

IN THE SUPREME COURT OF THE STATE OF NEVADA

DERRICK POOLE,

Appellant,

Supreme Court Case No: 74808

v

District Court Case No.:
A-16-737120-C

NEVADA AUTO DEALERSHIP
INVESTMENTS LLC a Nevada
Limited Liability Company d/b/a
SAHARA CHRYSLER, JEEP,
DODGE, and COREPOINTE
INSURANCE COMPANY,

Respondents,

Appeal from the Eighth Judicial District Court, Clark County.
The Honorable Nancy Alff, District Court Judge

APPELLANT'S APPENDIX VOLUME 4

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Appendix Alphabetical Index

Vol.	Date	Description	Page Numbers
5	12/23/17	Case Appeal Statement	1012-1050
1	5/22/16	Complaint for Damages and Equitable and Declaratory Relief and Demand for Jury Trial	001-015
4	11/12/17	Decision and Order Granting Defendants' Motion For Summary Judgment	845-848
1	8/16/17	Defendants' Nevada Auto Dealership Investments LLC D/B/A Sahara Chrysler Jeep, Dodge and Corepoint Insurance Co's Answer to First Amended Complaint	034-047
1	10/2/17	Defendants' Nevada Auto Dealership Investments LLC's and Corepoint Insurance Company's Motion For Summary Judgment	048-225
3	11/3/17	Defendants' Motion to Strike Fugitive Documents Filed by Plaintiff on Order Shortening Time	644-750
4	11/3/17	Defendants' Motion to Strike Declaration of Rocco Avellini Attached to Plaintiff's Opposition on Order Shortening Time	751-783
5	12/19/17	Defendant's Nevada Auto Dealership Investment LLC's Motion for Attorney's Fees and Costs	869-1008
6	1/25/18	Defendant Nevada Auto Dealership Investments LLC's Reply in Support of Motion for Attorney's Fees and Costs	1322-1393
1	5/15/17	First Amended Complaint for Damages and Equitable and Declaratory Relief and Demand for Jury Trial	016-033
7	3/28/18	Judgment	1404-1405
4	12/8/17	Motion to Retax and Settle Costs	855-865
5	12/23/17	Notice of Appeal	1009-1011
4	12/1/17	Notice of Entry of Decision and Order Granting Defendants' Motion for Summary Judgment	849-854
7	3/28/18	Notice of Entry of Judgment	1406-1409
6-7	3/20/18	Notice of Entry of Order (On Defendants' Motion For Attorney's Fees and Costs and Plaintiff's Motion to Retax and Settle Costs	1398-1403
3	10/22/17	Notice of Errata on Plaintiff's Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for Summary Judgment	639-643

4	12/9/17	Order Denying Defendant Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler Jeep Dodge Ram's Motion to Strike Fugitive Documents and Motion to Strike the Declaration of Rocco Avillini Attached to Plaintiff's Opposition to Defendants' Motion for Summary Judgment	866-868
6	3/9/18	Order Granting, in Part, Defendants' Motion for Fees and Costs and Order Granting, in Part, Plaintiff's Motion to Retax Costs	1394-1397
2-3	10/21/17	Plaintiff's Exhibits in Support of Plaintiff's Opposition to Defendants' Motion for Summary Judgment	339-638
1-2	10/20/17	Plaintiff's Opposition to Defendant Sahara Motion For Summary Judgment	226-303
4	11/6/17	Plaintiff's Opposition to Defendants' Motion to Strike Fugitive Documents on OST	784-789
4	11/6/17	Plaintiff's Opposition to Defendants' Motion To Strike Declaration of Rocco Avillini in Support Of Plaintiff's Opposition to Defendants' Motion For Summary Judgment	790-844
5-6	1/15/18	Plaintiff's Opposition to Defendants' Motion for Attorney's Fees and Costs	1120-1321
2	10/20/17	Plaintiff's Response to Defendants Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for Summary Judgment	304-310
2	10/21/17	Plaintiff's Separate Statement of Undisputed Material Facts in Support of Plaintiff's Opposition To Defendants' Motion for Summary Judgment	311-338
5	12/28/17	Transcript of Proceedings (Defendants' Motion for MSJ and Motions to Strike)	1051-1119

Appendix Chronological Index

Vol.	Date	Description	Page Numbers
1	5/22/16	Complaint for Damages and Equitable and Declaratory Relief and Demand for Jury Trial	001-015
1	5/15/17	First Amended Complaint for Damages and Equitable and Declaratory a Demand for Jury Trial	016-033
1	8/16/17	Defendant Nevada Auto Dealership Investments LLC D/B/A Sahara Chrysler Jeep, Dodge and Corepoint Insurance Co's Answer to First Amended Complaint	034-047
1	10/2/17	Defendants Nevada Auto Dealership Investments LLC's and Corepoint Insurance Company's Motion For Summary Judgment	048-225
1-2	10/20/17	Plaintiff's Opposition to Defendant Sahara Motion For Summary Judgment	226-303
2	10/20/17	Plaintiff's Response to Defendants Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for Summary Judgment	304-310
2	10/21/17	Plaintiff's Separate Statement of Undisputed Material Facts in Support of Plaintiff's Opposition To Defendants' Motion for Summary Judgment	311-338
2-3	10/21/17	Plaintiff's Exhibits in Support of Plaintiff's Opposition to Defendants' Motion for Summary Judgment	339-638
3	10/22/17	Notice of Errata on Plaintiff's Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for Summary Judgment	639-643
3	11/3/17	Defendants' Motion to Strike Fugitive Documents Filed by Plaintiff on Order Shortening Time	644-750
4	11/3/17	Defendants' Motion to Strike Declaration of Rocco Avellini Attached to Plaintiff's Opposition on Order Shortening Time	751-783
4	11/6/17	Plaintiff's Opposition to Defendants' Motion to Strike Fugitive Documents on OST	784-789
4	11/6/17	Plaintiff's Opposition to Defendants' Motion To Strike Declaration of Rocco Avellini in Support Of Plaintiff's Opposition to Defendants' Motion For Summary Judgment	790-844

4	11/12/17	Decision and Order Granting Defendants' Motion For Summary Judgment	845-848
4	12/1/17	Notice of Entry of Decision and Order Granting Defendants' Motion for Summary Judgment	849-854
4	12/8/17	Motion to Retax and Settle Costs	855-865
4	12/9/17	Order Denying Defendant Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler Jeep Dodge Ram's Motion to Strike Fugitive Documents and Motion to Strike the Declaration of Rocco Avillini Attached to Plaintiff's Opposition to Defendants' Motion for Summary Judgment	866-868
4-5	12/19/17	Defendant Nevada Auto Dealership Investment LLC's Motion for Attorney's Fees and Costs	869-1008
5	12/23/17	Notice of Appeal	1009-1011
5	12/23/17	Case Appeal Statement	1012-1050
5	12/28/17	Transcript of Proceedings (Defendants' Motion for MSJ and Motions to Strike)	1051-1119
5-6	1/15/18	Plaintiff's Opposition to Defendants' Motion for Attorney's Fees and Costs	1120-1321
6	1/25/18	Defendant Nevada Auto Dealership Investments LLC's Reply in Support of Motion for Attorney's Fees and Costs	1322-1393
6	3/9/18	Order Granting, in Part, Defendants' Motion for Fees and Costs and Order Granting, in Part, Plaintiff's Motion to Retax Costs	1394-1397
6-7	3/20/18	Notice of Entry of Order (On Defendants' Motion For Attorney's Fees and Costs and Plaintiff's Motion to Retax and Settle Costs	1398-1403
7	3/28/18	Judgment	1404-1405
7	3/28/18	Notice of Entry of Judgment	1406-1409

