBALT MULTI-SEARCH WESTCLIP OTHER	28	0.00 USD	0.00 USD	0.00 USD	0.00 USD	0.00 USD
Totals for Included	28	0.00 USD	0.00 USD	0.00 USD	0.00 USD	0.00 USD
Totals for Client [REDACTED]	28	0.00 USD	0.00 USD	0.00 USD	0.00 USD	0.00 USD
Client [REDACTED]						
Included						
ALERT EXECUTE COBALT MULTI-SEARCH KEYCITE	1	28.00 USD	26.90 USD	1.10 USD	0.00 USD	1.10 USD
ALERT EXECUTE COBALT MULTI-SEARCH KEYCITE ALERT OTHER	4	32.00 USD	30.74 USD	1.26 USD	0.00 USD	1.26 USD
Totals for Included	5	60.00 USD	57.65 USD	2.35 USD	0.00 USD	2.35 USD
Totals for Client [REDACTED]	5	60.00 USD	57.65 USD	2.35 USD	0.00 USD	2.35 USD
Client [REDACTED]						
Included						
MULTI-SEARCH KEYCITE	1	28.00 USD	26.90 USD	1.10 USD	0.00 USD	1.10 USD
MULTI-SEARCH DOCUMENT DISPLAYS	8	224.00 USD	215.21 USD	8.79 USD	0.00 USD	8.79 USD
MULTI-SEARCH TRANSACTIONAL SEARCHES	1	75.00 USD	72.06 USD	2.94 USD	0.00 USD	2.94 USD
Totals for Included	10	327.00 USD	314.17 USD	12.83 USD	0.00 USD	12.83 USD
Totals for Client [REDACTED]	10	327.00 USD	314.17 USD	12.83 USD	0.00 USD	12.83 USD
Client ROSEMERE V. LYTLE						
Included						
MULTI-SEARCH KEYCITE	4	112.00 USD	107.61 USD	4.39 USD	0.00 USD	4.39 USD
MULTI-SEARCH DOCUMENT	55	1,540.00 USD	1,479.59 USD	60.41 USD	0.00 USD	60.41 USD

DISPLAYS						
MULTI-SEARCH TRANSACTIONAL SEARCHES	14	1,050.00 USD	1,008.81 USD	41.19 USD	0.00 USD	41.19 USD
Totals for Included	73	2,702.00 USD	2,596.02 USD	105.98 USD	0.00 USD	105.98 USD
Totals for Client ROSEMERE V. LYTLE	73	2,702.00 USD	2,596.02 USD	105.98 USD	0.00 USD	105.98 USD
Client [REDACTED]						
Included						
MULTI-SEARCH KEYCITE	13	364.00 USD	349.72 USD	14.28 USD	0.00 USD	14.28 USD
MULTI-SEARCH DOCUMENT DISPLAYS	56	1,568.00 USD	1,506.50 USD	61.50 USD	0.00 USD	61.50 USD
Totals for Included	69	1,932.00 USD	1,856.22 USD	75.78 USD	0.00 USD	75.78 USD
Totals for Client [REDACTED]	69	1,932.00 USD	1,856.22 USD	75.78 USD	0.00 USD	75.78 USD
Client [REDACTED]						
Included						
MULTI-SEARCH KEYCITE	2	56.00 USD	53.80 USD	2.20 USD	0.00 USD	2.20 USD
MULTI-SEARCH DOCUMENT DISPLAYS	10	280.00 USD	269.02 USD	10.98 USD	0.00 USD	10.98 USD
MULTI-SEARCH TRANSACTIONAL SEARCHES	1	75.00 USD	72.06 USD	2.94 USD	0.00 USD	2.94 USD
Totals for Included	13	411.00 USD	394.88 USD	16.12 USD	0.00 USD	16.12 USD
Totals for Client [REDACTED]	13	411.00 USD	394.88 USD	16.12 USD	0.00 USD	16.12 USD
Client [REDACTED]						
Included						
MULTI-SEARCH DOCUMENT DISPLAYS	1	28.00 USD	26.90 USD	1.10 USD	0.00 USD	1.10 USD
Totals for Included	1	28.00 USD	26.90 USD	1.10 USD	0.00 USD	1.10 USD
Totals for Client [REDACTED]	1	28.00 USD	26.90 USD	1.10 USD	0.00 USD	1.10 USD
Client [REDACTED]						
Included						
MULTI-SEARCH KEYCITE	1	28.00 USD	26.90 USD	1.10 USD	0.00 USD	1.10 USD
MULTI-SEARCH DOCUMENT DISPLAYS	5	140.00 USD	134.51 USD	5.49 USD	0.00 USD	5.49 USD
MULTI-SEARCH TRANSACTIONAL SEARCHES	7	525.00 USD	504.41 USD	20.59 USD	0.00 USD	20.59 USD
Totals for Included	13	693.00 USD	665.82 USD	27.18 USD	0.00 USD	27.18 USD
Totals for Client [REDACTED]	13	693.00 USD	665.82 USD	27.18 USD	0.00 USD	27.18 USD
Client [REDACTED]						
Included						
MULTI-SEARCH KEYCITE	1	28.00 USD	26.90 USD	1.10 USD	0.00 USD	1.10 USD
MULTI-SEARCH DOCUMENT DISPLAYS	11	308.00 USD	295.92 USD	12.08 USD	0.00 USD	12.08 USD
MULTI-SEARCH TRANSACTIONAL SEARCHES	3	225.00 USD	216.17 USD	8.83 USD	0.00 USD	8.83 USD
Totals for Included	15	561.00 USD	539.00 USD	22.00 USD	0.00 USD	22.00 USD
Totals for Client [REDACTED]	15	561.00 USD	539.00 USD	22.00 USD	0.00 USD	22.00 USD
Client [REDACTED]						
Included						
MULTI-SEARCH KEYCITE	1	28.00 USD	26.90 USD	1.10 USD	0.00 USD	1.10 USD
MULTI-SEARCH DOCUMENT DISPLAYS	2	56.00 USD	53.80 USD	2.20 USD	0.00 USD	2.20 USD
MULTI-SEARCH TRANSACTIONAL SEARCHES	1	75.00 USD	72.06 USD	2.94 USD	0.00 USD	2.94 USD
Totals for Included	4	159.00 USD	152.76 USD	6.24 USD	0.00 USD	6.24 USD
Totals for Client [REDACTED]	4	159.00 USD	152.76 USD	6.24 USD	0.00 USD	6.24 USD
Client [REDACTED]						
Included						
MULTI-SEARCH KEYCITE	13	364.00 USD	349.72 USD	14.28 USD	0.00 USD	14.28 USD
MULTI-SEARCH DOCUMENT DISPLAYS	203	5,767.00 USD	5,540.79 USD	226.21 USD	0.00 USD	226.21 USD
MULTI-SEARCH TRANSACTIONAL SEARCHES	29	1,425.00 USD	1,369.11 USD	55.89 USD	0.00 USD	55.89 USD
Totals for Included	245	7,556.00 USD	7,259.62 USD	296.38 USD	0.00 USD	296.38 USD
Totals for Client ZOBRIST V. LYTLE	245	7,556.00 USD	7,259.62 USD	296.38 USD	0.00 USD	296.38 USD
Totals for Account: 1000601463	871	29,750.00 USD	28,583.07 USD	1,166.93 USD	0.00 USD	1,166.93 USD
Report Totals - Included	871	29,750.00 USD	28,583.07 USD	1,166.93 USD	0.00 USD	1,166.93 USD
Report Totals	871	29,750.00 USD	28,583.07 USD	1,166.93 USD	0.00 USD	1,166.93 USD

3/31/2018



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ACCT# 1000601463

KEVIN B CHRISTENSEN
7440 W SAHARA AVE
LAS VEGAS NV 89117-2740



INVOICE # 837967254	WEST INFORMATION CHARGES INVOICE MAR 01, 2018 - MAR 31, 2018		PAGE 1
DESCRIPTION	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD
WEST INFORMATION CHARGES	1,166.93	0.00	1,166.93

IMPORTANT NEWS

TIME SAVING TIP: You can now find answers 24/7 to commonly asked customer service questions online at legalsolutions.com/support. Find information on account maintenance, billing, returns, refunds, OnePass, orders, subscriptions, contracts and more.

FOR BILLING INFORMATION CALL
1-800-328-4880

1000601463

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RETURN BOTTOM PORTION WITH PAYMENT

INVOICE # 837967254
INVOICE DATE 04/01/2018
ACCOUNT # 1000601463
VENDOR # 41-1426973
VAT REG# EU826006554

WEST INFORMATION CHARGES
MAR 01, 2018 - MAR 31, 2018

AMOUNT DUE IN USD 1,166.93
DUE DATE 05/01/2018
AMOUNT ENCLOSED IN USD _____

CK# 21798 4-27-18
\$1166.93

Thomson Reuters - West
Payment Center
P.O. Box 6292
Carol Stream, IL 60197-6292

KEVIN B CHRISTENSEN
7440 W SAHARA AVE
LAS VEGAS NV 89117-2740

0837967254 000000000000000000000000 20180401 ZCPG 000116693 0010 1000601463 9

RA0268

ACCT# 1000601463

KEVIN B CHRISTENSEN
 7440 W SAHARA AVE
 LAS VEGAS NV 89117-2740



IMPORTANT NEWS
 INDICATES A SYSTEM CREDIT
 TIME SAVING TIP: You can now find answers 24/7 to commonly asked customer service questions online at legalsolutions.com/support.
 Find information on account maintenance, billing, returns, refunds, OnePass, orders, subscriptions, contracts and more.

INVOICE # 837967254 POSTING # 6120970187	BILLING SUMMARY MAR 01, 2018 - MAR 31, 2018	PAGE 1
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DESCRIPTION	UNITS	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD
DETAIL OF CHARGES				
<u>DRAFTING ASSISTANT</u>				
MONTHLY CHARGES				
DOWNLOADED SOFTWARE		125.06	0.00	125.06
TOTAL MONTHLY CHARGES		125.06S	0.00S	125.06S
TOTAL DRAFTING ASSISTANT CHARGES		125.06SG	0.00SG	125.06SG
<u>PEOPLEMAP PREMIER ON WESTLAW</u>				
MONTHLY CHARGES				
DATABASE CHARGES		520.52	0.00	520.52
TOTAL MONTHLY CHARGES		520.52S	0.00S	520.52S
TOTAL PEOPLEMAP PREMIER ON WESTLAW CHARGES		520.52SG	0.00SG	520.52SG
<u>NV ALL CASES AND STATUTES GOLD WITH REGULATIONSPLUS ON WESTLAW</u>				
MONTHLY CHARGES				
DATABASE CHARGES		521.35	0.00	521.35
TOTAL MONTHLY CHARGES		521.35S	0.00S	521.35S
TOTAL NV ALL CASES AND STATUTES GOLD WITH REGULATIONSPLUS ON WESTLAW CHARGES		521.35SG	0.00SG	521.35SG
TOTAL DETAIL OF CHARGES		1,166.93SG	0.00SG	1,166.93SG
TOTAL WEST INFORMATION CHARGES		1,166.93G	0.00G	1,166.93G



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ACCT# 1000601463 KEVIN B CHRISTENSEN LAS VEGAS, NV 89117-2740		USER BY CLIENT/REFERENCE BY DAY DETAIL			INVOICE # 837967254 POSTING # 6120970187	PAGE 7
		MAR 01, 2018 - MAR 31, 2018				
USER		DATABASE TIME	TRANS	CONNECT/ COMMUNICATION	DOC/LINES	TOTAL CHARGE IN USD*
	DOCUMENT DISPLAYS		31			0.00
	KEYCITE		1			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	321	:001	01	0.001
ZOBRIST V. LYTLE						
03/15/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	TRANSACTIONAL SEARCHES		4			0.00
	DOCUMENT DISPLAYS		14			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	181	:001	01	0.001
03/16/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	TRANSACTIONAL SEARCHES		21			0.00
	DOCUMENT DISPLAYS		9			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	301	:001	01	0.001
TOTAL 3335499	LARSON, NATALIE CHARGES	:00S	149S	:00S	0S	0.00S
11990350 SMITH, WES						
	[REDACTED]					
03/05/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	KEYCITE ALERT OTHER		4			0.00
	KEYCITE		1			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	51	:001	01	0.001
03/12/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	KEYCITE ALERT OTHER		4			0.00
	KEYCITE		2			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	61	:001	01	0.001
03/19/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	KEYCITE ALERT OTHER		4			0.00
	KEYCITE		2			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	61	:001	01	0.001
03/20/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	TRANSACTIONAL SEARCHES		1			0.00
	DOCUMENT DISPLAYS		1			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	21	:001	01	0.001
03/26/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	KEYCITE ALERT OTHER		4			0.00
	KEYCITE		2			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	61	:001	01	0.001
	[REDACTED]					

* INCLUDES APPLICABLE TAXES

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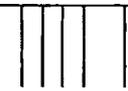
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ACCT# 1000601463 KEVIN B CHRISTENSEN LAS VEGAS, NV 89117-2740		USER BY CLIENT/REFERENCE BY DAY DETAIL			INVOICE # 837967254 POSTING # 6120970187		PAGE 8	
		MAR 01, 2018 - MAR 31, 2018						
USER	DATE	DESCRIPTION	DATABASE TIME	TRANS	CONNECT/ COMMUNICATION	DOC/LINES	TOTAL CHARGE IN USD*	
	03/13/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
		DOCUMENT DISPLAYS		1				0.00
		TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	11	:001	01		0.001
	03/08/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
		TRANSACTIONAL SEARCHES		4				0.00
		DOCUMENT DISPLAYS		7				0.00
		TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	111	:001	01		0.001
	03/20/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
		TRANSACTIONAL SEARCHES		3				0.00
		DOCUMENT DISPLAYS		2				0.00
		TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	51	:001	01		0.001
	03/22/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
		TRANSACTIONAL SEARCHES		1				0.00
		DOCUMENT DISPLAYS		13				0.00
		KEYCITE		1				0.00
		TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	151	:001	01		0.001
	03/27/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
		DOCUMENT DISPLAYS		9				0.00
		KEYCITE		1				0.00
		TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	101	:001	01		0.001
	03/14/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
		DOCUMENT DISPLAYS		11				0.00
		KEYCITE		1				0.00
		TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	121	:001	01		0.001
	03/05/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
		KEYCITE ALERT OTHER		2				0.00
		TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	21	:001	01		0.001
	03/19/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
		KEYCITE ALERT OTHER		2				0.00
		TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:001	21	:001	01		0.001
ROSEMERE V. LYTTLE								
	03/15/2018	SPECIAL PRICING INCLUDED CHARGES(I)						
		TRANSACTIONAL SEARCHES		1				0.00
		DOCUMENT DISPLAYS		1				0.00

* INCLUDES APPLICABLE TAXES

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3/31/2018

ACCT# 1000601463 KEVIN B CHRISTENSEN LAS VEGAS, NV 89117-2740		USER BY CLIENT/REFERENCE BY DAY DETAIL			INVOICE # 837967254 POSTING # 6120970187	PAGE 9
		MAR 01, 2018 - MAR 31, 2018				
USER		DATABASE TIME	TRANS	CONNECT/ COMMUNICATION	DOC/LINES	TOTAL CHARGE IN USD*
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	21	:00I	01	0.00I
03/16/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	TRANSACTIONAL SEARCHES		3			0.00
	DOCUMENT DISPLAYS		7			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	101	:00I	01	0.00I
03/20/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	TRANSACTIONAL SEARCHES		1			0.00
	DOCUMENT DISPLAYS		5			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	61	:00I	01	0.00I
03/01/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	TRANSACTIONAL SEARCHES		2			0.00
	DOCUMENT DISPLAYS		59			0.00
	KEYCITE		7			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	68I	:00I	01	0.00I
03/05/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	TRANSACTIONAL SEARCHES		3			0.00
	DOCUMENT DISPLAYS		24			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	27I	:00I	01	0.00I
TOTAL 11990350 SMITH, WES CHARGES		:00S	196S	:00S	0S	0.00S
11990352 ARCHIBALD, KEVIN						
03/29/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	TRANSACTIONAL SEARCHES		5			0.00
	DOCUMENT DISPLAYS		11			0.00
	KEYCITE		2			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	18I	:00I	01	0.00I
03/26/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	DOCUMENT DISPLAYS		2			0.00
	KEYCITE		2			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	41	:00I	01	0.00I
TOTAL 11990352 ARCHIBALD, KEVIN CHARGES		:00S	22S	:00S	0S	0.00S
16690144 JONES, ZACH						

* INCLUDES APPLICABLE TAXES

1000601463

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Account: KEVIN B CHRISTENSEN, LAS VEGAS NV (1000601463)
Date Range: March 01, 2018 - March 31, 2018
Report Format: Summary-Account by Client
Products: Westlaw, WestlawNext
Content Families: All Content Families

Table with columns: Account by Client, Database Time, Transactions, Docs/Lines, Connect Time, Standard Charge, Amount of Discount, Special Pricing Charge, Tax Amount, Total Charge. Includes handwritten annotations like '25 31' and '25 99'.

3/31/2018

Totals for Included	95	2,895.00 USD	2,783.67 USD	111.33 USD	0.00 USD	111.33 USD
Totals for Client	95	2,895.00 USD	2,783.67 USD	111.33 USD	0.00 USD	111.33 USD
Client						
Totals for Included	25	1,311.00 USD	1,260.58 USD	50.42 USD	0.00 USD	50.42 USD
Totals for Client	25	1,311.00 USD	1,260.58 USD	50.42 USD	0.00 USD	50.42 USD
Client						
Totals for Included	36	1,008.00 USD	969.24 USD	38.76 USD	0.00 USD	38.76 USD
Totals for Client	36	1,008.00 USD	969.24 USD	38.76 USD	0.00 USD	38.76 USD
Client						
Totals for Included	40	2,060.00 USD	1,980.78 USD	79.22 USD	0.00 USD	79.22 USD
Totals for Client	40	2,060.00 USD	1,980.78 USD	79.22 USD	0.00 USD	79.22 USD
Client						
Client ZOBRIST V. LYTLE						
Totals for Included	48	1,469.00 USD	1,412.51 USD	56.49 USD	0.00 USD	56.49 USD
Totals for Client ZOBRIST V. LYTLE	48	1,469.00 USD	1,412.51 USD	56.49 USD	0.00 USD	56.49 USD
Totals for Account: 1000601463	838	30,344.00 USD	29,177.07 USD	1,166.93 USD	0.00 USD	1,166.93 USD
Report Totals - Included	838	30,344.00 USD	29,177.07 USD	1,166.93 USD	0.00 USD	1,166.93 USD
Report Totals	838	30,344.00 USD	29,177.07 USD	1,166.93 USD	0.00 USD	1,166.93 USD

537 63 [REDACTED]
84 91 ZOBRIST



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ACCT# 1000601463
KEVIN B CHRISTENSEN
7440 W SAHARA AVE
LAS VEGAS NV 89117-2740



INVOICE # 838299818		WEST INFORMATION CHARGES INVOICE MAY 01, 2018 - MAY 31, 2018		PAGE 1
DESCRIPTION	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD	
WEST INFORMATION CHARGES	1,166.93	0.00	1,166.93	

IMPORTANT NEWS
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RETURN BOTTOM PORTION WITH PAYMENT

INVOICE # 838299818
INVOICE DATE 06/01/2018
ACCOUNT # 1000601463
VENDOR # 41-1426973
VAT REG# EU826006554

WEST INFORMATION CHARGES
MAY 01, 2018 - MAY 31, 2018

AMOUNT DUE IN USD 1,166.93
DUE DATE 07/01/2018
AMOUNT ENCLOSED IN USD _____

Thomson Reuters - West
Payment Center
P.O. Box 6292
Carol Stream, IL 60197-6292

KEVIN B CHRISTENSEN
7440 W SAHARA AVE
LAS VEGAS NV 89117-2740

0838299818 000000000000000000000000 20180601 ZCPG 000116693 0010 1000601463 6



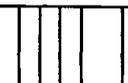
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ACCT# 1000601463 KEVIN B CHRISTENSEN LAS VEGAS, NV 89117-2740		USER BY CLIENT/REFERENCE BY DAY DETAIL			INVOICE # 838299818 POSTING # 6122052248	PAGE 3
		MAY 01, 2018 - MAY 31, 2018				
USER		DATABASE TIME	TRANS	CONNECT/ COMMUNICATION	DOC/LINES	TOTAL CHARGE IN USD*
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	11	:00I	0I	0.00I
05/28/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	DOCUMENT DISPLAYS		9			0.00
	KEYCITE		2			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	11I	:00I	0I	0.00I
ZOBRIST V. LYTLE						
05/01/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	DOCUMENT DISPLAYS		14			0.00
	KEYCITE		1			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	15I	:00I	0I	0.00I
05/09/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	DOCUMENT DISPLAYS		26			0.00
	KEYCITE		3			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	29I	:00I	0I	0.00I
05/10/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	DOCUMENT DISPLAYS		9			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	9I	:00I	0I	0.00I
05/14/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	DOCUMENT DISPLAYS		14			0.00
	KEYCITE		1			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	15I	:00I	0I	0.00I
05/21/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	DOCUMENT DISPLAYS		13			0.00
	KEYCITE		1			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	14I	:00I	0I	0.00I
05/30/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	DOCUMENT DISPLAYS		6			0.00
	KEYCITE		1			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	7I	:00I	0I	0.00I
TOTAL 3335499 LARSON, NATALIE CHARGES		:00S	101S	:00S	0S	0.00S
11990350 SMITH, WES						
05/02/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	DOCUMENT DISPLAYS		1			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	1I	:00I	0I	0.00I
05/03/2018	SPECIAL PRICING INCLUDED CHARGES(I)					

* INCLUDES APPLICABLE TAXES

1000601463

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5/31/2018

ACCT# 1000601463 KEVIN B CHRISTENSEN LAS VEGAS, NV 89117-2740		USER BY CLIENT/REFERENCE BY DAY DETAIL			INVOICE # 838299818 POSTING # 6122052248	PAGE 5
		MAY 01, 2018 - MAY 31, 2018				
USER		DATABASE TIME	TRANS	CONNECT/ COMMUNICATION	DOC/LINES	TOTAL CHARGE IN USD*
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	21	:00I	0I	0.00I
05/21/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	DOCUMENT DISPLAYS		12			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	12I	:00I	0I	0.00I
05/15/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	DOCUMENT DISPLAYS		2			0.00
	KEYCITE		1			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	3I	:00I	0I	0.00I
05/14/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	KEYCITE		1			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	1I	:00I	0I	0.00I
ROSEMERE V. LYTLE						
05/31/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	DOCUMENT DISPLAYS		23			0.00
	KEYCITE		1			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	24I	:00I	0I	0.00I
05/04/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	DOCUMENT DISPLAYS		54			0.00
	KEYCITE		2			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	56I	:00I	0I	0.00I
TOTAL 11990350 SMITH, WES CHARGES		:00S	173S	:00S	0S	0.00S
11990352 ARCHIBALD, KEVIN						
05/31/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	DOCUMENT DISPLAYS		2			0.00
	KEYCITE		1			0.00
	TOTAL SPECIAL PRICING INCLUDED CHARGES(I)	:00I	3I	:00I	0I	0.00I
TOTAL 11990352 ARCHIBALD, KEVIN CHARGES		:00S	3S	:00S	0S	0.00S
16690144 JONES, ZACH						
05/30/2018	SPECIAL PRICING INCLUDED CHARGES(I)					
	DOCUMENT DISPLAYS		8			0.00

* INCLUDES APPLICABLE TAXES

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THOMSON REUTERS

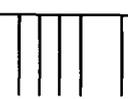
THE RATES USED TO CALCULATE CLIENT/REFERENCE CHARGES HAVE BEEN DESIGNATED BY SUBSCRIBER OR ARE BASED ON RETAIL RATES.
 SUBSCRIBER AGREES NOT TO DISSEMINATE THIS REPORT TO ANY THIRD PARTY OR TO REPRESENT THE CHARGES AS ACTUAL ONLINE CHARGES.

ACCT# 1000601463 KEVIN B CHRISTENSEN LAS VEGAS, NV 89117-2740		USER BY CLIENT/REFERENCE BY DAY DETAIL			INVOICE # 838299818 POSTING # 6122052248		PAGE 8
		MAY 01, 2018 - MAY 31, 2018					
USER	DATE	DESCRIPTION	DATABASE TIME	TRANS	CONNECT/ COMMUNICATION	DOC/LINES	TOTAL CHARGE IN USD*
	05/27/2018	WESTCLIP OTHER		1			0.00
	05/28/2018	WESTCLIP OTHER		1			0.00
	05/29/2018	WESTCLIP OTHER		1			0.00
	05/30/2018	WESTCLIP OTHER		1			0.00
	05/31/2018	WESTCLIP OTHER		1			0.00
	05/31/2018	TRANSACTIONAL SEARCHES		4			0.00
TOTAL 3335467 JAMES, EVAN L CHARGES			:00S	94S	:00S	0S	0.00S
3335499 LARSON, NATALIE							
WOLFF, LAURA							
	05/18/2018	TRANSACTIONAL SEARCHES		1			0.00
	05/28/2018	TRANSACTIONAL SEARCHES		4			0.00
ZOBRIST V. LYTLE							
	05/01/2018	TRANSACTIONAL SEARCHES		1			0.00
	05/10/2018	TRANSACTIONAL SEARCHES		2			0.00
	05/21/2018	TRANSACTIONAL SEARCHES		2			0.00
TOTAL 3335499 LARSON, NATALIE CHARGES			:00S	10S	:00S	0S	0.00S
11990350 SMITH, WES							
	05/07/2018	KEYCITE ALERT OTHER		4			0.00
	05/14/2018	KEYCITE ALERT OTHER		4			0.00
	05/21/2018	KEYCITE ALERT OTHER		4			0.00
	05/28/2018	KEYCITE ALERT OTHER		4			0.00
	05/07/2018	TRANSACTIONAL SEARCHES		1			0.00
	05/08/2018	TRANSACTIONAL SEARCHES		1			0.00
	05/21/2018	TRANSACTIONAL SEARCHES		8			0.00
	05/15/2018	TRANSACTIONAL SEARCHES		1			0.00
	05/14/2018	KEYCITE ALERT OTHER		2			0.00
	05/28/2018	KEYCITE ALERT OTHER		2			0.00
ROSEMERE V. LYTLE							
	05/31/2018	TRANSACTIONAL SEARCHES		5			0.00

* INCLUDES APPLICABLE TAXES

1000601463

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Account: KEVIN B CHRISTENSEN, LAS VEGAS NV (1000601463)
 Date Range: May 01, 2018 - May 31, 2018
 Report Format: Summary-Account by Client
 Products: Westlaw, Westlaw Retired
 Content Families: All Content Families

Account by Client	Database Time	Transactions	Docs/Lines	Connect Time	Standard Charge	Amount of Discount	Special Pricing Charge	Tax Amount	Total Charge
Account: 1000601463									
Client [REDACTED]									
Totals for Included		6			168.00 USD	159.22 USD	8.78 USD	0.00 USD	8.78 USD
Totals for Client [REDACTED]		6			168.00 USD	159.22 USD	8.78 USD	0.00 USD	8.78 USD
Client [REDACTED]									
Totals for Included		44			2,661.00 USD	2,522.00 USD	139.00 USD	0.00 USD	139.00 USD
Totals for Client [REDACTED]		44			2,661.00 USD	2,522.00 USD	139.00 USD	0.00 USD	139.00 USD
Client [REDACTED]									
Totals for Included		3			84.00 USD	79.61 USD	4.39 USD	0.00 USD	4.39 USD
Totals for Client [REDACTED]		3			84.00 USD	79.61 USD	4.39 USD	0.00 USD	4.39 USD
Client [REDACTED]									
Totals for Included		3			84.00 USD	79.61 USD	4.39 USD	0.00 USD	4.39 USD
Totals for Client [REDACTED]		3			84.00 USD	79.61 USD	4.39 USD	0.00 USD	4.39 USD
Client [REDACTED]									
Totals for Included		11			590.00 USD	559.18 USD	30.82 USD	0.00 USD	30.82 USD
Totals for Client [REDACTED]		11			590.00 USD	559.18 USD	30.82 USD	0.00 USD	30.82 USD
Client [REDACTED]									
Totals for Included		57			1,276.00 USD	1,209.35 USD	66.65 USD	0.00 USD	66.65 USD
Totals for Client [REDACTED]		57			1,276.00 USD	1,209.35 USD	66.65 USD	0.00 USD	66.65 USD
Client [REDACTED]									
Totals for Included		12			502.00 USD	475.78 USD	26.22 USD	0.00 USD	26.22 USD
Totals for Client [REDACTED]		12			502.00 USD	475.78 USD	26.22 USD	0.00 USD	26.22 USD
Client [REDACTED]									
Totals for Included		46			1,758.00 USD	1,666.17 USD	91.83 USD	0.00 USD	91.83 USD
Totals for Client [REDACTED]		46			1,758.00 USD	1,666.17 USD	91.83 USD	0.00 USD	91.83 USD
Client [REDACTED]									
Totals for Included		28			1,019.00 USD	965.77 USD	53.23 USD	0.00 USD	53.23 USD
Totals for Client [REDACTED]		28			1,019.00 USD	965.77 USD	53.23 USD	0.00 USD	53.23 USD
Client [REDACTED]									
Totals for Included		6			159.00 USD	150.69 USD	8.31 USD	0.00 USD	8.31 USD
Totals for Client [REDACTED]		6			159.00 USD	150.69 USD	8.31 USD	0.00 USD	8.31 USD
Client [REDACTED]									
Totals for Included		65			2,471.00 USD	2,341.92 USD	129.08 USD	0.00 USD	129.08 USD
Totals for Client [REDACTED]		65			2,471.00 USD	2,341.92 USD	129.08 USD	0.00 USD	129.08 USD
Client [REDACTED]									
Totals for Included		34			1,620.00 USD	1,535.38 USD	84.62 USD	0.00 USD	84.62 USD
Totals for Client [REDACTED]		34			1,620.00 USD	1,535.38 USD	84.62 USD	0.00 USD	84.62 USD
Client [REDACTED]									
Totals for Included		12			524.00 USD	496.63 USD	27.37 USD	0.00 USD	27.37 USD
Totals for Client [REDACTED]		12			524.00 USD	496.63 USD	27.37 USD	0.00 USD	27.37 USD
Client [REDACTED]									
Client OFFICE									
Totals for Included		14			332.00 USD	314.66 USD	17.34 USD	0.00 USD	17.34 USD
Totals for Client OFFICE		14			332.00 USD	314.66 USD	17.34 USD	0.00 USD	17.34 USD
Client [REDACTED]									
Totals for Included		1			28.00 USD	26.54 USD	1.46 USD	0.00 USD	1.46 USD
Totals for Client [REDACTED]		1			28.00 USD	26.54 USD	1.46 USD	0.00 USD	1.46 USD
Client [REDACTED]									
Totals for Included		4			159.00 USD	150.69 USD	8.31 USD	0.00 USD	8.31 USD
Totals for Client [REDACTED]		4			159.00 USD	150.69 USD	8.31 USD	0.00 USD	8.31 USD
Client [REDACTED]									
Totals for Included		31			0.00 USD	0.00 USD	0.00 USD	0.00 USD	0.00 USD
Totals for Client [REDACTED]		31			0.00 USD	0.00 USD	0.00 USD	0.00 USD	0.00 USD
Client [REDACTED]									
Totals for Included		5			60.00 USD	56.87 USD	3.13 USD	0.00 USD	3.13 USD
Totals for Client PGF		5			60.00 USD	56.87 USD	3.13 USD	0.00 USD	3.13 USD
Client ROSEMERE V. LYTLE									

5/31/2018

Totals for Included	29	1,047.00 USD	992.31 USD	54.69 USD	0.00 USD	54.69 USD
Totals for Client ROSEMERE V. LYTLE	29	1,047.00 USD	992.31 USD	54.69 USD	0.00 USD	54.69 USD
Client ██████████						
Totals for Included	102	4,266.00 USD	4,043.16 USD	222.84 USD	0.00 USD	222.84 USD
Totals for Client ██████████	102	4,266.00 USD	4,043.16 USD	222.84 USD	0.00 USD	222.84 USD
Client WOLFF, LAURA						
Totals for Included	17	636.00 USD	602.78 USD	33.22 USD	0.00 USD	33.22 USD
Totals for Client WOLFF, LAURA	17	636.00 USD	602.78 USD	33.22 USD	0.00 USD	33.22 USD
Client ██████████						
Totals for Included	2	103.00 USD	97.62 USD	5.38 USD	0.00 USD	5.38 USD
Totals for Client ██████████	2	103.00 USD	97.62 USD	5.38 USD	0.00 USD	5.38 USD
Client ZOBRIST V. LYTLE						
Totals for Included	94	2,792.00 USD	2,646.15 USD	145.85 USD	0.00 USD	145.85 USD
Totals for Client ZOBRIST V. LYTLE	94	2,792.00 USD	2,646.15 USD	145.85 USD	0.00 USD	145.85 USD
Totals for Account: 1000601463	626	22,339.00 USD	21,172.07 USD	1,166.93 USD	0.00 USD	1,166.93 USD
Report Totals - Included	626	22,339.00 USD	21,172.07 USD	1,166.93 USD	0.00 USD	1,166.93 USD
Report Totals	626	22,339.00 USD	21,172.07 USD	1,166.93 USD	0.00 USD	1,166.93 USD

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EXHIBIT E



CLERK OF THE COURT

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MRTX
LEACH JOHNSON SONG & GRUCHOW
SEAN L. ANDERSON
Nevada Bar No. 7259
RYAN W. REED
Nevada Bar No. 11695
8945 West Russell Road, Suite 330
Las Vegas, Nevada 89148
sanderson@leachjohnson.com
reed@leachjohnson.com
Telephone: (702) 538-9074
Facsimile: (702) 538-9113
*Attorneys for Rosemere Estates Property
Owners Association*

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN ALLEN LYTLE and TRUDI LEE
LYTLE, as Trustees of the Lytle Trust,

Plaintiff,

vs.

ROSEMERE ESTATES PROPERTY
OWNERS ASSOCIATION; and DOES 1
thought 10, inclusive,

Defendants.

Case No.: A-09-593497-C
Dept. No.: XII

**DEFENDANT'S MOTION TO
RE-TAX COSTS**

Defendant Rosemere Estates Property Owners' Association (the "Association") by and through its attorneys, Leach Johnson Song & Gruchow, respectfully moves the Court to re-tax costs of Plaintiff's First Amended Memorandum of Costs.

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LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 – Facsimile (702) 538-9113

1 This Motion is based upon the following points and authorities and all pleadings on file
2 and any oral argument entertained at the time of hearing.

3 DATED this 24th day of October, 2013.

4 LEACH JOHNSON SONG & GRUCHOW

5 By: 
6 Sean L. Anderson
7 Nevada Bar No. 7259
8 Ryan W. Reed
9 Nevada Bar No. 11695
10 8945 West Russell Road, Suite 300
11 Las Vegas, Nevada 89148

12 **NOTICE OF MOTION**

13 **TO: ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

14 PLEASE TAKE NOTICE that the undersigned will bring the above and foregoing,
15 **MOTION TO RE-TAX COSTS**, on for hearing before the above-entitled Court in Department
16 XII on the 25 day of November, 2013 at 8 : 30 a.m.