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
03/04/08	GE201065, GE201067RO1	Deposition	Appearing for the insured, James Jestes; Robert Green of Ring and Green	In the matter of National General Insurance Company v. Empire Southwest, LLC, individual and dba Empire Power Systems, and DOES 1 through 100 inclusive.
04/10/08	0208R13	Deposition	Appearing for the claimant, Kimberly Kramer. Susan Green, Esq., Lemon Law Associates of California Appearing for ESURANCE and Michael Le	In the matter of Kimberly Kramer v. Toyota Sales, U.S.A. California State Superior Court, County of Orange, Case No.: 07CC08668
05/19/08	IG33446	Deposition	Appearing for ESURANCE and Michael Le Appearing for Verizon. Hollis Peterson Jones Day, Verizon Training Center, Monrovia, Ca	In the matter of Michael Le v. Department of Transportation of the State of California, et al. Superior Court of California, County of Santa Clara Case No.: 1-06-CV-057539
10/20/08	0802R05-1	Arbitration	Appearing for Verizon. Hollis Peterson Jones Day, Verizon Training Center, Monrovia, Ca Mechanical failure resulting in a vehicle crash	In the matter of Verizon v. Daniel Elrod
02/02/09	GE203140	Deposition	Appearing for Sullivan. Henry, Rolph, Goates and McClellan. Mechanical failure hood latch Appearing for Garcia. Kinkle, Rodiger and Springs, Scott Springs, Esq.	In the matter of Crowe v. Sullivan. California Superior Court, County of San Francisco, Case No.: 473199
03/24/09	GE203399RO1	Deposition	Appearing for Garcia. Kinkle, Rodiger and Springs, Scott Springs, Esq. Tire Failure: Run Flat Wear Detachment	In the matter of Mario and Edita Felix v. Lisa Marie Garcia. California State Superior Court for the County of Los Angeles, Case No.: KC 052622 6
04/29/09	GE204440	Trial	Appearing for Heidner. Dawn Ebert, Esq. O'Shea, MacRae, and Edrington Mechanical Issues Full Defense Verdict	In the matter of Amy Hart v. Julie Diane Heidner. California State Superior Court for the County of Orange, West Justice Center, Case No.: 07WL07563
05/29/09	0497-0407	Deposition	Appearing for Plaintiff, Dr. Edward A. Robinson, III, Esq., Tire failure Issue	In the matter of the Adult Children of Ms. Joyce Ricks (Mr. George Ricks and Ms. Conchetta Ricks) individually, and on behalf of their deceased mother Mrs. Joyce Ricks and the Adult Children of Ms. Joyce Ricks (through her surviving two adult children George and Conchetta Ricks) individually and on behalf of Ms. Joyce Ricks' deceased mother Georgia Ricks v. Cooper Tire & Rubber Company, aka Mastercraft Tire Company, Ford Motor Company and GEICO Insurance Company, et al. Nineteenth Judicial District Court, Parish of Baton Rouge, State of Louisiana
06/11/09	0905R11	Deposition	Appearing for Plaintiff. Romano, Stancroff & Mikhov PC; Mark Romano Esq. Mechanical Failure Issue	In the Matter of Asa Robey v. Ford Motor Company, a Delaware Corporation, W.C. Sanderson Ford, a California Corporation. Superior Court of California, County of Sonoma
06/23/09	0905R11	Trial	Appearing for Plaintiff. Romano, Stancroff & Mikhov PC; Mark Romano Esq. Mechanical Failure Issue	In the Matter of Asa Robey v. Ford Motor Company, a Delaware Corporation, W.C. Sanderson Ford, a California Corporation, and DOES 1 through 10, inclusive. Superior Court of California, County of Sonoma

Thomas J. Lepper
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09/04/09	0907R06	Deposition	Appearing for Plaintiff. Romano, Stancroff & Mikhov PC; Steve Mikhov Esq.	In the Matter of David Sousa v. Ford Motor Company, a Delaware Corporation, Mission Valley Ford Truck Sales, a Delaware Corporation, and DOES 1 through 10, inclusive. Superior Court of California, County of Santa Clara
09/23/09	0907R06	Trial	Appearing for Plaintiff. Romano, Stancroff & Mikhov PC; Steve Mikhov Esq.	In the Matter of David Sousa v. Ford Motor Company, a Delaware Corporation, Mission Valley Ford Truck Sales, a Delaware Corporation, and DOES 1 through 10, inclusive. Superior Court of California, County of Santa Clara
09/29/09	0948-0208	Trial Criminal	Appearing for Defendant; Attorney Lorna Patton Brown Criminal Trial, Capital Murder Charge Brakes-Suspension Testimony	In the matter of People of the State of California v. Dwight O. Campbell. California Superior Court, County of Alameda, Wiley Manual Courthouse, Department 12; Case No.: 523103A&B
10/26/09	0905R02	Deposition	Appearing for Plaintiff. Romano, Stancroff & Mikhov PC; Mark Romano Esq. Mechanical Failure Issue	In the matter of Sun Yen v. Volkswagen Group of America, Inc., a New Jersey Corporation; and DOES 1 through 10, inclusive. California State Superior Court, County of Alameda, No. RG08416335
12/08/09	GE203589	Trial	Appearing for Plaintiff. Richard Miller, Esq. Crandall, Wade, and Lowe Aftermarket stereo electrical failure Award to Plaintiff	In the matter of Nathan J. Sheridan v. Fladboe Volkswagen, Inc., a California Corporation and Volkswagen of America, Inc., a New Jersey Corporation, and DOES 1 through 50, inclusive. California State Superior Court for the County of Orange, Case No.: 06HL00564
02/19/10	GE205335	Deposition	Appearing for Plaintiff. Hovanes Margarian; Law Offices of Hovanes Margarian Case settled pre-trial	In the matter of Kimbiz Rita v. Jaguar Land Rover Borth America, LLC, and DOES 1 through 30, inclusive. California State Superior Court for the county of Los Angeles, Northwest District, Case No.: LC085473
05/26/10	1004R04	Deposition	Appearing for Plaintiff. David Barry, Esq., Consumer Legal Services	In the matter of Jae Sung v. Jaguar Land Rover North America LLC., A Delaware Limited Liability Company. California State Superior Court for the County of Los Angeles, Case No.: BC408078
06/14/10	0712R06	Deposition	Appearing for State Farm Insurance. Robin Genchel, Esq., Pillemer and Pillemer	In the matter of State Farm Insurance v. Pulliam Enterprises, Inc., and Does 1 -10, inclusive. California State Superior Court for the County of Kern, Judicial District, Limited Civil Case; Case No.: S-1500-CL 240505
07/20/10	1001R04	Deposition	Appearing for Plaintiff. Law Office of Romano, Stancroff & Mikhov, Mark O'Connor, Esq. Song-Beverly Act	In the matter of RalucaGherman, and Octavian Gherman v. Ford Motor Company, a DE Corp; Galpin Motors, Inc., a CA Corp; and 1 through 10, inclusive. California State Superior Court for the County of Los Angeles, Central District; Case No.: BC417774

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

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08/30/10	0802R11 & 0802R11-1	Deposition	Appearing for Plaintiff. Law Office of Gregory B. Byberg; Gregory Byberg, Esq.	In the matter of Alicia Rugley and as Guardian ad litem for Robert Culp, a minor, Bessie Rugley v. Phillip Schouten; Saul Delgado; Tommy Siahaan, individually and dba Automotive & Tire Center; and DOES 1 through 50, Inclusive. California State Superior Court, County of Los Angeles, Case No., GC040977
09/15/10	1068-1009	Trial	Appearing for the defense. Barry Morris, Law office of Barry Morris Criminal Trial	In the matter of People of the State of California v. Michael Blevins. California State Superior Court Contra Costa County, Pittsburg
01/23/11	1009R09	Deposition: Telephonic Deposition	Appearing for Plaintiff. Romano, Stancroff & Mikhov PC; Mark Romano Esq. Song-Beverly Act	In the Matter of John Terwilliger v. BMW of North America, LLC, a Delaware Limited Liability Company, Cunningham BMW, a business organization form unknown, BMW Financial Services NA, a Delaware Limited Liability Company, and DOES 1 to 10, inclusive. California State Superior Court ,County of San Diego , Central Division , Case No.: 37-2009-00065365-CU-BC-CTL
01/24/11	0912R11	Deposition	Appearing for the Plaintiff. Law Office of Henness & Haight; Boyd B. Moss III , Esq. Tire	In the Matter of Betty Jo Green v. Discount Tire Company of Nevada, a Domestic Nevada corporation; and DOES 1 through X, Inclusive. District Court, Clark County, Nevada Case No.: A591933; Sept. No., V1
01/25/11	1009R09	Trial	Appearing for the Plaintiff- Romano, Stancroff & Mikhov PC; Mark Romano Esq. Song-Beverly Act	In the Matter of John Terwilliger v. BMW of North America, LLC, a Delaware Limited Liability Company, Cunningham BMW, a business organization form unknown, BMW Financial Services NA, a Delaware Limited Liability Company, and DOES 1 to 10, inclusive. California State Superior Court for the County of San Diego Central Division, Case No.: 37-2009-00065365-CU-BC-CTL
01/26/11	0802R11 & 0802R11-1	Trial	Appearing for Plaintiff. Law Office of Gregory B. Byberg; Gregory Byberg, Esq.	In the matter of Alicia Rugley and as Guardian ad Litem for Robert Culp, a minor, Bessie Rugley v. Phillip Schouten; Saul Delgado; Tommy Siahaan, individually and dba Automotive & Tire Center; and DOES 1 through 50, Inclusive. California State Superior Court, County of Los Angeles, Hon Jan A. Pluim, Dept. P, Case No., GC040977
02/25/11	GE204235	Deposition	Appearing for Respondent D2 Trailer. Leach & McGreevy, LLP, Rick McGreevy, Esq.	In the matter of David Campbell, Gerald Lovell and Cheryl Lovell, v. Duane Martin Livestock, Coates Tire Center, Les Schwab, Inc., and D2 Trailer Sales and Service and Related Cross Actions. California State Superior Court, County of Sacramento; Case No. 34-2009-00035911
02/28/11	1008R20	Deposition	Appearing for Plaintiff Theresa Menefee. Romano, Stancroff & Mikhov PC; Mark Romano Esq. Song-Beverly Act	In the matter of Theresa Menefee v. Mercedes-Benz USA, LLC, CarMax Auto Superstores California, LLC, Wells Fargo Bank, NA and DOES 1 through 10, inclusive. Superior Court of California, County of Placer, Case No.: SCV 25824

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
06/03/11	1104R03	Deposition	Appearing for Plaintiff Heather Glattly, Romano, Stancroff & Mikhov PC; Mark Romano Esq. Song-Beverly Act	In the Matter of Heather Glattly v. Hyundai Motor America, a California Corporation, and DOES 1 through 10, inclusive. Superior Court of the State of California for the County of Los Angeles, Central District, Case Number BC438722
07/29/11	1012R15	Deposition	Appearing for Plaintiff Duncan Sprinkle. Romano, Stancroff & Mikhov PC; Mark Romano Esq. Song-Beverly Act	In the matter of Duncan Sprinkle vs. Toyota Motor Sales, USA, a California Corporation, and DOES 1 through 10, inclusive. Superior Court of the State of California for the County of Monterey No. M105427
08/15/11	1012R15	Trial	Appearing for Plaintiff Duncan Sprinkle. Romano, Stancroff & Mikhov PC; Mark Romano Esq. Song-Beverly Act	In the matter of Duncan Sprinkle vs. Toyota Motor Sales, USA, a California Corporation, and DOES 1 through 10, inclusive. Superior Court of the State of California for the County of Monterey No. M105427
08/31/11	1163-1107	Deposition	Appearing for Respondent JR's Tires and Wheels. Law Offices of Leach, McGreevy & Labrador Corvette / Falken Tires	In the matter of German Bran, an individual, Maria Bran, an individual, Ruby Bran, and individual vs. JR Tires and Wheels, Superior Court of the State of California for the County of San Bernardino, Central District Unlimited Jurisdiction Case No.: CIVDS903989
10/12/11	1012R02	Deposition	Appearing for the Respondent R&C Motors, Merhab Robinson & Jackson. Door Latch Issue	In the Matter of Denise Reed v. R&C Motor Corp dba Claremont Toyota. Case No.:BC445388. Superior Court of the State of California, County of Los Angeles, Central District
10/20/11	1108R13	Deposition	Appearing for Plaintiff Hamid Noori, Romano, Stancroff & Mikhov PC; Mark Romano Esq. Coolant Loss	In the matter of Noori vs. Mercedes-Benz USA, LLC, a Delaware Limited Liability Company, and DOES 1 through 10, inclusive – Superior Court of the State of California, County of San Francisco Case No.: CGC-10-505661
11/02/11	1163-1107	Trial	Appearing for Respondent JR's Tires and Wheels. Law Offices of Leach, McGreevy & Labrador Corvette / Falken Tires	In the matter of German Bran, an individual, Maria Bran, an individual, Ruby Bran, and individual vs. JR Tires and Wheels, Superior Court of the State of California for the County of San Bernardino, Central District Unlimited Jurisdiction Case No.: CIVDS903989
01/12/12	GE207854	Trial	Appearing for Respondent Richard Evens. Vanessa A. Huey, Esq., Law Offices of Macrea and Edrington Repairs to Industry Standards	In the matter of Nicholas Anchondo Zambrano v. Richard Evans, et al. Orange County Superior Court, West Justice Center Case No.: 30 2010 00431319
01/24/12	1104R07	Deposition	Appearing for Plaintiff George Elias Law Office of Mark Romano; Romano, Stancroff & Mikhov PC; Mark Romano Esq. Song-Beverly Act	In the matter of Elias v. BMW NA, and DOES 1 through 10, inclusive – Superior Court of the State of California, County of Orange. Case No.: 30-2010 00359311
01/25/12	GE208173P	Trial Criminal	Appearing for Defendant John Cullen John Mustapha, Assistant Public Defender County Of Placer Criminal Case: Transponder System Testimony	In the matter of the People of the State of California v. John Cullen. Superior Court of California, County of Placer Case No.: 62-105591