17 DATED this 23th day of October, 2013.

18 LEACH JOHNSON SONG & GRUCHOW

19 By: 
20 Sean L. Anderson
21 Nevada Bar No. 7259
22 Ryan W. Reed
23 Nevada Bar No. 11695
24 8945 West Russell Road, Suite 300
25 Las Vegas, Nevada 89148

26 ...
27 ...
28 ...

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **I. Introduction and Factual Background**

3 As this Court is aware, the parties in this case already appeared on October 7, 2013, on
4 the precise issue of the propriety of any award of costs given Plaintiff's failure to attach
5 supporting documentation or otherwise abide by the clear and unambiguous mandates of Nevada
6 law governing the filings of verified memorandums of cost. The Court, rather than simply
7 denying Plaintiff's any award of costs, opted instead to grant Plaintiff's leave to amend their
8 motion for costs. However, the Court did so with the express mandate that Plaintiff abide by the
9 clear legal standard related to the filing of a verified memorandum of costs, provide to the Court
10 the appropriate information including an explanation of the reasonableness of the costs allegedly
11 incurred, and expressly advised Plaintiff that law firm billing statements would be insufficient.
12 (*See* Court Minute Order, dated October 7, 2013, **Exhibit A.**)

13 Ignoring the Court's directives in this regard, on October 22, 2103, the Association was
14 served with a copy of Plaintiff's First Amended Verified Memorandum of Costs ("Amended
15 Memorandum"). The Amended Memorandum, like Plaintiff's original memorandum of costs, is
16 patently insufficient as a matter of law. Given Plaintiff's complete and utter failure to comply
17 with this Court's express directives, the Association respectfully requests that the Court award
18 Plaintiff's no costs and, furthermore, exercise its discretion and direct Plaintiff to show cause
19 why they should not be sanctioned pursuant to NRCP 11(b)(1)(B).

20 **II. Arguments**

21 **A. Plaintiff's Memorandum of Costs Does not Comply with Nevada Law, this Court's**
22 **Clear Order as well as the Discovery Commissioner's Order Striking Plaintiff's**
23 **Costs Documentation.**

24 The Amended Memorandum submitted by Plaintiff does not contain citation to any law
25 in support of their claim for costs, but the Association presumes Plaintiff is asserting entitlement
26 to costs pursuant to NRS 18.005, NRS 18.020 and NRS 18.110. In so doing, Plaintiff incorrectly
27 assumes that the purported costs were necessarily incurred and paid in this action. Specifically,
28 Plaintiff asserts entitlement to the following categories of costs: those related to an underlying
Arbitration and those related to the present litigation. (*See* Amended Memorandum.) Yet,

1 Plaintiff's Amended Memorandum lacks the itemization, description and documentation
2 necessary to demonstrate that the costs claimed were reasonable and necessarily incurred in this
3 action. Indeed, Plaintiff Amended Memorandum suffers from nearly the exact deficiencies as
4 their original Memorandum of Costs.

5 Any award of costs to a prevailing party is within the discretion of the trial court, but
6 "statutes permitting the recovery of costs are to be strictly construed". *Berosini v. People for the*
7 *Ethical Treatment of Animals*, 114 Nev. 1348, 1352, 971 P.2d 383, 384 (1998) (*rehearing denied*
8 *Feb. 26, 1999*) (citing, *Gibellini v. Klindt*, 110 Nev. 1201, 1205, 885 P.2d 540, 543 (1994))
9 (hereinafter "*Berosini*"). In order to be recoverable, costs must be reasonable. *See* NRS 18.005.
10 Reasonable costs must be "actual and reasonable" and not an estimate or calculation of the costs.
11 *Berosini*, 114 Nev. at 1348. Statutes granting the recovery of costs must be strictly construed.
12 *Id.* at 1352. Any award of costs is expressly limited by statute to only costs determined to be
13 reasonable and necessarily incurred in the action. *See* NRS 18.005; NRS 18.110. Plaintiff bears
14 the burden of demonstrating any actual costs to be reasonable. *See, Sheehan & Sheeha v. Nelson*
15 *Malley and Co.*, 121 Nev. at 493.

16 In *Berosini*, the Nevada Supreme Court held that the district court abused its discretion in
17 awarding PETA costs for investigative fees where PETA did not attempt to demonstrate how the
18 fees were necessary to and incurred in the action. *Berosini*, 114 Nev. at 1352-1353. Similarly,
19 the Court found that merely providing the date of each photocopy and the total photocopying
20 charge was not sufficient to support its claims for photocopying charges. *Id.* at 1353. It also
21 held that PETA's failure to provide itemization for long distance telephone costs rendered such
22 costs unrecoverable. *Id.* The Court stated "[b]ecause of PETA's insufficient documentation, we
23 are unable to determine the reasonableness of these cost awards. Accordingly, the district court
24 abused its discretion in awarding PETA such costs." *Id.*

25 Here, Plaintiff's purported costs, as asserted in the Amended Memorandum, are patently
26 unreasonable and unexplained. Plaintiff seeks \$9,564.12¹ in costs. (*See* Amended

27 _____
28 ¹ In Plaintiff's original memorandum of costs Plaintiff's requested \$10,248.65. Plaintiff's
Amended Memorandum fails to articulate the disparity and inconsistency between their filings.

1 Memorandum.) In support of these costs, Plaintiff provided the Court with 73 pages of
2 attorneys' bills, a letter from the Arbitrator without any proof of payment, a hokey quicken
3 ledger excel listing of purported costs, coupled with a completely unintelligible exhibit entitled
4 distribution diary. (*Id.*) As set forth below, Plaintiff has failed to carry their burden of proof.

5 As a preliminary matter, Plaintiff's Amended Memorandum, including Plaintiff alleged
6 costs, were stricken by the Discovery Commissioner. (*See* DCRR, **Exhibit B.**) As such there
7 are no documents properly before the Court on which an award of any costs could be based.
8 Additionally, the Court has already ruled that attorneys' billings are insufficient for purposes of
9 supporting an award of costs. (*See* Court Minute Order, dated October 7, 2013, **Exhibit A.**) For
10 these reasons, the arbitration costs in the amount of \$3,092.36, and litigation costs in the amount
11 of \$6,471.76, which each rely extensively on stricken information and attorneys' billings as set
12 forth in Plaintiff's Exhibits A, D and E are unrecoverable. (*Id.*)

13 Nevertheless, assuming arguendo that Plaintiff had provided to the Court sufficient
14 unstricken documentation, which they have not, Plaintiff provided absolutely no explanation as
15 to the reasonableness of any of the costs incurred or why they were necessary in the present
16 litigation. For example, Plaintiff's attached as Exhibit E to their Amended Memorandum certain
17 invoices for "court reporter and transcript fees/costs incurred in the deposition of Linda Lamothe,
18 Marge Boulden and Orville McCumber." (*See* Amended Memorandum at 3:5-6.) Plaintiff's
19 Amended Memorandum additionally seeks nearly \$5,000 in photocopy costs, \$184.74 in postage
20 costs, \$874.50 in process server costs, and other unexplained costs. (*Id.*) Nevada law clearly
21 requires more than bare references to unverified information as submitted by Plaintiff, it requires
22 an explanation substantiating the reason and reasonableness for each cost. *See Vill. Builders. 96*
23 *v. U.S. Labs. Inc.*, 121 Nev. 261, 277-78, 112 P.3d 1082, 1093 (2005). In the absence of this
24 explanation, Plaintiff is simply not entitled to any costs.

25 Finally, Plaintiff seeks recovery of certain costs not provided for by statute. NRS 18.005
26 does not provide for the recovery of costs associated with the underlying Arbitration, process
27 server costs, e-filing or wiznet costs. *See* NRS 18.005. Accordingly, at a bare minimum,
28 Plaintiff should not be permitted to recover these amounts.

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 – Facsimile (702) 538-9113

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For these reasons, Plaintiff's should be precluded from an award of any costs in the present matter.

III. Conclusion

Based on the foregoing, the Association asks that the Court re-tax Plaintiff's Amended Memorandum of Costs and award the Association appropriate sanctions in responding to Plaintiff's patently unwarranted and frivolous Amended Memorandum.

DATED this 24th day of October, 2013.

LEACH JOHNSON SONG & GRUCHOW

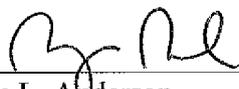
By: 
Sean L. Anderson
Nevada Bar No. 7259
Ryan W. Reed
Nevada Bar No. 11695
8945 West Russell Road, Suite 300
Las Vegas, Nevada 89148

Exhibit “A”

Exhibit “A”

A-09-593497-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Filing

COURT MINUTES

October 07, 2013

A-09-593497-C John Lytle, Plaintiff(s)
vs.
Rosemere Estates Property Owners Association, Defendant(s)

October 07, 2013 8:30 AM All Pending Motions
(10/07/2013)

HEARD BY: Leavitt, Michelle COURTROOM: RJC Courtroom 14D

COURT CLERK: Susan Jovanovich

RECORDER: Patti Slattery

REPORTER:

PARTIES

PRESENT: Anderson, Sean L. Attorney for Defendant
Haskin Esq, Richard Edward Attorney for Plaintiffs
Reed, Ryan Attorney for Defendant

JOURNAL ENTRIES

PLTFS JOHN ALLEN LYTLE AND TRUDI LEE LYTLE'S MOTION FOR AN ORDER DIRECTING ROSEMERE ESTATES PROPERTY OWNERS' ASSOCIATION TO CORRECT COURT ORDERED REVOCATION

Court inquired why Pltfs. believe there is a clouded title. Mr. Haskin argued the recorded revocation contains misrepresentation, and the information should not be on there. Additionally, Pltfs. attempted to meet and confer with opposing party on this issue, but it did not work out. Mr. Anderson argued this process is common, to include the information. Further arguments by parties. COURT ORDERED, Motion GRANTED; revocation to be consistent with the Court order.

DEFT'S MOTION TO RE-TAX COSTS

COURT ORDERED, Motion GRANTED. Court NOTED, this Motion is correct and Pltfs. did not list the Berosini Standard. FURTHER, Pltfs. are GRANTED leave to amend their motion for costs to include this Standard; Pltf. has ten (10) days from October 7, 2013 to amend; and five (5) days to file another motion, if appropriate. Following further discussions, Court advised counsel to provide this

PRINT DATE: 10/07/2013

Page 1 of 2

Minutes Date: October 07, 2013

RA0290

A-09-593497-C

Court the appropriate information, and NOTED, law firm billing statements will not be enough.

DEFT'S MOTION TO CORRECT, ALTER AMEND AND/OR VACATE JUDGMENT/ORDER
PURSUANT TO NRCP 59(E), AND MOTION FOR RECONSIDERATION

Arguments by Mr. Anderson regarding NRS 116.1203, NRS 116.2117 violations, adoption of documents, Chapter 38, and NRS 38.310. Further arguments in support of Motion, including small unit association, and dismissal of action pursuant to NRS 38.330. Court advised counsel defense did not argue for summary judgment. Further arguments as to this not being a limited purpose of association, NRS 116.1201 (6), and NAC 116.090. Following opposition by Mr. Haskin, counsel added defense is trying to re-litigate a motion for summary judgment, which is improper grounds to re-litigate. Further argument as to judicial estoppel. Mr. Anderson replied to opposing counsel's arguments, and further noted Pltfs. are being consistently inconsistent on representations, and a limited purpose of association was not created. COURT ORDERED, Motion DENIED.

PLTFS JOHN ALLEN LYTLE AND TRUDI LEE LYTLE'S MOTION TO PROVE-UP DAMAGES
PURSUANT TO COURT'S ORDER GRANTING SUMMARY JUDGMENT

Arguments by Mr. Haskin in support of Motion, including witness representation to be made on items of damages. Counsel added he will leave it up to the Court on how to proceed. COURT ORDERED, Motion GRANTED; parties to notify Chambers on what date would be appropriate for the Prove Up Hearing. Court NOTED, whatever date the parties agree to, this Court will set it for 10:00 A.M. Parties acknowledged.

Exhibit “B”

Exhibit “B”

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DCRR
Richard E. Haskin, Esq.
Nevada State Bar # 11592
GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, Nevada 89113-4059
(702) 836-9800

Attorneys for Plaintiff
JOHN ALLEN LYTLE and
TRUDI LEE LYTLE

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN ALLEN LYTLE and TRUDI LEE LYTLE,
as Trustees of the Lytle Trust,

Plaintiff,

v.

ROSEMERE ESTATES PROPERTY OWNERS'
ASSOCIATION; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO. A-09-593497-C
Dept.: XII

DISCOVERY COMMISSIONER'S REPORT AND RECOMMENDATION

HEARING DATE: MARCH 11, 2013

HEARING TIME: 1:30

Parties Present:

Plaintiff: Represented by Gibbs, Giden, Locher, Turner Senet & Wittbrodt, LLP

Defendant: Represented by Leach Johnson Song & Gruchow

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GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP

1 On March 5, 2013, Defendant filed its Motion to Strike Plaintiff's Third (Sic) and Fourth
2 (Sic) Supplemental Disclosures on Order Shortening Time. On March 8, 2013, Plaintiffs filed their
3 Opposition to Motion to Strike Third and Fourth Supplemental Disclosures. On March 11, 2013,
4 Defendant filed its Reply In Support of Motion to Strike Plaintiff's Third (Sic) and Fourth (Sic)
5 Supplemental Disclosures on Order Shortening time. The hearing on the Motion to Strike Plaintiff's
6 Third (Sic) and Fourth (Sic) Supplemental Disclosures went forward on March 11, 2013,
7 Commissioner Beecroft presiding.

8 **I. FINDINGS**

9 1. Pursuant to the Scheduling Order dated June 19, 2012, the parties were required to
10 complete discovery on or before January 29, 2013.

11 2. On June 29, 2013, at approximately 7:05 p.m., Plaintiffs' counsel emailed Plaintiffs'
12 Third [sic] and Fourth [sic] Supplemental Disclosures pursuant to NRCP 16.1 to the Association's
13 counsel, advising that the actual documents disclosed would be delivered in the mail.

14 3. Plaintiffs' Third [sic] and Fourth [sic] Supplemental Disclosures identify 1,020 pages
15 of documents, Bates No. 422 through 1442 (the "Additional Documents").

16 4. Plaintiffs' Third [sic] and Fourth [sic] Supplemental Disclosures identify 6 additional
17 witnesses not previously disclosed by Plaintiffs (the "Additional Witnesses");

- 18 a. Person Most Knowledgeable, Flamar Engineering, LLC;
- 19 b. Dupont Engineering, Inc.;
- 20 c. Jeffrey Scott Hicks;
- 21 d. Person Most Knowledgeable, A-Design Group, LLC;
- 22 e. Person Most Knowledgeable, Ahern Rentals; and
- 23 f. Jeffrey Miller, Advanced Drafting Services

24 5. Plaintiffs' Third [sic] and Fourth [sic] Supplemental Disclosures contains a
25 computation of damages not including within Plaintiff's Initial or Supplement Disclosures, depicting
26 7 categories of damages totaling \$1,178,244.32 (the "Computation of Damages").

27 ///
28 ///

1 6. Pursuant to NRCp 37(c)(1), [a] party that without substantial justification fails to
2 disclose information required by Rule 16.1, 16.2 or 26(e)(2), is not, unless such failure is harmless,
3 permitted to use as evidence at a trial, at a hearing, or on a motion any witness or information not so
4 disclosed.”

5 7. Plaintiffs failed to disclose the Additional Witnesses, some of the Additional
6 Documents, and the some items within the Computation of Damages pursuant to NRCp 16.1 and
7 26(e)(2).

8 8. Most of the Additional Documents had been produced either by Plaintiff in prior
9 disclosures or by Defendant in its Supplemental Disclosures on December 21, 2012. Hence,
10 Defendant was and is not prejudiced by disclosure of Additional Documents that had been produced
11 or disclosed by either party prior to January 29, 2013.

12 9. Marge Boulden produced an index card at her January 28, 2013 deposition, which
13 was provided at that deposition to counsel for both Plaintiffs and Defendant, and was disclosed by
14 Plaintiffs on January 29, 2013.

15 **II. RECOMMENDATIONS**

16 IT IS HEREBY RECOMMENDED that Defendants Motion to Strike is GRANTED IN
17 PART, in that any Additional Document, the Additional Witnesses, or any part of the Damage
18 Calculation not produced or disclosed prior to January 29, 2013, is stricken. Pursuant thereto:

19 IT IS HEREBY RECOMMENDED that the Additional Witnesses are stricken, as they were
20 disclosed for the first time on January 29, 2013.

21 IT IS HEREBY RECOMMENDED that the bulk of the Computation of Damages are
22 stricken, with the exception of (1) the damages disclosed by Plaintiffs in their Opposition to
23 Defendant’s Motion for Summary Judgment, filed on October 21, 2012, in the sum of \$34,066.93 for
24 “New Home Design / Engineering Costs,” and (2) \$29,500.00 for Special Assessments Paid to
25 Rosemere For Attorneys’ Fees, which costs were disclosed for the first time by Defendant on
26 December 21, 2012.

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GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP

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IT IS HEREBY RECOMMENDED that any Additional Document not either produced or disclosed by either party prior to January 29, 2013, is stricken.. Plaintiff may use any Additional Document produced or disclosed by either party prior to January 29, 2013. Plaintiff may disclose and use the "Marge Boulden Notes for Deposition," Bates Labeled LYTLE01440-01441, produced by Marge Boulden at her January 28, 2013 deposition, given to Defendant and Plaintiff on January 28, 2013, and disclosed by Plaintiffs on January 29, 2013.

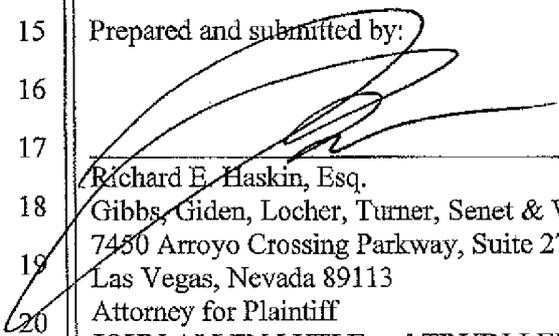
IT IS FURTHER RECOMMENDED that a status check shall be held on April 1, 2013, at 2:00 p.m. if these Recommendations are not filed in advance thereof.

The Discovery Commissioner, having met with counsel for the parties, having discussed the issues noted above and having reviewed any materials proposed in support thereof, hereby submits the above recommendations.

CHRIS A BEECROFT, JR.

DATED: _____

By: _____
DISCOVERY COMMISSIONER

Prepared and submitted by: _____


Richard E. Haskin, Esq.
Gibbs, Giden, Locher, Turner, Senet & Wittbrodt LLP
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, Nevada 89113
Attorney for Plaintiff
JOHN ALLEN LYTLE and TRUDI LEE LYTLE

Sean L. Anderson

Refused to Sign
LEACH JOHNSON SONG & GRUCHOW
Nevada Bar No. 11695
8945 West Russell Road, Suite 330
Las Vegas, Nevada 89148
Attorneys for Defendants
Rosemere Estates Property Owners Association

GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP

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NOTICE

Pursuant to NRC 16.1(d)(2), you are hereby notified you have five (5) days from the date you receive this document within which to file written objections.

[Pursuant to EDCR 2.34(f), an objection must be filed and served no more than five (5) days after receipt of the Discovery Commissioner's Report. The Commissioner's Report is deemed received when signed and dated by a party, his attorney or his attorney's employee, or three (3) days after mailing to a party or his attorney, or three (3) days after the Clerk of the Court deposits a copy of the Report in a folder of a party's lawyer in the Clerk's office. See EDCR 2.34(f).]

A copy of the foregoing Discovery Commissioner's Report was:

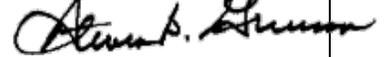
Mailed to Plaintiffs/Defendants at the following address on the ___ day of March, 2013.

Sean L. Anderson
Leach Johnson Song & Gruchow
8945 West Russell Road, Suite 330
Las Vegas, Nevada 89148
Attorneys for Rosemere Estates Property Owners Association

Richard E. Haskin, Esq.
Gibbs, Giden, Locher, Turner, Senet & Wittbrodt LLP
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, Nevada 89113
Attorney for JOHN ALLEN LYTLE and TRUDI LEE LYTLE

✓ Placed in the folder of Plaintiff's/Defendant's counsel in the Clerk's office on the 25th day of March, 2013.

By: **SANDY GERETY**
DEPUTY CLERK



1 **DECL**
2 **CHRISTENSEN JAMES & MARTIN**
3 KEVIN B. CHRISTENSEN, ESQ.
4 Nevada Bar No. 175
5 WESLEY J. SMITH, ESQ.
6 Nevada Bar No. 11871
7 LAURA J. WOLFF, ESQ.
8 Nevada Bar No. 6869
9 7440 W. Sahara Avenue
10 Las Vegas, Nevada 89117
11 Tel.: (702) 255-1718
12 Facsimile: (702) 255-0871
13 Email: kbc@cjmlv.com; wes@cjmlv.com; ljw@cjmlv.com
14 *Attorneys for September Trust, Zobrist Trust, Sandoval Trust*
15 *and Dennis & Julie Gegen*

16 **EIGHTH JUDICIAL DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

18 MARJORIE B. BOULDEN, TRUSTEE OF
19 THE MARJORIE B. BOULDEN TRUST,
20 LINDA LAMOTHE AND JACQUES
21 LAMOTHE, TRUSTEES OF THE
22 JACQUES & LINDA LAMOTHE LIVING
23 TRUST,

24 Plaintiffs,

25 vs.

26 TRUDI LEE LYTLE, JOHN ALLEN
27 LYTLE, THE LYTLE TRUST, DOES I
28 through X, and ROE CORPORATIONS I
through X,

Defendants.

Case No.: A-16-747800-C
Dept. No.: XVIII

**DECLARATION OF COUNSEL IN
SUPPORT OF REPLY TO
DEFENDANTS' OPPOSITION TO
PLAINTIFFS' MOTION FOR
ATTORNEY'S FEES AND COSTS**

Date: July 11, 2018
Time: 9:00 a.m.

AND ALL RELATED COUNTERCLAIMS
AND CROSS-CLAIMS

SEPTEMBER TRUST, DATED MARCH 23,
1972; GERRY R. ZOBRIST AND JOLIN G.
ZOBRIST, AS TRUSTEES OF THE GERRY
R. ZOBRIST AND JOLIN G. ZOBRIST
FAMILY TRUST; RAYNALDO G.
SANDOVAL AND JULIE MARIE
SANDOVAL GEGEN, AS TRUSTEES OF
THE RAYNALDO G. AND EVELYN A.
SANDOVAL JOINT LIVING AND

Case No.: A-17-765372-C
Dept. No.: XXVIII

CHRISTENSEN JAMES & MARTIN
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117
PH: (702) 255-1718 § FAX: (702) 255-0871

1 DEVOLUTION TRUST DATED MAY 27,
2 1992; and DENNIS A. GEGEN AND JULIE
3 S. GEGEN, HUSBAND AND WIFE, AS
4 JOINT TENANTS,

5 Plaintiffs,

6 vs.

7 TRUDI LEE LYTLE AND JOHN ALLEN
8 LYTLE, AS TRUSTEES OF THE LYTLE
9 TRUST; JOHN DOES I through V; and ROE
10 ENTITIES I through V, inclusive,

11 Defendants.

12
13 **DECLARATION OF WESLEY J. SMITH, ESQ.**

14 STATE OF NEVADA)

15 :ss.

16 COUNTY OF CLARK)

17 Wesley J. Smith, Esq., being first duly sworn and under penalty of perjury of the laws of
18 the United States of America and the State of Nevada:

19 1. I am at least 18 years of age and of sound mind. I personally prepared this
20 Declaration and I am familiar with all factual statements it contains, which I know to be true and
21 correct, except for any statements made on information and belief, which statements I believe to
22 be true. I am competent to testify to the same and would so testify if called upon as a witness.

23 2. I am an attorney licensed to practice before all state and federal courts of the State
24 of Nevada.

25 3. I am a partner and shareholder in Christensen James & Martin, Chtd. ("CJM"),
26 counsel for the Plaintiffs, September Trust, dated March 23, 1972 ("September Trust"), Gerry R.
27 Zobrist and Jolin G. Zobrist, as Trustees of the Gerry R. Zobrist and Jolin G. Zobrist Family
28 Trust ("Zobrist Trust"), Raynaldo G. Sandoval and Jule Marie Sandoval Gegen, as Trustees of
the Raynaldo G. and Evelyn A. Sandoval Joint Living and Devolution Trust Dated May 27, 1992
("Sandoval Trust"), and Dennis A. Gegen and Julie S. Gegen, Husband and Wife as Joint

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Tenants (hereafter “Gegen”) (hereafter September Trust, Zobrist Trust, Sandoval Trust and
Gegen may be collectively referred to as “Plaintiffs”) in the above-captioned case.

4. I make this Declaration in support of Plaintiffs’ Reply to Defendants’ Opposition
to Plaintiffs’ Motion for Attorney’s Fees and Costs (“Reply”).

5. Prior to filing this lawsuit, Plaintiffs did not request that Defendants withdraw
their Appeal. What Plaintiffs requested is that Defendants stipulate to the same relief accorded
to the Bouldens and Lamoths in the District Court, and then the Lytle Trust could add their
claims against the Plaintiffs to the already filed Appeal.

6. To my knowledge, Trudi Lee Lytle and John Allen Lytle, as Trustees of the Lytle
Trust, are not minors, incompetents or in the military service, or otherwise exempted under the
Servicemembers’ Civil Relief Act, 50 U.S.C. § 501, et seq.

Further your affiant sayeth naught.

DATED this 5th day of July, 2018.

/s/ Wesley J. Smith
Wesley J. Smith, Esq.



1 **RPLY**
2 **CHRISTENSEN JAMES & MARTIN**
3 KEVIN B. CHRISTENSEN, ESQ.
Nevada Bar No. 175
4 WESLEY J. SMITH, ESQ.
Nevada Bar No. 11871
5 LAURA J. WOLFF, ESQ.
Nevada Bar No. 6869
6 7440 W. Sahara Avenue
Las Vegas, Nevada 89117
7 Tel.: (702) 255-1718
Facsimile: (702) 255-0871
8 Email: kbc@cjmlv.com; wes@cjmlv.com; ljw@cjmlv.com
Attorneys for September Trust, Zobrist Trust, Sandoval Trust
9 *and Dennis & Julie Gegen*

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 MARJORIE B. BOULDEN, TRUSTEE OF
13 THE MARJORIE B. BOULDEN TRUST,
14 LINDA LAMOTHE AND JACQUES
LAMOTHE, TRUSTEES OF THE
15 JACQUES & LINDA LAMOTHE LIVING
TRUST,

16 Plaintiffs,

17 vs.

18 TRUDI LEE LYTLE, JOHN ALLEN
19 LYTLE, THE LYTLE TRUST, DOES I
through X, and ROE CORPORATIONS I
through X,

20 Defendants.

Case No.: A-16-747800-C
Dept. No.: XVIII

REPLY TO DEFENDANTS'
OPPOSITION TO PLAINTIFFS'
MOTION FOR ATTORNEY'S FEES
AND COSTS

Date: July 11, 2018
Time: 9:00 a.m.

21 AND ALL RELATED COUNTERCLAIMS
22 AND CROSS-CLAIMS

23 SEPTEMBER TRUST, DATED MARCH 23,
24 1972; GERRY R. ZOBRIST AND JOLIN G.
25 ZOBRIST, AS TRUSTEES OF THE GERRY
26 R. ZOBRIST AND JOLIN G. ZOBRIST
FAMILY TRUST; RAYNALDO G.
27 SANDOVAL AND JULIE MARIE
SANDOVAL GEGEN, AS TRUSTEES OF
28 THE RAYNALDO G. AND EVELYN A.
SANDOVAL JOINT LIVING AND

Case No.: A-17-765372-C
Dept. No.: XXVIII

CHRISTENSEN JAMES & MARTIN
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117
PH: (702) 255-1718 § FAX: (702) 255-0871

1 DEVOLUTION TRUST DATED MAY 27,
2 1992; and DENNIS A. GEGEN AND JULIE
3 S. GEGEN, HUSBAND AND WIFE, AS
4 JOINT TENANTS,

5 Plaintiffs,

6 vs.

7 TRUDI LEE LYTLE AND JOHN ALLEN
8 LYTLE, AS TRUSTEES OF THE LYTLE
9 TRUST; JOHN DOES I through V; and ROE
10 ENTITIES I through V, inclusive,

11 Defendants.

12 September Trust, dated March 23, 1972 (“September Trust”), Gerry R. Zobrist and
13 Jolin G. Zobrist, as Trustees of the Gerry R. Zobrist and Jolin G. Zobrist Family Trust
14 (“Zobrist Trust”), Raynaldo G. Sandoval and Julie Marie Sandoval Gegen, as Trustees of the
15 Raynaldo G. and Evelyn A. Sandoval Joint Living and Devolution Trust Dated May 27,
16 1992 (“Sandoval Trust”), and Dennis A. Gegen and Julie S. Gegen, Husband and Wife, as
17 Joint Tenants (“Gegen”) (hereafter September Trust, Zobrist Trust, Sandoval Trust and
18 Gegen may be collectively referred to as “Plaintiffs”), by and through their attorneys,
19 Christensen James & Martin, hereby Reply to Defendants’ Opposition to Plaintiffs’ Motion
20 for Attorney’s Fees and Costs. This Reply is based upon the following Points and
21 Authorities and Declaration filed herewith, and the pleadings, papers and exhibits on file.

22 DATED this 5th day of July, 2018.

CHRISTENSEN JAMES & MARTIN

23 By: /s/ Laura J. Wolff, Esq.

24 Laura J. Wolff, Esq.

25 Nevada Bar No. 6869

26 7440 W. Sahara Avenue

27 Las Vegas, NV 89117

28 Tel.: (702) 255-1718

Fax: (702) 255-0871

*Attorneys for September Trust, Zobrist
Trust, Sandoval Trust and Gegen*

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MEMORANDUM OF POINTS AND AUTHORITIES

**I.
ARGUMENT**

A. Plaintiffs are entitled to all of their attorney’s fees because the Defendants’ defenses were frivolous and the litigation could have been avoided.

Plaintiffs are entitled to all their attorney’s fees because they were required to file this lawsuit as the Defendants Trudi Lee Lytle and John Allen Lytle, as Trustees of the Lytle Trust (“Lytle Trust” or “Defendants”) refused to stipulate to remove the wrongfully recorded Abstracts of Judgment and amend their Appeal to the Nevada Supreme Court (Case No. 73037) to include their claims against the Plaintiffs. The exact relief the Plaintiffs requested from the Lytle Trust was granted by this Court, but only after costly litigation. Indeed, the Lytle Trust continues to multiply these proceedings vexatiously by filing another Appeal to the Nevada Supreme Court (Case Appeal Statement filed on June 19, 2018) of the Order Granting Motion for Summary Judgment or, in the Alternative, Motion for Judgment on the Pleadings and Denying Countermotion for Summary Judgment signed by the Judge on May 22, 2018 and entered by the Court on May 24, 2018 (“Summary Judgment Order”). See **Exhibit 1**, attached to the Motion.

In NRS 18.010(2), the Nevada Legislature states that **the court should liberally award attorney’s fees** under this provision to deter frivolous or vexatious defenses because such defenses “overburden limited judicial resources, hinder the timely resolution of meritorious claims and increase the costs of engaging in business and providing professional services to the public.” Attorney’s fees should be awarded to the Plaintiffs for the very reasons enumerated by the Nevada legislature. The Defendants’ complete refusal to stipulate to allow the Plaintiffs the same relief as the Boulden and Lamothe property owners pursuant to Judge Timothy C. Williams’ Order for Partial Summary Judgment issued on July 25,

1 2017 (“Order”) burdened this Court’s case load and hindered the timely resolution of
2 removing the wrongfully recorded Abstracts. The Plaintiffs’ claims could and should have
3 become a part of the Lytle Trust’s first Appeal. Instead, the Plaintiffs incurred significant
4 fees and costs in finally receiving the same relief as the Bouldens and Lamothes. It appears
5 that the Lytle Trust is continuing to overburden this Court’s judicial resources by refusing
6 the Disman’s the same relief already entered by this Court twice before to similarly situated
7 property owners, most recently as the “law of the case.” *See* the Motion for Summary
8 Judgment filed on June 28, 2018.

9
10 Defendants’ groundless reasons for defending this lawsuit appear to be an attempt to
11 harass the Plaintiffs for having served on the Homeowners Board of the Rosemere
12 Association. Defendants point out in their Opposition that several of the Plaintiffs were on
13 the Homeowners Board when the CC&Rs were amended, even though that has nothing to do
14 with the merits of this case. *See* Opposition at 6:3-4. Defendants also spend a lengthy
15 amount of time discussing the NRED 1, 2 and 3 cases, even though this Court has already
16 ordered that the Judgments entered in all of those cases have nothing to do with the
17 Plaintiffs. *Id.* at 6-9. These unnecessary references are evidence that the Lytle Trust has
18 animosity toward the Plaintiffs and are attempting to harass them by multiplying these
19 proceedings.

20 In their Opposition, Defendants assert that because they filed an Appeal on the Order
21 entered by Judge Timothy C. Williams, they had reasonable grounds to require Plaintiffs to
22 file this lawsuit and Motion for Summary Judgment in order to obtain the same result that
23 was afforded the Bouldens and Lamothes. The simple fact of filing an appeal to the Nevada
24 Supreme Court is not evidence of a meritorious defense. The Nevada Supreme Court is not a
25 discretionary court of appeals and the Nevada Supreme Court has not made any comment on
26 the validity of the appeal or likelihood of success. This Court is able to make its own
27 determination as to the merits of the Defendants’ arguments, and has already concluded that
28

1 the Defendants did not have a legal basis on which to record the Abstracts of Judgment
2 against the Plaintiffs' properties. In its Order, the Court found that, among other things, the
3 Abstracts of Judgment were improperly recorded and must be expunged and stricken from
4 the record.

5
6 Further, Plaintiffs did not request that Defendants withdraw their Appeal. The
7 Plaintiffs simply requested to be placed in the same position as the Bouldens and Lamothes,
8 with the Appeal to continue and the Defendants' appeal rights preserved. The Plaintiffs
9 requested that Defendants stipulate to the same relief accorded to the Bouldens and
10 Lamothes in the District Court, and then the Lytle Trust could add their claims against the
11 Plaintiffs to the already filed Appeal. *See* concurrently filed Declaration of Wesley J. Smith,
12 Esq. ("Smith Decl."), Plaintiffs' counsel. This would have taken very little time, required
13 very little judicial resources and minimal attorney's fees and costs, and allowed the
14 Defendants to present their legal arguments to the Nevada Supreme Court for ultimate
15 decision. Instead, eight months later, precious judicial resources have been spent, a much
16 larger amount of attorney's fees and costs have been expended, and this Court has ordered
17 the same relief that the Plaintiffs requested from Defendants. The Defendants have now filed
18 a new appeal, which will force the Plaintiffs to reargue all of the same issues that have
19 already been presented to this Court and the Nevada Supreme Court in the Boulden and
20 Lamothe case.