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
01/31/12	1012R02	Trial	Appearing for Respondent Claremont Ford; James Jackson, Esq., Merhab, Robinson, and Jackson Won verdict against Song-Beverly Act	In the matter of Denise R. Reed v. R & C Motor Corporation, a corporation doing business as CLAREMONT TOYOTA; and DOES 1 through 10, inclusive; Superior Court of the State of California for the County of Los Angeles; Case Number BC445388
02/09/12	1112R04	Deposition	Appearing for Plaintiff, Larry Chambers; Romano, Stancroff & Mikhov PC; Song-Beverly Act	In the matter of Larry Chambers v. Mercedes-Benz USA, LLC, a Delaware Limited Liability Company, and DOES 1 through 10. Inclusive; Superior Court of the State of California for the County of Los Angeles Case Number BC443098
03/19/12	1007R11-3	Deposition	Appearing for Plaintiffs Sylvia & Brittany Foerster; Christopher Spain, Esq., Arnold & Itkin, Houston TX	In the matter of Sylvia & Brittany Foerster v. Asian Pacific Industries dba Land Rover San Jose, and DOES 1-10; Superior Court of the State of California, County of FRESNO Case No.: 10 CE CG 04523
05/31/12	1140-1103 1205-1188	Deposition	Appearing for Plaintiff, Felipe Jimenez-Torres, James Martinez, Esq. Transmission Load Capacity	In the matter of Felipe Jimenez-Torres vs. Heritage Ford, a California Corporation, Ford Motor Credit, LLC, a Delaware Corporation and DOES 1 through 20, inclusive; Superior Court of the State of California, in and for the County of Stanislaus Unlimited Civil Jurisdiction, Case No.: 640681
08/02/12	1140-1103 1205-1188	Trial	Appearing for Plaintiff, Felipe Jimenez-Torres, James Martinez, Esq. Transmission Load Capacity	In the matter of Felipe Jimenez-Torres vs. Heritage Ford, a California Corporation, Ford Motor Credit, LLC, a Delaware Corporation and DOES 1 through 20, inclusive; Superior Court of the State of California, in and for the County of Stanislaus Unlimited Civil Jurisdiction, Case No.: 640681
08/14/12	1106R01	Deposition	Appearing for Plaintiff, Lisa and Kevin Robinson; Romano, Stancroff & Mikhov PC; Song-Beverly Act	In the matter of Lisa Robinson vs. Kevin Robinson v. Kia Motors America, Inc., a California Corporation, and DOES 1 through 10. Inclusive; United States District Court, Eastern District of California, Case No.: 2:10-cv-03187-MCE-GGH
08/16/12	1205R06	Deposition Criminal	Appearing for Defense, Lyle Andrew Epstein, an individual; Kortek Services, Inc., a Nevada Corporation Defense for BMW claim of altering odometers and wiring harnesses.	In the matter of BMW of North America, LLC, a Delaware limited liability company vs. Lyle Andrew Epstein, an individual; Kortek Services, Inc., a Nevada Corporation; United States District Court, District of Nevada, Case No.: 2:10-cv-1909-1.RH-PAL
09/17/12	1206R12	Deposition	Appearing for Plaintiff Cherri Bunker, an individual; Chad Dennie, Esq., Dennie Law Offices. Brake Interlock System	In the Matter of Cheeri Ann Bunker, an individual vs. Ford Motor Co., et al; United States District Court, District of Nevada. Case No.: 2:11-cv-01286-PMP-RJJ
09/20/12	1208R06	Deposition	Appearing for Plaintiff Carol Wolfe and Bruce Wolfe; Michael Rosenstein; SYNC/MYFORD TOUCH malfunctions	In the Matter of Carol Wolfe and Bruce Wolfe vs. Ford Motor Co., Superior Court of California; County of Los Angeles, Central District; Case No.: BC471985

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
09/24/12	1208R04	Deposition	Appearing for Plaintiff Robert Miller Represented by Law Office of Mark O'Connor; O'Connor Mikhov LLC Song- Beverly Act: Settled	In the matter of Robert Miller v. Ford Motor Co., et al. Superior Court of California, County of Solano, Case No.: FCS 038294
10/23/12	1210R01	Deposition	Appearing for Plaintiff Michael and Danielle McCarthy. Law Office of Mark O'Connor; O'Connor Mikhov LLC F350-Engine Performance issues	In the matter of Michael and Danielle McCarthy vs. Ford Motor Company, a Delaware Corporation, and DOES 1 through 10, inclusive. Superior Court of California, County of Riverside, Main Courthouse, Unlimited Jurisdiction Case No.: RIC1110086
11/14/12	1210R01	Trial	Appearing for Plaintiff Michael and Danielle McCarthy. Law Office of Mark O'Connor; O'Connor Mikhov LLC F350-Engine Performance issues	In the matter of Michael and Danielle McCarthy vs. Ford Motor Company, a Delaware Corporation, and DOES 1 through 10, inclusive. Superior Court of California, County of Riverside, Main Courthouse, Unlimited Jurisdiction Case No.: RIC1110086
12/05/12	1108R05	Deposition	Appearing for Respondents Roberts Trucking Center of New Mexico, LLC. Nathan Mann, Esq., Gallagher, Casados & Mann, P.C. Post-Fire Repairs	In the matter of Federated Towing & Recovery, LLC, a New Mexico Limited Liability Company vs. Roberts Trucking Center of New Mexico, LLC. a New Mexico Limited Liability Company, The State of New Mexico, County of Bernalillo, Second Judicial District; Case No. D- 202-CV2010-007310
01/08/13	208065 208065R01	Arbitration Criminal	Appearing for State Farm Insurance, John Farmer, Esq. File Number: 07- 6543; Arbitration. Reported Hit and Run	In the Matter of the Uninsured Motorist Claim By and Between Teresa Casillas and State Farm Mutual Automotive Insurance Company.
01/31/13	1206R06	Deposition	Appearing for Plaintiffs, John B. Thomas, Esq., Hlcks Thomas LLP, Class Action Law Suit	In the Matter of Margie Daniel, Robert McCabe, Mary Hauser, Donna Glass, and Andrea Duarte, individually and on behalf of a class of similarly situated individuals vs. Ford Motor Company, a Delaware corporation, United States District Court, Eastern District of California, Sacramento Division; Case Number No. 2:11-cv-02890-WBS-EFB
05/22/13	1304R01	Deposition	Appearing for Plaintiff Joel Ramirez; Represented by Law Office of Mark O'Connor; O'Connor Mikhov LLC Song- Beverly Act	In the matter of Joel Ramirez vs. Ford Motor Company, a Delaware Corporation, and DOES 1 through 10, inclusive. Superior Court of California, Central District,, Unlimited Jurisdiction Case No.: BC483055
05/23/13	1206R06	Deposition (2)	Appearing for Plaintiff Margie Daniel. Represented by John Thomas, Hicks – Thomas LLP – Class Action Suit- Re: Rebuttal Letter Deposition - Focus Rear Suspension Issues	In the matter of Margie Daniel, Robert McCabe, Mary Hauser, Donna Glass, and Andrea Duarte, individually and on behalf of a class of similarly situated individuals vs. Ford Motor Company, a Delaware Corporation, United States District Court, Eastern District of California , Sacramento Division; Case No. 2:11-cv-02890-wbs-efb

Thomas J. Lepper
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06/05/13	207274	Deposition	Appearing for Plaintiff Holly Campbell; Represented by Greenman Law PC and Wentworth Paoli & Purdy, LLP S&S, tires, wheels	In the matter of Holly Campbell v. Bundy American Corporation, et al., and all related cross-action(s); Superior Court of the State of California, County of Los Angeles, Santa Monica Courthouse, Case No. SC115563
07/30/13	41013	Deposition	Appearing for defendants Bhandal Trucking, Rudolph Ortiz and Manghal Bhandal; Represented by McElfish Law Firm Tires	In the matter of Blaine Asam and Kylie Asam, minors, by and through their guardian ad litem, David Asam, v. Rudolph Ortiz, an individual; Bhandal Bros. Trucking, Inc., A California Corporation; Manghal Bhandal, and individual; and Does 1 through 100, inclusive, defendants. Superior Court of California, County of Los Angeles Case No.: PC062806 Judge Marc Marmaro - Dept. 37.
08/12/13	1303R09	Deposition	Appearing for Plaintiff Steven Selle; Represented by Law Offices of Michael Rosenstein, Michael Rosenstein, Song-Beverly Act	In the matter of Steven Selle vs. Ford Motor Company, a Delaware Corporation, and DOES 1 through 10, inclusive. Superior Court of California, County of Santa Barbara, Anacapa Division, Unlimited Jurisdiction Case No.: 1401759
09/25/13	1309R04-D	Deposition	Appearing for Plaintiff Castro/Napoli; Represented by Mark Romano, Romano Stancroff PC	In the matter of Richard Castro and Marina Nicoli v. Mercedes Benz USA LLC a Delaware LLC and Does 1 through 10 inclusive. Superior Court of CA, County of Santa Clara Case No.: 112CV231130.
11/01/13	1308R10	Deposition	Appearing for Plaintiff Nicole Mayer; Represented by Greenman Law, Jeffrey Greenman, Song-Beverly Act	In the matter of Nicole Mayer vs. Chrysler Group LLC, a Delaware Limited Liability Company, and DOES 1 through 10, inclusive. Superior Court of the State of California, County of Humboldt, Case No.: DR120458
02/27/14	1402R07	Deposition	Appearing for Plaintiff Kenny Kottre; Represented by Law Offices of Michael Rosenstein, Michael Rosenstein, Song-Beverly Act	In the matter of Kenneth Kottre vs. Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusively, Superior Court of the State of California, County of Sonoma. Case No.: SCV 251934
03/19/14	1402R05	Deposition	Appearing for plaintiff Angela Mallakas; represented by Dawn Ebert, Law Office of Andrew W. Macrae	In the matter of Angela Mallakis vs. Abdolrahman Aminloo and Kaman Aminloo, and DOES 1 through 10, inclusively, Superior Court of Orange; Case No.: 30-2013-00636517.
03/27/14	1401R10	Deposition	Appearing for Plaintiff James DeGrinis; Represented by Kelly Bond, Esq. of The Altman Law Group Song-Beverly Act	In the matter of James DeGrinis vs. Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusively, Superior Court of the State of California, County of Placer. Case No.: SCV 0032871
04/18/14	1402R02	Deposition	Appearing for Plaintiff Robert Rios; Represented by Mark O'Connor, Esq., O'Connor & Mikhov, LLP Song Beverly Act	In the matter of Robert Rios vs. Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusively, Superior Court of the State of California, for the county of Santa Clara. Case No.: 112cv232390

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
05/01/14	1402R02	Trial	Appearing for Plaintiff Robert Rios; Represented by Mark O'Connor, Esq., O'Connor & Mikhov, LLP Song Beverly Act	In the matter of Robert Rios vs. Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusively, Superior Court of the State of California, for the county of Santa Clara. Case No.: 112cv232390
05/14/14	1402R09	Deposition	Appearing for Plaintiff Jerrel and Linda McAbee; Represented by Mark O'Connor, Esq., O'Connor & Mikhov, LLP Song Beverly Act	In the matter of Jerrel McAbee and Linda McAbee vs. Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusively, Superior Court of the State of California, for the county of Shasta Case No.: 177289
08/26/14	1408R09	Deposition	Appearing for Plaintiff Eric Leopold; Represented by Mark O'Connor, Esq., O'Connor & Mikhov, LLP Song Beverly Act	In the matter of Eric Leopold vs. Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusively, Superior Court of the State of California, for the county of Placer, Case No.SCV0033036
08/27/14	1401R10	Trial	Appearing for Plaintiff James Degrinis; Represented by Bryan Altman, The Altman Law Group Song Beverly Act	In the matter of James Degrinis vs. Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusively, Superior Court of the State of California, for the county of Placer, Case No.SCV0032871
09/24/14	1408R19	Deposition	Appearing for Plaintiffs Jerry Borges and Barbara Borges; Represented by Richard Wirtz, Wirtz Law PC Song Beverly Act	In the matter of Jerry Borges and Barbara Borges vs. Ford Motor Company; a Delaware corporation, and DOES 1 through 10, inclusive, Superior Court of the State of California, for the county of Alameda, Case No.HG13682351
09/29/14	1409R05	Deposition	Appearing for Plaintiff Michael Wing; Represented by Steve B. Mikhov Esq., O'Conner & Mikhov LLP Song Beverly Act	In the matter of Michael Wing vs. Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusive, Superior Court of California, for the county of Tulare, Case No. 253635
10/02/14	1409R21	Deposition	Appearing for Plaintiff Clifford Vaughn; Represented by Michael H. Rosenstein, Law Office of Michael H. Rosenstein Song Beverly Act	In the matter of Clifford Vaughn vs. Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusive, Superior Court of the State of California, for the county of Monterey, Case No. M125538
10/15/14	1403R10	Trial	Appearing for Plaintiff Terry Moreno; Represented by Michael H. Rosenstein, Law Office of Michael H. Rosenstein Song Beverly Act	In the matter of Terry Moreno vs. Kia Motor America, Inc.; a California Corporation, and DOES 1 through 10, inclusive, Superior Court of the State of California, for the county of Fresno, Case No. CECG03677
10/17/14	209909R01	Trial	Appearing for Plaintiff Dream Car Rentals, Inc.; Represented by Tracy B. Howard, Esq., Howard Law Firm Transmission Issues	In the matter of Dream Car Rentals, Inc. vs. Robert Frank Semeraro, Does I-V; Roe Corporation I-V, inclusive, District Court of the State of Nevada, for the county of Clark, Case No. A-13-680322
10/21/14	1410R08	Deposition	Appearing for Plaintiffs Tedd and Linda Starr; Represented by Joel E. Elkins, The Altman Group Song Beverly Act	In the matter of Tedd and Linda Starr vs. Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusive, Superior Court of the State of California, for the county of El Dorado Superior Court, Case No. PC20130367