21 This is the kind of situation that the Nevada legislature specifically stated should be
22 discouraged by awarding attorney's fees as a future deterrent. "In assessing a motion for
23 attorney's fees under NRS 18.010(2)(b), the trial court must determine whether the plaintiff
24 had reasonable grounds for its claims. Such an analysis depends upon the actual
25 circumstances of the case...." *Bergmann v. Boyce*, 109 Nev. 670, 675, 856 P.2d 560, 563
26 (1993). The **actual circumstances** as explained herein support an award of attorney's fees.
27 Plaintiffs approached the Lytle Trust on several occasions and through several different
28

1 means prior to filing this lawsuit requesting resolution based on the Order that required the
2 Defendants to remove the Abstracts of Judgment against the Boulden and Lamothe
3 properties. The Plaintiffs were similarly situated to the Bouldens and Lamothes; there were
4 no material differences between the Plaintiffs and the Bouldens and Lamothes, they just
5 owned different lots on the same residential street. After the Order was entered, the Lytle
6 Trust's defenses at the trial court level were groundless because the District Court had
7 already decided that the Abstracts of Judgment should be removed. There were no facts
8 relevant to the Plaintiffs that would justify a different result thus confirming that the
9 Defendants should have released the Abstracts of Judgment against **all** properties in the
10 Rosemere Subdivision.
11

12 Defendants also argue that their reliance on certain sections of NRS 116 and the
13 prior rulings in the NRED 1, 2 and 3 litigations provide that they had reasonable grounds to
14 defend this case. This argument is false because this Court cited the "law of the case"
15 doctrine as a reason for granting the Motion for Summary Judgment. The law of the case
16 doctrine is a rule of practice designed to *protect both the court and the litigants* before it
17 *from repeated reargument* of issues already decided. 18 Charles Alan Wright, Arthur R.
18 Miller & Edward H. Cooper, *Federal Practice and Procedure* § 4478, at 790 (1981). The
19 Lytle Trust knew what the "law of the case" in this case was months ago when they released
20 the Abstracts of Judgment against the Boulden and Lamothe properties. Their continued
21 efforts to reargue issues already decided and require Plaintiffs to jump through hoop after
22 hoop to receive the same relief as the Boulden and Lamothes is simply unacceptable,
23 especially when the Defendants' appeal rights would have been preserved. Therefore, the
24 Plaintiffs' attorney's fees should be awarded to them.
25

26 In short, Defendants did not have an "obligation to alter their position" in order to
27 appease Plaintiffs. *See* Opposition at 16:25-26. The Plaintiffs never asked them to do so.
28 However, the Defendants should have allowed the Plaintiffs the same relief as the Bouldens

1 and Lamothes and then added the claims against the Plaintiffs to the Appeal. Since the Lytle
2 Trust chose not to follow the law of the case and instead required Plaintiffs to litigate such,
3 they should be required to pay for the Plaintiffs’ attorneys fees which were clearly and easily
4 avoidable. The Plaintiffs would not have incurred legal fees but for the Lytle Trust
5 unlawfully recording the Abstracts of Judgment and then vehemently refusing to remove the
6 unlawful liens, despite no law on point allowing such action and a clear Order from this
7 Court putting them on notice of the impropriety of the liens.
8

9 **B. NRS 38.310 is not applicable.**

10 Plaintiffs have never alleged in any of their pleadings that this case was about or
11 subject to NRS 38.310 nor have the Defendants interpreted it be so in any of their defenses
12 or pleadings. Further, Plaintiffs alleged in paragraph 52 of their Complaint that they would
13 suffer irreparable harm (“Plaintiffs will suffer irreparable harm if they are not able to sell
14 their Properties due to the recording of the Abstracts of Judgment”), which excludes their
15 claims from the requirements of NRS 38.310. For NRS 38.310 purposes, a “civil action” is
16 defined as “includ[ing] an action for money damages or equitable relief” but excludes “an
17 action in equity for injunctive relief in which there is an immediate threat of irreparable
18 harm.” NRS 38.300(3). Also, NRS 38.310 does not apply to Plaintiffs’ request for attorney’s
19 fees and costs because they are merely using the applicable CC&R provision to enforce a
20 prior interpretation of the CC&Rs – namely that the Lytle Trust was entitled to attorney’s
21 fees under the same provision in the NRED 1, 2 and 3 litigations. Thus, Plaintiffs’ attorney’s
22 fees should be awarded to them.

23 **C. The amount of the fee request is reasonable.**

24 Defendants do not dispute that the *Brunzell v. Golden Gate Nat’I Bank*, 85 Nev. 345,
25 349, 455 P.2d 31, 33 (1969) factors have been met. However, they argue that the amount of
26 Plaintiffs’ attorney’s fees is unreasonable because, quite ironically, the issues had already
27 been determined as “law of the case.” Yet, the Defendants went through great lengths to
28

1 contest the law of the case and made numerous legal arguments in defense of recording the
2 abstracts of judgment. This required the Plaintiffs to fully litigate the case, despite the clear
3 outcome of where this case should and would ultimately end. Calling the Plaintiffs' fees
4 unreasonable seems disingenuous coming from Defendants that admittedly have been
5 awarded almost \$600,000 in attorney's fees for prior litigation with the Association, much of
6 which included prosecution of claims after the Association's counsel withdrew and the
7 Association stopped defending.
8

9 Most importantly **almost all of these attorney's fees could have been avoided** had
10 the Lytle Trust stipulated to remove the Abstracts and then added their claims against the
11 Plaintiffs to the Appeal. Unfortunately since the Lytle Trust refused to do so, the Plaintiffs'
12 attorneys were required to research the complex procedural history, not only with the
13 Lamothe and Boulden litigation but with several previous cases between the Lytle Trust and
14 the Association that ultimately gave rise to the Abstracts of Judgment, and to review and
15 research the prior issues litigated as well as the issues presented in this case. Since the Lytle
16 Trust has not presented any evidence refuting the *Brunzell* factors, Plaintiffs should be
17 awarded their attorney's fees, including reasonable fees for this reply brief, as well as
18 preparing for and attending the hearing on this Motion.

19 **D. Fees and Costs associated with the Amicus Brief are properly awarded here.**

20 Defendants argue that the Plaintiffs cannot be awarded their attorney's fees and costs
21 for the Amicus Brief they filed in the Boulden and Lamothe Appeal, because it is not related
22 to this matter. Plaintiffs vehemently disagree with the Defendants' position on this matter.
23 Because the Plaintiffs are so similarly situated with the Lamothes and Bouldens, the
24 outcome of that Appeal will have a direct if not binding impact on this Case. The Plaintiffs
25 needed to apprise the Nevada Supreme Court of the extent of the issues and their perspective
26 on the law and facts.
27
28

1 Further, and similar to arguments made above, the Amicus Brief could have been
2 avoided if the Lytle Trust had stipulated to remove their wrongfully recorded Abstracts of
3 Judgment against Plaintiffs' properties. The Appeal could have been amended or
4 consolidated to include Plaintiffs' claims and the Amicus Brief would have been
5 unnecessary. However, since the Lytle Trust refused to stipulate, the Plaintiffs were
6 compelled to file the Amicus Brief to reserve their defenses of this Court's Order. Therefore,
7 the Plaintiffs should be awarded all of their attorney's fees. However, if this Court should
8 find that any fees and costs expended for the Amicus Brief should be excluded then they
9 will allow an in camera review of the unredacted billings to help determine the cost of the
10 Amicus Brief.
11

12 **E. Plaintiffs are entitled to all of their Costs.**

13 Plaintiffs requested costs by filing their Motion and a verified Memorandum of
14 Costs, with a sworn statement by counsel that all the costs are reasonable, necessary and
15 actually incurred. On June 8, 2018, the Defendants filed a Motion to Retax and Settle
16 Memorandum of Costs ("Motion to Retax"). On June 15, 2018, Plaintiffs filed an
17 Opposition to the Defendant's Motion to Retax ("Opposition to Retax Motion"). In their
18 Opposition to Retax Motion, the Plaintiffs asserted that the actual costs incurred total
19 \$2,006.12 instead of \$2,006.60 (as stated on the Memorandum) and demonstrated that all the
20 costs were reasonable, necessary, and actually incurred. Plaintiffs hereby incorporate all
21 their arguments in the Opposition to Retax Motion into this Reply.

22 Defendants argue that their recorded Abstracts of Judgment did not create a
23 possessory right to Plaintiffs' properties, thus precluding Plaintiffs from being awarded their
24 costs. "Costs must be allowed of course to the prevailing party against any adverse party
25 against whom judgment is rendered...in an action for the recovery of real property or a
26 possessory right thereto." NRS 18.020 (1) (Emphasis added). The Abstracts have been
27 clouding Plaintiffs' property titles and have been preventative to the Plaintiffs selling their
28

1 homes. The Plaintiffs were entitled to have them expunged and this Court agreed. The
2 Plaintiffs maintain that not being able to sell one's property has interfered with their
3 possessory interests. Plaintiffs maintain that their costs must be allowed since this **entire**
4 **litigation** has been about recovering their possessory rights to their Properties by having the
5 Lytle Trust's liens expunged.
6

7 The case *In re Contrevo*, 123 Nev. 20, 153 P.3d 652 (2007), is cited by Defendants
8 for the rule of law that "an abstract of judgment does not provide a lienholder with a
9 possessory interest in property, and possessory interests are superior to lienholder interests."
10 Opposition at 12:17-23. However, *Contrevo* makes no such rule. *Contrevo* decided that a
11 judgment lien does not attach or affect title to homesteaded property **fully exempt** under the
12 Homestead Act. *Contrevo* is not applicable here. Whether the Plaintiffs have recorded a
13 homestead exemption has never been an issue in this case. Even if they had, it would not
14 change the fact that the Defendants have asserted a possessory right to the Plaintiffs'
15 property, and Plaintiffs filed this case to defeat such erroneous and unsupported arguments.

16 Defendants also cite to the Restatement (First) of Property to argue that a lien is not a
17 possessory interest. However, in their Opposition to Motion for Summary Judgment, or, in
18 the Alternative, Motion for Judgment on the Pleadings and Countermotion for Summary
19 Judgment filed on February 9, 2018 ("MSJ Opposition") the Lytle Trust argues that certain
20 introductory language in the CC&Rs provided them a possessory right in the Plaintiffs'
21 properties and allowed them to lien all the properties in the subdivision. MSJ Opposition at
22 20-21. The Defendants specifically stated that "Pursuant to the Original CC&Rs, a lien or
23 judgment against the Association established under the Original CC&Rs attaches to each lot
24 within the Association". MSJ Opposition at 20:22-23. Defendants asserted that the
25 introductory language in the CC&Rs that states that breaches of the CC&Rs shall not defeat
26 mortgages or deeds of trusts recorded against any of the properties also gave them the right
27 to file the Abstracts of Judgment against the Plaintiffs' Properties. *Id.* They made this same
28

1 argument in their briefing in the Boulden and Lamothe case. *See* Lytle Trust Opposition to
2 Motion for Summary Judgment and Countermotion for Summary Judgment, filed March 27,
3 2017, at 8-9. Thus, the Lytles are again using the “sword and shield” doctrine that they have
4 accused the Plaintiffs of trying to employ in this lawsuit, because the Lytles have
5 consistently asserted that they have a possessory interest in the Plaintiffs’ properties which
6 has given them the right to lien the properties. As such, the Plaintiffs’ costs should be
7 awarded by this Court.
8

9 **II.**
10 **CONCLUSION**

11 Plaintiffs brought the Motion for Attorneys’ Fees and Costs after prevailing on all of
12 their claims against Defendants as set forth in the Summary Judgment Order. The Summary
13 Judgment Order declares that all of the Abstracts of Judgment filed by the Lytle Trust
14 against the Plaintiffs’ properties were wrongfully recorded and must be expunged. As the
15 prevailing party, the Plaintiffs should receive an award of attorney’s fees and costs, in the
16 following amounts:

17 Plaintiff	Attorney’s Fees	Costs	Total
18 September Trust	\$17,699.50	\$501.53	\$18,201.03
19 Zobrist Trust	\$17,881.50	\$501.53	\$18,383.03
20 Sandoval Trust	\$16,659.50	\$501.53	\$17,161.03
21 Gegen	\$16,685.50	\$501.53	\$17,187.03
22 Totals	\$68,926.00	\$2,006.12	\$70,932.12

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The Court should Order that all monies be paid within 30 days of the Notice of Entry of Order filed with the Court.

DATED this 5th day of July, 2018.

CHRISTENSEN JAMES & MARTIN

By: /s/ Laura J. Wolff, Esq.
Laura J. Wolff, Esq.
Nevada Bar No. 6869
7440 W. Sahara Avenue
Las Vegas, NV 89117
Tel.: (702) 255-1718
Fax: (702) 255-0871
Attorneys for September Trust, Zobrist Trust, Sandoval Trust and Gegen

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CERTIFICATE OF SERVICE

I am an employee of Christensen James & Martin. On July 5, 2018, I caused a true and correct copy of the foregoing REPLY TO DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR ATTORNEY'S FEES AND COSTS, to be served in the following manner:

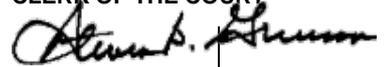
- ELECTRONIC SERVICE: electronic transmission (E-Service) through the Court's electronic filing system pursuant to Rule 8.05 of the Rules of Practice for the Eighth Judicial District Court of the State of Nevada.

- UNITED STATES MAIL: depositing a true and correct copy of the above-referenced document into the United States Mail with prepaid first-class postage, addressed to the parties at their last-known mailing address(es):

- FACSIMILE: By sending the above-referenced document via facsimile as follows:

- E-MAIL: electronic transmission by email to the following address(es):

/s/ Natalie Saville
Natalie Saville



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OPPS
CHRISTENSEN JAMES & MARTIN
KEVIN B. CHRISTENSEN, ESQ. (175)
WESLEY J. SMITH, ESQ. (11871)
LAURA J. WOLFF, ESQ. (6869)
7440 W. Sahara Avenue
Las Vegas, Nevada 89117
Tel.: (702) 255-1718
Facsimile: (702) 255-0871
Email: kbc@cjmlv.com; wes@cjmlv.com; ljw@cjmlv.com
Attorneys for September Trust, Zobrist Trust, Sandoval Trust,
and Dennis & Julie Gegen

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

MARJORIE B. BOULDEN, TRUSTEE OF
THE MARJORIE B. BOULDEN TRUST, *et*
al.,

Plaintiffs,

vs.

TRUDI LEE LYTLE, *et al.*,

Defendants.

Case No.: A-16-747800-C
Dept. No.: XVIII

OPPOSITION TO DEFENDANTS'
MOTION TO RECONSIDER
COURT'S RULING GRANTING
PLAINTIFFS' ATTORNEY'S FEES

Date: November 27, 2018
Time: 9:00 a.m.

AND ALL RELATED COUNTERCLAIMS
AND CROSS-CLAIMS

SEPTEMBER TRUST, DATED MARCH 23,
1972, *et al.*,

Plaintiffs,

vs.

TRUDI LEE LYTLE AND JOHN ALLEN
LYTLE, AS TRUSTEES OF THE LYTLE
TRUST, *et al.*,

Defendants.

Case No.: A-17-765372-C
Dept. No.: XXVIII

September Trust, dated March 23, 1972 ("September Trust"), Gerry R. Zobrist and
Jolin G. Zobrist, as Trustees of the Gerry R. Zobrist and Jolin G. Zobrist Family Trust
("Zobrist Trust"), Raynaldo G. Sandoval and Julie Marie Sandoval Gegen, as Trustees of the

CHRISTENSEN JAMES & MARTIN
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117
PH: (702) 255-1718 § FAX: (702) 255-0871

1 Raynaldo G. and Evelyn A. Sandoval Joint Living and Devolution Trust Dated May 27,
2 1992 (“Sandoval Trust”), and Dennis A. Gegen and Julie S. Gegen, Husband and Wife, as
3 Joint Tenants (“Gegen”) (hereafter September Trust, Zobrist Trust, Sandoval Trust and
4 Gegen may be collectively referred to as “Plaintiffs”), by and through their attorneys,
5 Christensen James & Martin, hereby oppose Defendants’ Motion to Reconsider Court’s
6 Ruling Granting Plaintiffs’ Attorney’s Fees (“Opposition”).
7

8 DATED this 21st day of November 2018.

9 CHRISTENSEN JAMES & MARTIN

10 By: /s/ Evan L. James
11 Evan L. James, Esq.
12 Nevada Bar No. 7760
13 *Attorneys for September Trust, Zobrist*
14 *Trust, Sandoval Trust and Gegen*

15 **INITIAL OBJECTION**

16 Defendants’ Motion to Reconsider Court’s Ruling Granting Plaintiffs’ Attorney’s
17 Fees (“Motion”) was received late on Friday, November 16, 2018, only a few days before a
18 major holiday. Mr. Smith, the attorney primarily responsible for and with the most
19 knowledge of the matter, is out of the country and unable to effectively assist in the
20 preparation of this Opposition. The undersigned will endeavor to point out why the Motion
21 should be denied, but Plaintiffs reserve the right to file a supplemental opposition or make
22 additional arguments at oral argument given that their primary counsel is unavailable to
23 address the matter on the Defendants’ expedited bases.
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ARGUMENT

1. Defendants’ motion fails to meet any of the five reasons for relief in NRCP 60(b).¹

Defendants’ sole basis for avoidance of the Court’s Order is that new case law should change the Court’s decision. However,

[W]e conclude that new or changed precedent does not constitute reversal of a ‘prior judgment’ under NRCP 60(b)(5). Additionally, NRCP 60(b)(5) relief is not available for monetary judgments simply because enforcement of the judgment might be inequitable in light of new or changed precedent. Accordingly, we affirm the district court’s order denying the Fords’ NRCP 60(b)(5) motion.

Ford v. Branch Banking and Trust Co., 131 Adv. Op. 53 – –, 353 P.3d 1200, 1203 (Nev., 2015). Defendants’ Motion fails as a matter of law.

This conclusion is supported by *Foster v. Dingwall*, 126 Nev. 49, 228 P.3d 453 (2010). In *Foster*, the Nevada Supreme Court strictly applied NRCP 60(b) in denying a motion to remand upon a “district court’s certification of its intent to grant the requested NRCP 60(b)(2) relief.” *Id.* at 55, 457. The appellants in *Foster*, just like the Defendants, had a pending appeal but had failed to meet NRCP 60 requirements. The Nevada Supreme Court applied NRCP 60 and refused to remand the case to the district court despite evidence that required (at least in the mind of the district court) a different outcome. Defendants’ Motion must be denied as there is no basis under NRCP 60(b) for this Court to reverse its decision and the Supreme Court will not remand the matter without such a basis.

To be sure, NRCP 60(b) contains the following five reasons upon which relief from a prior order may be granted:

¹ “The revised rule does not include the provision in the federal rule for relief under subdivision (b) based on ‘any other reason justifying relief from the operation of the judgment.’” NRCP 60 Drafters’ Notes 2004 Amendment. As such, it is clear that the intent of NRCP 60 drafters was to limit relief to those articulated provisions set forth in the rule.

- 1 1) mistake, inadvertence, surprise or excusable neglect,
2 2) newly discovered evidence,
3 3) fraud,
4 4) the judgment is void, or
5 5) the judgment has been satisfied, released, or discharged, or a prior judgment
6 upon which it is based has been reversed or otherwise vacated, or it is no longer
7 equitable that an injunction should have prospective application.
8

9 NRCPP 60(b). As shown above, NRCPP 60(b)(5) does not apply. In addition, given
10 Defendants' argument is based upon "new" case law, there can be no mistake, inadvertence,
11 surprise, or newly discovered evidence nor is the court's order void or otherwise satisfied.
12 NRCPP 60(b)(1)-(4) are inapplicable. In sum, there are no grounds under NRCPP 60(b) upon
13 which this Court may grant Defendants' requested relief. Without grounds upon which to
14 grant relief, certification to the Nevada Supreme Court of an intent to grant the Defendants'
15 Motion is futile. Defendants' Motion must be denied.
16
17

18 2. Defendants' reliance on *Frederic v. Macdonald* fails because their argument was not
19 novel—being already rejected by the Court, and Defendants rejected Plaintiffs' offer
20 to retain rights without incurring litigation and its associated costs.
21

22 In *Frederic and Barbara Rosenberg Living Trust v. MacDonald Highlands Realty,*
23 LLC, 427 P.3d 104, 134 Nev. Adv. Op. 69 (2018), the Nevada Supreme Court overturned a
24 district court's decision to award attorney's fees reasoning that, "Though we agree that the
25 evidence produced and Nevada's current jurisprudence does not fully support the Trust's
26 suit, we disagree that the Trust lacked reasonable grounds to maintain the suit, as it
27 presented a **novel issue** in state law ... [there is a] need for attorneys to pursue novel legal
28

1 issues or argue for clarification or modification of existing law.” *Frederic*, 472 P.3d at 113
2 (emphasis added).

3 The issue for this Court was opportunity to avoid litigation as Defendants’ arguments
4 were not novel to the District Court proceedings. In its Order awarding fees, this Court
5 concluded that the Defendants had the opportunity to avoid litigation and maintain rights but
6 chose not to do so, the type of scenario for which NRS 18.010(b) was enacted, as follows:

8 The Defendants had notice of the Order entered by Judge Williams in Case
9 No. A-16-747900-C in favor of substantially similarly situated property
10 owners as the Plaintiffs. After the Order was entered and prior to this Case
11 being filed by the Plaintiffs, the Defendants were given opportunity to avoid
12 this litigation and to preserve their legal arguments for appeal. As this Court
13 has already held, Judge Williams’ Order is law of the case and binding on
14 this Court. Therefore, given the directive in NRS 18.010(b) to liberally
construe the paragraph in favor of awarding attorney's fees, the Court finds
that the Defendants' defense to this action was maintained without
reasonable ground.

15 Order Regarding Plaintiffs’ Motion for Attorney's Fees and Costs and Memorandum of
16 Costs and Disbursements and Defendants’ Motion to Retax and Settle Memorandum of
17 Costs (“Order”) at 5:11-21. **If NRS 18.010(b) does not cover this situation, then it covers
18 nothing!**

19 Based on the holding in *Frederic*, the Defendants have filed their Motion and taken
20 the position that their insistence on litigation with the Plaintiffs is justified by legal novelty.
21 However, the holding in *Frederic* is not dispositive here because there was nothing novel
22 about Defendants’ arguments to the trial Court—their arguments were already rejected by the
23 trial court, of which Defendants were fully aware. Further, as the Order states, the
24 Defendants had the opportunity to avoid the litigation and preserve their legal arguments for
25 appeal, which they rejected in favor of litigation. Therefore, to come at this late juncture
26 and argue **yet again** that they are justified in forcing litigation is itself prolonged and
27
28

1 unjustified legal proceedings, the very thing that the Nevada Legislature wanted to avoid in
2 passing NRS 18.010(b).

3 3. Defendants' citation to case law addressing retroactive rulings and law of the case
4 doctrine are inapplicable and irrelevant to the present Motion.

5
6 Defendants cite *Dictor v. Creative Management Services, LLC*, 126 Nev. 41, 45, 223
7 P.3d 332 (2010), where the Nevada Supreme Court held that the District Court could
8 consider a renewed summary judgment motion based on an alternate statutory defense after
9 an issue had been decided on appeal and remanded to the district court for further
10 proceedings. However, in our litigation, the Defendants did not assert an alternate defense –
11 they asserted the same already rejected defenses and arguments and had the opportunity to
12 retain rights while those defenses and arguments were evaluated by the Nevada Supreme
13 Court.
14

15 It is hypocritical to argue possible retroactivity should preclude an award of fees
16 when Defendants rejected an offer of retroactivity in favor of litigation and incurring legal
17 fees. In *Bejarano v. State*, 122 Nev. 1066, 1074, 146 P.3d 265 (2008), the Nevada Supreme
18 Court revisited a prior appellate decision because of a new constitutional rule of criminal
19 procedure that might apply retroactively to their ruling holding that, “Such action is of
20 course warranted if we determine that a new rule with retroactive effect contradicts the law
21 of the case” (emphasis added). *Bejarano* is a criminal case where retroactivity is not
22 unusual for applying constitutional liberties to state imposed violations of individual
23 freedoms. Our civil litigation is about a vexatious litigant, the Lytles, determined to inflict as
24 much pain and financial distress to the opposing party as possible, evidenced by the Court’s
25 existing conclusion that they could have maintained rights while avoiding litigation.
26
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1 Defendants also seem to argue that the “law of the case” doctrine provides this Court
2 with jurisdiction and discretion to review and reverse any and all of its prior decisions in
3 favor of the Plaintiffs. They cite *Bejarano*, as support. However, there is no retroactive rule
4 in NRS 18.010(b) that justifies the Defendants asserting already rejected defenses and
5 arguments on the same facts and against similarly situation Plaintiffs, especially where those
6 Plaintiffs allowed for reservation of Defendants’ rights in an effort to avoid litigation costs.
7

8 In short, the Defendants are requesting that this Court revisit its prior rulings but they
9 have no basis in law for doing so and their law of the case and potential retroactivity
10 arguments are simply irrelevant. Plaintiffs respectfully request that this Court follow the
11 law and refuse to oblige Defendants continued and unnecessary litigation tactics.
12

13 4. There is no question that issue preclusion applied to Defendants.

14 In *Executive Mgmt. v. Ticor Title Ins. Co.*, 114 Nev. 823, 835-36, 963 P.2d 465, 473-
15 74 (1998), the Nevada Supreme Court clarified the three-part test for issue preclusion as
16 follows: “(1) the issue decided in the prior litigation must be identical to the issue presented
17 in the current action; (2) the initial ruling must have been on the merits and have become
18 final; and (3) the party against whom the judgment is asserted must have been a party in
19 privity with a party to the prior litigation.” “Unlike claim preclusion, issue preclusion ‘does
20 not apply to matters which could have been litigated but were not.’ ” *Id.* at 473 *quoting*
21 *Pomeroy v. Waitkus*, 183 Colo. 344, 517 P.2d 396, 399 (1974) (footnote omitted). Issue
22 preclusion may apply “even though the causes of action are substantially different, if the
23 same fact issue is presented.” *Clark v. Clark*, 80 Nev. 52, 56, 389 P.2d 69, 71 (1964).
24
25

26 In the instant case, Defendants litigated their defenses and arguments on the same
27 facts and circumstances in Case No. A-16-747900-C, *which is now consolidated with*
28

1 *Plaintiffs' case because the facts and issues are the same.* Thus, issue preclusion applies to
2 Judge Williams' Order, which should be followed.

3 Call it what you will, law of the case, issue preclusion or that the matter is decided,
4 the fact remains that Defendants increased litigation costs when they did not have to in
5 violation of NRS 18.010(b).
6

7 **CONCLUSION**

8 Based on the foregoing arguments, Plaintiffs request that this Court deny
9 Defendants' Motion to Reconsider Court's Ruling Granting Plaintiffs' Attorney's Fees.
10

11 DATED this 21st day of November 2018.

12 CHRISTENSEN JAMES & MARTIN

13 By: /s/ Evan L. James
14 Evan L. James, Esq.
15 Nevada Bar No. 7760
16 *Attorneys for September Trust, Zobrist
17 Trust, Sandoval Trust and Gegen*
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1 **CERTIFICATE OF SERVICE**

2 I am an employee of Christensen James & Martin. On November 21, 2018, I caused
3 a true and correct copy of the foregoing Opposition to Defendants’ Motion to Reconsider
4 Court’s Ruling Granting Plaintiffs’ Attorney’s Fees, to be served in the following manner:
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7 **ELECTRONIC SERVICE:** electronic transmission (E-Service) through the Court’s
8 electronic filing system pursuant to Rule 8.05 of the Rules of Practice for the Eighth
9 Judicial District Court of the State of Nevada.

- 9 Liz Gould (liz@foleyoakes.com)
10 Daniel Foley (Dan@foleyoakes.com)
11 Maren Foley (maren@foleyoakes.com)
12 Jennifer Martinez (jennifer.martinez@fnf.com)
13 Christina Wang (christina.wang@fnf.com)
14 Mia Hurtado (mia.hurtado@fnf.com)
15 Richard E. Haskin, Esq. (rhaskin@gibbsgiden.com)
16 Timothy P. Elson, Esq. (telson@gibbsgiden.com)
17 Robin Jackson (rjackson@gibbsgiden.com)
18 Shara Berry (sberry@gibbsgiden.com)
19 Daniel Hansen (dhansen@gibbsgiden.com)
20

21 **UNITED STATES MAIL:** depositing a true and correct copy of the above-
22 referenced document into the United States Mail with prepaid first-class postage, addressed
23 to the parties at their last-known mailing address(es):

24 **FACSIMILE:** By sending the above-referenced document via facsimile as follows:

25 **E-MAIL:** electronic transmission by email to the following address(es):
26

27 /s/ Natalie Saville
Natalie Saville
28

1 CASE NO. A-16-747800-C

2 DOCKET U

3 DEPT. 16

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DISTRICT COURT

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CLARK COUNTY, NEVADA

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* * * * *

9

MARJORIE B. BOULDEN TRUST,)

10

Plaintiff,)

11

vs.)

12

LYTTLE TRUST,)

13

Defendant.)

14

15

REPORTER'S TRANSCRIPT

16

OF
MOTION FOR ATTORNEY'S FEES AND COSTS

17

18

BEFORE THE HONORABLE JUDGE TIMOTHY C. WILLIAMS

19

DISTRICT COURT JUDGE

20

21

DATED THURSDAY, MAY 16, 2019

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REPORTED BY: PEGGY ISOM, RMR, NV CCR #541

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APPEARANCES :

FOLEY & OAKES, PC

BY: DANIEL T. FOLEY, ESQ.

626 So. 8th STREET

LAS VEGAS, NV 89101

(702) 384-2070

(702) 384-2128

DAN@FOLEYOAKES.COM

FIDELITY NATIONAL LAW GROUP

BY: CHRISTINA WANG, ESQ.

1701 VILLAGE CENTER CIRCLE

#110

LAS VEGAS, NV 89134

(702) 667-3000

(702) 697-2020 Fax

CHRISTINA.WANG@FNF.COM

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APPEARANCES CONTINUED:

CHRISTENSEN JAMES & MARTIN

BY: WESLEY SMITH, ESQ.

7440 W. SAHARA AVENUE

LAS VEGAS, NV 89117

(702) 255-1718

(702) 255-0871

WES@CJMLV.COM

FOR THE DEFENDANT:

GIBBS, GIDEN, LOCHER, TURNER & SENET, LLP

BY: RICHARD HASKIN, ESQ.

7450 ARROYO CROSSING PARKWAY

SUITE 270

LAS VEGAS, NV 89113

(702) 836-9800

(702) 836-9802 Fax

RHASKIN@GIBBSGIDEN.COM

* * * * *

1 LAS VEGAS, NEVADA, THURSDAY, MAY 16, 2019

2 9:24 A.M.

3 P R O C E E D I N G S

4 * * * * *

5

6 THE COURT: All right. We're going to move on
7 to the contested calendar. Next up, page 10. Marjorie
8 B. Boulden Trust, plaintiffs, versus Trudi Lytle,
9 et al.

10 THE COURT REPORTER: Does either side want
11 this reported?

12 MR. HASKIN: Yes, please. Defense.

13 THE COURT: Okay. All right. Good morning.
14 Let's go ahead and note our appearances for the record.

09:25:03 15 MR. FOLEY: Dan Foley on behalf of the
16 plaintiffs, Boulden and Lamothe Trusts.

17 MS. WANG: Christina Wang on behalf of the
18 Dismans.

19 MR. SMITH: Wesley Smith on behalf of the
09:25:13 20 plaintiffs in the consolidated case. That's the
21 Sandoval Trust, September Trust, the Zobrist Trust and
22 Dennis and Julie Gegen.

23 MR. HASKIN: Good morning, your Honor.
24 Richard Haskin on behalf of the Lytle Trust defendants.

09:25:26 25 THE COURT: All right. Once again, good

09:25:27 1 morning.

2 And it seems like this case keeps coming back.

3 Anyway, I see we have -- let me see here what we have

4 on calendar this morning. We have -- it's my

09:25:39 5 recollection we have motion for attorney's fees,

6 plaintiffs' motion.

7 We have Robert J. Disman and Yvonne Disman's

8 motion for fees and costs, defendant's motion to retax

9 and settle memorandum of costs; is that correct?

09:25:57 10 MR. FOLEY: That's correct.

11 MR. HASKIN: That's correct.

12 THE COURT: Let's go ahead and start with the

13 first motion, the plaintiffs' motion for fees and

14 costs.

09:26:06 15 MR. FOLEY: Good morning, your Honor. Your

16 Honor, I appreciate you taking this case back. We --

17 obviously, it started here. And I think the last time

18 we were in here, you had granted my motion for partial

19 summary judgment on the merits of the case. It had

09:26:22 20 gone up on appeal.

21 I had a slander of title cause of action

22 remaining in the case. My client was actually able to

23 sell her house. We have since just dismissed that

24 slander of title cause of action which resolved in its

09:26:40 25 entirety my case against the other side. They

09:26:43 1 dismissed a later amended counterclaim, newer
2 counterclaim that they brought against my client so as
3 to resolve it all.

4 In selling the house, my client, the Bouldens
09:26:57 5 sold their house to the Dismans. And so upon that
6 sale, the Lyttles then sued the Dismans and brought them
7 in. The Zobrists and the other trust represented by
8 Mr. Smith are other homeowners in that same association
9 that actually contacted me. I told them I couldn't
09:27:18 10 represent them because of a conflict.

11 So Mr. Smith came in, and then in front of
12 Judge Bayliss filed a similar motion for summary
13 judgment that you had granted, and Judge Bayliss
14 granted that.

09:27:34 15 My case -- your decision in my case went up on
16 appeal and has been affirmed by the Supreme Court. So
17 now I'm back asking for attorney's fees here, and
18 costs. The attorney's fees under 18.010 can be awarded
19 under two circumstances. One, if there's a contract
09:27:56 20 between the parties allowing for the same; or, two, if
21 the Court can find that the suit was brought or
22 maintained without reasonable ground or to harass the
23 prevailing party. We, I believe, prevail on this
24 motion under both bases.

09:28:13 25 The contract in this case is actually the

09:28:15 1 CC&Rs which has a provision in it that allows for the
2 award of attorney's fees, which provides in any legal
3 or equitable proceeding --

4 THE COURT: For the record, that's paragraph
09:28:27 5 25?

6 MR. FOLEY: Correct.

7 THE COURT: Yes, okay.

8 MR. FOLEY:

9 In any legal or equitable proceeding for
09:28:30 10 the enforcement of or to restrain the violation
11 of the declaration of covenants, conditions,
12 and restrictions, or any provisions thereof,
13 the losing party or parties shall pay such
14 amount as may be fixed by the Court in such
09:28:45 15 proceeding.

16 In this case, the Lyttles maintained that under
17 the CC&Rs they were entitled to attach this judgment
18 that they had obtained against the association against
19 my client's property.