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
10/22/14	1402R05	Trial	Appearing for Abdolrahman Aminloo; Represented by Dawn M. Ebert, Law Office of Andrew W. Macrae Rear End Impact	In the matter of Angela Mallakis vs. Abdolrahman Aminloo, and DOES 1 to 100, inclusive, Superior Court of the State of California, for the county of Orange, Case No. 30-2013-00636517
10/24/14	GE209704P	Deposition	Appearing for plaintiff Kirsten Stoll; Represented by William Doyle, The Doyle Firm, P.C. – Drivetrain	In the matter of Kirsten Stoll, an unmarried woman, v. C & C ORACLE, LLC, an Arizona Limited Liability Company; MIDAS INTERNATIONAL CORPORATION, a Delaware Corporation; JOHN AND JANE DOES, I-X; BLACK AND WHITE PARTNERSHIPS, I-X; and ABC CORPORATIONS, I-X. In the Superior Court of the State of Arizona in and for the County of Pima. Case No. C20140427.
10/31/14	1410R12	Deposition	Appearing for Plaintiff Harold Scott; Represented by Richard Wirtz, Wirtz Law, PC Song Beverly Act	In the matter of Harold Scott vs Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusive, Superior Court of the State of California, County of Placer, Case No. SCV0033002
11/03/14	1410R16	Deposition	Appearing for Plaintiffs Donald and Diana Riley; Represented by Bryan C. Altman, The Altman Group Song Beverly Act	In the matter of Donald and Diana Riley vs Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusive, Superior Court of the State of California, County of Tulare, Case No. 252979
11/06/14	1411R03	Deposition	Appearing for Plaintiffs Donald and Delores Decker; Represented by Michael H. Rosenstein, Esq., O'Connor & Mikhov LLP Song Beverly Act	In the matter of Donald and Delores Decker vs Ford Motor Company; a Case settled at Deposition.
11/12/14	1409R20	Deposition	Appearing for Plaintiff, James Webb; represented by Michael Rosenstein, The Law Office of Michael Rosenstein, O'Connor & Mikhov LLP Song Beverly Act	In the matter of James Webb vs. Ford Motor Company; a Delaware corporation, and DOES 1 through 10. Inclusive. In the Superior Court of the State of California an and for the County of Los Angeles, Case Number CU-13-079997
11/18/14	1410R16	Trial	Appearing for Plaintiffs Donald and Diane Riley, Represented by Michael Rosenstein; Law Offices of Michael H. Rosenstein. Song Beverly Act	In the matter of Donald Riley and Diana Riley vs. Ford Motor Company, a Delaware, and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Tulare, Case No. 252979
11/21/14	1410R17	Deposition	Appearing for Plaintiff Norris Taylor, Represented by Mark O'Connor; O'Connor & Mikhov, LLP Song Beverly Act	In the matter of Norris Taylor vs. Ford Motor Company, a Delaware, and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Alameda, Case No. RG13686703
11/24/14	1411R08	Deposition	Appearing for Plaintiff Daniel Howry, Represented by Mark O'Connor; O'Connor & Mikhov, LLP Song Beverly Act	In the matter of Daniel Howry vs. Ford Motor Company, a Delaware, and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Alameda, Case No. RG13700461
12/01/14	1410R15	Deposition	Appearing for Plaintiffs Stephen W. Souza and Grace G. Souza, Represented by Richard Wirtz; Wirtz Law PC Song Beverly Act	In the matter of Stephen W. Souza and Grace G. Souza vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Monterey, Case No. M123170

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
12/08/14	1409R09	Deposition	Appearing for Plaintiff Charles R. Laderoute, Represented by Mark O'Connor; O'Connor & Mikhov, LLP Song Beverly Act	In the matter of Charles R. Laderoute vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Alameda, Case No. RG13697154
12/18/14	1412R18	Deposition	Appearing for Plaintiffs John and Janice Goodes, Represented by Richard M. Wirtz; Wirtz Law	In the matter of John and Janice Goodes vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Alameda, Case No. 159623
12/29/14	1412R11	Deposition	Appearing for Defendants ITR USA, Inc., dba ITA, SRI Tire Trading LTD and AM-PAC Tire Dist., Defendant Padilla Tire & Automotive Service. Represented by E. Paul Dougherty, Jr., Esq. Wilson, Elser, Moskowitz, Elderman & Dicker LLP Tire Failure	In the matter of Cara Hrycyk and Greg Hrycyk vs. P.T. Sumi Rubber Indonesia, et al and All Consolidated Actions. Superior Court of the State of California in and for the County of Riverside, Case No.: INC1206734 [Lead case consolidation w/INC1301815 and INC1107579.
01/05/15	1412R13	Deposition	Appearing for Plaintiff Filip Bednarz, Represented by Richard M. Wirtz; Wirtz Law Song Beverly Act	In the matter of Filip Bednarz vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Contra Costa, Case No. C1301053
01/13/15	1408R25	Deposition	Appearing for Plaintiff Timothy Butler, Represented by Richard M. Wirtz; Wirtz Law PC Song Beverly Act	In the matter of Timothy Butler vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Placer, Case No. SCV0033144
02/20/15	1502R07	Deposition	Appearing for Plaintiff Steven Wiessler, Represented by Richard M. Wirtz; Wirtz Law PC Song Beverly Act	In the matter of Steven Wiessler vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Marin, Case No. CIV1303232
02/27/15	1412R01	Deposition	Appearing for Plaintiff Anthony Roth, Represented by Steve Mikhov, O'Connor & Mikhov LLP Song Beverly Act	In the matter of Anthony Roth vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Sacramento, Case No. 34-2013-00144441
02/27/15	1412R08	Deposition	Appearing for Plaintiffs Darrell and Donna Davis, Represented by Steve Mikhov, O'Connor & Mikhov LLP Song Beverly Act	In the matter of Darrell and Donna Davis vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Humboldt, Case No. DR130451
03/16/15	1503R05	Deposition	Appearing for Plaintiffs Stephen and Cynthia Preston, Represented by Bryan Altman, Altman Law Group Song Beverly Act	In the matter of Stephen and Cynthia Preston vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of El Dorado, Case No. SC20130071
03/23/15	1503R09	Deposition	Appearing for Plaintiff Mr. Jack Bray, Represented by Joshua Sams, Wirtz Law PC Song Beverly Act	In the matter of Jack Bray vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California for the County of San Luis Obispo, Unlimited Jurisdiction, Case No. CV130367.

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
03/23/15	1503R08	Deposition	Appearing for Plaintiff Michael Morse and Celia Morse, Represented by Joshua Sams, Wirtz Law PC Song Beverly Act	In the matter of Michael Morse and Celia Morse vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California for the County of Kern – Bakersfield District, Unlimited Jurisdiction, Case No. S-1500-CV 281386 SPC.
03/26/15	1502R09	Deposition	Appearing for Plaintiff Paul Blow, Represented by Joshua Sams, Wirtz Law PC Song Beverly Act	In the matter of Paul Blow vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California for the County of Marin, Case No. CIV1303126
03/26/15	1503R10	Deposition	Appearing for Plaintiff Arlene Tsuji, Represented by Joshua Sams, Wirtz Law PC Song Beverly Act	In the matter of Arlene Tsuji vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California for the County of Santa Cruz, Case No. CV177218.
04/15/15	1503R13	Deposition	Appearing for Plaintiff Charles and Sandra Mello, Represented by Michael H. Rosenstein, Law Offices of Michael H. Rosenstein Song Beverly Act	In the matter of Charles and Sandra Mello vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California for the County of Stanislaus, Case No. 2001843
04/15/15	1410R06	Deposition	Appearing for Deedra Desentz and Brent Dingel, Represented by Michael H. Rosenstein, Law Offices of Michael H. Rosenstein Song Beverly Act	In the matter of Deedra Desentz and Brent Dingel vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California for the County of Placer, Case No. SCV0034242
04/20/15	1504R03	Deposition	Appearing for Plaintiff Richard Madison, Represented by Joshua Sams, Wirtz Law PC Song Beverly Act	In the matter of Richard Madison vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California for the County of Tehama, Case No. 68300.
07/13/15	1506R03	Deposition	Appearing for Plaintiff Shirley Threatt, Represented by Joel Elkins, Altman Law Group Song Beverly Act	In the matter of Shirley Threatt vs. KIA Motors America, Inc, a California Corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California for the County of Solano, Case No FCS043207.
07/28/15	1507R04	Deposition	Appearing for Plaintiff Kenneth Allen, Represented by Michael H. Rosenstein, Law Offices of Michael H. Rosenstein Song Beverly Act	In the matter of Kenneth Allen vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California for the County of Stanislaus, Case No. 2004170
07/31/15	1408R03	Deposition	Appearing for Plaintiffs German and Terry Velarde, Represented by Mark O'Connor, O'Connor & Mikhov LLP Song Beverly Act	In the matter of German and Terry Velarde vs. BMW of North America, LLC, a New Jersey Limited Liability Company; and DOES 1 through 10, inclusive, Superior Court of the State of California for the County of Los Angeles, Case No. BC523426.
08/13/15	1409R09	Deposition	Appearing for Plaintiffs Allen and Lora Lynn Fagaly, Represented by Bryan Altman, Altman Law Group Song Beverly Act	In the matter of Allen and Lora Lynn Fagaly vs. Volkswagen Group of America, Inc., et al., Superior Court of the State of California for the County of Orange, Case No.: 30-2013-00693331-CU-BC-CJC

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
09/01/15	1508R05	Deposition	Appearing for Plaintiffs Gerald and Adele Lucas, Represented by Bryan Altman, Altman Law Group Song Beverly Act	In the matter of Gerald and Adele Lucas vs. Ford Motor Company, a Delaware Corporation, and DOES 1 through 10, inclusive, Superior Court of the State of California for the County of El Dorado, Case No.: SC20140033
09/08/15	1508R06	Deposition	Appearing for Plaintiffs Bradford Banta and Kathleen McAniff, Represented by Michael H. Rosenstein Song Beverly Act	In the matter of Bradford Banta and Kathleen McAniff vs. Ford Motor Company, a Delaware Corporation, and DOES 1 through 10, inclusive, Superior Court of the State of California for the County of Fresno, Case No.: 13CECG603875
09/16/15	1508R01	Deposition	Appearing for Plaintiff Alexander Steenackers, Represented by Michael H. Rosenstein Song Beverly Act	In the matter of Alexander Steenackers vs. Ford Motor Company, a Delaware Corporation, and DOES 1 through 10, inclusive, Superior Court of the State of California for the County of Los Angeles, Case No.: BC 571343
10/02/15	1509R11	Deposition	Appearing for Plaintiff Clay and Sharon Helton, Represented by Mark Romano, Esq., Romano Stancroff PC Song Beverly Act	In the matter of Clay and Sharon Helton vs. Valencia BMW, a Business Organization Form Unknown, and DOES 1 through 10, inclusive, AAA Arbitration, Western Case Management Center, AAA Case No.: 01-15-0002-5170
10/13/15	1509R11	Arbitration	Appearing for Plaintiff Clay and Sharon Helton, Represented by Mark Romano, Esq., Romano Stancroff PC Song Beverly Act	In the matter of Clay and Sharon Helton vs. Valencia BMW, a Business Organization Form Unknown, and DOES 1 through 10, inclusive, AAA Arbitration, Western Case Management Center, AAA Case No.: 01-15-0002-5170
10/17/15	1506R09	Arbitration	Appearing for Defendant Sunrise Ford; Represented by Arent Fox, LLP., Mr. Victor Danhi Defense of Song Beverly Act	In the matter of Kimberly Dillon, an individual and Bret Dillon, an individual vs. Sunrise Ford, A California corporation; California Republic Bank, a California corporation; BUDDCO Financial Services, a business entity of unknown form, a South Dakota corporation Does 1 through 100, inclusive. AAA Case Number 01-14-0000-0892; SBSC Case Number CIVDS1310628
10/22/15	1501R11	Deposition	Appearing for Plaintiff Phillip and Marie Talladino; represented by Joshua Sams, Wirtz Law Song Beverly Act	In the matter of Phillip and Marie Talladino vs. Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusive Defendants. Superior Court of the State of California for the County of Tehama, Case Number: 68271
	1510R04	Deposition	Appearing for Calvin and Linda Godman; represented by Joshua Sams, Wirtz Law Song Beverly Act	In the matter of Calvin and Linda Godman vs. Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusive Defendants. Superior Court of the State of California for the County of Lassen, Case Number: 57258
11/06/15	1509R07	Deposition	Appearing for Duane and Kibby Maxwell; represented by Joshua Sams, Wirtz Law Song Beverly Act	In the matter of Duane and Kibby Maxwell vs. Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusive Defendants. Superior Court of the State of California for the County of Tulare, Case Number: 258352

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
11/18/15	1505R05	Deposition	Appearing for Irving Malis; represented by Joshua Sams, Wirtz Law <i>Song Beverly Act</i>	In the matter of Irving Malis vs. Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusive Defendants. Superior Court of the State of California for the County of Los Angeles, Case Number: BC45558
11/24/15	1511R03	Deposition	Appearing for Darlo Clement; represented by Michael H. Rosenstein, Esq, Law Offices of Michael H. Rosenstein <i>Song Beverly Act</i>	In the matter of Darlo Clement vs. Ford Motor Company; a Delaware Corporation, and DOES 1 through 20, inclusive Defendants. Superior Court of the State of California for the County of Kings, Case Number: 13C0165
12/07/15	1512R02	Deposition	Appearing for Danielle H. Cruz; represented by Bryan Altman, Altman Law Group <i>Song Beverly Act</i>	In the matter of Danielle H. Cruz vs. KIA Motors America, Inc.; a California Corporation, and DOES 1 through 10, inclusive Defendants. Superior Court of the State of California for the County of Los Angeles – Central, Case Number: BC552036
12/10/15	1408R03	Trial	Appearing for Plaintiffs German and Terry Velarde, Represented by Mark O'Connor, O'Connor & Mikhov LLP <i>Song Beverly Act Award for Plaintiff</i> Appearing for Plaintiff Stephen Mardell, Represented by Mario Landin, Romano Stancroff PC	In the matter of German and Terry Velarde vs. BMW of North America, LLC, a New Jersey Limited Liability Company; and DOES 1 through 10, inclusive, Superior Court of the State of California for the County of Los Angeles, Case No. BC523426
12/17/15	1507R05	Deposition	Appearing for Plaintiff Stephen Mardell, Represented by Mario Landin, Romano Stancroff PC <i>Song Beverly Act Settled</i>	In the matter of Stephen Mardell vs. Jaguar Land Rover North America, LLC, a Delaware Limited Liability Company; and DOES 1 through 10, inclusive, Superior Court of the State of California for the Western Division, Case No. CV-14-6756-BRO-AJW
12/21/15	1504R11	Deposition	Appearing for Plaintiff Leonel Hernandez, Represented by Joshua Sams, Wirtz Law PC <i>Song Beverly Act</i>	In the matter of Leonel Hernandez vs. Ford Motor Company; a Delaware Corporation, and DOES 1 through 10, inclusive Defendants. Superior Court of the State of California for the County of San Diego, Case Number: 37-2014- 00034440-CU-BC-CTL
01/15/16	1512R02	Trial	Appearing for Danielle H. Cruz; represented by Bryan Altman, Altman Law Group <i>Song Beverly Act Award for Plaintiff</i>	In the matter of Danielle H. Cruz vs. KIA Motors America, Inc.; a California Corporation, and DOES 1 through 10, inclusive Defendants. Superior Court of the State of California for the County of Los Angeles – Central, Case Number: BC552036
01/22/16	1512R06	Deposition	Appearing for Nancy Sullivan; represented by Michael Rosenstein, Law Offices of Michael Rosenstein <i>Song Beverly Act - Settled</i>	In the matter Nancy Sullivan vs. Ford Motor Company, a Delaware Corporation, and DOES 1 through 10, inclusive Defendants. Superior Court of the State of California for the County Mendocino, Case Number: SC-UK-CFG- 1463452