09:29:05 20 Our position and in our complaint was that
21 under the CC&Rs, this judgment was not recordable
22 against my client's properties because under the CC&Rs
23 any action between homeowners had to be between
24 homeowners directly, not against an association. So
09:29:28 25 that, therefore, this judgment against the association

09:29:30 1 could not attach.

2 Also, both sides argued, that under the CC&Rs,
3 and it was found by this Court and by Judge Leavitt in
4 the underlying case, that this was not a regular
09:29:47 5 homeowners association. It was a limited purpose
6 association.

7 THE COURT: And I remember that.

8 MR. FOLEY: Right.

9 THE COURT: Because I remember -- this -- I
09:29:52 10 had this case, and I had another construction defect
11 case specifically dealing with a limited purpose
12 association. And you don't see it very often. It's
13 somewhat unique.

14 MR. FOLEY: Right.

09:30:03 15 THE COURT: But I felt it was a very
16 interesting issue. As you remember, I kind of dug down
17 a little deep into it. I wanted to make sure I had the
18 right answer.

19 MR. FOLEY: We had a couple of very extensive
09:30:14 20 hearings --

21 THE COURT: Yes.

22 MR. FOLEY: -- on this matter. Yes. And, of
23 course, under the limited -- the key under the limited
24 purpose association is that there's a provision that
09:30:20 25 says if it's a limited purpose association that the

09:30:25 1 other provisions within 116, only a few provisions
2 within 116 apply.

3 One of them that doesn't apply is subsection
4 .3117 which is the provision that they relied on that
09:30:37 5 says you can record a judgment against the association
6 against all of the individual homeowners.

7 THE COURT: Right.

8 MR. FOLEY: And it will attach. That didn't
9 work here.

09:30:47 10 So this action was an action to restrain their
11 violation of the CC&Rs, and an action on our part to
12 enjoin and to enforce the CC&Rs for those two reasons.
13 So on that basis, we're entitled to an award of
14 attorney's fees under that contract, the CC&Rs.

09:31:07 15 THE COURT: Now, here's my question. And I
16 guess I want to compare and contrast Chapter 18 as it
17 relates to prevailing party. And we kind of -- and I
18 think you talked about it earlier on. You said, Look,
19 Judge, there's no -- there's no reasonable grounds or
09:31:26 20 unreasonable grounds for a lawsuit. I understand that.
21 I know there's another factor I can consider too. But
22 it seems to me that when I read paragraph 25, there's
23 slightly different language there that it's not
24 prevailing party language. We talk about loser.

09:31:41 25 MR. FOLEY: Right.

09:31:42 1 THE COURT: That's what it says; right?

2 MR. FOLEY: Right.

3 THE COURT: I'm just -- you know, and so here
4 we have a contract that runs with the land. And it
09:31:47 5 says:

6 In any legal or equitable proceeding for
7 the enforcement of or to restrain the violation
8 of the declaration of covenants, conditions,
9 and restrictions, or any provision thereof --

09:32:02 10 And this is the language that's -- that is
11 different. And I just want to get your interpretation
12 of that. It says:

13 "The losing party or parties shall pay in
14 such amount as may be fixed by the Court in
09:32:20 15 such proceedings."

16 And what I find fascinating, number one, what
17 is losing party. We'll talk about that.

18 But, number two, it appears to me the language
19 is slightly different than Chapter 18 in this regard.
09:32:34 20 Because it says losing party shall pay; right? And
21 that's a slightly different analysis as to making a
22 determination as to whether a lawsuit was brought for
23 the purposes of harassment, or whatever, or whether
24 there was unreasonable grounds for the determination
09:32:52 25 after you determine who's a prevailing party. Much

09:32:55 1 different standard appears to me.

2 MR. FOLEY: It is. It is. And, again,
3 it's -- these are the two different bases that are
4 provided under 18.010 for an award of attorney's fees.

09:33:04 5 THE COURT: Right.

6 MR. FOLEY: And on this one, I just got to say
7 absolutely consistent with this case, someone drafts
8 language like this that instead of using prevailing
9 parties, which is the norm, they have to go to losing
09:33:17 10 party. I don't think there's any difference between
11 the two at the end of the day. You're either the
12 prevailing party or you're the losing party. And in
13 this case I don't think there's any question based on
14 your summary judgment and the Supreme Court's

09:33:34 15 affirmance that the Lytles are the losing party in this
16 battle over these CC&Rs.

17 THE COURT: And so once I -- and tell me if
18 I'm wrong on this, Mr. Foley. Once I make a
19 determination as to losing party, there's not
09:33:48 20 additional analysis, for example, whether there's
21 unreasonable grounds because the contract or the CC&Rs
22 says shall pay.

23 MR. FOLEY: Well, no. I think that --

24 THE COURT: Do I have to make that
09:34:00 25 determination?

09:34:01 1 MR. FOLEY: I think you can -- I think you can
2 award attorney's fees. And I ask you to award
3 attorney's fees on both bases. But you could stop it.
4 You could stop it with either one. You could find
09:34:12 5 unreasonableness, and say I don't even need to reach
6 the issue of the contract. Or you find it based on the
7 contract and say I don't need to go to
8 unreasonableness. Or I think you can say both. I'm
9 going to award attorney's fees on both bases that the
09:34:26 10 losing party needs to pay under the contract and the
11 Lyttles were unreasonable in bringing and maintaining
12 this cause of action, or the defense of this case.

13 THE COURT: I understand.

14 MR. FOLEY: Okay.

09:34:38 15 So, and again, I've gone through fairly at
16 nauseam in the brief about the unreasonableness of this
17 position. But I want to point out just a couple of
18 things that when my clients discovered that the
19 judgments had been recorded against their property,
09:34:56 20 and, of course, the Bouldens were just in the process
21 of trying to sell their property, so they had a cloud
22 on the title, communications were initiated by counsel
23 prior to me on October 6, 2016, with the Lyttles'
24 counsel. And said, Look, this is what you've done.
09:35:16 25 The .3117 limited purpose association, the whole brief,

09:35:22 1 if you want, was laid out, and then was ignored, and
2 then there was a claim of a conflict, so I got
3 involved.

4 I then wrote to counsel in November.

09:35:31 5 Basically repeated what Mr. Connaghan had previously
6 related to them. And the first response I got was,
7 Hold on. We have no intention of clouding title to
8 this property. We'll get this resolved by Monday.

9 So it's okay. In essence, you know, we're
09:35:53 10 wrong. Give us a minute, and we'll take care of this.
11 Then that didn't happen. And not only did it not
12 happen, my clients, because of the litigious history in
13 this case which goes back to 2006, offered up \$50,000
14 to settle the case.

09:36:12 15 And then I said I'm going to file a lawsuit if
16 we don't get this settled. The response was we
17 wouldn't settle it for 50. Actually, my clients didn't
18 offer 50, but he said they wouldn't even take 50. And
19 they said, and if you file a lawsuit, you will be met
09:36:29 20 with a counterclaim that includes a claim for
21 initiating judicial foreclosure proceedings to sell
22 your houses because of the judgment that we've recorded
23 against them.

24 So that's how this all starts. The complaint
09:36:46 25 gets filed in December. By February or March, this

09:36:49 1 Court had granted summary judgment on that issue.

2 And it was -- it was complicated but, at the
3 end of the day, I don't think all that difficult. It's
4 complicated because the homeowners association statutes
09:37:05 5 are different and we had to wade through the limited
6 purpose association thing here.

7 But when you look back at the underlying case
8 that was the Lyttles' case where they got the judgment,
9 they have in the order they prepared for Judge Leavitt
09:37:19 10 that this was strictly a limited purpose association.

11 THE COURT: Well, and I don't mind bringing
12 this up because I read the points and authorities. And
13 one of the issues I found somewhat fascinating in this
14 regard is the fact that, wasn't it Judge Leavitt that
09:37:38 15 had NRED Two -- NRED One litigation, right?

16 MR. FOLEY: Yes.

17 THE COURT: And it appeared to me she awarded
18 attorney's fees and costs in that litigation based upon
19 the original CC&Rs and the amended CC&Rs.

09:37:51 20 And the reason why I'm bringing it up, I'm
21 wondering I have a question for defense counsel, but if
22 fees and costs could have been awarded pursuant to
23 those CC&Rs, why wouldn't I award them pursuant to the
24 CC&Rs in this case?

09:38:03 25 Because at the end of the day I think what

09:38:05 1 you're doing, it appeared to me, and, I guess, this
2 could be argued, but what you were attempting to do is
3 essentially enforce the original declaration of
4 covenants, conditions, and restrictions as set forth.

09:38:19 5 And, consequently, this was a limited purpose
6 association. And as a matter of law under Chapter 116,
7 the fees and costs that were awarded in the prior
8 litigation could not attach to your client's home.

9 MR. FOLEY: Correct. And that's -- and that's
09:38:36 10 exactly what happened. The Lyttles in that underlying
11 case were maintaining that the original CC&Rs were the
12 ones that were applicable, and they won.

13 And the Court declared it was a limited
14 purpose association. Which, again, that's their
09:38:50 15 judgment that says effectively then .3117 doesn't
16 apply, but they ignore that and record against us.

17 And then even beyond that, if you'll recall,
18 your Honor, you granted the summary judgment which
19 expunged the recorded abstracts of judgment. At the
09:39:13 20 moment that a release of these abstracts was -- were
21 recorded with the Court, with the recorders' office,
22 the Lyttles recorded a lis pendens regarding this case
23 within a minute after releasing the abstracts, so that
24 my client still could not sell their house.

09:39:36 25 Spoke with counsel. Wrote with counsel and

09:39:39 1 said get rid of these. This is nonsense. You've
2 absolutely violated the spirit of this order and
3 everything we were trying to accomplish. Refused to do
4 it. I had to bring another motion, which your Honor
09:39:51 5 summarily granted and struck the lis pendens.

6 After that, they bring in the Dismans. After
7 that they refuse to recognize your Honor's order in
8 this case with respect to the Zobrists. And they have
9 to go through and file all their motions for summary
09:40:09 10 judgments. And so some -- there is NRED Two litigation
11 that's involved, so there's additional issues. But, in
12 essence, it's all still the same. It's all still the
13 same as far as the merits of this case.

14 So I think that there is more than sufficient
09:40:24 15 basis for this Court to find that the Lyttles throughout
16 the entirety of the case, even prior to my filing the
17 complaint, have acted unreasonable, unreasonably with
18 respect to maintaining their defense in this case and
19 filing their counterclaim against my clients.

09:40:43 20 For those reasons, your Honor, and I think
21 my -- there was a -- with respect to my attorney's
22 fees, the only thing that I think counsel really said
23 Well, there's a couple of things he said he thought
24 were unreasonable. One, there was some duplication,
09:40:57 25 but there's not. At a point in time in the case

09:40:59 1 between the Bouldens and Lamothes, I started dividing
2 my time so that you'll see -- you'll see duplicative
3 bills, but they're all for half the hourly rate.
4 That's my full rate. Half goes to the Dismans --
09:41:14 5 excuse me to the Bouldens and half going to the
6 Lamothes.

7 And then otherwise counsel complains about
8 some things that got filed that maybe had to be redone,
9 but everything was done in good faith. Nothing was
09:41:28 10 ever started from scratch. I think I filed a motion to
11 strike the judgments to begin with. And then kind of
12 after a short hearing with your Honor, turned it into a
13 motion for summary judgment. But all of the fees were
14 reasonable. All of them were necessary.

09:41:46 15 The total of my fees are \$74,320. The total
16 of my costs are \$1,413 and, I believe, 80 cents.

17 THE COURT: What is that figure again,
18 1,000 --

19 MR. FOLEY: -- 413- --

09:42:02 20 THE COURT: -- 413- --

21 MR. FOLEY: I can't even read my notes. It's
22 either 80 or 60 cents.

23 And, you know, there is quarrel by counsel
24 about the language with respect to costs and whether
09:42:24 25 they're awardable.

09:42:28 1 Language being, is this an action for the
2 recovery of real property or adjustment right thereto.
3 Contend that it is, especially based on the Lyttles'
4 threat to judicially foreclose and dispossess my
09:42:46 5 clients of their property.

6 Otherwise, I rely on the remainder of my brief
7 on that point. Not spending any more of the Court's
8 time on a \$1400 cost bill.

9 THE COURT: Okay. Thank you, sir.

09:43:01 10 MR. FOLEY: Thank you, your Honor.

11 MR. HASKIN: Good morning, your Honor. I
12 think the best place to start is probably in addressing
13 some of the Court's points that were made during
14 Mr. Foley's arguing and then address some of the
09:43:18 15 additional arguments.

16 I would start with the premise that this is
17 not an action that was brought by Boulden and Lamothe
18 to enforce the original CC&Rs. It's just not.

19 In fact, if you read their complaint, their
09:43:28 20 first amended complaint, there may be even a second
21 amended complaint, there's not even a mention of the
22 CC&Rs in there. This is an action for quiet title,
23 declaratory relief, and slander of title. That's it.
24 There was no mention of the CC&Rs, period.

09:43:42 25 And I think that's evidenced by the fact that

09:43:44 1 they did not go through the mandatory process of
2 Chapter 38 arbitration. If this were an action to
3 enforce CC&Rs or even an action to enforce some
4 provision of 116, they would have had to go through
09:43:56 5 Chapter 38 ADR. It's mandatory.

6 And, your Honor, if you look at the McKnight
7 case, the Supreme Court case --

8 THE COURT: Well, tell me this. I understand
9 it's mandatory, but at the end of the day it would be
09:44:07 10 up to you to make a determination as to whether motion
11 to dismiss should be filed because they failed to meet
12 the condition precedent as it relates to NRED.

13 MR. HASKIN: Correct, your Honor. We didn't
14 file such a motion because there's no mention of the
09:44:20 15 CC&Rs anywhere in their operative pleadings.

16 Not only that, had I filed such a motion, your
17 Honor, under McKnight, you would have -- you would have
18 denied the motion to dismiss because the McKnight
19 ruling by the Supreme Court stands for the proposition
09:44:31 20 that a homeowner can bring a quiet title action because
21 it's not an action to enforce CC&Rs. It's not an
22 action under Chapter 116.

23 THE COURT: Here's my question. At the end of
24 the day what was my decision based upon?

09:44:49 25 MR. HASKIN: Your decision, your Honor, in the

09:44:50 1 partial summary judgment motion?

2 THE COURT: Yes.

3 MR. HASKIN: Your decision was based on the
4 fact that we did not have any right to record the
09:44:59 5 abstracts of judgment pursuant to Chapter 116.

6 THE COURT: Right.

7 MR. HASKIN: But that was our defense this was
8 not an action to enforce or to restrain a violation of
9 the CC&Rs.

09:45:08 10 In other words, it puts -- if you look at the
11 language, your Honor, it puts the -- it reads from the
12 plaintiffs' state of mind. An action to enforce or the
13 restrain the violation were they -- were the plaintiffs
14 seeking to enforce some provision of the CC&Rs? No,

09:45:26 15 they weren't. Were they seeking to restrain a
16 violation of the CC&Rs? No, they weren't.

17 We recorded an abstract of judgment against
18 their property.

19 THE COURT: I understand that. But they --
09:45:37 20 but the position that was taken by Mr. Foley, I guess,
21 from day one was essentially this: Look, Judge,
22 pursuant to the CC&Rs, this was a limited purpose
23 association. This was not a Chapter 116 association.
24 And, Judge -- and the only way I could make that
09:45:57 25 determination I had to review the CC&Rs in this case.

09:46:01 1 Then when I reviewed the CC&Rs, ultimately, I came to
2 the conclusion of a couple of things. Number one, I
3 realize there was a decision, ultimately, by
4 Judge Leavitt, right? That's controlling.

09:46:14 5 But just as important too, I read the CC&Rs.
6 And I say, Well, after digging a little deep and
7 becoming acquainted with Chapter 116 and some of the
8 exceptions, that's what I'll call it, I said, yeah,
9 relying upon the CC&Rs, this is a limited purpose
09:46:33 10 association. As a result it would be improper as a
11 matter of law to file the abstract on the homes.

12 MR. HASKIN: Your Honor, with due respect, I
13 don't think that was your decision. And you can
14 revisit your order. Your decision, your Honor, was
09:46:46 15 with respect to Judge Leavitt due to our successful
16 action and the Supreme Court's ultimate affirmance of
17 that. Your -- you didn't have to make that decision.
18 You did have to review the CC&Rs.

19 THE COURT: But didn't I --

09:46:58 20 MR. HASKIN: You -- Judge Leavitt had already
21 determined this was a limited purpose association, and
22 that's where your Honor went straight to.

23 THE COURT: I understand. I respect what
24 you're saying. But it's my recollection that I
09:47:07 25 reviewed the CC&Rs in this case as part of my

09:47:11 1 decision-making process. Because one of the things I
2 do is this, and I -- and I just don't rely upon what
3 other trial judges do. I'm pretty much an independent
4 thinker. And I realize that was the ruling. But here
09:47:24 5 we had a case that came up in front of me. And I
6 looked. Yeah, I looked at the case history. But I
7 didn't make my decision like a robot, or automaton, or
8 whatever. I think.

9 And maybe -- it's been a while but counsel can
09:47:41 10 probably refresh my recollection on this. But it's my
11 understanding this wasn't a scenario where we had very
12 limited discussion in open court. I think we had
13 vigorous discussion on these issues. You can tell me
14 if I'm wrong on that in my recollection. I mean, I'm
09:47:56 15 getting a little older.

16 MR. HASKIN: Your Honor, my suggestion wasn't
17 that you didn't review everything.

18 THE COURT: Right.

19 MR. HASKIN: Again, the original CC&Rs, just
09:48:03 20 the plain reading in paragraph 25, doesn't take into
21 account your Honor's perspective in your Honor's
22 analysis of the case. It looks at what the plaintiffs
23 were seeking to do.

24 Were the plaintiffs seeking to enforce the
09:48:16 25 CC&Rs? No. They weren't.

09:48:18 1 Were the plaintiffs seeking to restrain some
2 offense to the CC&Rs? No, they weren't.

3 They were doing neither of those things, and
4 it's evidenced by a few things. One, there is no
09:48:30 5 reference to any of these things in any of the
6 operative pleadings from plaintiff.

7 The second thing is, in your Honor's order
8 that you signed granting partial summary judgment, it
9 reflects a ruling by Judge Leavitt that found that this
09:48:43 10 was a limited purpose association.

11 And your Honor may have reviewed everything.
12 And I don't discount that one bit. But the provision,
13 your Honor, looks simply at the plaintiffs' state of
14 mind as to what they were trying to do. What were they
09:48:59 15 trying to do? Were they seeking to -- and they
16 weren't. They clearly weren't. This was a quiet title
17 action, and that's it. And a slander of title action.
18 That's it.

19 THE COURT: Okay. Now, my next question is
09:49:10 20 this. In light of Judge Leavitt's ruling in this case
21 where she made the determination as a matter of law
22 that this was a limited purpose homeowners
23 association -- and I do remember. It's just really
24 coming back to me now because it's my recollection that
09:49:27 25 the limited purpose specifically focused on the

09:49:32 1 entryway. And I think it dealt specifically with
2 plants and flowers and gardening, right?

3 MR. HASKIN: Yes.

4 THE COURT: It's coming back to me. It is.
09:49:40 5 But here's my point. In light of her ruling that this
6 was a limited purpose association, how could a lien or
7 abstract be filed on the homeowners that were part of
8 this limited association? Because this wasn't -- and
9 we can all agree now. The law is pretty clear because
09:50:04 10 Nevada Supreme Court has basically come down in this
11 matter a couple of times, right, that this was a
12 limited purpose association.

13 And when I reviewed the law, and I understand
14 maybe I was looking at it from an issue preclusion
09:50:19 15 claim preclusion standpoint. But nonetheless, if that
16 determination is made, my next question is this: How
17 could there be reasonable grounds for bringing a
18 lawsuit -- I'm sorry, for filing abstracts on the
19 individual homeowners' property? How would that be
09:50:41 20 reasonable in light of the statutory scheme?

21 MR. HASKIN: Well, your Honor, let me refresh
22 your recollection a little bit more with respect to the
23 Leavitt ruling, your Honor.

24 Leavitt granted attorney's fees pursuant to
09:50:52 25 three things. One, the original CC&Rs. But more

09:50:55 1 importantly, she granted it pursuant to Chapter 116.
2 And she granted it pursuant to the amended CC&Rs. And
3 in her ruling, your Honor, she found a few things. But
4 what she, ultimately, found was that for a period
09:51:07 5 between, I forget, 1997 -- or I'm sorry 2007 and about
6 2013, for this almost seven-year period of time this
7 association acted as a full-blown unit association
8 pursuant to all the provisions of Chapter 116.

9 And in her ruling she made an equitable
09:51:27 10 decision, your Honor. She made an equitable decision
11 that here you had an homeowners association saying we
12 are a full-blown homeowners association.

13 My clients brought suit to make sure this was
14 a limited purpose association. Ultimately prevailed.
09:51:40 15 Judge Leavitt ruled that because you acted as a
16 full-blown homeowners association during this entire
17 time, that the plaintiffs in that case, the Lyttles,
18 should be afforded equitable relief of the attorney
19 fees provision that the association would have been
09:51:58 20 entitled to had it prevailed in the same case.

21 It said, Look, had the association prevailed
22 in this case, it would have been entitled to attorney's
23 fees pursuant to the amended CC&Rs in Chapter 116.

24 The Lyttles should be afforded that same
09:52:13 25 relief. And, your Honor, when we brought -- when we

09:52:16 1 recorded the abstracts and maintained our defenses in
2 this case, it was under that same equitable reasoning
3 that Judge Leavitt applied in the underlying case.
4 That here you had a Court that awarded my clients
09:52:27 5 attorney's fees pursuant to the amended CC&Rs in
6 Chapter 116, but now we're not going to entitle them to
7 enforce or collect the attorney's fees pursuant to the
8 same provisions that we awarded the attorney's fees.
9 That was the question in this case. And, your Honor, I
09:52:42 10 recognize --

11 THE COURT: Here's my question, though. And
12 I'm going to take another step. Because at the end of
13 the day it wasn't equitable -- it wasn't an equitable
14 decision I made regarding --

09:52:52 15 MR. HASKIN: It was not, your Honor.

16 THE COURT: You know, and so -- and the reason
17 why I say that is this because I thought. I was
18 listening to you. And I don't -- the only way --
19 because understand this, and I think the law is really
09:53:03 20 clear when it comes to the formation of covenants,
21 conditions, and restrictions as they run with land.
22 And we all know how that has to be done vis-à-vis the
23 declarant and so on. So I don't have to go into that
24 history. We know that.

09:53:22 25 But here's my next question because without

09:53:27 1 the agreement of all of the homeowners, which could be
2 an exception, they all could say, Look -- everyone that
3 owned the property said, Look, we want to be an
4 association. We all sign off. We agree to have those
09:53:37 5 covenants that run with the land. And understand,
6 number one, that didn't happen. But just as important
7 too, and I thought this was a very, very important
8 point I considered, was the fact that the plaintiffs,
9 Mr. Foley's clients, specifically opted out of the
09:53:53 10 litigation. That's my recollection.

11 And is that correct, Mr. Foley? Didn't they
12 opt out? Didn't they opt out or didn't want to
13 participate in the litigation?

14 MR. FOLEY: They did not support the other
09:54:08 15 homeowners when they were asked to do so on behalf of
16 the association.

17 THE COURT: Right.

18 MR. FOLEY: That's correct. There really
19 wasn't an opting in or out of the litigation per se.

09:54:17 20 THE COURT: And I realize this isn't Rule
21 23(a) and (b). I get that. Opt in, opt out.

22 MR. FOLEY: Right.

23 THE COURT: This isn't a class action. But I
24 thought some of the testimony was essentially this.

09:54:26 25 They didn't want to participate in the --

09:54:28 1 MR. FOLEY: They did not support it. That's
2 correct.

3 MR. HASKIN: Your Honor, that's incorrect.
4 What happened was -- that's absolutely incorrect. What
09:54:33 5 happened, your Honor, was they passed around the
6 amended CC&Rs to all the homeowners after a meeting
7 they had and asked everybody to sign them.

8 Ms. Boulden and Ms. Lamothe elected not to
9 sign. However, during the underlying litigation and
09:54:46 10 during depositions of both Ms. Lamothe and Ms. Boulden,
11 they both ratified the CC&Rs and said during their
12 depositions they fully supported them. They had
13 initial reservation. That's why they, ultimately,
14 didn't sign in the first place, but later on they did
09:55:00 15 sign on to the CC&Rs.

16 With respect to the litigation, your Honor,
17 the litigation was never against the individual
18 homeowners. And they were never asked to opt in or opt
19 out. However, Ms. Boulden and Ms. Lamothe both
09:55:14 20 voluntarily gave money to the fund to the association
21 to prosecute claims against the Lyttles.

22 So they were willing participants in this
23 association. They took place in it. They ratified the
24 actions of the association as a full-blown homeowners
09:55:29 25 association. Had Ms. Lamothe and Ms. Boulden refused

09:55:33 1 to sign on, the amended CC&Rs never would have
2 happened. They wouldn't have had enough votes.

3 THE COURT: But they didn't sign on; right?

4 MR. HASKIN: No. They ultimately did. They
09:55:42 5 ratified it.

6 MR. FOLEY: I don't believe that's the case.

7 MR. HASKIN: That's absolutely the case.

8 THE COURT: I'm talking about Ms. -- the
9 plaintiff in this case signed off on the CC&Rs?

09:55:50 10 MR. HASKIN: Your Honor, during deposition
11 they said We came around to support the CC&Rs.

12 THE COURT: But that's a different issue. I
13 mean.

14 MR. HASKIN: No. It really isn't, your Honor.

09:55:58 15 THE COURT: Well, it is. Well, I mean, I
16 don't think that's an issue for me to decide today.

17 MR. HASKIN: No, it's not.

18 THE COURT: But unless they signed the CC&Rs,
19 every homeowner, it would not convert to a Chapter 116
09:56:10 20 full-blown homeowners association. And I feel -- just
21 like I felt comfortable in my prior decision in this
22 matter, I feel fairly comfortable that that's what the
23 law would provide. They would have to sign off on it.
24 It would have to be recorded, et cetera, et cetera.

09:56:23 25 But let's move on from that. Tell me -- so

09:56:26 1 you're saying -- you're saying, Look, Judge, at the end
2 of the day, this case wasn't about the original CC&Rs;
3 right? And you're saying, number two, Judge, the acts
4 in filing the abstracts resulting in the, I guess,
09:56:43 5 phase three of the litigation was not unreasonable.

6 MR. HASKIN: Okay. So phase three, this being
7 phase three, your Honor? I'm sorry.

8 THE COURT: Yes.

9 MR. HASKIN: Yeah. I don't think it was
09:56:56 10 unreasonable. And I think, your Honor, when you look
11 at the Frederic and Barbara Rosenberg Trust case that
12 was recently handed down by the Supreme Court with
13 respect to this very issue, I think you can draw
14 parallels.

09:57:07 15 In that case the plaintiff was denied summary
16 judgment. Ultimately, lost the case fairly early on.
17 Similar to this case. And in that case the district --
18 the Supreme Court actually held that it -- the
19 plaintiffs in that case didn't have a, you know, very
09:57:21 20 good basis for maintaining the action, but the Court --
21 Supreme Court recognized the fact that what they were
22 trying to do was they were trying to look into Nevada
23 law and possibly expand Nevada law with respect to the
24 legal issues that were involved in that case. And so
09:57:37 25 it would recognize that. I think there are parallels

09:57:39 1 to that, your Honor, in this case.

2 Your Honor, I'm around Chapter 116 all the
3 time because our firm does a lot of homeowners
4 association law. It is a very -- with all due respect
09:57:49 5 to the legislature, it's a very poorly drafted statute.
6 And there are holes in that statute all over the place.

7 For instance, we brought another action in
8 NRED, referred to in this case as NRED Three, where we
9 asked the Court to enforce an election because the
09:58:04 10 homeowners association had not maintained an election,
11 I think, in over five or six years. In that case
12 Chapter 116 requires a limited purpose association have
13 a board, but it doesn't have any provisions with
14 respect to the election of that board.

09:58:18 15 So you have to have one, but you can't
16 theoretically elect one. So we brought an action
17 under -- we brought an action before the district
18 court. And the district court, ultimately, looked to
19 other statutes and found that an election had to be had
09:58:33 20 and ordered an election to take place. It did so
21 outside of Chapter 116. In essence, it fashioned a
22 statutory remedy after -- out of several different
23 statutes recognizing the hole in Chapter 116.

24 There's other holes. For instance, you have
09:58:47 25 to have a reserve budget, but you can't legally assess

09:58:51 1 anybody fees as a limited purpose association because
2 there's no assessment provision. But somehow you're
3 supposed to get money for reserves. There are holes
4 all over the place in the statute. And really what
09:59:00 5 our -- what our defense in this action was based on was
6 that.

7 And number two was the fact that Judge Leavitt
8 in her prior ruling, and also Judge Bare in his prior
9 ruling, recognized that the homeowners association had
09:59:15 10 acted as a full-blown homeowners association for about
11 six years, over six years, and had awarded the Lyttles
12 fees pursuant to the amended CC&Rs and Chapter 116,
13 which theoretically were not applicable because they
14 are now a limited purpose association. And the Lyttles
09:59:33 15 were merely trying to seek out the remedies afforded
16 under those same -- that same statute and the same
17 amended CC&Rs and enforcing the judgment it had been
18 granted. That, ultimately, was the defense. I don't
19 think that's unreasonable. It's certainly not brought
09:59:48 20 to harass or annoy.

21 THE COURT: Well, you notice I didn't discuss
22 that.

23 MR. HASKIN: Excuse me?

24 THE COURT: I didn't discuss that.

09:59:54 25 MR. HASKIN: I understand, your Honor.

09:59:55 1 THE COURT: I didn't discuss that.

2 MR. HASKIN: Yeah. I think your Honor's focus
3 is on reasonableness. And I think there were
4 reasonable grounds to do that. And that's -- that's
10:00:05 5 really -- was the focus of the case.

6 And, your Honor, I think in the initial
7 hearing, if I could take your Honor back to the first
8 hearing we ever had in this action was for a
9 preliminary injunction brought by Boulden and Lamothe.
10:00:19 10 And at that hearing, that hearing was briefed. They
11 submitted briefs. We submitted briefs. We came before
12 your Honor.

13 And your Honor recognized that this was a
14 complex issue. So much so that the preliminary
10:00:30 15 injunction motion was withdrawn by plaintiffs' counsel,
16 and a summary judgment was put on -- put into calendar
17 some -- later because your Honor wanted additional and
18 further and more substantial briefing on the matter.

19 Your Honor took a look at the briefing on the
10:00:44 20 preliminary injunction and said, you know what, this is
21 an interesting issue. Reading the briefs I have before
22 me I don't know which way to go. I want more briefing
23 on the subject.

24 And, your Honor, we sat here and I think had
10:00:55 25 oral argument for over an hour and a half on the issue.

10:00:58 1 I don't think if the position were so unreasonable, if
2 the Lytle Trust was so out of their gourde, I don't
3 think, your Honor, would have made such a comment that
4 this was an interesting issue and it required
10:01:12 5 substantial briefing. And that's exactly what we did.

6 THE COURT: Well, there's a lot of reasons I
7 do that. And the reason for it is, first and foremost,
8 I realize the importance of having a significant record
9 in making a decision. Because at the end of the day
10:01:28 10 what guides me is this: I want to be on the right
11 side. That's really what it comes down to. So I make
12 sure that we have a significant record.

13 So what do I do with this? And this is out of
14 the decision by the Nevada Supreme Court. And this on
10:01:45 15 page 2 of the order of affirmance that came down dated
16 December 4, 2018. And this is what our Nevada Supreme
17 Court said. And this is, I think, five lines down on
18 page 2. It said:

19 The district court granted summary judgment
10:01:59 20 in favor of the Lyttles finding that: The
21 original CC&Rs did not form a homeowners
22 association under Chapter 116, but a limited
23 purpose association.

24 And so understand this, I can't look back
10:02:23 25 because this case was on appeal. The decision didn't

10:02:28 1 come down in 2008. But it seems to me the Nevada
2 Supreme Court recognized that when I made my decision
3 in this case that the first thing I did was this: I
4 made a determination. And they say it right here.

10:02:41 5 Finding that the original CC&Rs did not
6 form a limited purpose association under
7 Chapter 116.

8 So I would think just based upon that language
9 alone, paragraph 25 of the CC&Rs as it relates to
10 attorney's fees would control ultimately my decision.

11 Now, if you disagree with that, that's okay.
12 But I always like to put my analysis on -- what I'm
13 thinking about on the record because it always serves
14 me very well, I think.

10:03:17 15 So what do I do with that?

16 MR. HASKIN: I think, your Honor -- I think
17 you go back to the fact -- your Honor, you and I just
18 may butt heads on this, but again --

19 THE COURT: It's not the first time.

10:03:25 20 MR. HASKIN: No.

21 THE COURT: That's okay.

22 MR. HASKIN: There will be more.

23 Paragraph 25, your Honor, looks at the
24 standpoint from the claimant. What were they seeking
10:03:32 25 to do? Were they seeking to enforce? And I really

10:03:35 1 think, your Honor, it comes down to this. And I
2 understand the analysis by Leavitt and our defenses.
3 But what your Honor is really talking about are
4 defenses in this case.

10:03:45 5 That's what -- that's what your analysis
6 focused on. Your Honor, when they came to you, they
7 said they have no right to record an abstract of
8 judgment on this property. We're seeking to quiet
9 title. We're seeking declaratory relief.

10:03:58 10 THE COURT: Why did they have no right?

11 MR. HASKIN: But, your Honor, here's the
12 point.

13 THE COURT: Why?

14 MR. HASKIN: The paragraph 25 looks at their
10:04:06 15 subjective intent. It doesn't look at mine.

16 THE COURT: I don't --

17 MR. HASKIN: It's an action to --

18 THE COURT: I don't -- but here's the thing.

19 I don't think paragraph 25 looks at any intent.

10:04:18 20 Because this is what it says. It says:

21 In any legal or equitable proceeding for
22 the enforcement of or to restrain violation of
23 the declarations of covenants, conditions, and
24 restrictions or any provision thereof.

10:04:38 25 And this is what I quoted when Mr. Foley was

10:04:41 1 up here.

2 The losing party or parties shall pay in
3 such an amount as they may -- as may be fixed
4 by the Court in such proceeding.

10:04:53 5 And so it says if you lose, the Court is going
6 to pay attorney's fees.

7 MR. HASKIN: Your Honor, two things. One, I
8 hadn't got to the losing provision. But I haven't
9 forgot it. I got my notes.

10:05:02 10 THE COURT: You got to come back to that.

11 MR. HASKIN: But we'll come back to that. But
12 let me start with the first part. Okay. In an
13 action ... Who's action is this? Theirs. They
14 brought it. They sought it.

10:05:10 15 THE COURT: But it doesn't say that, though.

16 MR. HASKIN: It's in any --

17 THE COURT: It says in any -- in any legal or
18 equitable proceeding.

19 MR. HASKIN: Correct.

10:05:17 20 THE COURT: That's what it says.

21 MR. HASKIN: Seeking to enforce. Were they
22 seeking to enforce the original CC&Rs or amended CC&Rs?

23 THE COURT: Well, actually --

24 MR. HASKIN: No.

10:05:25 25 THE COURT: No, no, no, no. It says more than

10:05:26 1 that. It says to enforce or restrain. Right?

2 MR. HASKIN: Correct.

3 THE COURT: And so that -- to me that covers
4 everything as far as -- you could enforce the CC&Rs or
10:05:38 5 you can restrain somebody under the CC&Rs. What they
6 were doing here was essentially this, they were
7 restraining your client from filing the abstract
8 because they had no right pursuant to the CC&Rs to do
9 such a thing. Because this was a limited purpose

10:05:54 10 homeowners association, it wasn't a full-blown
11 homeowners association, there was no right to do it.

12 MR. HASKIN: Your Honor, we were seeking to
13 enforce a judgment. That's what they were seeking to
14 stop -- that's what they were seeking to restrain.

10:06:06 15 Your Honor, and to play a dangerous game of
16 hypotheticals, or ask an opposing question to the
17 judge. How would you reconciled that with the McKnight
18 case which provided that in a quiet title action it has
19 nothing to do with the enforcement of the CC&Rs?

10:06:21 20 That's what the -- this really comes down to that.

21 They filed declaratory relief and quiet title.
22 Had I brought -- had I brought a motion to dismiss
23 based on Chapter 38, that would have been denied
24 because your Honor would have correctly found that
10:06:36 25 under McKnight it has nothing to do with the CC&Rs.

10:06:39 1 They have a right to quiet title -- quiet titles of
2 their property. That has nothing to do with the CC&Rs.

3 THE COURT: But once again, is a quiet title
4 action -- does it come under any legal or equitable
10:07:01 5 proceeding for the enforcement of or to restrain
6 violation of the CC&Rs. And that's really what it -- I
7 mean, that's a fairly broad provision. That's why I
8 brought it up, first and foremost, to Mr. Foley without
9 even going to the Chapter 118, which has a different
10:07:20 10 condition. I get that.

11 Because remember Chapter 118 does two things.
12 It says by contract. Here we have a contract that runs
13 with the land. Or you can look at other factors. And
14 so it seems to me we have a very broad attorneys fee
10:07:37 15 provision here. I mean, it really is. And it runs
16 with the land. And it controls, I think, the award of
17 attorney's fees and costs in this case.

18 And I'm trying to figure out why what's in
19 front of me today would not fit under paragraph 28 of
10:07:57 20 the original CC&Rs or declarations of covenants,
21 conditions, and restrictions that were filed at the
22 time of declaration back in -- back on the 4th of
23 January, 1994. That's what I'm trying to figure out.

24 MR. HASKIN: Your Honor, your Honor. I think
10:08:16 25 your Honor has already figured it out. I think it's

10:08:18 1 just a point of disagreement at this point.

2 THE COURT: I understand.

3 MR. HASKIN: Yeah.

4 THE COURT: But that's okay.

10:08:23 5 MR. HASKIN: Yeah, I. -- your Honor, our
6 position remains unchanged. Their action doesn't even
7 mention the original CC&Rs. Never does. It never --
8 it -- declaratory relief action has nothing to do with
9 the CC&Rs. The quiet title, nothing.

10:08:37 10 They merely say this is a limited purpose
11 association, and that's it. And they have no right to
12 enforce an abstract of judgment against our property.

13 Your Honor, with respect to the second part of
14 it, the losing party, I think there is an important
10:08:52 15 aspect of that. I think that this action, ultimately,
16 the parties stipulated to dismiss. If your Honor
17 recalls --

18 THE COURT: No. I understand that's a
19 different issue.

10:09:01 20 MR. HASKIN: And I'm traversing to the next
21 issue.

22 THE COURT: Yeah.

23 MR. HASKIN: Because I think we've beaten the
24 one previously to death. I think with respect to the
10:09:09 25 losing party, your Honor, they brought an action for

10:09:11 1 two things. Well, three things. Declaratory relief
2 and quiet title, which really can be combined together.
3 The third one was slander of title.

4 Your Honor recalls he -- you initially granted
10:09:22 5 summary judgment, and I think in what was a scrivener's
6 error, granted summary judgment as to all causes of
7 action. We brought a motion to reconsider. Your Honor
8 granted our motion to reconsider and made summary
9 judgment a partial summary judgment only as to the
10:09:40 10 quiet title cause of action leaving the slander of
11 title open in this matter.

12 The slander of title, we feel, the Lytle Trust
13 feels would have been defeated at trial. But once the
14 Supreme Court decision came down, your Honor, affirming
10:09:54 15 your prior decision on partial summary judgment with
16 respect to the quiet title action, your Honor, we were
17 left in a posture to try a slander of title claim which
18 I think we would have prevailed on. However, it would
19 have been, quite frankly, a waste of judicial
10:10:14 20 resources. And they were willing to dismiss the claim
21 in exchange for us dismissing our counterclaim which
22 really had been effectively dealt with once the Supreme
23 Court handed down its decision.

24 We, ultimately -- all the parties stipulated
10:10:28 25 to dismiss the case, and on pretty much the eve of

10:10:33 1 trial. I think it was about a month before trial,
2 which I think was, ultimately, the right decision.

3 However, does that leave us a losing party in
4 this action? And, hypothetically speaking, had we
10:10:44 5 pursued this matter to trial and had we prevailed on a
6 slander of title cause of action, which I think, quite
7 frankly, we would have because there was never a
8 development of any facts through discovery as to
9 slander of title, I think, quite frankly, the
10:10:57 10 plaintiffs would have to admit they really, in theory,
11 abandoned that claim long before, we would have
12 prevailed on the slander of title cause of action.

13 Then, your Honor, would have been posed with a
14 question they won on their quiet title but lost on
10:11:11 15 their slander of title, how do I address this matter.
16 Does that make us, your Honor, the Lytle Trust, a
17 losing party in this case because we stipulated to
18 dismiss the case at the point in which we did? I don't
19 think your Honor can determine we were losing party in
10:11:25 20 this action any more than your Honor can determine they
21 were a prevailing party under law in this action. I
22 don't think they are. I think the Court's
23 recognized --

24 THE COURT: But why can't I? And the reason
10:11:36 25 for it is this is a fairly simple concept. Say,

10:11:40 1 hypothetically, I have a tort-based case that goes to
2 trial. Plaintiff prevails on the negligence claim but
3 not on the intentional tort claim. At the end of the
4 day wouldn't the plaintiff -- and they're awarded a
10:11:49 5 half a million dollars. Yeah, they don't get punitive
6 damages in the intentional torts. Wouldn't they be the
7 prevailing party for the purposes of litigation?

8 Because you don't have to prevail on all
9 claims, right? We can all agree. But if you prevail
10:12:04 10 on a significant claim that -- and I think the quiet
11 title is probably one of the most significant claims in
12 this case, why wouldn't I consider that in ultimately
13 making my decision?

14 Because it's not uncommon in jury trials where
10:12:20 15 plaintiffs prevail on one, two, or three claims for
16 relief, and they don't prevail on them all. It happens
17 all the time.

18 MR. HASKIN: There's a distinction to be made,
19 your Honor. And in those claims and specifically the
10:12:30 20 one you just mentioned that you're looking at now,
21 there are other grounds for monetary awards. In other
22 words, you can prevail on negligence and not prevail on
23 your punitive damages award and still be awarded
24 monetary -- in fact, significant monetary damages. In
10:12:47 25 this case, there were no monetary damages afforded to

10:12:51 1 plaintiffs at all with respect to the quiet title or
2 declaratory relief cause of action. Whereas, the
3 slander of title carried both monetary damages and
4 punitive damages.

10:12:58 5 THE COURT: But, I mean, ultimately, didn't
6 the quiet title action result in the expungement of a
7 significant abstract lien on the property. Because
8 what was the amount of that lien?

9 MR. HASKIN: Your Honor, I forget the exact
10 amount. I think it was a few hundred thousand dollars.

11 THE COURT: That's a lot of money.

12 MR. HASKIN: There's no question.

13 THE COURT: Right?

14 MR. HASKIN: That is a lot of money. And I
10:13:24 15 understand your Honor's point that it resulted in the
16 release of an abstract of judgment. But, again, an
17 abstract of judgment is not money, your Honor. It's a
18 claim or a lien on property.

19 And, your Honor, with respect to, again, a --

10:13:38 20 THE COURT: That would be a significant
21 benefit, though, we can all agree, right, to have the
22 abstract of judgment released. That would be a
23 tremendous benefit, I would think, to a homeowner.

24 MR. HASKIN: I would agree, your Honor.

10:13:53 25 Your Honor, with respect to some of the other

10:13:57 1 issues involved here, I think, your Honor, counsel
2 brought you the lis pendens matter. We did admittedly
3 record a lis pendens. Lis pendens is different from an
4 abstract of judgment. It's not a lien on property.

10:14:10 5 It's not an effective abstract of judgment. It's not
6 even a claim on title. It's notice of pendency of an
7 action, your Honor.

8 And that resulted because under NRS 116, I
9 think it's 3109, there's a requirement that a homeowner
10:14:26 10 advise a potential buyer of property of any lawsuit
11 involving either the association or the property.
12 Plaintiff's counsel, we asked -- we reached out to him
13 and asked him for some assurances that he would inform
14 potential buyers of a lawsuit. He declined that
10:14:44 15 request, so we recorded a lis pendens.

16 The lis pendens was, ultimately, released
17 pursuant to your Honor's ruling. However, they asked
18 for attorney's fees in that motion for lis pendens.
19 Your Honor denied them, and didn't believe that the lis
10:14:58 20 pendens were recorded in bad faith. I think, frankly,
21 the lis pendens may have prevented the ultimate sale on
22 the property to the Dismans.

23 The Dismans came into this action as a result
24 of them being subsequent purchasers of the property.
10:15:12 25 And had a lis pendens been recorded, I think they may

10:15:18 1 not have purchased the property, but they wouldn't have
2 filed a counterclaim against Boulden for not informing
3 them of the lawsuit in the first place.

4 And that was, of course, our purpose in
10:15:27 5 recording the lis pendens was to inform subsequent
6 purchasers of the property that there was an action
7 involving that property.

8 And with respect to any other issues, your
9 Honor, I'll take questions, but rely on the briefing.

10:15:40 10 I would -- one more thing, your Honor, with
11 respect to the fees, we actually did not dispute
12 duplicative fees. That wasn't a ground for anything.
13 We parsed out fees for the appeal. We don't believe
14 those can be included. They total \$11,240 for the
10:16:00 15 appeal.

16 They, Boulden and Lamothe, brought an initial
17 motion for attorney's fees, if your Honor may recall
18 which was, I think, withdrawn because it was about to
19 be denied. That was \$6,080.

10:16:15 20 We also had to bring the motion to reconsider
21 due to the fact that there was this error in the award,
22 or the order granting summary judgment that plaintiffs
23 drafted that we objected to. And that motion to
24 reconsider their opposition totaled \$4,480. Those were
10:16:33 25 our points with respect to the attorney's fees, your

10:16:35 1 Honor. We had -- we were able to decipher his split
2 fees between the parties.

3 THE COURT: Okay, sir. Thank you.

4 Mr. Foley.

10:16:49 5 MR. FOLEY: Your Honor, just a couple quick
6 points. This argument that the amended complaint or
7 the complaint that we filed didn't have anything to do
8 with the CC&Rs is just false.

9 If you look at our amended complaint that was
10:17:14 10 filed on March 10th, 2017, in allegations No. 6 through
11 11, it recites that there was the original CC&Rs that
12 controlled this property that was recorded in 1994;

13 That pursuant to those CC&Rs this was a
14 limited purpose association under 116.1201;

10:17:40 15 That it had been judicially declared already
16 by Judge Leavitt to be a limited purpose association;

17 And that under 116.1201 subsection .3117,
18 whereby a judgment can be recorded against the
19 individual lots does not apply.

10:18:03 20 That's the entire basis of the complaint. All
21 of those allegations are repeated before each cause of
22 action, and it's the basis for the slander of title
23 cause of action, the injunction, the quiet title and
24 the declaratory relief cause of action.

10:18:20 25 So even though it's not asking for declaratory

10:18:24 1 relief regarding a particular provision of the CC&Rs,
2 the declaratory relief that we're asking for is based
3 entirely on the CC&Rs that prevents them from recording
4 these abstracts of judgment.

10:18:43 5 Similarly, I mentioned this briefly in my
6 opening, it was the Lyttles who in their countermotion
7 for summary judgment that they filed, that argued that
8 pursuant to the original CC&Rs, a lien or judgment
9 against the association established under the original
10:19:06 10 CC&Rs attaches to each lot. So their defense was based
11 on the original CC&Rs. Our cause of action was based
12 on the original CC&Rs.

13 As far as this dismissal or the preliminary
14 injunction that we filed, your Honor, what had happened
10:19:29 15 in that hearing, I started out the hearing. I remember
16 telling the Court I talked to the title officer before
17 the hearing and said if I get a preliminary injunction
18 striking these abstracts of judgment will that suffice?
19 Will you give a title policy? They said no. It's
10:19:49 20 interim relief.

21 So I told the Court there's no really sense in
22 going forward with this. Let me reconstruct this
23 motion for preliminary injunction and put it in the
24 form of a motion for summary judgment so we can get on
10:20:02 25 our way to a final relief that will do some good with

10:20:06 1 the title company. That was the reason that that was
2 modified.

3 As far as dismissing the slander of title
4 action, as we said, there was only Mrs. -- the Bouldens
10:20:19 5 that had the slander of title cause. They -- once
6 summary judgment was granted, they were able to sell
7 the property to the Dismans.

8 I think there was about a \$10,000 difference
9 between the sales price that they originally had with
10:20:33 10 the prior buyers that went away, so we were facing the
11 prospect of going to trial for \$10,000. It was on that
12 basis that we simply dismissed that cause of action
13 once the Supreme Court had ruled.

14 There's, you know, there's never any
10:20:49 15 evaluation or even discussion between counsel and I as
16 to the merits of that case. No discovery was done on
17 that because we didn't do discovery while the case was
18 up on appeal. So this idea that somehow they became a
19 prevailing party because we dismissed the slander of
10:21:04 20 title cause of action that is at best disingenuous,
21 your Honor.

22 That's all I have.

23 THE COURT: Okay. And we have one other
24 matter; is that right?

10:21:13 25 MS. WANG: Yes. That's correct, your Honor.

10:21:14 1 THE COURT: Okay.

2 MS. WANG: I'll keep this brief because both
3 counsel have addressed extensively the issue raised in
4 my motion for attorney's fees on behalf of the Dismans.
10:21:33 5 We also seek attorney's fees on the basis of the
6 original CC&Rs as well as NRS 18.010 subsection 2. So
7 the remarks I want to make are that there was
8 absolutely no reason that the Lyttles should have
9 recorded the abstracts of judgment in the first place
10:21:56 10 based upon Judge Leavitt's decision in 2013.

11 That prompted a course of action by the
12 plaintiffs in this case which, ultimately, resulted in
13 this Court granting summary judgment in favor of
14 plaintiffs stating that based upon Judge Leavitt's
10:22:20 15 decision, the Lyttles wrongfully encumbered the
16 property, what is now my client's property, without
17 abstracts of judgment. But the Lyttles didn't stop
18 there.

19 The Court granted summary judgment in April of
10:22:37 20 2017 finding that based upon not only Judge Leavitt's
21 decision but the Court's analysis of the CC&Rs, that
22 this was a limited purpose association. That the
23 recording of the abstracts were wrongful, and the Court
24 order that the abstracts be expunged from the record.

10:23:00 25 Thereafter, the Lyttles appealed the Court's

10:23:03 1 decision in May of 2017.

2 In August of 2017, the property sold to my
3 clients, the Dismans.

4 After that, on August 17, 2017, the Lytles
10:23:16 5 brought my clients into the litigation through the
6 filing of a counterclaim which was -- actually should
7 have been asserted as a third-party complaint because
8 my clients had been previously uninvolved in the
9 litigation.

10:23:29 10 This time, not only did they assert in their
11 counterclaim that they -- they -- that the Court
12 declared that they had a right to record the abstracts
13 of judgment in the Rosemere 1 litigation against my
14 client's property, but that they also had a right to
10:23:48 15 record additional abstracts of judgment with respect to
16 a judgment they obtained on what we call the Rosemere 2
17 litigation.

18 Nothing had changed. The Court had already
19 rendered a decision that the Lytles could not do what
10:24:05 20 they were purporting to do, that they could not rely
21 upon the provision of NRS Chapter 116 that they sought
22 to rely on in recording the abstracts of judgment.

23 Nevertheless, they continued with their course
24 of action, their wrongful course of action not only
10:24:27 25 against the plaintiffs in this case, but drug my

10:24:29 1 clients in. At that time there was no need to expand
2 the scope of the litigation. If they disagree with the
3 Court's decision, they -- you know, they had already
4 appealed it to the Nevada Supreme Court. The correct
10:24:47 5 course of conduct at that point was to await a
6 determination by the Nevada Supreme Court and further
7 direction.

8 But to go against what the Court had already
9 decided, and then expand the scope of the litigation
10:25:00 10 unnecessarily by bringing my clients in on an issue
11 that had already been adjudicated was absolutely
12 unreasonable.

13 And in this case, they argue that we were not
14 the prevailing parties because Judge Bayliss, when he
10:25:17 15 took up the issue of my motion for summary judgment,
16 you know, this was a quirky procedural -- the order
17 that resulted from Judge Bayliss's decision was
18 interesting in that it granted the relief that we
19 sought in the motion for summary judgment, but denied
10:25:38 20 the motion as being moot saying that the Court had
21 already decided in our favor.

22 So the Nevada Supreme Court has stated that --
23 has qualified a prevailing party as a party that
24 succeeds on any significant issue in litigation which
10:25:59 25 achieves some of the benefit is sought to -- and bring

10:26:03 1 a lawsuit. And they also say prevailing party, the
2 term is a broad one encompassing plaintiffs,
3 counter-claimants, defendants, et cetera.

4 So we absolutely had to file a motion for
10:26:14 5 summary judgment in order to defend my client's
6 position in the case. And the Court did determine that
7 they were not entitled to be doing what they were
8 seeking to do in their counterclaim, but did it in the
9 way that stated that the issue had already been mooted
10:26:31 10 because your Honor had already decided in April of 2015
11 on the issue that this was a limited purpose
12 association. And that they were not permitted to
13 record those abstracts of judgment.

14 So the Court piggybacked off of this Court's
10:26:48 15 decision as the case -- as the law of the case saying
16 that the decision had already -- well, I respectfully,
17 your Honor, disagree that the way that Judge Bayliss
18 approached his decision because the counterclaim was
19 brought after your Honor's decision. If your Honor's
10:27:09 20 decision had -- I mean, at that time, I believe that
21 Judge Bayliss was a little confused as to the timing of
22 everything. But that being said, nevertheless, he
23 determined that your Honor's prior decision controlled
24 the subsequent counterclaim, which begs the question of
10:27:28 25 why did they even bring the counterclaim?

10:27:31 1 Judge Bayliss's decision was specific in that regard,
2 was that your Honor had already rendered a decision
3 which mooted their claims against my clients.

4 Again, I want to emphasize the point what was
10:27:48 5 the reason for bringing the action against my clients?
6 I say, at best, they did so without reasonable grounds.
7 At worse, they did so to harass. I know that those are
8 two separate grounds that the Court can use to analyze
9 a proper award of attorney's fees. But in this case,
10:28:06 10 your Honor, I believe, that not only did they not have
11 reasonable grounds for what they did, but the timing of
12 what they did was -- appeared punitive in nature.

13 As far as whether or not the original CC&Rs
14 control, if -- on -- whether the Court can award
10:28:34 15 attorney's fees I submit that the -- this action was
16 absolutely about either the enforcement of or an effort
17 to restrain the violation of the original CC&Rs.

18 The Lyttles commenced this -- the initial
19 action called Rosemere 1 in 2007 to enforce the terms
10:29:00 20 of the original CC&Rs. They obtained a decision from
21 Judge Leavitt enforcing the original terms of the CC&Rs
22 and finding that this was a limited purpose
23 association.

24 Thereafter, they decided to glob on to
10:29:19 25 provisions of NRS 116 that they felt beneficial to

10:29:24 1 their current position. And they, in effect, went
2 against Judge Leavitt's initial determination prompting
3 plaintiffs in this case to seek their -- to restrain
4 them from violating the original CC&Rs and
10:29:42 5 Judge Leavitt's decision with respect to her findings.

6 So, yes, that forced this Court to again
7 revisit the issue of the nature of this association as
8 provided by the original CC&Rs. So, yes, the original
9 CC&Rs controlled the entirety of this litigation as
10:30:06 10 well as all of the previous litigations that have been
11 brought in up to this point.

12 So, with that, I would submit this on my
13 briefs, your Honor. Thank you.

14 THE COURT: Thank you, ma'am.

10:30:17 15 Sir.

16 MR. HASKIN: Your Honor, I'll choose to
17 incorporate my arguments prior to this one and just
18 address some of the points brought by Ms. Wang.

19 Your Honor, with respect to adding the Dismans
10:30:32 20 they -- again, taking us back. They were a necessary
21 party. So we filed the actions, and your Honor granted
22 the motion for partial summary judgment. That
23 ultimately was appealed. The house was then sold to
24 the Dismans.

10:30:45 25 The Dismans were brought into the case. And

10:30:48 1 let's play out the hypothetical, your Honor. Let's say
2 we had prevailed before the Nevada Supreme Court, and
3 the Nevada Supreme Court came back and said the
4 abstracts are, indeed, enforceable against this
10:31:02 5 property. Ms. Boulden did not own the property after
6 she sold it. The Dismans did. The Dismans needed to
7 be added.

8 And with respect to the ongoing case, your
9 Honor, we had several conversations with the Dismans
10:31:15 10 leading up to their motion for summary judgment. And
11 during those conversations, Ms. Wang called me, said,
12 Hey, I'm going to file a motion for summary judgment.
13 And we met and conferred. And in the meet and confer,
14 I said the motion is moot. I said Judge Williams had
10:31:29 15 already made a determination. Don't file the motion
16 for summary judgment. There's no point. And,
17 ultimately, Judge Bayliss correctly agreed.

18 He said, Look, this motion for summary
19 judgment is moot. Judge Williams had already made a
10:31:41 20 determination. And that was -- that was the order of
21 the Court as we expected it to be, and that was the
22 thrust of our opposition. That it didn't -- that they
23 were brought because they were subsequent owners of the
24 property.

10:31:52 25 And if you are a subsequent purchaser of a

10:31:55 1 property that is involved in litigation, whether there
2 is an abstract, or lis pendens, or anything, you're
3 going to be added to that litigation. You have to.

4 The owner -- the owner of title has to be
10:32:06 5 involved in the property or in the litigation in order
6 to be affected by the outcome of that litigation.
7 That's why they were added. They weren't added to
8 harass, or annoy, or without reasonable grounds.
9 Ultimately, we did not prevail, and the Dismans were
10:32:21 10 dismissed from the case. And it really is as simple as
11 that from our perspective.

12 The Dismans chose to file the motion for
13 summary judgment despite our urging not to. Our urging
14 was correct. That motion cost them \$11,894 in fees.
10:32:37 15 We feel those are unreasonable and should not be
16 awarded to the extent your Honor is going to award
17 fees.

18 The Dismans, like the Boulden and Lamothe
19 parties included their appeal work which was \$5,286.
10:32:52 20 That should not be included in any fee award. There is
21 also an additional \$4,000 with respect to a motion they
22 filed to continue the trial in this matter because they
23 delayed at the outset of this litigation. As is
24 explained in our brief.

10:33:07 25 Your Honor, we'll adopt the other arguments

10:33:09 1 that we made with respect to Boulden and Lamothe for
2 the rest. I'll spare the Court's time. Thank you.

3 THE COURT: Thank you, sir.

4 Anything else, ma'am?

10:33:17 5 MS. WANG: Yes, your Honor. I'm glad that
6 counsel brought up the issue of the meet and confer
7 that we had before I brought my motion for summary
8 judgment. I reached out to counsel before filing the
9 motion for summary judgment. And that was after the
10:33:40 10 Court, Judge Bayliss, had already granted summary
11 judgment in favor of the consolidated case plaintiffs.

12 And I said based upon Judge Bayliss's
13 decision, the Court is following, your Honor,
14 Department 16's original decision saying that the
10:34:03 15 recording of the abstracts of judgment were wrongful.
16 Can we agree through a stipulation that your Honor's
17 decision as well as Judge Bayliss's decision granting
18 summary judgment controls in this case so as to avoid
19 me having to bring a motion for summary judgment? That
10:34:25 20 was me reaching out to the Lyttles' counsel offering to
21 forego having to bring the motion for summary judgment
22 and the expenses and the hearing and all of the things
23 associated therewith.

24 Mr. Haskin never responded to me in my
10:34:50 25 proposal. If the Court -- if this is an issue that is

10:34:53 1 going to impact the Court's decision, Mr. Haskin's
2 representation with respect to our meet and confer, I
3 will submit, your Honor, that I would -- I would -- I
4 ask permission of leave of court to submit all the
10:35:10 5 correspondences in which I sought Mr. Haskin's approval
6 that we enter into a stipulation simply saying that
7 your Honor's decision as well as Judge Bayliss's
8 decision saying that your Honor's decision is the law
9 of the case applies with equal force and measure to my
10:35:27 10 clients as far as the counterclaim is concerned so as
11 to obviate the need for me to spend additional of my
12 client's money in having to bring a motion for summary
13 judgment. When Mr. Haskin never got back to me, that
14 is when I filed my motion for summary judgment, your
10:35:47 15 Honor.

16 So it's utterly disingenuous to say that we --
17 we didn't have any need to even file the motion. At
18 that time there was a pending counterclaim against my
19 clients, and we were on the eve of trial. So, yes, we
10:36:02 20 had -- I had to protect my clients' position by
21 bringing the motion for summary judgment even though I
22 agree wholeheartedly there was no reason for us to have
23 even had to do that.

24 There was absolutely no reason also for them
10:36:16 25 to have brought my clients into this case in the first

10:36:18 1 place. They say that they did so because my clients
2 were indispensable parties. Again, that's disingenuous
3 on the basis that by the time that they brought my
4 clients into this case, they had already appealed your
10:36:32 5 Honor's decision to the Nevada Supreme Court. They
6 brought my clients into that by doing a motion with the
7 Nevada Supreme Court to add them as necessary parties.
8 I consented to the addition.

9 We participated in the appeal. So to start a
10:36:50 10 new case with respect to another judgment that they had
11 obtained against the HOA was absolutely unnecessary.
12 And they should have abided by this Court's decision at
13 the time and waited on the Nevada Supreme Court if they
14 felt that further instruction was necessary.

10:37:09 15 But to, again, expand the scope of the
16 litigation unnecessarily and then blame us for
17 expending the necessary attorney's fees and costs to
18 defend against this brand-new litigation, I think the
19 argument, frankly, is absurd.

10:37:26 20 All of the money that was spent in defending
21 the Dismans were reasonable and necessary in the course
22 of a two-year litigation, again, that should have never
23 been brought in the first place.

24 Thank you, your Honor.

10:37:37 25 THE COURT: Okay, ma'am. And thank you.

10:37:38 1 I just have a couple of comments, and I think
2 it's important to really point this out.

3 Number one, in this case I granted summary
4 judgment, and it was reviewed by the Nevada Supreme
10:37:48 5 Court. And prior to -- I remember when this case first
6 came to me. And there's no doubt I thought it was
7 quite interesting. But I wanted to make sure that a
8 full record was developed prior to granting any summary
9 judgment motion.

10:38:01 10 Secondly, I think it's important to point out
11 that when I look at summary judgment motions, I'm very
12 cautious. I always want to make sure we have a
13 complete record. I want to take any issues regarding
14 the procedural potential problems in the case off the
10:38:15 15 record, or I want to take them out of play.

16 And so under very limited circumstances, and I
17 don't mind saying this, I do grant summary judgment
18 motions, but I only do under a circumstance where I
19 have a high degree of confidence; right? And so, yes,
10:38:33 20 this wasn't routine. This isn't something I saw every
21 day.

22 For example, I have a tort-based case in front
23 of me. There is a lot of issues that are so routine to
24 me, sometimes I feel I don't even have to review the
10:38:46 25 briefing. But in this case I had to dig a little deep.

10:38:49 1 But once I got a handle and got my arms around the law,
2 I thought it was fairly straightforward, right?

3 We had a limited purpose association, and as a
4 result, there's limited statutory rights under Nevada
10:38:59 5 law. And that, ultimately, guided my decision.

6 I think it's important to point out too that
7 the application of the CC&Rs and Chapter 116 in this
8 case are not mutually exclusive. In fact, I have to
9 conduct -- first before I make a determination as to
10:39:15 10 the application of the CC&Rs -- I mean, the application
11 of Chapter 116, I got to look at the CC&Rs. I really
12 and truly do. And any case involving Chapter 116 I am
13 mandated or required for the most part reviewing the
14 CC&Rs. And that's important to point out.

10:39:37 15 Additionally, the thrust, focus, and essence
16 of all this litigation stemmed from the original CC&Rs,
17 I mean, they did, and going back to Judge Leavitt and
18 her determination, what I did, the comments by the
19 Nevada Supreme Court, and the affirmance. And so what
10:40:02 20 I'm going to do is this. There's two things.

21 Number one, I feel fairly clear in this regard
22 that paragraph 25 of the CC&Rs control, and
23 specifically as it relate to the award of attorney's
24 fees. And I've read it in the record, but I'll just do
10:40:23 25 it one more time. It provides as follows:

10:40:26 1 In any legal or equitable proceeding for
2 the enforcement of or to restrain the
3 violations of the declaration of covenants,
4 conditions, and restrictions, or any provision
10:40:41 5 thereof, the losing party or parties shall pay
6 in such amounts as may be fixed by the Court in
7 such proceeding.

8 And this is a continuation of such presenting.

9 I'm going to rule as a matter of law that
10:40:58 10 based upon the current posture of the case and the
11 decisions by this Court, that the -- I just want to
12 make sure I get the proper parties here. That the
13 Dismans -- and let me make sure I got it -- and the
14 plaintiff Marjorie Boulden B. -- I'm sorry, Marjorie B.
10:41:47 15 Boulden, Trustee of the Marjorie B. Boulden Trust,
16 they're the prevailing -- not the prevailing party.
17 They're the winners under the statute.

18 MR. FOLEY: And the Lamothe Trust.

19 THE COURT: Yes. Absolutely. And I want to
10:42:00 20 make sure I get them all.

21 And based upon my application of the CC&Rs,
22 because the losing party --

23 -- sorry, sir, would be your clients. I just
24 want to tell you that.

10:42:13 25 And just as important, the language says shall

10:42:18 1 pay; right. Mandatory. I don't have to conduct an
2 analysis as it relates to whether the lawsuit was filed
3 to harass, and the like, or I don't have to make a
4 determination as to whether the actions were

10:42:36 5 unreasonable. I don't have to go there. So that's
6 going to be the basis for the award of attorney's fees.

7 Secondly, what I'm going to do is this: I'm
8 going to go back and just perform a routine review of
9 the amounts and just as important, any award of
10 attorney's fees will be based upon the application of
11 Nevada law as it relates to that specific issue. And
12 it will -- I will look at the reputation of the law
13 firm and all those things that I am required to do
14 under Nevada law.

10:43:17 15 What's the name of the case, again, counsel?
16 I can't think of it.

17 MR. HASKIN: Brunzell?

18 THE COURT: I'm going to apply the Brunzell
19 factors and look at the hours. And that's important to
20 place on the record.

21 Last, but not least, I haven't made a
22 determination as to -- I'm not going to say this was
23 vexatious or anything like that, sir. I don't mind
24 telling you.

10:43:37 25 I haven't made a determination as to whether

10:43:38 1 the actions were unreasonable. I'll think about it.

2 I'm not sure I'm going to go that far. Do you

3 understand, sir, what I'm saying?

4 MR. HASKIN: Yes, I do.

10:43:48 5 THE COURT: I just want to tell you that. But

6 I'm going to look at it one last time.

7 Does that cover everything?

8 MS. WANG: Yes, your Honor.

9 THE COURT CLERK: Motion to retax.

10:43:55 10 MR. FOLEY: Well, there's the costs.

11 THE COURT: What about the motion to retax?

12 What about the cost issue? The costs were \$1400.

13 MR. HASKIN: \$1100, I think.

14 THE COURT: \$1100. Any issue on that?

10:44:04 15 MR. HASKIN: Well, your Honor, the Dismans

16 didn't even file a memorandum of costs.

17 THE COURT: Okay.

18 MS. WANG: We didn't seek costs. Our motion

19 is just for attorney's fees.

10:44:10 20 THE COURT: Okay. So all I have to do -- I'll

21 give you your \$1400.

22 MS. WANG: Thank you.

23 THE COURT: Anything else?

24 MR. HASKIN: No, your Honor.

10:44:16 25 MR. FOLEY: That's it, your Honor. Thank you.

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THE COURT: Everyone, enjoy your day.

MS. WANG: Thank you, your Honor.

(Proceedings were concluded.)

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<p>MR. FOLEY: [31] 4/15 5/10 5/15 7/6 7/8 8/8 8/14 8/19 8/22 9/8 9/25 10/2 11/2 11/6 11/23 12/1 12/14 14/16 15/9 17/19 17/21 18/10 27/14 27/18 27/22 28/1 29/6 47/5 63/18 65/10 65/25</p> <p>MR. HASKIN: [56] 4/12 4/23 5/11 18/11 19/13 19/25 20/3 20/7 21/12 21/20 22/16 22/19 24/3 24/21 26/15 28/3 29/4 29/7 29/10 29/14 29/17 30/6 30/9 32/23 32/25 33/2 35/16 35/20 35/22 36/11 36/14 36/17 37/7 37/11 37/16 37/19 37/21 37/24 38/2 38/12 39/24 40/3 40/5 40/20 40/23 43/18 44/9 44/12 44/14 44/24 55/16 64/17 65/4 65/13 65/15 65/24</p> <p>MR. SMITH: [1] 4/19</p> <p>MS. WANG: [8] 4/17 49/25 50/2 58/5 65/8 65/18 65/22 66/2</p> <p>THE COURT CLERK: [1] 65/9</p> <p>THE COURT REPORTER: [1] 4/10</p> <p>THE COURT: [86]</p> <p>\$</p> <p>\$1,413 [1] 17/16 \$10,000 [2] 49/8 49/11 \$11,240 [1] 46/14 \$11,894 [1] 57/14 \$1100 [2] 65/13 65/14 \$1400 [3] 18/8 65/12 65/21 \$4,000 [1] 57/21 \$4,480 [1] 46/24 \$5,286 [1] 57/19</p>	<p>\$50,000 [1] 13/13 \$6,080 [1] 46/19 \$74,320 [1] 17/15</p> <p>.3117 [4] 9/4 12/25 15/15 47/17</p> <p>/</p> <p>/s [1] 67/19</p> <p>0</p> <p>0871 [1] 3/9</p> <p>1</p> <p>1,000 [1] 17/18 10 [1] 4/7 10th [1] 47/10 11 [1] 47/11 110 [1] 2/15 116 [26] 9/1 9/2 15/6 19/4 19/22 20/5 20/23 21/7 25/1 25/8 25/23 26/6 29/19 31/2 31/12 31/21 31/23 32/12 34/22 35/7 45/8 51/21 54/25 62/7 62/11 62/12</p> <p>116.1201 [2] 47/14 47/17</p> <p>118 [2] 39/9 39/11 16 [3] 1/3 1/21 4/1 16's [1] 58/14 17 [1] 51/4 1701 [1] 2/14 1718 [1] 3/8 18 [2] 9/16 10/19 18.010 [3] 6/18 11/4 50/6 1994 [2] 39/23 47/12 1997 [1] 25/5</p> <p>2</p> <p>2006 [1] 13/13 2007 [2] 25/5 54/19 2008 [1] 35/1 2013 [2] 25/6 50/10 2015 [1] 53/10 2016 [1] 12/23 2017 [5] 47/10 50/20 51/1 51/2 51/4 2018 [1] 34/16 2019 [2] 1/21 4/1 2020 [1] 2/18</p>	<p>2070 [1] 2/7 2128 [1] 2/8 23 [1] 27/21 25 [8] 7/5 9/22 22/20 35/9 35/23 36/14 36/19 62/22 255-0871 [1] 3/9 255-1718 [1] 3/8 270 [1] 3/18 28 [1] 39/19</p> <p>3</p> <p>3000 [1] 2/17 3109 [1] 45/9 38 [3] 19/2 19/5 38/23 384-2070 [1] 2/7 384-2128 [1] 2/8</p> <p>4</p> <p>413 [2] 17/19 17/20 4th [1] 39/22</p> <p>5</p> <p>50 [3] 13/17 13/18 13/18 541 [2] 1/24 67/19</p> <p>6</p> <p>60 [1] 17/22 626 [1] 2/5 667-3000 [1] 2/17 697-2020 [1] 2/18</p> <p>7</p> <p>702 [8] 2/7 2/8 2/17 2/18 3/8 3/9 3/20 3/21 7440 [1] 3/6 7450 [1] 3/17</p> <p>8</p> <p>80 [2] 17/16 17/22 836-9800 [1] 3/20 836-9802 [1] 3/21 89101 [1] 2/6 89113 [1] 3/19 89117 [1] 3/7 89134 [1] 2/16 8th [1] 2/5</p> <p>9</p> <p>9800 [1] 3/20 9802 [1] 3/21 9:24 [1] 4/2</p> <p>:</p> <p>:SS [1] 67/2</p>	<p>A</p> <p>A.M [1] 4/2 abandoned [1] 42/11 abided [1] 60/12 ABILITY [1] 67/11 able [3] 5/22 47/1 49/6 about [19] 9/18 9/24 10/17 12/16 17/7 17/24 25/5 29/8 30/2 32/10 35/13 36/3 42/1 46/18 49/8 54/16 65/1 65/11 65/12 absolutely [11] 11/7 16/2 28/4 29/7 50/8 52/11 53/4 54/16 59/24 60/11 63/19 abstract [13] 20/17 21/11 24/7 36/7 38/7 40/12 44/7 44/16 44/17 44/22 45/4 45/5 57/2 abstracts [19] 15/19 15/20 15/23 20/5 24/18 26/1 30/4 48/4 48/18 50/9 50/17 50/23 50/24 51/12 51/15 51/22 53/13 56/4 58/15 absurd [1] 60/19 accomplish [1] 16/3 account [1] 22/21 ACCURATE [1] 67/11 achieves [1] 52/25 acquainted [1] 21/7 acted [4] 16/17 25/7 25/15 32/10 action [62] 5/21 5/24 7/23 9/10 9/10 9/11 12/12 18/1 18/17 18/22 19/2 19/3 19/20 19/21 19/22 20/8 20/12 21/16 23/17 23/17 27/23 30/20 31/7 31/16 31/17 32/5 33/8 36/17 37/13 37/13 38/18 39/4 40/6 40/8 40/15 40/25 41/7 41/10</p>	<p>41/16 42/4 42/6 42/12 42/20 42/21 44/2 44/6 45/7 45/23 46/6 47/22 47/23 47/24 48/11 49/4 49/12 49/20 50/11 51/24 51/24 54/5 54/15 54/19 actions [4] 28/24 55/21 64/4 65/1 acts [1] 30/3 actually [8] 5/22 6/9 6/25 13/17 30/18 37/23 46/11 51/6 add [1] 60/7 added [4] 56/7 57/3 57/7 57/7 adding [1] 55/19 addition [1] 60/8 additional [7] 11/20 16/11 18/15 33/17 51/15 57/21 59/11 Additionally [1] 62/15 address [3] 18/14 42/15 55/18 addressed [1] 50/3 addressing [1] 18/12 adjudicated [1] 52/11 adjustment [1] 18/2 admit [1] 42/10 admittedly [1] 45/2 adopt [1] 57/25 ADR [1] 19/5 advise [1] 45/10 affected [1] 57/6 affirmance [4] 11/15 21/16 34/15 62/19 affirmed [1] 6/16 affirming [1] 41/14 afforded [4] 25/18 25/24 32/15 43/25 after [12] 10/25 15/23 16/6 16/6 17/12 21/6 28/6 31/22 51/4 53/19 56/5 58/9 again [17] 4/25 11/2 12/15 15/14 17/17 22/19 35/18</p>
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<p>A</p> <p>again... [10] 39/3 44/16 44/19 54/4 55/6 55/20 60/2 60/15 60/22 64/15 against [30] 5/25 6/2 7/18 7/18 7/22 7/24 7/25 9/5 9/6 12/19 13/23 15/16 16/19 20/17 28/17 28/21 40/12 46/2 47/18 48/9 51/13 51/25 52/8 54/3 54/5 55/2 56/4 59/18 60/11 60/18 agree [7] 24/9 27/4 43/9 44/21 44/24 58/16 59/22 agreed [1] 56/17 agreement [1] 27/1 ahead [2] 4/14 5/12 al [1] 4/9 all [43] 4/6 4/13 4/25 6/3 9/6 13/24 14/3 16/9 16/12 16/12 17/3 17/13 17/14 24/9 25/8 26/22 27/1 27/2 27/4 28/6 31/2 31/4 31/6 32/4 41/6 41/24 43/8 43/9 43/16 43/17 44/1 44/21 47/20 49/22 55/10 58/22 59/4 60/20 62/16 63/20 64/13 65/20 67/5 allegations [2] 47/10 47/21 allowing [1] 6/20 allows [1] 7/1 almost [1] 25/6 alone [1] 35/9 already [16] 21/20 39/25 47/15 51/18 52/3 52/8 52/11 52/21 53/9 53/10 53/16 54/2 56/15 56/19 58/10 60/4 also [8] 8/2 32/8 46/20 50/5 51/14 53/1 57/21 59/24 always [3] 35/12 35/13 61/12 am [2] 62/12 64/13 amended [14] 6/1 14/19 18/20 18/21</p>	<p>25/2 25/23 26/5 28/6 29/1 32/12 32/17 37/22 47/6 47/9 amount [5] 7/14 10/14 37/3 44/8 44/10 amounts [2] 63/6 64/9 analysis [8] 10/21 11/20 22/22 35/12 36/2 36/5 50/21 64/2 analyze [1] 54/8 annoy [2] 32/20 57/8 another [6] 8/10 9/21 16/4 26/12 31/7 60/10 answer [1] 8/18 any [35] 7/2 7/9 7/12 7/23 10/6 10/9 11/10 11/13 18/7 20/4 23/5 23/5 31/13 36/19 36/21 36/24 37/16 37/17 37/17 39/4 42/8 42/20 45/10 46/8 49/14 52/24 57/20 59/17 61/8 61/13 62/12 63/1 63/4 64/9 65/14 anybody [1] 32/1 anything [6] 46/12 47/7 57/2 58/4 64/23 65/23 Anyway [1] 5/3 anywhere [1] 19/15 appeal [8] 5/20 6/16 34/25 46/13 46/15 49/18 57/19 60/9 appealed [4] 50/25 52/4 55/23 60/4 appearances [3] 1/25 2/20 4/14 appeared [3] 14/17 15/1 54/12 appears [2] 10/18 11/1 applicable [2] 15/12 32/13 application [5] 62/7 62/10 62/10 63/21 64/10 applied [1] 26/3 applies [1] 59/9</p>	<p>apply [5] 9/2 9/3 15/16 47/19 64/18 appreciate [1] 5/16 approached [1] 53/18 approval [1] 59/5 April [2] 50/19 53/10 arbitration [1] 19/2 are [23] 6/8 11/3 11/3 11/15 14/5 17/15 17/16 25/12 30/25 31/6 32/3 32/14 36/3 42/22 43/21 47/21 50/7 54/7 56/4 56/25 57/15 61/23 62/8 argue [1] 52/13 argued [3] 8/2 15/2 48/7 arguing [1] 18/14 argument [3] 33/25 47/6 60/19 arguments [3] 18/15 55/17 57/25 arms [1] 62/1 around [4] 28/5 29/11 31/2 62/1 ARROYO [1] 3/17 as [82] ask [3] 12/2 38/16 59/4 asked [7] 27/15 28/7 28/18 31/9 45/12 45/13 45/17 asking [3] 6/17 47/25 48/2 aspect [1] 40/15 assert [1] 51/10 asserted [1] 51/7 assess [1] 31/25 assessment [1] 32/2 associated [1] 58/23 association [62] 6/8 7/18 7/24 7/25 8/5 8/6 8/12 8/24 8/25 9/5 12/25 14/4 14/6 14/10 15/6 15/14 20/23 20/23 21/10 21/21 23/10 23/23 24/6 24/8 24/12 25/7 25/7 25/11 25/12 25/14 25/16 25/19 25/21</p>	<p>27/4 27/16 28/20 28/23 28/24 28/25 29/20 31/4 31/10 31/12 32/1 32/9 32/10 32/14 34/22 34/23 35/6 38/10 38/11 40/11 45/11 47/14 47/16 48/9 50/22 53/12 54/23 55/7 62/3 assurances [1] 45/13 at [50] 11/11 12/15 14/2 14/7 14/25 15/19 16/25 19/6 19/9 19/23 20/10 22/6 22/22 23/13 24/14 26/12 30/1 30/11 33/10 33/19 34/9 35/23 36/14 36/15 36/19 39/13 39/21 40/1 41/13 42/18 43/3 43/20 44/1 47/9 49/20 52/1 52/5 53/20 54/6 54/7 57/23 59/17 60/12 61/11 62/11 64/12 64/19 65/6 67/6 67/8 attach [4] 7/17 8/1 9/8 15/8 attaches [1] 48/10 attempting [1] 15/2 attorney [1] 25/18 attorney's [32] 1/16 5/5 6/17 6/18 7/2 9/14 11/4 12/2 12/3 12/9 14/18 16/21 24/24 25/22 26/5 26/7 26/8 35/10 37/6 39/17 45/18 46/17 46/25 50/4 50/5 54/9 54/15 60/17 62/23 64/6 64/10 65/19 attorneys [1] 39/14 August [2] 51/2 51/4 August 17 [1] 51/4 authorities [1] 14/12 automaton [1] 22/7 AVENUE [1] 3/6 avoid [1] 58/18 await [1] 52/5</p>	<p>award [17] 7/2 9/13 11/4 12/2 12/2 12/9 14/23 39/16 43/23 46/21 54/9 54/14 57/16 57/20 62/23 64/6 64/9 awardable [1] 17/25 awarded [10] 6/18 14/17 14/22 15/7 26/4 26/8 32/11 43/4 43/23 57/16 awards [1] 43/21 away [1] 49/10</p> <hr/> <p>B</p> <p>back [19] 5/2 5/16 6/17 13/13 14/7 23/24 24/4 33/7 34/24 35/17 37/10 37/11 39/22 39/22 55/20 56/3 59/13 62/17 64/8 bad [1] 45/20 Barbara [1] 30/11 Bare [1] 32/8 based [21] 11/13 12/6 14/18 18/3 19/24 20/3 32/5 35/8 38/23 43/1 48/2 48/10 48/11 50/10 50/14 50/20 58/12 61/22 63/10 63/21 64/10 bases [4] 6/24 11/3 12/3 12/9 basically [2] 13/5 24/10 basis [9] 9/13 16/15 30/20 47/20 47/22 49/12 50/5 60/3 64/6 battle [1] 11/16 Bayliss [7] 6/12 6/13 52/14 53/17 53/21 56/17 58/10 Bayliss's [5] 52/17 54/1 58/12 58/17 59/7 be [47] 6/18 7/14 7/23 10/14 13/19 15/2 17/8 18/20 19/9 19/11 21/10 24/7 24/17 24/19 25/18 25/24 26/22 27/1 27/3 29/24 31/19 34/10 35/22 37/3 41/2 43/6 43/18 43/23 44/20</p>
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<p>B</p> <p>be... [18] 44/22 46/14 46/19 47/16 47/18 50/24 53/7 56/7 56/21 57/3 57/4 57/6 57/15 57/20 63/6 63/23 64/6 64/10</p> <p>beaten [1] 40/23</p> <p>became [1] 49/18</p> <p>because [55] 6/10 7/22 8/9 10/20 11/21 13/12 13/22 14/4 14/12 14/25 19/11 19/14 19/18 19/20 22/1 23/24 24/8 24/9 25/15 26/12 26/17 26/19 26/25 31/3 31/9 32/1 32/13 33/17 34/9 34/25 35/13 36/20 38/8 38/9 38/24 39/11 40/23 42/7 42/17 43/8 43/14 44/7 45/8 46/18 49/17 49/19 50/2 51/7 52/14 53/10 53/18 56/23 57/22 60/1 63/22</p> <p>becoming [1] 21/7</p> <p>been [20] 6/16 12/19 14/22 22/9 25/19 25/22 32/17 38/23 41/13 41/19 41/22 42/13 45/25 47/15 51/7 51/8 52/11 53/9 55/10 60/23</p> <p>before [13] 1/18 31/17 33/11 33/21 42/1 42/11 47/21 48/16 56/2 58/7 58/8 62/9 67/6</p> <p>BEFORE-ENTITLED [1] 67/6</p> <p>begin [1] 17/11</p> <p>begs [1] 53/24</p> <p>behalf [6] 4/15 4/17 4/19 4/24 27/15 50/4</p> <p>being [5] 18/1 30/6 45/24 52/20 53/22</p> <p>believe [7] 6/23 17/16 29/6 45/19 46/13 53/20 54/10</p> <p>beneficial [1] 54/25</p> <p>benefit [3] 44/21</p>	<p>44/23 52/25</p> <p>best [4] 18/12 49/20 54/6 67/11</p> <p>between [9] 6/20 7/23 7/23 11/10 17/1 25/5 47/2 49/9 49/15</p> <p>beyond [1] 15/17</p> <p>bill [1] 18/8</p> <p>bills [1] 17/3</p> <p>bit [2] 23/12 24/22</p> <p>blame [1] 60/16</p> <p>blown [7] 25/7 25/12 25/16 28/24 29/20 32/10 38/10</p> <p>board [2] 31/13 31/14</p> <p>both [10] 6/24 8/2 12/3 12/8 12/9 28/10 28/11 28/19 44/3 50/2</p> <p>BOULDEN [17] 1/9 4/8 4/16 18/17 28/8 28/10 28/19 28/25 33/9 46/2 46/16 56/5 57/18 58/1 63/14 63/15 63/15</p> <p>Bouldens [5] 6/4 12/20 17/1 17/5 49/4</p> <p>brand [1] 60/18</p> <p>brand-new [1] 60/18</p> <p>brief [5] 12/16 12/25 18/6 50/2 57/24</p> <p>briefed [1] 33/10</p> <p>briefing [6] 33/18 33/19 33/22 34/5 46/9 61/25</p> <p>briefly [1] 48/5</p> <p>briefs [4] 33/11 33/11 33/21 55/13</p> <p>bring [9] 16/4 16/6 19/20 46/20 52/25 53/25 58/19 58/21 59/12</p> <p>bringing [7] 12/11 14/11 14/20 24/17 52/10 54/5 59/21</p> <p>broad [3] 39/7 39/14 53/2</p> <p>brought [32] 6/2 6/6 6/21 10/22 18/17 25/13 25/25 31/7 31/16 31/17 32/19 33/9 37/14 38/22 38/22 39/8</p>	<p>40/25 41/7 45/2 46/16 51/5 53/19 55/11 55/18 55/25 56/23 58/6 58/7 59/25 60/3 60/6 60/23</p> <p>Brunzell [2] 64/17 64/18</p> <p>budget [1] 31/25</p> <p>but [86]</p> <p>butt [1] 35/18</p> <p>buyer [1] 45/10</p> <p>buyers [2] 45/14 49/10</p> <hr/> <p>C</p> <p>calendar [3] 4/7 5/4 33/16</p> <p>call [2] 21/8 51/16</p> <p>called [2] 54/19 56/11</p> <p>came [11] 6/11 21/1 22/5 29/11 33/11 34/15 36/6 41/14 45/23 56/3 61/6</p> <p>can [27] 6/18 6/21 9/5 9/21 12/1 12/1 12/8 19/20 21/13 22/9 22/13 24/9 30/13 38/5 39/13 41/2 42/19 42/20 43/9 43/22 44/21 46/14 47/18 48/24 54/8 54/14 58/16</p> <p>can't [6] 17/21 31/15 31/25 34/24 42/24 64/16</p> <p>care [1] 13/10</p> <p>carried [1] 44/3</p> <p>case [97]</p> <p>cause [14] 5/21 5/24 12/12 41/10 42/6 42/12 44/2 47/21 47/23 47/24 48/11 49/5 49/12 49/20</p> <p>causes [1] 41/6</p> <p>cautious [1] 61/12</p> <p>CC [88]</p> <p>CCR [2] 1/24 67/19</p> <p>CENTER [1] 2/14</p> <p>cents [2] 17/16 17/22</p> <p>certainly [1] 32/19</p> <p>CERTIFICATE [1] 67/1</p> <p>CERTIFIED [1] 67/4</p>	<p>CERTIFY [1] 67/5</p> <p>cetera [3] 29/24 29/24 53/3</p> <p>changed [1] 51/18</p> <p>Chapter [28] 9/16 10/19 15/6 19/2 19/5 19/22 20/5 20/23 21/7 25/1 25/8 25/23 26/6 29/19 31/2 31/12 31/21 31/23 32/12 34/22 35/7 38/23 39/9 39/11 51/21 62/7 62/11 62/12</p> <p>Chapter 118 [2] 39/9 39/11</p> <p>Chapter 18 [2] 9/16 10/19</p> <p>Chapter 38 [3] 19/2 19/5 38/23</p> <p>choose [1] 55/16</p> <p>chose [1] 57/12</p> <p>CHRISTENSEN [1] 3/4</p> <p>CHRISTINA [2] 2/13 4/17</p> <p>CHRISTINA.WANG [1] 2/19</p> <p>CIRCLE [1] 2/14</p> <p>circumstance [1] 61/18</p> <p>circumstances [2] 6/19 61/16</p> <p>CJMLV.COM [1] 3/10</p> <p>claim [11] 13/2 13/20 24/15 41/17 41/20 42/11 43/2 43/3 43/10 44/18 45/6</p> <p>claimant [1] 35/24</p> <p>claimants [1] 53/3</p> <p>claims [6] 28/21 43/9 43/11 43/15 43/19 54/3</p> <p>CLARK [3] 1/7 67/3 67/14</p> <p>class [1] 27/23</p> <p>clear [3] 24/9 26/20 62/21</p> <p>clearly [1] 23/16</p> <p>client [5] 5/22 6/2 6/4 15/24 38/7</p> <p>client's [7] 7/19 7/22 15/8 50/16 51/14 53/5 59/12</p> <p>clients [22] 12/18 13/12 13/17 16/19</p>	<p>18/5 25/13 26/4 27/9 51/3 51/5 51/8 52/1 52/10 54/3 54/5 59/10 59/19 59/25 60/1 60/4 60/6 63/23</p> <p>clients' [1] 59/20</p> <p>cloud [1] 12/21</p> <p>clouding [1] 13/7</p> <p>collect [1] 26/7</p> <p>combined [1] 41/2</p> <p>come [5] 24/10 35/1 37/10 37/11 39/4</p> <p>comes [4] 26/20 34/11 36/1 38/20</p> <p>comfortable [2] 29/21 29/22</p> <p>coming [3] 5/2 23/24 24/4</p> <p>commenced [1] 54/18</p> <p>comment [1] 34/3</p> <p>comments [2] 61/1 62/18</p> <p>communications [1] 12/22</p> <p>company [1] 49/1</p> <p>compare [1] 9/16</p> <p>complains [1] 17/7</p> <p>complaint [11] 7/20 13/24 16/17 18/19 18/20 18/21 47/6 47/7 47/9 47/20 51/7</p> <p>complete [1] 61/13</p> <p>complex [1] 33/14</p> <p>complicated [2] 14/2 14/4</p> <p>concept [1] 42/25</p> <p>concerned [1] 59/10</p> <p>concluded [1] 66/5</p> <p>conclusion [1] 21/2</p> <p>condition [2] 19/12 39/10</p> <p>conditions [7] 7/11 10/8 15/4 26/21 36/23 39/21 63/4</p> <p>conduct [3] 52/5 62/9 64/1</p> <p>confer [3] 56/13 58/6 59/2</p> <p>conferred [1] 56/13</p>
--	---	---	---	--

<p>C</p> <p>confidence [1] 61/19</p> <p>conflict [2] 6/10 13/2</p> <p>confused [1] 53/21</p> <p>Connaghan [1] 13/5</p> <p>consented [1] 60/8</p> <p>consequently [1] 15/5</p> <p>consider [2] 9/21 43/12</p> <p>considered [1] 27/8</p> <p>consistent [1] 11/7</p> <p>consolidated [2] 4/20 58/11</p> <p>CONSTITUTES [1] 67/10</p> <p>construction [1] 8/10</p> <p>contacted [1] 6/9</p> <p>Contend [1] 18/3</p> <p>contested [1] 4/7</p> <p>continuation [1] 63/8</p> <p>continue [1] 57/22</p> <p>continued [2] 3/1 51/23</p> <p>contract [10] 6/19 6/25 9/14 10/4 11/21 12/6 12/7 12/10 39/12 39/12</p> <p>contrast [1] 9/16</p> <p>control [3] 35/10 54/14 62/22</p> <p>controlled [3] 47/12 53/23 55/9</p> <p>controlling [1] 21/4</p> <p>controls [2] 39/16 58/18</p> <p>conversations [2] 56/9 56/11</p> <p>convert [1] 29/19</p> <p>correct [14] 5/9 5/10 5/11 7/6 15/9 19/13 27/11 27/18 28/2 37/19 38/2 49/25 52/4 57/14</p> <p>correctly [2] 38/24 56/17</p> <p>correspondences [1] 59/5</p> <p>cost [3] 18/8 57/14 65/12</p>	<p>costs [16] 1/16 5/8 5/9 5/14 6/18 14/18 14/22 15/7 17/16 17/24 39/17 60/17 65/10 65/12 65/16 65/18</p> <p>could [17] 8/1 12/3 12/4 12/4 14/22 15/2 15/8 15/24 20/24 24/6 24/17 27/1 27/2 33/7 38/4 51/19 51/20</p> <p>couldn't [1] 6/9</p> <p>counsel [19] 12/22 12/24 13/4 14/21 15/25 15/25 16/22 17/7 17/23 22/9 33/15 45/1 45/12 49/15 50/3 58/6 58/8 58/20 64/15</p> <p>counter [1] 53/3</p> <p>counter-claimants [1] 53/3</p> <p>counterclaim [14] 6/1 6/2 13/20 16/19 41/21 46/2 51/6 51/11 53/8 53/18 53/24 53/25 59/10 59/18</p> <p>countermotion [1] 48/6</p> <p>COUNTY [3] 1/7 67/3 67/14</p> <p>couple [7] 8/19 12/17 16/23 21/2 24/11 47/5 61/1</p> <p>course [8] 8/23 12/20 46/4 50/11 51/23 51/24 52/5 60/21</p> <p>court [63] 1/6 1/19 6/16 6/21 7/14 8/3 10/14 14/1 15/13 15/21 16/15 19/7 19/19 22/12 24/10 26/4 30/12 30/18 30/20 30/21 31/9 31/18 31/18 34/14 34/17 34/19 35/2 37/4 37/5 41/14 41/23 48/16 48/21 49/13 50/13 50/19 50/23 51/11 51/18 52/4 52/6 52/8 52/20 52/22 53/6 53/14 54/8 54/14 55/6 56/2 56/3 56/21 58/10 58/13</p>	<p>58/25 59/4 60/5 60/7 60/13 61/5 62/19 63/6 63/11</p> <p>Court's [12] 11/14 18/7 18/13 21/16 42/22 50/21 50/25 52/3 53/14 58/2 59/1 60/12</p> <p>covenants [8] 7/11 10/8 15/4 26/20 27/5 36/23 39/20 63/3</p> <p>cover [1] 65/7</p> <p>covers [1] 38/3</p> <p>CROSSING [1] 3/17</p> <p>current [2] 55/1 63/10</p> <p>D</p> <p>damages [6] 43/6 43/23 43/24 43/25 44/3 44/4</p> <p>DAN [2] 2/9 4/15</p> <p>dangerous [1] 38/15</p> <p>DANIEL [1] 2/4</p> <p>dated [2] 1/21 34/15</p> <p>day [12] 11/11 14/3 14/25 19/9 19/24 20/21 26/13 30/2 34/9 43/4 61/21 66/1</p> <p>dealing [1] 8/11</p> <p>dealt [2] 24/1 41/22</p> <p>death [1] 40/24</p> <p>December [2] 13/25 34/16</p> <p>December 4 [1] 34/16</p> <p>decide [1] 29/16</p> <p>decided [4] 52/9 52/21 53/10 54/24</p> <p>decipher [1] 47/1</p> <p>decision [52] 6/15 19/24 19/25 20/3 21/3 21/13 21/14 21/17 22/1 22/7 25/10 25/10 26/14 29/21 34/9 34/14 34/25 35/2 35/10 41/14 41/15 41/23 42/2 43/13 50/10 50/15 50/21 51/1 51/19 52/3 52/17 53/15 53/16 53/18 53/19 53/20 53/23</p>	<p>54/1 54/2 54/20 55/5 58/13 58/14 58/17 58/17 59/1 59/7 59/8 59/8 60/5 60/12 62/5</p> <p>decision-making [1] 22/1</p> <p>decisions [1] 63/11</p> <p>declarant [1] 26/23</p> <p>declaration [5] 7/11 10/8 15/3 39/22 63/3</p> <p>declarations [2] 36/23 39/20</p> <p>declaratory [9] 18/23 36/9 38/21 40/8 41/1 44/2 47/24 47/25 48/2</p> <p>declared [3] 15/13 47/15 51/12</p> <p>declined [1] 45/14</p> <p>deep [3] 8/17 21/6 61/25</p> <p>defeated [1] 41/13</p> <p>defect [1] 8/10</p> <p>defend [2] 53/5 60/18</p> <p>Defendant [2] 1/13 3/12</p> <p>defendant's [1] 5/8</p> <p>defendants [2] 4/24 53/3</p> <p>defending [1] 60/20</p> <p>defense [8] 4/12 12/12 14/21 16/18 20/7 32/5 32/18 48/10</p> <p>defenses [3] 26/1 36/2 36/4</p> <p>degree [1] 61/19</p> <p>delayed [1] 57/23</p> <p>denied [6] 19/18 30/15 38/23 45/19 46/19 52/19</p> <p>Dennis [1] 4/22</p> <p>Department [1] 58/14</p> <p>Department 16's [1] 58/14</p> <p>deposition [1] 29/10</p> <p>depositions [2] 28/10 28/12</p> <p>DEPT [1] 1/3</p>	<p>despite [1] 57/13</p> <p>determination [18] 10/22 10/24 11/19 11/25 19/10 20/25 23/21 24/16 35/4 52/6 55/2 56/15 56/20 62/9 62/18 64/4 64/22 64/25</p> <p>determine [4] 10/25 42/19 42/20 53/6</p> <p>determined [2] 21/21 53/23</p> <p>developed [1] 61/8</p> <p>development [1] 42/8</p> <p>did [32] 13/11 19/1 20/4 21/18 27/14 28/1 28/14 29/4 31/20 34/5 34/21 35/3 35/5 36/10 42/18 45/2 46/11 51/10 53/6 53/8 53/25 54/6 54/7 54/10 54/11 54/12 56/5 56/6 57/9 60/1 62/17 62/18</p> <p>didn't [29] 9/8 13/11 13/17 19/13 21/17 21/19 22/7 22/17 27/6 27/11 27/12 27/12 27/25 28/14 29/3 30/19 32/21 32/24 33/1 34/25 44/5 45/19 47/7 49/17 50/17 56/22 59/17 65/16 65/18</p> <p>difference [2] 11/10 49/8</p> <p>different [12] 9/23 10/11 10/19 10/21 11/1 11/3 14/5 29/12 31/22 39/9 40/19 45/3</p> <p>difficult [1] 14/3</p> <p>dig [1] 61/25</p> <p>digging [1] 21/6</p> <p>direction [2] 52/7 67/9</p> <p>directly [1] 7/24</p> <p>disagree [3] 35/11 52/2 53/17</p> <p>disagreement [1] 40/1</p> <p>discount [1] 23/12</p> <p>discovered [1] 12/18</p>
---	---	--	---	---

<p>D</p> <p>discovery [3] 42/8 49/16 49/17</p> <p>discuss [3] 32/21 32/24 33/1</p> <p>discussion [3] 22/12 22/13 49/15</p> <p>disingenuous [3] 49/20 59/16 60/2</p> <p>Disman [1] 5/7</p> <p>Disman's [1] 5/7</p> <p>Dismans [22] 4/18 6/5 6/6 16/6 17/4 45/22 45/23 49/7 50/4 51/3 55/19 55/24 55/25 56/6 56/6 56/9 57/9 57/12 57/18 60/21 63/13 65/15</p> <p>dismiss [7] 19/11 19/18 38/22 40/16 41/20 41/25 42/18</p> <p>dismissal [1] 48/13</p> <p>dismissed [5] 5/23 6/1 49/12 49/19 57/10</p> <p>dismissing [2] 41/21 49/3</p> <p>dispossess [1] 18/4</p> <p>dispute [1] 46/11</p> <p>distinction [1] 43/18</p> <p>district [6] 1/6 1/19 30/17 31/17 31/18 34/19</p> <p>dividing [1] 17/1</p> <p>do [43] 11/24 15/2 16/3 22/2 22/3 22/23 23/14 23/15 23/23 27/15 30/22 33/4 34/7 34/13 34/13 35/15 35/15 35/25 38/8 38/11 38/19 38/25 39/2 40/8 42/15 47/7 48/25 49/17 51/19 51/20 53/8 59/23 61/17 61/18 62/12 62/20 62/24 64/7 64/13 65/2 65/4 65/20 67/4</p> <p>DOCKET [1] 1/2</p> <p>does [9] 4/10 31/3 39/4 39/11 40/7 42/3 42/16 47/19 65/7</p>	<p>doesn't [7] 9/3 15/15 22/20 31/13 36/15 37/15 40/6</p> <p>doing [5] 15/1 23/3 38/6 53/7 60/6</p> <p>dollars [2] 43/5 44/10</p> <p>don't [36] 8/12 11/10 11/13 12/5 12/7 13/16 14/3 14/11 21/13 22/2 23/12 26/18 26/23 29/6 29/16 30/9 32/18 33/22 34/1 34/2 36/16 36/18 36/19 42/18 42/22 43/5 43/8 43/16 46/13 56/15 61/17 61/24 64/1 64/3 64/5 64/23</p> <p>done [4] 12/24 17/9 26/22 49/16</p> <p>doubt [1] 61/6</p> <p>down [12] 8/16 24/10 30/12 34/11 34/15 34/17 35/1 36/1 38/20 41/14 41/23 67/5</p> <p>drafted [2] 31/5 46/23</p> <p>drafts [1] 11/7</p> <p>draw [1] 30/13</p> <p>drug [1] 51/25</p> <p>due [4] 21/12 21/15 31/4 46/21</p> <p>dug [1] 8/16</p> <p>duplication [1] 16/24</p> <p>duplicative [2] 17/2 46/12</p> <p>during [7] 18/13 25/16 28/9 28/10 28/11 29/10 56/11</p> <p>E</p> <p>each [2] 47/21 48/10</p> <p>earlier [1] 9/18</p> <p>early [1] 30/16</p> <p>effect [1] 55/1</p> <p>effective [1] 45/5</p> <p>effectively [2] 15/15 41/22</p> <p>effort [1] 54/16</p> <p>either [6] 4/10 11/11 12/4 17/22 45/11 54/16</p> <p>elect [1] 31/16</p> <p>elected [1] 28/8</p>	<p>election [5] 31/9 31/10 31/14 31/19 31/20</p> <p>else [2] 58/4 65/23</p> <p>emphasize [1] 54/4</p> <p>encompassing [1] 53/2</p> <p>encumbered [1] 50/15</p> <p>end [9] 11/11 14/3 14/25 19/9 19/23 26/12 30/1 34/9 43/3</p> <p>enforce [20] 9/12 15/3 18/18 19/3 19/3 19/21 20/8 20/12 20/14 22/24 26/7 31/9 35/25 37/21 37/22 38/1 38/4 38/13 40/12 54/19</p> <p>enforceable [1] 56/4</p> <p>enforcement [7] 7/10 10/7 36/22 38/19 39/5 54/16 63/2</p> <p>enforcing [2] 32/17 54/21</p> <p>enjoin [1] 9/12</p> <p>enjoy [1] 66/1</p> <p>enough [1] 29/2</p> <p>enter [1] 59/6</p> <p>entire [2] 25/16 47/20</p> <p>entirely [1] 48/3</p> <p>entirety [3] 5/25 16/16 55/9</p> <p>entitle [1] 26/6</p> <p>entitled [6] 7/17 9/13 25/20 25/22 53/7 67/6</p> <p>entryway [1] 24/1</p> <p>equal [1] 59/9</p> <p>equitable [13] 7/3 7/9 10/6 25/9 25/10 25/18 26/2 26/13 26/13 36/21 37/18 39/4 63/1</p> <p>error [2] 41/6 46/21</p> <p>especially [1] 18/3</p> <p>ESQ [4] 2/4 2/13 3/5 3/16</p> <p>essence [4] 13/9 16/12 31/21 62/15</p> <p>essentially [4]</p>	<p>15/3 20/21 27/24 38/6</p> <p>established [1] 48/9</p> <p>et [4] 4/9 29/24 29/24 53/3</p> <p>et al [1] 4/9</p> <p>et cetera [3] 29/24 29/24 53/3</p> <p>evaluation [1] 49/15</p> <p>eve [2] 41/25 59/19</p> <p>even [19] 12/5 13/18 15/17 16/16 17/21 18/20 18/21 19/3 39/9 40/6 45/6 47/25 49/15 53/25 59/17 59/21 59/23 61/24 65/16</p> <p>ever [2] 17/10 33/8</p> <p>every [2] 29/19 61/20</p> <p>everybody [1] 28/7</p> <p>everyone [2] 27/2 66/1</p> <p>everything [7] 16/3 17/9 22/17 23/11 38/4 53/22 65/7</p> <p>evidenced [2] 18/25 23/4</p> <p>exact [1] 44/9</p> <p>exactly [2] 15/10 34/5</p> <p>example [2] 11/20 61/22</p> <p>exception [1] 27/2</p> <p>exceptions [1] 21/8</p> <p>exchange [1] 41/21</p> <p>exclusive [1] 62/8</p> <p>excuse [2] 17/5 32/23</p> <p>expand [4] 30/23 52/1 52/9 60/15</p> <p>expected [1] 56/21</p> <p>expending [1] 60/17</p> <p>expenses [1] 58/22</p> <p>explained [1] 57/24</p> <p>expunged [2] 15/19 50/24</p> <p>expungement [1]</p>	<p>44/6</p> <p>extensive [1] 8/19</p> <p>extensively [1] 50/3</p> <p>extent [1] 57/16</p> <p>F</p> <p>facing [1] 49/10</p> <p>fact [11] 14/14 18/19 18/25 20/4 27/8 30/21 32/7 35/17 43/24 46/21 62/8</p> <p>factor [1] 9/21</p> <p>factors [2] 39/13 64/19</p> <p>facts [1] 42/8</p> <p>failed [1] 19/11</p> <p>fairly [7] 12/15 29/22 30/16 39/7 42/25 62/2 62/21</p> <p>faith [2] 17/9 45/20</p> <p>false [1] 47/8</p> <p>far [7] 16/13 38/4 48/13 49/3 54/13 59/10 65/2</p> <p>fascinating [2] 10/16 14/13</p> <p>fashioned [1] 31/21</p> <p>favor [4] 34/20 50/13 52/21 58/11</p> <p>Fax [2] 2/18 3/21</p> <p>February [1] 13/25</p> <p>fee [2] 39/14 57/20</p> <p>feel [6] 29/20 29/22 41/12 57/15 61/24 62/21</p> <p>feels [1] 41/13</p> <p>fees [47] 1/16 5/5 5/8 5/13 6/17 6/18 7/2 9/14 11/4 12/2 12/3 12/9 14/18 14/22 15/7 16/22 17/13 17/15 24/24 25/19 25/23 26/5 26/7 26/8 32/1 32/12 35/10 37/6 39/17 45/18 46/11 46/12 46/13 46/17 46/25 47/2 50/4 50/5 54/9 54/15 57/14 57/17 60/17 62/24 64/6 64/10 65/19</p> <p>felt [4] 8/15 29/21 54/25 60/14</p> <p>few [4] 9/1 23/4</p>
---	--	--	---	--

<p>F</p> <p>few... [2] 25/3 44/10</p> <p>FIDELITY [1] 2/12</p> <p>figure [3] 17/17 39/18 39/23</p> <p>figured [1] 39/25</p> <p>file [11] 13/15 13/19 16/9 19/14 21/11 53/4 56/12 56/15 57/12 59/17 65/16</p> <p>filed [18] 6/12 13/25 17/8 17/10 19/11 19/16 24/7 38/21 39/21 46/2 47/7 47/10 48/7 48/14 55/21 57/22 59/14 64/2</p> <p>filing [7] 16/16 16/19 24/18 30/4 38/7 51/6 58/8</p> <p>final [1] 48/25</p> <p>find [5] 6/21 10/16 12/4 12/6 16/15</p> <p>finding [4] 34/20 35/5 50/20 54/22</p> <p>findings [1] 55/5</p> <p>firm [2] 31/3 64/13</p> <p>first [16] 5/13 13/6 18/20 28/14 33/7 34/7 35/3 35/19 37/12 39/8 46/3 50/9 59/25 60/23 61/5 62/9</p> <p>fit [1] 39/19</p> <p>five [2] 31/11 34/17</p> <p>fixed [4] 7/14 10/14 37/3 63/6</p> <p>flowers [1] 24/2</p> <p>FNF.COM [1] 2/19</p> <p>focus [3] 33/2 33/5 62/15</p> <p>focused [2] 23/25 36/6</p> <p>FOLEY [9] 2/3 2/4 4/15 11/18 20/20 27/11 36/25 39/8 47/4</p> <p>Foley's [2] 18/14 27/9</p> <p>FOLEYOAKES.COM [1] 2/9</p> <p>following [1] 58/13</p> <p>follows [1] 62/25</p> <p>force [1] 59/9</p>	<p>forced [1] 55/6</p> <p>foreclose [1] 18/4</p> <p>foreclosure [1] 13/21</p> <p>forego [1] 58/21</p> <p>FOREGOING [1] 67/10</p> <p>foremost [2] 34/7 39/8</p> <p>forget [2] 25/5 44/9</p> <p>forgot [1] 37/9</p> <p>form [3] 34/21 35/6 48/24</p> <p>formation [1] 26/20</p> <p>forth [1] 15/4</p> <p>forward [1] 48/22</p> <p>found [7] 8/3 14/13 23/9 25/3 25/4 31/19 38/24</p> <p>frankly [5] 41/19 42/7 42/9 45/20 60/19</p> <p>Frederic [1] 30/11</p> <p>front [4] 6/11 22/5 39/19 61/22</p> <p>full [10] 17/4 25/7 25/12 25/16 28/24 29/20 32/10 38/10 61/8 67/10</p> <p>full-blown [7] 25/7 25/12 25/16 28/24 29/20 32/10 38/10</p> <p>fully [1] 28/12</p> <p>fund [1] 28/20</p> <p>further [3] 33/18 52/6 60/14</p> <hr/> <p>G</p> <p>game [1] 38/15</p> <p>gardening [1] 24/2</p> <p>gave [1] 28/20</p> <p>Gegen [1] 4/22</p> <p>get [12] 10/11 13/8 13/16 16/1 27/21 32/3 39/10 43/5 48/17 48/24 63/12 63/20</p> <p>gets [1] 13/25</p> <p>getting [1] 22/15</p> <p>GIBBS [1] 3/15</p> <p>GIBBSGIDEN.COM [1] 3/22</p> <p>GIDEN [1] 3/15</p> <p>give [3] 13/10 48/19 65/21</p> <p>glad [1] 58/5</p> <p>glob [1] 54/24</p>	<p>go [14] 4/14 5/12 11/9 12/7 16/9 19/1 19/4 26/23 33/22 35/17 52/8 64/5 64/8 65/2</p> <p>goes [3] 13/13 17/4 43/1</p> <p>going [24] 4/6 12/9 13/15 17/5 26/6 26/12 37/5 39/9 48/22 49/11 56/12 57/3 57/16 59/1 62/17 62/20 63/9 64/6 64/7 64/8 64/18 64/22 65/2 65/6</p> <p>gone [2] 5/20 12/15</p> <p>good [8] 4/13 4/23 4/25 5/15 17/9 18/11 30/20 48/25</p> <p>got [13] 11/6 13/2 13/6 14/8 17/8 37/8 37/9 37/10 59/13 62/1 62/1 62/11 63/13</p> <p>gourde [1] 34/2</p> <p>grant [1] 61/17</p> <p>granted [20] 5/18 6/13 6/14 14/1 15/18 16/5 24/24 25/1 25/2 32/18 34/19 41/4 41/6 41/8 49/6 50/19 52/18 55/21 58/10 61/3</p> <p>granting [5] 23/8 46/22 50/13 58/17 61/8</p> <p>ground [2] 6/22 46/12</p> <p>grounds [11] 9/19 9/20 10/24 11/21 24/17 33/4 43/21 54/6 54/8 54/11 57/8</p> <p>GROUP [1] 2/12</p> <p>guess [4] 9/16 15/1 20/20 30/4</p> <p>guided [1] 62/5</p> <p>guides [1] 34/10</p> <hr/> <p>H</p> <p>had [85]</p> <p>hadn't [1] 37/8</p> <p>half [5] 17/3 17/4 17/5 33/25 43/5</p> <p>handed [2] 30/12 41/23</p>	<p>handle [1] 62/1</p> <p>happen [3] 13/11 13/12 27/6</p> <p>happened [5] 15/10 28/4 28/5 29/2 48/14</p> <p>happens [1] 43/16</p> <p>harass [5] 6/22 32/20 54/7 57/8 64/3</p> <p>harassment [1] 10/23</p> <p>has [13] 6/16 7/1 24/10 26/22 38/18 38/25 39/2 39/9 39/25 40/8 52/22 52/23 57/4</p> <p>HASKIN [4] 3/16 4/24 58/24 59/13</p> <p>Haskin's [2] 59/1 59/5</p> <p>have [86]</p> <p>haven't [3] 37/8 64/21 64/25</p> <p>having [4] 34/8 58/19 58/21 59/12</p> <p>he [9] 13/18 16/23 16/23 41/4 45/13 45/14 52/14 53/22 56/18</p> <p>heads [1] 35/18</p> <p>hearing [9] 17/12 33/7 33/8 33/10 33/10 48/15 48/15 48/17 58/22</p> <p>hearings [1] 8/20</p> <p>held [1] 30/18</p> <p>her [7] 5/23 24/5 25/3 25/9 32/8 55/5 62/18</p> <p>here [18] 5/3 5/17 5/18 6/17 9/9 10/3 14/6 22/4 25/11 26/4 33/24 35/4 37/1 38/6 39/12 39/15 45/1 63/12</p> <p>here's [7] 9/15 19/23 24/5 26/11 26/25 36/11 36/18</p> <p>HEREBY [1] 67/5</p> <p>HEREUNTO [1] 67/13</p> <p>Hey [1] 56/12</p> <p>high [1] 61/19</p> <p>him [2] 45/12 45/13</p> <p>his [3] 32/8 47/1 53/18</p>	<p>history [3] 13/12 22/6 26/24</p> <p>HOA [1] 60/11</p> <p>Hold [1] 13/7</p> <p>hole [1] 31/23</p> <p>holes [3] 31/6 31/24 32/3</p> <p>home [1] 15/8</p> <p>homeowner [4] 19/20 29/19 44/23 45/9</p> <p>homeowners [24] 6/8 7/23 7/24 8/5 9/6 14/4 23/22 24/7 25/11 25/12 25/16 27/1 27/15 28/6 28/18 28/24 29/20 31/3 31/10 32/9 32/10 34/21 38/10 38/11</p> <p>homeowners' [1] 24/19</p> <p>homes [1] 21/11</p> <p>Honor [110]</p> <p>Honor's [14] 16/7 22/21 22/21 23/7 33/2 44/15 45/17 53/19 53/19 53/23 58/16 59/7 59/8 60/5</p> <p>HONORABLE [1] 1/18</p> <p>hour [1] 33/25</p> <p>hourly [1] 17/3</p> <p>hours [1] 64/19</p> <p>house [5] 5/23 6/4 6/5 15/24 55/23</p> <p>houses [1] 13/22</p> <p>how [7] 13/24 24/6 24/16 24/19 26/22 38/17 42/15</p> <p>However [5] 28/9 28/19 41/18 42/3 45/17</p> <p>hundred [1] 44/10</p> <p>hypothetical [1] 56/1</p> <p>hypothetically [2] 42/4 43/1</p> <p>hypotheticals [1] 38/16</p> <hr/> <p>I</p> <p>I'll [8] 21/8 46/9 50/2 55/16 58/2 62/24 65/1 65/20</p> <p>I'm [34] 6/17 10/3 11/18 12/8 13/15 14/20 14/20 22/3</p>
--	---	--	---	--

<p>I</p> <p>I'm... [26] 22/14 22/14 24/18 25/5 26/12 29/8 30/7 31/2 35/12 39/18 39/23 40/20 56/12 58/5 61/11 62/20 63/9 63/14 64/7 64/7 64/18 64/22 65/2 65/2 65/3 65/6</p> <p>I've [2] 12/15 62/24</p> <p>idea [1] 49/18</p> <p>if [32] 6/19 6/20 8/25 11/17 13/1 13/15 13/19 14/21 15/17 18/19 19/2 19/6 20/10 22/14 24/15 33/7 34/1 34/1 35/11 37/5 40/16 43/9 46/17 47/9 48/17 52/2 53/19 54/14 56/25 58/25 58/25 60/13</p> <p>ignore [1] 15/16</p> <p>ignored [1] 13/1</p> <p>impact [1] 59/1</p> <p>importance [1] 34/8</p> <p>important [11] 21/5 27/6 27/7 40/14 61/2 61/10 62/6 62/14 63/25 64/9 64/19</p> <p>importantly [1] 25/1</p> <p>improper [1] 21/10</p> <p>in [221]</p> <p>included [3] 46/14 57/19 57/20</p> <p>includes [1] 13/20</p> <p>incorporate [1] 55/17</p> <p>incorrect [2] 28/3 28/4</p> <p>indeed [1] 56/4</p> <p>independent [1] 22/3</p> <p>INDICATED [1] 67/7</p> <p>indispensable [1] 60/2</p> <p>individual [4] 9/6 24/19 28/17 47/19</p> <p>inform [2] 45/13 46/5</p> <p>informing [1] 46/2</p> <p>initial [5] 28/13</p>	<p>33/6 46/16 54/18 55/2</p> <p>initially [1] 41/4</p> <p>initiated [1] 12/22</p> <p>initiating [1] 13/21</p> <p>injunction [7] 33/9 33/15 33/20 47/23 48/14 48/17 48/23</p> <p>instance [2] 31/7 31/24</p> <p>instead [1] 11/8</p> <p>instruction [1] 60/14</p> <p>intent [2] 36/15 36/19</p> <p>intention [1] 13/7</p> <p>intentional [2] 43/3 43/6</p> <p>interesting [5] 8/16 33/21 34/4 52/18 61/7</p> <p>interim [1] 48/20</p> <p>interpretation [1] 10/11</p> <p>into [14] 8/17 17/12 22/20 26/23 30/22 33/16 45/23 51/5 55/25 59/6 59/25 60/4 60/6 67/8</p> <p>involved [6] 13/3 16/11 30/24 45/1 57/1 57/5</p> <p>involving [3] 45/11 46/7 62/12</p> <p>is [88]</p> <p>isn't [4] 27/20 27/23 29/14 61/20</p> <p>ISOM [4] 1/24 67/4 67/19 67/19</p> <p>issue [25] 8/16 12/6 14/1 24/14 29/12 29/16 30/13 33/14 33/21 33/25 34/4 40/19 40/21 50/3 52/10 52/15 52/24 53/9 53/11 55/7 58/6 58/25 64/11 65/12 65/14</p> <p>issues [8] 14/13 16/11 22/13 30/24 45/1 46/8 61/13 61/23</p> <p>it [149]</p> <p>it's [43] 5/4 8/12 8/25 9/23 11/3 13/9 14/3 16/12 16/12 17/21 18/18 19/5</p>	<p>19/9 19/21 19/21 21/24 22/9 22/10 23/4 23/23 23/24 24/4 29/17 31/5 32/19 35/19 36/17 37/16 39/25 43/14 44/17 45/4 45/5 45/5 45/6 45/9 47/22 47/25 48/19 59/16 61/2 61/10 62/6</p> <p>its [2] 5/24 41/23</p> <p>J</p> <p>JAMES [1] 3/4</p> <p>January [1] 39/23</p> <p>judge [42] 1/18 1/19 6/12 6/13 8/3 9/19 14/9 14/14 20/21 20/24 21/4 21/15 21/20 23/9 23/20 25/15 26/3 30/1 30/3 32/7 32/8 38/17 47/16 50/10 50/14 50/20 52/14 52/17 53/17 53/21 54/1 54/21 55/2 55/5 56/14 56/17 56/19 58/10 58/12 58/17 59/7 62/17</p> <p>Judge Bare [1] 32/8</p> <p>Judge Bayliss [7] 6/12 6/13 52/14 53/17 53/21 56/17 58/10</p> <p>Judge Bayliss's [5] 52/17 54/1 58/12 58/17 59/7</p> <p>Judge Leavitt [13] 8/3 14/9 14/14 21/4 21/15 21/20 23/9 25/15 26/3 32/7 47/16 54/21 62/17</p> <p>Judge Leavitt's [6] 23/20 50/10 50/14 50/20 55/2 55/5</p> <p>Judge Williams [2] 56/14 56/19</p> <p>judges [1] 22/3</p> <p>judgment [76]</p> <p>judgments [3] 12/19 16/10 17/11</p> <p>judicial [2] 13/21 41/19</p> <p>judicially [2] 18/4 47/15</p> <p>Julie [1] 4/22</p> <p>jury [1] 43/14</p>	<p>just [29] 5/23 10/3 10/11 11/6 12/17 12/20 18/18 21/5 22/2 22/19 23/23 27/6 29/20 35/8 35/17 40/1 43/20 47/5 47/8 55/17 61/1 62/24 63/11 63/23 63/25 64/8 64/9 65/5 65/19</p> <p>K</p> <p>keep [1] 50/2</p> <p>keeps [1] 5/2</p> <p>key [1] 8/23</p> <p>kind [3] 8/16 9/17 17/11</p> <p>know [14] 9/21 10/3 13/9 17/23 26/16 26/22 26/24 30/19 33/20 33/22 49/14 52/3 52/16 54/7</p> <p>L</p> <p>laid [1] 13/1</p> <p>Lamothe [11] 4/16 18/17 28/8 28/10 28/19 28/25 33/9 46/16 57/18 58/1 63/18</p> <p>Lamothes [2] 17/1 17/6</p> <p>land [5] 10/4 26/21 27/5 39/13 39/16</p> <p>language [10] 9/23 9/24 10/10 10/18 11/8 17/24 18/1 20/11 35/8 63/25</p> <p>LAS [5] 2/6 2/16 3/7 3/19 3/25</p> <p>last [3] 5/17 64/21 65/6</p> <p>later [3] 6/1 28/14 33/17</p> <p>law [20] 2/12 15/6 21/11 23/21 24/9 24/13 26/19 29/23 30/23 30/23 31/4 42/21 53/15 59/8 62/1 62/5 63/9 64/11 64/12 64/14</p> <p>lawsuit [10] 9/20 10/22 13/15 13/19 24/18 45/10 45/14 46/3 53/1 64/2</p> <p>leading [1] 56/10</p> <p>least [1] 64/21</p>	<p>leave [2] 42/3 59/4</p> <p>leaving [1] 41/10</p> <p>Leavitt [16] 8/3 14/9 14/14 21/4 21/15 21/20 23/9 24/23 24/24 25/15 26/3 32/7 36/2 47/16 54/21 62/17</p> <p>Leavitt's [6] 23/20 50/10 50/14 50/20 55/2 55/5</p> <p>left [1] 41/17</p> <p>legal [8] 7/2 7/9 10/6 30/24 36/21 37/17 39/4 63/1</p> <p>legally [1] 31/25</p> <p>legislature [1] 31/5</p> <p>let [5] 5/3 24/21 37/12 48/22 63/13</p> <p>let's [5] 4/14 5/12 29/25 56/1 56/1</p> <p>lien [6] 24/6 44/7 44/8 44/18 45/4 48/8</p> <p>light [3] 23/20 24/5 24/20</p> <p>like [8] 5/2 11/8 22/7 29/21 35/12 57/18 64/3 64/23</p> <p>limbed [1] 23/10</p> <p>limited [35] 8/5 8/11 8/23 8/23 8/25 12/25 14/5 14/10 15/5 15/13 20/22 21/9 21/21 22/12 23/22 23/25 24/6 24/8 24/12 25/14 31/12 32/1 32/14 34/22 35/6 38/9 40/10 47/14 47/16 50/22 53/11 54/22 61/16 62/3 62/4</p> <p>lines [1] 34/17</p> <p>lis [13] 15/22 16/5 45/2 45/3 45/3 45/15 45/16 45/18 45/19 45/21 45/25 46/5 57/2</p> <p>listening [1] 26/18</p> <p>litigation [29] 14/15 14/18 15/8 16/10 27/10 27/13 27/19 28/9 28/16 28/17 30/5 43/7 51/5 51/9 51/13 51/17 52/2 52/9 52/24 55/9 57/1</p>
---	--	---	--	---

<p>L litigation... [8] 57/3 57/5 57/6 57/23 60/16 60/18 60/22 62/16 litigations [1] 55/10 litigious [1] 13/12 little [6] 8/17 21/6 22/15 24/22 53/21 61/25 LLP [1] 3/15 LOCHER [1] 3/15 long [1] 42/11 look [23] 9/18 12/24 14/7 19/6 20/10 20/21 25/21 27/2 27/3 30/1 30/10 30/22 33/19 34/24 36/15 39/13 47/9 56/18 61/11 62/11 64/12 64/19 65/6 looked [3] 22/6 22/6 31/18 looking [2] 24/14 43/20 looks [5] 22/22 23/13 35/23 36/14 36/19 lose [1] 37/5 loser [1] 9/24 losing [18] 7/13 10/13 10/17 10/20 11/9 11/12 11/15 11/19 12/10 37/2 37/8 40/14 40/25 42/3 42/17 42/19 63/5 63/22 lost [2] 30/16 42/14 lot [6] 31/3 34/6 44/11 44/14 48/10 61/23 lots [1] 47/19 LYTLE [6] 1/12 4/8 4/24 34/2 41/12 42/16 Lytles [21] 6/6 7/16 11/15 12/11 15/10 15/22 16/15 25/17 25/24 28/21 32/11 32/14 34/20 48/6 50/8 50/15 50/17 50/25 51/4 51/19 54/18 Lytles' [4] 12/23 14/8 18/3 58/20</p>	<p>M ma'am [3] 55/14 58/4 60/25 made [16] 18/13 23/21 24/16 25/9 25/10 26/14 34/3 35/2 35/4 41/8 43/18 56/15 56/19 58/1 64/21 64/25 maintained [4] 6/22 7/16 26/1 31/10 maintaining [4] 12/11 15/11 16/18 30/20 make [18] 8/17 11/18 11/24 19/10 20/24 21/17 22/7 25/13 34/11 42/16 50/7 61/7 61/12 62/9 63/12 63/13 63/20 64/3 making [4] 10/21 22/1 34/9 43/13 mandated [1] 62/13 mandatory [4] 19/1 19/5 19/9 64/1 March [2] 13/25 47/10 MARJORIE [5] 1/9 4/7 63/14 63/14 63/15 MARTIN [1] 3/4 matter [15] 8/22 15/6 21/11 23/21 24/11 29/22 33/18 41/11 42/5 42/15 45/2 49/24 57/22 63/9 67/6 may [14] 1/21 4/1 7/14 10/14 18/20 23/11 35/18 37/3 37/3 45/21 45/25 46/17 51/1 63/6 maybe [3] 17/8 22/9 24/14 McKnight [5] 19/6 19/17 19/18 38/17 38/25 me [38] 5/3 6/9 9/22 10/18 11/1 11/17 12/23 14/17 15/1 17/5 19/8 22/5 22/13 23/24 24/4 24/21 29/16 29/25 32/23 33/22 34/10 35/1 35/14 37/12</p>	<p>38/3 39/14 39/19 48/22 56/11 58/19 58/20 58/24 59/11 59/13 61/6 61/23 61/24 63/13 mean [9] 22/14 29/13 29/15 39/7 39/15 44/5 53/20 62/10 62/17 measure [1] 59/9 meet [4] 19/11 56/13 58/6 59/2 meeting [1] 28/6 memorandum [2] 5/9 65/16 mention [4] 18/21 18/24 19/14 40/7 mentioned [2] 43/20 48/5 merely [2] 32/15 40/10 merits [3] 5/19 16/13 49/16 met [2] 13/19 56/13 million [1] 43/5 mind [5] 14/11 20/12 23/14 61/17 64/23 mine [1] 36/15 minute [2] 13/10 15/23 modified [1] 49/2 moment [1] 15/20 Monday [1] 13/8 monetary [5] 43/21 43/24 43/24 43/25 44/3 money [7] 28/20 32/3 44/11 44/14 44/17 59/12 60/20 month [1] 42/1 moot [3] 52/20 56/14 56/19 mooted [2] 53/9 54/3 more [11] 16/14 18/7 24/22 24/25 33/18 33/22 35/22 37/25 42/20 46/10 62/25 morning [6] 4/13 4/23 5/1 5/4 5/15 18/11 most [2] 43/11 62/13 motion [55] 1/16 5/5 5/6 5/8 5/8 5/13</p>	<p>5/13 5/18 6/12 6/24 16/4 17/10 17/13 19/10 19/14 19/16 19/18 20/1 33/15 38/22 41/7 41/8 45/18 46/17 46/20 46/23 48/23 48/24 50/4 52/15 52/19 52/20 53/4 55/22 56/10 56/12 56/14 56/15 56/18 57/12 57/14 57/21 58/7 58/9 58/19 58/21 59/12 59/14 59/17 59/21 60/6 61/9 65/9 65/11 65/18 motions [3] 16/9 61/11 61/18 move [2] 4/6 29/25 Mr. [15] 6/8 6/11 11/18 13/5 18/14 20/20 27/9 27/11 36/25 39/8 47/4 58/24 59/1 59/5 59/13 Mr. Connaghan [1] 13/5 Mr. Foley [6] 11/18 20/20 27/11 36/25 39/8 47/4 Mr. Foley's [2] 18/14 27/9 Mr. Haskin [2] 58/24 59/13 Mr. Haskin's [2] 59/1 59/5 Mr. Smith [2] 6/8 6/11 Mrs [1] 49/4 Ms [1] 29/8 Ms. [11] 28/8 28/8 28/10 28/10 28/19 28/19 28/25 28/25 55/18 56/5 56/11 Ms. Boulden [5] 28/8 28/10 28/19 28/25 56/5 Ms. Lamothe [4] 28/8 28/10 28/19 28/25 Ms. Wang [2] 55/18 56/11 much [4] 10/25 22/3 33/14 41/25 mutually [1] 62/8 my [83]</p>	<p>67/14 NATIONAL [1] 2/12 nature [2] 54/12 55/7 nauseam [1] 12/16 necessary [6] 17/14 55/20 60/7 60/14 60/17 60/21 need [5] 12/5 12/7 52/1 59/11 59/17 needed [1] 56/6 needs [1] 12/10 negligence [2] 43/2 43/22 neither [1] 23/3 NEVADA [23] 1/7 4/1 24/10 30/22 30/23 34/14 34/16 35/1 52/4 52/6 52/22 56/2 56/3 60/5 60/7 60/13 61/4 62/4 62/19 64/11 64/14 67/2 67/15 never [10] 28/17 28/18 29/1 40/7 40/7 42/7 49/14 58/24 59/13 60/22 nevertheless [2] 51/23 53/22 new [2] 60/10 60/18 newer [1] 6/1 next [5] 4/7 23/19 24/16 26/25 40/20 no [40] 1/1 9/19 9/19 11/23 13/7 18/24 19/14 20/14 20/16 22/25 23/2 23/4 29/4 29/14 29/17 32/2 35/20 36/7 36/10 37/24 37/25 37/25 37/25 37/25 38/8 38/11 40/11 40/18 43/25 44/12 48/19 48/21 49/16 50/8 52/1 56/16 59/22 59/24 61/6 65/24 No. [1] 47/10 No. 6 [1] 47/10 nonetheless [1] 24/15 nonsense [1] 16/1 norm [1] 11/9 not [70] note [1] 4/14</p>
--	---	--	---	--

<p>N</p> <p>notes [3] 17/21 37/9 67/8</p> <p>nothing [7] 17/9 38/19 38/25 39/2 40/8 40/9 51/18</p> <p>notice [2] 32/21 45/6</p> <p>November [1] 13/4</p> <p>now [10] 6/17 9/15 23/19 23/24 24/9 26/6 32/14 35/11 43/20 50/16</p> <p>NRED [6] 14/15 14/15 16/10 19/12 31/8 31/8</p> <p>NRS [4] 45/8 50/6 51/21 54/25</p> <p>NRS 116 [2] 45/8 54/25</p> <p>NRS 18.010 [1] 50/6</p> <p>NRS Chapter [1] 51/21</p> <p>number [8] 10/16 10/18 21/2 27/6 30/3 32/7 61/3 62/21</p> <p>NV [5] 1/24 2/6 2/16 3/7 3/19</p> <hr/> <p>O</p> <p>OAKES [1] 2/3</p> <p>objected [1] 46/23</p> <p>obtained [4] 7/18 51/16 54/20 60/11</p> <p>obviate [1] 59/11</p> <p>obviously [1] 5/17</p> <p>October [1] 12/23</p> <p>October 6 [1] 12/23</p> <p>off [5] 27/4 29/9 29/23 53/14 61/14</p> <p>offense [1] 23/2</p> <p>offer [1] 13/18</p> <p>offered [1] 13/13</p> <p>offering [1] 58/20</p> <p>office [2] 15/21 67/14</p> <p>officer [1] 48/16</p> <p>often [1] 8/12</p> <p>okay [17] 4/13 7/7 12/14 13/9 18/9 23/19 30/6 35/11 35/21 37/12 40/4 47/3 49/23 50/1 60/25 65/17 65/20</p> <p>older [1] 22/15</p>	<p>on [110]</p> <p>once [9] 4/25 11/17 11/18 39/3 41/13 41/22 49/5 49/13 62/1</p> <p>one [31] 6/19 9/3 10/16 11/6 12/4 14/13 14/15 16/24 20/21 21/2 22/1 23/4 23/12 24/25 27/6 31/15 31/16 37/7 40/24 41/3 43/11 43/15 43/20 46/10 49/23 53/2 55/17 61/3 62/21 62/25 65/6</p> <p>ones [1] 15/12</p> <p>ongoing [1] 56/8</p> <p>only [13] 9/1 13/11 16/22 19/16 20/24 26/18 41/9 49/4 50/20 51/10 51/24 54/10 61/18</p> <p>open [2] 22/12 41/11</p> <p>opening [1] 48/6</p> <p>operative [2] 19/15 23/6</p> <p>opposing [1] 38/16</p> <p>opposition [2] 46/24 56/22</p> <p>opt [6] 27/12 27/12 27/21 27/21 28/18 28/18</p> <p>opted [1] 27/9</p> <p>opting [1] 27/19</p> <p>or [73]</p> <p>oral [1] 33/25</p> <p>order [12] 14/9 16/2 16/7 21/14 23/7 34/15 46/22 50/24 52/16 53/5 56/20 57/5</p> <p>ordered [1] 31/20</p> <p>original [27] 14/19 15/3 15/11 18/18 22/19 24/25 30/2 34/21 35/5 37/22 39/20 40/7 47/11 48/8 48/9 48/11 48/12 50/6 54/13 54/17 54/20 54/21 55/4 55/8 55/8 58/14 62/16</p> <p>originally [1] 49/9</p> <p>other [16] 5/25 6/7 6/8 9/1 20/10 22/3 27/14 31/19 31/24</p>	<p>39/13 43/21 43/21 44/25 46/8 49/23 57/25</p> <p>otherwise [2] 17/7 18/6</p> <p>our [29] 4/14 7/20 7/20 9/11 20/7 21/15 26/1 31/3 32/5 32/5 34/16 36/2 40/5 40/12 41/8 41/21 46/4 46/25 47/9 48/11 48/25 52/21 56/22 57/11 57/13 57/13 57/24 59/2 65/18</p> <p>out [26] 12/17 13/1 27/9 27/12 27/12 27/19 27/21 28/19 31/22 32/15 34/2 34/13 39/18 39/23 39/25 45/12 46/13 48/15 56/1 58/8 58/20 61/2 61/10 61/15 62/6 62/14</p> <p>outcome [1] 57/6</p> <p>outset [1] 57/23</p> <p>outside [1] 31/21</p> <p>over [6] 11/16 31/6 31/11 32/4 32/11 33/25</p> <p>own [1] 56/5</p> <p>owned [1] 27/3</p> <p>owner [2] 57/4 57/4</p> <p>owners [1] 56/23</p> <hr/> <p>P</p> <p>page [3] 4/7 34/15 34/18</p> <p>page 2 [2] 34/15 34/18</p> <p>paragraph [9] 7/4 9/22 22/20 35/9 35/23 36/14 36/19 39/19 62/22</p> <p>paragraph 25 [6] 9/22 22/20 35/23 36/14 36/19 62/22</p> <p>paragraph 28 [1] 39/19</p> <p>parallels [2] 30/14 30/25</p> <p>PARKWAY [1] 3/17</p> <p>parsed [1] 46/13</p> <p>part [6] 9/11 21/25 24/7 37/12 40/13 62/13</p> <p>partial [6] 5/18</p>	<p>20/1 23/8 41/9 41/15 55/22</p> <p>participants [1] 28/22</p> <p>participate [2] 27/13 27/25</p> <p>participated [1] 60/9</p> <p>particular [1] 48/1</p> <p>parties [14] 6/20 7/13 10/13 11/9 37/2 40/16 41/24 47/2 52/14 57/19 60/2 60/7 63/5 63/12</p> <p>party [31] 6/23 7/13 9/17 9/24 10/13 10/17 10/20 10/25 11/10 11/12 11/12 11/15 11/19 12/10 37/2 40/14 40/25 42/3 42/17 42/19 42/21 43/7 49/19 51/7 52/23 52/23 53/1 55/21 63/5 63/16 63/22</p> <p>passed [1] 28/5</p> <p>pay [9] 7/13 10/13 10/20 11/22 12/10 37/2 37/6 63/5 64/1</p> <p>PC [1] 2/3</p> <p>PEGGY [4] 1/24 67/4 67/19 67/19</p> <p>pendency [1] 45/6</p> <p>pendens [13] 15/22 16/5 45/2 45/3 45/3 45/15 45/16 45/18 45/20 45/21 45/25 46/5 57/2</p> <p>pending [1] 59/18</p> <p>per [1] 27/19</p> <p>per se [1] 27/19</p> <p>perform [1] 64/8</p> <p>period [3] 18/24 25/4 25/6</p> <p>permission [1] 59/4</p> <p>permitted [1] 53/12</p> <p>perspective [2] 22/21 57/11</p> <p>phase [3] 30/5 30/6 30/7</p> <p>piggybacked [1] 53/14</p> <p>place [12] 18/12 28/14 28/23 31/6</p>	<p>31/20 32/4 46/3 50/9 60/1 60/23 64/20 67/7</p> <p>plain [1] 22/20</p> <p>plaintiff [7] 1/10 23/6 29/9 30/15 43/2 43/4 63/14</p> <p>Plaintiff's [1] 45/12</p> <p>plaintiffs [20] 4/8 4/16 4/20 20/13 22/22 22/24 23/1 25/17 27/8 30/19 42/10 43/15 44/1 46/22 50/12 50/14 51/25 53/2 55/3 58/11</p> <p>plaintiffs' [5] 5/6 5/13 20/12 23/13 33/15</p> <p>plants [1] 24/2</p> <p>play [3] 38/15 56/1 61/15</p> <p>pleadings [2] 19/15 23/6</p> <p>please [1] 4/12</p> <p>point [18] 12/17 16/25 18/7 24/5 27/8 36/12 40/1 40/1 42/18 44/15 52/5 54/4 55/11 56/16 61/2 61/10 62/6 62/14</p> <p>points [5] 14/12 18/13 46/25 47/6 55/18</p> <p>policy [1] 48/19</p> <p>poorly [1] 31/5</p> <p>posed [1] 42/13</p> <p>position [8] 7/20 12/17 20/20 34/1 40/6 53/6 55/1 59/20</p> <p>possibly [1] 30/23</p> <p>posture [2] 41/17 63/10</p> <p>potential [3] 45/10 45/14 61/14</p> <p>precedent [1] 19/12</p> <p>preclusion [2] 24/14 24/15</p> <p>preliminary [6] 33/9 33/14 33/20 48/13 48/17 48/23</p> <p>premise [1] 18/16</p> <p>prepared [1] 14/9</p> <p>presenting [1]</p>
---	--	--	---	--

<p>P</p> <p>presenting... [1] 63/8</p> <p>pretty [3] 22/3 24/9 41/25</p> <p>prevail [8] 6/23 43/8 43/9 43/15 43/16 43/22 43/22 57/9</p> <p>prevailed [7] 25/14 25/20 25/21 41/18 42/5 42/12 56/2</p> <p>prevailing [14] 6/23 9/17 9/24 10/25 11/8 11/12 42/21 43/7 49/19 52/14 52/23 53/1 63/16 63/16</p> <p>prevails [1] 43/2</p> <p>prevented [1] 45/21</p> <p>prevents [1] 48/3</p> <p>previous [1] 55/10</p> <p>previously [3] 13/5 40/24 51/8</p> <p>price [1] 49/9</p> <p>prior [12] 12/23 15/7 16/16 29/21 32/8 32/8 41/15 49/10 53/23 55/17 61/5 61/8</p> <p>probably [3] 18/12 22/10 43/11</p> <p>problems [1] 61/14</p> <p>procedural [2] 52/16 61/14</p> <p>proceeding [10] 7/3 7/9 7/15 10/6 36/21 37/4 37/18 39/5 63/1 63/7</p> <p>proceedings [5] 10/15 13/21 66/5 67/6 67/12</p> <p>process [3] 12/20 19/1 22/1</p> <p>prompted [1] 50/11</p> <p>prompting [1] 55/2</p> <p>proper [2] 54/9 63/12</p> <p>properties [1] 7/22</p> <p>property [33] 7/19 12/19 12/21 13/8 18/2 18/5 20/18 24/19 27/3 36/8</p>	<p>39/2 40/12 44/7 44/18 45/4 45/10 45/11 45/22 45/24 46/1 46/6 46/7 47/12 49/7 50/16 50/16 51/2 51/14 56/5 56/5 56/24 57/1 57/5</p> <p>proposal [1] 58/25</p> <p>proposition [1] 19/19</p> <p>prosecute [1] 28/21</p> <p>prospect [1] 49/11</p> <p>protect [1] 59/20</p> <p>provide [1] 29/23</p> <p>provided [3] 11/4 38/18 55/8</p> <p>provides [2] 7/2 62/25</p> <p>provision [16] 7/1 8/24 9/4 10/9 19/4 20/14 23/12 25/19 32/2 36/24 37/8 39/7 39/15 48/1 51/21 63/4</p> <p>provisions [7] 7/12 9/1 9/1 25/8 26/8 31/13 54/25</p> <p>punitive [4] 43/5 43/23 44/4 54/12</p> <p>purchased [1] 46/1</p> <p>purchaser [1] 56/25</p> <p>purchasers [2] 45/24 46/6</p> <p>purporting [1] 51/20</p> <p>purpose [32] 8/5 8/11 8/24 8/25 12/25 14/6 14/10 15/5 15/14 20/22 21/9 21/21 23/10 23/22 23/25 24/6 24/12 25/14 31/12 32/1 32/14 34/23 35/6 38/9 40/10 46/4 47/14 47/16 50/22 53/11 54/22 62/3</p> <p>purposes [2] 10/23 43/7</p> <p>pursuant [16] 14/22 14/23 20/5 20/22 24/24 25/1 25/2 25/8 25/23 26/5 26/7 32/12</p>	<p>38/8 45/17 47/13 48/8</p> <p>pursued [1] 42/5</p> <p>put [4] 33/16 33/16 35/12 48/23</p> <p>puts [2] 20/10 20/11</p> <p>Q</p> <p>qualified [1] 52/23</p> <p>quarrel [1] 17/23</p> <p>question [13] 9/15 11/13 14/21 19/23 23/19 24/16 26/9 26/11 26/25 38/16 42/14 44/12 53/24</p> <p>questions [1] 46/9</p> <p>quick [1] 47/5</p> <p>quiet [18] 18/22 19/20 23/16 36/8 38/18 38/21 39/1 39/1 39/3 40/9 41/2 41/10 41/16 42/14 43/10 44/1 44/6 47/23</p> <p>quirky [1] 52/16</p> <p>quite [4] 41/19 42/6 42/9 61/7</p> <p>quoted [1] 36/25</p> <p>R</p> <p>raised [1] 50/3</p> <p>rate [2] 17/3 17/4</p> <p>ratified [3] 28/11 28/23 29/5</p> <p>reach [1] 12/5</p> <p>reached [2] 45/12 58/8</p> <p>reaching [1] 58/20</p> <p>read [6] 9/22 14/12 17/21 18/19 21/5 62/24</p> <p>reading [2] 22/20 33/21</p> <p>reads [1] 20/11</p> <p>real [1] 18/2</p> <p>realize [4] 21/3 22/4 27/20 34/8</p> <p>really [20] 16/22 23/23 26/19 27/18 29/14 32/4 33/5 34/11 35/25 36/3 38/20 39/6 39/15 41/2 41/22 42/10 48/21 57/10 61/2 62/11</p> <p>reason [9] 14/20 26/16 34/7 42/24 49/1 50/8 54/5</p>	<p>59/22 59/24</p> <p>reasonable [10] 6/22 9/19 17/14 24/17 24/20 33/4 54/6 54/11 57/8 60/21</p> <p>reasonableness [1] 33/3</p> <p>reasoning [1] 26/2</p> <p>reasons [3] 9/12 16/20 34/6</p> <p>recall [2] 15/17 46/17</p> <p>recalls [2] 40/17 41/4</p> <p>recently [1] 30/12</p> <p>recites [1] 47/11</p> <p>recognize [3] 16/7 26/10 30/25</p> <p>recognized [5] 30/21 32/9 33/13 35/2 42/23</p> <p>recognizing [1] 31/23</p> <p>recollection [7] 5/5 21/24 22/10 22/14 23/24 24/22 27/10</p> <p>reconciled [1] 38/17</p> <p>reconsider [4] 41/7 41/8 46/20 46/24</p> <p>reconstruct [1] 48/22</p> <p>record [20] 4/14 7/4 9/5 15/16 20/4 34/8 34/12 35/13 36/7 45/3 50/24 51/12 51/15 53/13 61/8 61/13 61/15 62/24 64/20 67/11</p> <p>recordable [1] 7/21</p> <p>recorded [14] 12/19 13/22 15/19 15/21 15/22 20/17 26/1 29/24 45/15 45/20 45/25 47/12 47/18 50/9</p> <p>recorders' [1] 15/21</p> <p>recording [5] 46/5 48/3 50/23 51/22 58/15</p> <p>recovery [1] 18/2</p> <p>redone [1] 17/8</p> <p>reference [1] 23/5</p>	<p>referred [1] 31/8</p> <p>reflects [1] 23/9</p> <p>refresh [2] 22/10 24/21</p> <p>refuse [1] 16/7</p> <p>refused [2] 16/3 28/25</p> <p>regard [4] 10/19 14/14 54/1 62/21</p> <p>regarding [4] 15/22 26/14 48/1 61/13</p> <p>regular [1] 8/4</p> <p>relate [1] 62/23</p> <p>related [1] 13/6</p> <p>relates [5] 9/17 19/12 35/9 64/2 64/11</p> <p>release [2] 15/20 44/16</p> <p>released [2] 44/22 45/16</p> <p>releasing [1] 15/23</p> <p>relied [1] 9/4</p> <p>relief [15] 18/23 25/18 25/25 36/9 38/21 40/8 41/1 43/16 44/2 47/24 48/1 48/2 48/20 48/25 52/18</p> <p>rely [5] 18/6 22/2 46/9 51/20 51/22</p> <p>relying [1] 21/9</p> <p>remainder [1] 18/6</p> <p>remaining [1] 5/22</p> <p>remains [1] 40/6</p> <p>remarks [1] 50/7</p> <p>remedies [1] 32/15</p> <p>remedy [1] 31/22</p> <p>remember [7] 8/7 8/9 8/16 23/23 39/11 48/15 61/5</p> <p>rendered [2] 51/19 54/2</p> <p>repeated [2] 13/5 47/21</p> <p>reported [2] 1/24 4/11</p> <p>REPORTER [1] 67/4</p> <p>REPORTER'S [2] 1/15 66/8</p> <p>represent [1] 6/10</p> <p>representation [1] 59/2</p> <p>represented [1]</p>
---	---	---	--	---

<p>R represented... [1] 6/7 reputation [1] 64/12 request [1] 45/15 required [3] 34/4 62/13 64/13 requirement [1] 45/9 requires [1] 31/12 reservation [1] 28/13 reserve [1] 31/25 reserves [1] 32/3 resolve [1] 6/3 resolved [2] 5/24 13/8 resources [1] 41/20 respect [30] 16/8 16/18 16/21 17/24 21/12 21/15 21/23 24/22 28/16 30/13 30/23 31/4 31/14 40/13 40/24 41/16 44/1 44/19 44/25 46/8 46/11 46/25 51/15 55/5 55/19 56/8 57/21 58/1 59/2 60/10 respectfully [1] 53/16 responded [1] 58/24 response [2] 13/6 13/16 rest [1] 58/2 restrain [15] 7/10 9/10 10/7 20/8 20/13 20/15 23/1 36/22 38/1 38/5 38/14 39/5 54/17 55/3 63/2 restraining [1] 38/7 restrictions [7] 7/12 10/9 15/4 26/21 36/24 39/21 63/4 result [4] 21/10 44/6 45/23 62/4 resulted [4] 44/15 45/8 50/12 52/17 resulting [1] 30/4 retax [3] 5/8 65/9 65/11 review [5] 20/25</p>	<p>21/18 22/17 61/24 64/8 reviewed [5] 21/1 21/25 23/11 24/13 61/4 reviewing [1] 62/13 revisit [2] 21/14 55/7 RHASKIN [1] 3/22 RICHARD [2] 3/16 4/24 rid [1] 16/1 right [43] 4/6 4/13 4/25 8/8 8/14 8/18 9/7 9/25 10/1 10/2 10/20 11/5 14/15 18/2 20/4 20/6 21/4 22/18 24/2 24/11 27/17 27/22 29/3 30/3 34/10 35/4 36/7 36/10 38/1 38/8 38/11 39/1 40/11 42/2 43/9 44/13 44/21 49/24 51/12 51/14 61/19 62/2 64/1 rights [1] 62/4 RMR [2] 1/24 67/19 Robert [1] 5/7 robot [1] 22/7 Rosemere [3] 51/13 51/16 54/19 Rosenberg [1] 30/11 routine [3] 61/20 61/23 64/8 Rs [88] rule [2] 27/20 63/9 ruled [2] 25/15 49/13 ruling [11] 19/19 22/4 23/9 23/20 24/5 24/23 25/3 25/9 32/8 32/9 45/17 run [2] 26/21 27/5 runs [3] 10/4 39/12 39/15</p>	<p>36/7 48/17 48/19 49/4 53/22 56/3 56/11 56/14 56/14 56/18 58/12 67/7 sale [2] 6/6 45/21 sales [1] 49/9 same [11] 6/8 6/20 16/12 16/13 25/20 25/24 26/2 26/8 32/16 32/16 32/16 Sandoval [1] 4/21 sat [1] 33/24 saw [1] 61/20 say [17] 11/6 12/5 12/7 12/8 21/6 26/17 27/2 35/4 37/15 40/10 42/25 53/1 54/6 56/1 59/16 60/1 64/22 saying [12] 21/24 25/11 30/1 30/1 30/3 52/20 53/15 58/14 59/6 59/8 61/17 65/3 says [17] 8/25 9/5 10/1 10/5 10/12 10/20 11/22 15/15 36/20 36/20 37/5 37/17 37/20 37/25 38/1 39/12 63/25 scenario [1] 22/11 scheme [1] 24/20 scope [3] 52/2 52/9 60/15 scratch [1] 17/10 scrivener's [1] 41/5 se [1] 27/19 second [3] 18/20 23/7 40/13 Secondly [2] 61/10 64/7 see [5] 5/3 5/3 8/12 17/2 17/2 seek [4] 32/15 50/5 55/3 65/18 seeking [16] 20/14 20/15 22/23 22/24 23/1 23/15 35/24 35/25 36/8 36/9 37/21 37/22 38/12 38/13 38/14 53/8 seems [4] 5/2 9/22 35/1 39/14 sell [5] 5/23 12/21 13/21 15/24 49/6 selling [1] 6/4 SENET [1] 3/15</p>	<p>sense [1] 48/21 separate [1] 54/8 September [1] 4/21 serves [1] 35/13 set [1] 15/4 settle [3] 5/9 13/14 13/17 settled [1] 13/16 seven [1] 25/6 seven-year [1] 25/6 several [2] 31/22 56/9 shall [7] 7/13 10/13 10/20 11/22 37/2 63/5 63/25 she [9] 14/17 23/21 25/1 25/2 25/3 25/4 25/9 25/10 56/6 short [1] 17/12 SHORTHAND [1] 67/4 should [9] 19/11 25/18 25/24 50/8 51/6 57/15 57/20 60/12 60/22 side [3] 4/10 5/25 34/11 sides [1] 8/2 sign [8] 27/4 28/7 28/9 28/14 28/15 29/1 29/3 29/23 signed [3] 23/8 29/9 29/18 significant [8] 34/8 34/12 43/10 43/11 43/24 44/7 44/20 52/24 similar [2] 6/12 30/17 Similarly [1] 48/5 simple [2] 42/25 57/10 simply [3] 23/13 49/12 59/6 since [1] 5/23 sir [7] 18/9 47/3 55/15 58/3 63/23 64/23 65/3 six [3] 31/11 32/11 32/11 slander [17] 5/21 5/24 18/23 23/17 41/3 41/10 41/12 41/17 42/6 42/9 42/12 42/15 44/3</p>	<p>47/22 49/3 49/5 49/19 slightly [3] 9/23 10/19 10/21 SMITH [4] 3/5 4/19 6/8 6/11 so [72] sold [4] 6/5 51/2 55/23 56/6 some [16] 16/10 16/24 17/8 18/13 18/14 19/3 20/14 21/7 23/1 27/24 33/17 44/25 45/13 48/25 52/25 55/18 somebody [1] 38/5 somehow [2] 32/2 49/18 someone [1] 11/7 something [1] 61/20 sometimes [1] 61/24 somewhat [2] 8/13 14/13 sorry [5] 24/18 25/5 30/7 63/14 63/23 sought [5] 37/14 51/21 52/19 52/25 59/5 spare [1] 58/2 speaking [1] 42/4 specific [2] 54/1 64/11 specifically [6] 8/11 23/25 24/1 27/9 43/19 62/23 spend [1] 59/11 spending [1] 18/7 spent [1] 60/20 spirit [1] 16/2 split [1] 47/1 Spoke [1] 15/25 standard [1] 11/1 standpoint [2] 24/15 35/24 stands [1] 19/19 start [5] 5/12 18/12 18/16 37/12 60/9 started [4] 5/17 17/1 17/10 48/15 starts [1] 13/24 state [4] 20/12 23/13 67/2 67/14 stated [2] 52/22 53/9</p>
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<p>S</p> <p>stating [1] 50/14 statute [5] 31/5 31/6 32/4 32/16 63/17 statutes [3] 14/4 31/19 31/23 statutory [3] 24/20 31/22 62/4 stemmed [1] 62/16 STENOTYPE [2] 67/5 67/8 step [1] 26/12 still [4] 15/24 16/12 16/12 43/23 stipulated [3] 40/16 41/24 42/17 stipulation [2] 58/16 59/6 stop [4] 12/3 12/4 38/14 50/17 straight [1] 21/22 straightforward [1] 62/2 STREET [1] 2/5 strictly [1] 14/10 strike [1] 17/11 striking [1] 48/18 struck [1] 16/5 subject [1] 33/23 subjective [1] 36/15 submit [4] 54/15 55/12 59/3 59/4 submitted [2] 33/11 33/11 SUBSCRIBED [1] 67/13 subsection [3] 9/3 47/17 50/6 subsequent [5] 45/24 46/5 53/24 56/23 56/25 substantial [2] 33/18 34/5 succeeds [1] 52/24 successful [1] 21/15 such [13] 7/13 7/14 10/14 10/15 19/14 19/16 34/3 37/3 37/4 38/9 63/6 63/7 63/8 sued [1] 6/6 suffice [1] 48/18 sufficient [1] 16/14</p>	<p>suggestion [1] 22/16 suit [2] 6/21 25/13 SUITE [1] 3/18 summarily [1] 16/5 summary [45] 5/19 6/12 11/14 14/1 15/18 16/9 17/13 20/1 23/8 30/15 33/16 34/19 41/5 41/6 41/8 41/9 41/15 46/22 48/7 48/24 49/6 50/13 50/19 52/15 52/19 53/5 55/22 56/10 56/12 56/16 56/18 57/13 58/7 58/9 58/10 58/18 58/19 58/21 59/12 59/14 59/21 61/3 61/8 61/11 61/17 SUPERVISION [1] 67/9 support [3] 27/14 28/1 29/11 supported [1] 28/12 supposed [1] 32/3 Supreme [25] 6/16 11/14 19/7 19/19 21/16 24/10 30/12 30/18 30/21 34/14 34/16 35/2 41/14 41/22 49/13 52/4 52/6 52/22 56/2 56/3 60/5 60/7 60/13 61/4 62/19 sure [9] 8/17 25/13 34/12 61/7 61/12 63/12 63/13 63/20 65/2</p> <p>T</p> <p>take [9] 13/10 13/18 22/20 26/12 31/20 33/7 46/9 61/13 61/15 taken [1] 20/20 taking [2] 5/16 55/20 talk [2] 9/24 10/17 talked [2] 9/18 48/16 talking [2] 29/8 36/3 tell [6] 11/17 19/8 22/13 29/25 63/24 65/5</p>	<p>telling [2] 48/16 64/24 term [1] 53/2 terms [2] 54/19 54/21 testimony [1] 27/24 than [4] 10/19 16/14 37/25 42/20 thank [12] 18/9 18/10 47/3 55/13 55/14 58/2 58/3 60/24 60/25 65/22 65/25 66/2 that [344] that's [61] 4/20 5/10 5/11 7/4 10/1 10/10 10/21 13/24 15/9 15/9 15/14 16/11 17/4 18/23 18/25 21/4 21/8 21/22 23/17 23/18 27/10 27/18 28/1 28/3 28/4 28/13 29/6 29/7 29/12 29/16 29/22 32/19 33/4 33/4 34/5 34/11 35/11 35/21 36/5 36/5 37/20 38/13 38/14 38/20 39/6 39/7 39/7 39/23 40/4 40/11 40/18 44/11 47/20 49/22 49/25 57/7 60/2 62/14 64/5 64/19 65/25 their [33] 6/5 9/10 12/19 12/21 15/14 15/24 16/9 16/18 16/19 18/5 18/19 18/19 19/15 20/18 28/11 34/2 36/14 39/2 40/6 42/14 42/15 46/24 48/6 48/10 51/10 51/23 51/24 53/8 54/3 55/1 55/3 56/10 57/19 Theirs [1] 37/13 them [22] 6/6 6/9 6/10 9/3 13/6 13/23 14/23 17/14 26/6 28/7 28/12 43/16 45/19 45/24 46/3 48/3 55/4 57/14 59/24 60/7 61/15 63/20 then [17] 6/6 6/11</p>	<p>13/1 13/2 13/4 13/11 13/15 15/15 15/17 17/7 17/11 18/14 21/1 42/13 52/9 55/23 60/16 theoretically [2] 31/16 32/13 theory [1] 42/10 there [40] 9/23 10/24 13/2 16/10 16/14 16/21 16/24 17/23 18/20 18/22 18/24 21/3 23/4 24/17 27/18 30/25 31/6 32/3 33/3 35/22 38/11 40/14 42/7 43/21 43/25 46/6 46/21 47/11 49/4 49/8 50/7 50/18 52/1 57/1 57/20 59/18 59/22 59/24 61/23 64/5 there's [29] 6/19 8/24 9/19 9/19 9/21 9/22 11/10 11/13 11/19 11/20 16/11 16/23 16/25 18/21 19/14 31/24 32/2 34/6 43/18 44/12 45/9 48/21 49/14 49/14 56/16 61/6 62/4 62/20 65/10 Thereafter [3] 50/25 54/24 67/7 therefore [1] 7/25 thereof [4] 7/12 10/9 36/24 63/5 thereto [1] 18/2 therewith [1] 58/23 these [8] 11/3 11/16 15/20 16/1 22/13 23/5 48/4 48/18 they [148] they're [5] 17/3 17/25 43/4 63/16 63/17 thing [7] 14/6 16/22 23/7 35/3 36/18 38/9 46/10 things [17] 12/18 16/23 17/8 21/2 22/1 23/3 23/4 23/5 24/25 25/3 37/7 39/11 41/1 41/1 58/22 62/20 64/13 think [73]</p>	<p>thinker [1] 22/4 thinking [1] 35/13 third [2] 41/3 51/7 third-party [1] 51/7 this [192] those [16] 9/12 14/23 16/20 23/3 27/4 32/16 43/19 46/14 46/24 47/13 47/21 53/13 54/7 56/11 57/15 64/13 though [5] 26/11 37/15 44/21 47/25 59/21 thought [6] 16/23 26/17 27/7 27/24 61/6 62/2 thousand [1] 44/10 threat [1] 18/4 three [7] 24/25 30/5 30/6 30/7 31/8 41/1 43/15 through [9] 12/15 14/5 16/9 19/1 19/4 42/8 47/10 51/5 58/16 throughout [1] 16/15 thrust [2] 56/22 62/15 THURSDAY [2] 1/21 4/1 time [20] 5/17 16/25 17/2 18/8 25/6 25/17 31/3 35/19 39/22 43/17 51/10 52/1 53/20 58/2 59/18 60/3 60/13 62/25 65/6 67/7 times [1] 24/11 timing [2] 53/21 54/11 TIMOTHY [1] 1/18 title [41] 5/21 5/24 12/22 13/7 18/22 18/23 19/20 23/16 23/17 36/9 38/18 38/21 39/1 39/3 40/9 41/2 41/3 41/10 41/11 41/12 41/16 41/17 42/6 42/9 42/12 42/14 42/15 43/11 44/1 44/3 44/6 45/6 47/22 47/23 48/16</p>
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<p>T title... [6] 48/19 49/1 49/3 49/5 49/20 57/4 titles [1] 39/1 today [2] 29/16 39/19 together [1] 41/2 told [2] 6/9 48/21 too [4] 9/21 21/5 27/7 62/6 took [4] 28/23 33/19 52/15 67/5 tort [3] 43/1 43/3 61/22 tort-based [2] 43/1 61/22 torts [1] 43/6 total [3] 17/15 17/15 46/14 totaled [1] 46/24 TRANSCRIBED [1] 67/8 TRANSCRIPT [2] 1/15 67/10 traversing [1] 40/20 tremendous [1] 44/23 trial [9] 22/3 41/13 42/1 42/1 42/5 43/2 49/11 57/22 59/19 trials [1] 43/14 Trudi [1] 4/8 TRUE [1] 67/10 truly [1] 62/12 trust [14] 1/9 1/12 4/8 4/21 4/21 4/21 4/24 6/7 30/11 34/2 41/12 42/16 63/15 63/18 Trustee [1] 63/15 Trusts [1] 4/16 try [1] 41/17 trying [9] 12/21 16/3 23/14 23/15 30/22 30/22 32/15 39/18 39/23 turned [1] 17/12 TURNER [1] 3/15 two [17] 6/19 6/20 9/12 10/18 11/3 11/11 14/15 16/10 30/3 32/7 37/7 39/11 41/1 43/15 54/8 60/22 62/20 two-year [1] 60/22 TYPEWRITING [1]</p>	<p>67/8 U ultimate [2] 21/16 45/21 ultimately [21] 21/1 21/3 25/4 25/14 28/13 29/4 30/16 31/18 32/18 35/10 40/15 41/24 42/2 43/12 44/5 45/16 50/12 55/23 56/17 57/9 62/5 unchanged [1] 40/6 uncommon [1] 43/14 under [35] 6/18 6/19 6/24 7/16 7/21 7/22 8/2 8/23 8/23 9/14 11/4 12/10 15/6 19/17 19/22 26/2 31/17 32/16 34/22 35/6 38/5 38/25 39/4 39/19 42/21 45/8 47/14 47/17 48/9 61/16 61/18 62/4 63/17 64/14 67/9 underlying [5] 8/4 14/7 15/10 26/3 28/9 understand [15] 9/20 12/13 19/8 20/19 21/23 24/13 26/19 27/5 32/25 34/24 36/2 40/2 40/18 44/15 65/3 understanding [1] 22/11 uninvolved [1] 51/8 unique [1] 8/13 unit [1] 25/7 unless [1] 29/18 unnecessarily [2] 52/10 60/16 unnecessary [1] 60/11 unreasonable [14] 9/20 10/24 11/21 12/11 16/17 16/24 30/5 30/10 32/19 34/1 52/12 57/15 64/5 65/1 unreasonableness [3] 12/5 12/8 12/16 unreasonably [1]</p>	<p>16/17 up [15] 4/7 5/20 6/15 13/13 14/12 14/20 19/10 22/5 37/1 39/8 49/18 52/15 55/11 56/10 58/6 upon [14] 6/5 14/18 19/24 21/9 22/2 35/8 50/10 50/14 50/20 51/21 58/12 63/10 63/21 64/10 urguing [2] 57/13 57/13 us [8] 13/10 15/16 41/21 42/3 42/16 55/20 59/22 60/16 use [1] 54/8 using [1] 11/8 utterly [1] 59/16 V VEGAS [5] 2/6 2/16 3/7 3/19 4/1 versus [1] 4/8 very [14] 8/12 8/15 8/19 22/11 27/7 27/7 30/13 30/19 31/4 31/5 35/14 39/14 61/11 61/16 vexatious [1] 64/23 vigorous [1] 22/13 VILLAGE [1] 2/14 violated [1] 16/2 violating [1] 55/4 violation [9] 7/10 9/11 10/7 20/8 20/13 20/16 36/22 39/6 54/17 violations [1] 63/3 vis [2] 26/22 26/22 vis-à-vis [1] 26/22 voluntarily [1] 28/20 votes [1] 29/2 W wade [1] 14/5 waited [1] 60/13 WANG [4] 2/13 4/17 55/18 56/11 want [19] 4/10 9/16 10/11 12/17 13/1 27/3 27/12 27/25 33/22 34/10 50/7 54/4 61/12</p>	<p>61/13 61/15 63/11 63/19 63/24 65/5 wanted [3] 8/17 33/17 61/7 was [151] wasn't [11] 14/14 22/11 22/16 24/8 26/13 26/13 27/19 30/2 38/10 46/12 61/20 waste [1] 41/19 way [6] 20/24 26/18 33/22 48/25 53/9 53/17 we [106] we'll [5] 10/17 13/8 13/10 37/11 57/25 we're [7] 4/6 9/13 13/9 26/6 36/8 36/9 48/2 we've [2] 13/22 40/23 well [20] 11/23 14/11 16/23 19/8 21/6 24/21 29/15 29/15 32/21 34/6 35/14 37/23 41/1 50/6 53/16 55/10 58/17 59/7 65/10 65/15 went [4] 6/15 21/22 49/10 55/1 were [78] weren't [7] 20/15 20/16 22/25 23/2 23/16 23/16 57/7 WES [1] 3/10 WESLEY [2] 3/5 4/19 what [62] 5/3 10/1 10/16 10/16 12/24 13/5 14/25 15/2 15/10 17/17 19/24 21/8 21/23 22/2 22/22 23/14 23/14 25/4 28/4 28/4 29/22 30/21 32/4 32/5 33/20 34/5 34/10 34/11 34/13 34/16 35/12 35/15 35/24 36/3 36/5 36/5 36/20 36/25 37/20 38/5 38/13 38/14 38/20 39/6 39/23 41/5 44/8 48/14 50/16 51/16 51/19 52/8 53/7</p>	<p>54/4 54/11 54/12 62/18 62/19 64/7 65/3 65/11 65/12 what's [2] 39/18 64/15 whatever [2] 10/23 22/8 when [18] 9/22 12/18 14/7 21/1 24/13 25/25 25/25 26/20 27/15 30/10 35/2 36/6 36/25 52/14 59/13 59/14 61/5 61/11 where [7] 14/8 21/22 22/11 23/21 31/8 43/14 61/18 Whereas [1] 44/2 whereby [1] 47/18 WHEREOF [1] 67/13 whether [11] 10/22 10/23 11/20 17/24 19/10 54/13 54/14 57/1 64/2 64/4 64/25 which [28] 5/24 7/1 7/2 9/4 11/9 13/13 15/14 15/18 16/4 27/1 32/13 33/22 38/18 39/9 41/2 41/17 41/21 42/2 42/6 42/18 46/18 50/12 51/6 52/24 53/24 54/3 57/19 59/5 while [2] 22/9 49/17 who [1] 48/6 who's [2] 10/25 37/13 whole [1] 12/25 wholeheartedly [1] 59/22 why [12] 14/20 14/23 26/17 28/13 36/10 36/13 39/7 39/18 42/24 43/12 53/25 57/7 will [10] 9/8 13/19 35/22 48/18 48/19 48/25 59/3 64/10 64/12 64/12 WILLIAMS [3] 1/18 56/14 56/19 willing [2] 28/22 41/20 winners [1] 63/17</p>
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<p>W</p> <p>withdrawn [2] 33/15 46/18</p> <p>within [3] 9/1 9/2 15/23</p> <p>without [6] 6/22 26/25 39/8 50/16 54/6 57/8</p> <p>WITNESS [1] 67/13</p> <p>won [2] 15/12 42/14</p> <p>wondering [1] 14/21</p> <p>words [2] 20/10 43/22</p> <p>work [2] 9/9 57/19</p> <p>worse [1] 54/7</p> <p>would [39] 18/16 19/4 19/9 19/17 19/17 21/10 24/19 25/19 25/22 29/1 29/19 29/23 29/23 29/24 30/25 34/3 35/8 35/10 38/17 38/23 38/24 39/19 41/13 41/18 41/18 42/7 42/10 42/11 42/13 44/20 44/22 44/23 44/24 45/13 46/10 55/12 59/3 59/3 63/23</p> <p>wouldn't [8] 13/17 13/18 14/23 29/2 43/4 43/6 43/12 46/1</p> <p>wrong [3] 11/18 13/10 22/14</p> <p>wrongful [3] 50/23 51/24 58/15</p> <p>wrongfully [1] 50/15</p> <p>wrote [2] 13/4 15/25</p> <hr/> <p>Y</p> <p>yeah [8] 21/8 22/6 30/9 33/2 40/3 40/5 40/22 43/5</p> <p>year [2] 25/6 60/22</p> <p>years [3] 31/11 32/11 32/11</p> <p>yes [17] 4/12 7/7 8/21 8/22 14/16 20/2 24/3 30/8 49/25 55/6 55/8 58/5 59/19 61/19 63/19 65/4 65/8</p>	<p>you [93]</p> <p>you'll [3] 15/17 17/2 17/2</p> <p>you're [10] 11/11 11/12 15/1 21/24 30/1 30/1 30/3 32/2 43/20 57/2</p> <p>you've [2] 12/24 16/1</p> <p>your [143]</p> <p>Yvonne [1] 5/7</p> <hr/> <p>Z</p> <p>Zobrist [1] 4/21</p> <p>Zobrists [2] 6/7 16/8</p>			
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A-16-747800-C

eFile.

KEVIN B. CHRISTENSEN
EVAN L. JAMES *†
DARYL E. MARTIN
WESLEY J. SMITH *†

LAURA J. WOLFF *
KEVIN B. ARCHIBALD

* ALSO LICENSED IN UTAH
† ALSO LICENSED IN WASHINGTON



CHRISTENSEN JAMES & MARTIN CHTD.
ATTORNEYS AT LAW

7440 W. SAHARA AVENUE
LAS VEGAS, NEVADA 89117
TEL 702 255 1718
FAX 702 255 0871
WWW.CJMLV.COM

Writer's Email: wes@cjmlv.com

VIA FIRST CLASS MAIL & EMAIL

December 10, 2018

Richard E. Haskin, Esq.
Gibbs Giden Locher Turner Senet & Wittbrodt LLP
1140 N. Town Center Dr., Suite 300
Las Vegas, NV 89144-0596
rhaskin@gibbsgiden.com

Re: *September Trust et al v. Trudi Lee Lytle et al.*, Case No. A-17-765372-C
Demand to Cease and Desist Litigation

Dear Richard:

As we discussed last week, the Nevada Supreme Court issued an Order in your appeal *Trudi Lee Lytle v. Marjorie B. Boulden*, Case No. 73039, affirming the decision of the District Court in Case No. A-16-747800-C. The Order specifically addresses and rejects all of the substantive arguments that your clients advanced in support of their belief that it was appropriate to record the NRED 1 Judgment against the individual properties within the subdivision. While the Order does not directly address my clients or the NRED 2 or NRED 3 Judgments that are also at issue in Case No. 76198, the facts and circumstances are so closely related that the reasoning and law applied by the Nevada Supreme Court will dictate the outcome of that Appeal.

I understand that you believe that your client could continue to pursue the Appeal on two grounds. First, you argue that the District Court granted judgment inappropriately under the law of the case doctrine. Second, you believe that there is a factual distinction regarding the NRED 2 case that warrants a different outcome as to that Judgment. Neither of these arguments provides a reasonable basis on which to continue to pursue this Appeal.

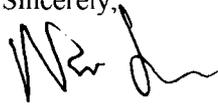
As to the law of the case doctrine, Judge Bailus' decision not to enter an order contrary to the Judge Williams' Order already entered in the consolidated case was entirely proper and within his discretion. Moreover, even if you could convince the Supreme Court to reverse Judge Bailus on that ground, it would accomplish nothing. The underlying substantive ruling has been affirmed by the Nevada Supreme Court, meaning that any Court that reviews the substance will follow the Nevada Supreme Court's Order as binding precedent.

As to the NRED 2 litigation, the actual language of the NRED 2 Judgment, which you drafted, directly contradicts your alleged factual distinction by expressly finding that the Amended CC&Rs were void ab initio. Further, even if the stipulation were still valid after the judgment, the stipulation between the Association and the

Lytles for the limited purposes of one aspect of that case cannot be used against non-parties. Thus, your distinction will make no difference to the outcome of the case.

Therefore, considering that continued pursuit of the Appeal is both fruitless and groundless, I am requesting that we enter into a stipulation acknowledging that the Order is binding precedent and applies equally to the NRED 1, NRED 2, and NRED 3 Judgments and disposing of the Appeal with prejudice. Please be advised that if you continue to pursue the Appeal, my clients will seek to recover all attorney's fees and costs incurred as allowed by law, including NRAP 38.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wesley J. Smith', written in a cursive style.

Wesley J. Smith, Esq.