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
02/05/16	1501R06	Deposition	Appearing for Lauren McNaughton; represented by Michael Rosenstein, Law Offices of Michael Rosenstein <i>Song Beverly Act</i>	In the matter of Lauren McNaughton vs. Chrysler Group LLC, a Delaware Corporation, and DOES 1 through 10, inclusive, Superior Court of the State of California, County of Solano, Case number FCS042888
02/18/16	1602R01	Deposition	Appearing for Joseph and Carole Verch represented by Joshua Sams, Wirtz Law PC <i>Song Beverly Act</i>	In the matter of Joseph and Carole Verch vs. Ford Motor Company, a Delaware Corporation, and DOES 1 through 10, inclusive, Superior Court of the State of California, County of Santa Clara, Case number 113 CV 257102
02/23/16	1410R07	Deposition	Appearing for Charles and Connie Smart represented by Jordan Cohen, Altman Law Group <i>Song Beverly Act</i>	In the matter of Charles and Connie Smart vs. Ford Motor Company, a Delaware Corporation, and DOES 1 through 10, inclusive, Superior Court of the State of California, County of Butte, Case number 159509
03/03/16	1510R01	Deposition	Appearing for Terri Dill represented by Jordan Cohen, Altman Law Group <i>Song Beverly Act</i>	In the matter of Terri Dill vs. Hyundai Motor America, a California Corporation, and DOES 1 through 10, inclusive, Superior Court of the State of California, County of Shasta, Case number 182259
04/12/16	1504R06	Deposition	Appearing for Romeo and Marvic Callung represented by Joshua Sams, Wirtz Law <i>Song Beverly Act</i>	In the matter of Romeo and Marvic Callung vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, County of San Diego, Central Division, Case number 37-2014-00016415-CU-BC-CTL
04/14/16	1406R08	Small Claims Court	Appearing for Larry Frew, represented by Adrienne James, State Farm Insurance Companies	In the matter of Morehead vs. Frew, Small Claims Court, County of San Diego – North, Claim Number 55-4J64-972
04/19/16	1603R19	Deposition	Appearing for Golden West Coach, represented by Jean Moriarty, Law Office of Andrew W. Macrae. Defending against unsafe sale of vehicle	In the matter of Amelia Adamo, an individual vs. Eduardo Adamo, an individual, et al; Superior Court of the State of California, County of Orange, Case Number 30-2014-00714571-CU-PA-CJC
05/04/16	1603R16	Deposition	Appearing for Debra Leal represented by Jordan Cohen, Altman Law Group <i>Song Beverly Act</i>	In the matter of Debra Leal vs. KIA Motors America, Inc.; a California Corporation, and DOES 1 through 10, inclusive Defendants. Superior Court of the State of California for the County of Los Angeles, Case Number: BC578734
05/11/16	1603R15	Deposition	Appearing for Nilay B. Patel represented by Brian Murray, Law Office of Michael H. Rosenstein <i>Song Beverly Act</i>	In the matter of Nilay B. Patel vs. Mercedes-Benz USA, LLC, a Delaware Limited Liability Company, and DOES 1 through 10, inclusive Defendants. Superior Court of the State of California for the County of Los Angeles-Central, Case Number: BC580425
05/13/16	1605R04	Deposition	Appearing for Kambiz Moshari represented by Brian Murray, Law Office of Michael H. Rosenstein <i>Song Beverly Act</i>	In the matter of Kambiz Moshari vs. Mercedes-Benz USA, LLC, a Delaware Limited Liability Company, and DOES 1 through 10, inclusive Defendants. Superior Court of the State of California for the County of San Francisco, Case Number: CGC 15-545638

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
06/03/16	1605R09	Deposition	Appearing for Kelly and Diane Vik represented by Shawna Melton, O'Connor & Mikhov, LLP Song Beverly Act	In the matter of Kelly and Diane Vik vs. Ford Motor Company; a Delaware corporation, and DOES 1 through 20, inclusive, Defendants. Superior Court of the State of California for the County of Contra Costa, Case Number: C13-01011
06/13/16	1606R03	Deposition	Appearing for Peter Reynolds, represented by Jordan Cohen, The Altman Law Group. Song Beverly Act	In the matter of Peter Reynolds vs. Ford Motor Company, a Delaware Corporation, and Does 1 through 10, inclusive. Superior Court Of California, County of Sonoma. Case No.: SCV254959.
07/19/16	1603R05	Deposition	Appearing for Genrik Bagramyan, represented by Mher Asatryan, Esq., Law Offices of Mher Asatryan. Song Beverly Act	In the matter of Genrik Bagramyan vs. BMW of North America, LLC, McKenna Motor Company, Inc. dba McKenna BMW; and DOES 1 through 100. Inclusive, Defendants. Superior Court of California, County of Los Angeles – Central District. Case No.: BC565320.
07/27/16	1603R16	Trial	Appearing for Debra Leal represented by Michael H. Rosenstein, Law Offices of Michael H. Rosenstein Song Beverly Act – Defense Verdict	In the matter of Debra Leal vs. KIA Motors America, Inc.; a California Corporation, and DOES 1 through 10, Inclusive Defendants. Superior Court of the State of California for the County of Los Angeles, Case Number: BC578734
08/01/16	1605R10	Deposition	Appearing for Robert and Laura Ramos, represented by Mark O'Connor, O'Connor & Mikhov, LLP Song Beverly Act	In the matter of Robert and Laura Ramos vs. Ford Motor Company; a Delaware corporation, and DOES 1 through 20, inclusive Defendants. Superior Court of the State of California for the County of Contra Costa, Case Number: msc13-01589
08/15/16	1603R05	Trial	Appearing for Genrik Bagramyan, represented by Mher Asatryan, Esq., Law Offices of Mher Asatryan. Song Beverly Act – Defense Verdict	In the matter of Genrik Bagramyan vs. BMW of North America, LLC, McKenna Motor Company, Inc. dba McKenna BMW; and DOES 1 through 100. Inclusive, Defendants. Superior Court of California, County of Los Angeles – Central District. Case No.: BC565320.
08/17/16	1510R07	Deposition	Appearing for Mahr Rahmani and Omid Khalieghzadeh, represented by Amy Smith, Esq., Wirtz Law APC. Song Beverly Act	In the matter of Mahr Rahmani and Omid Khalieghzadeh vs. Ford Motor Company; a Delaware corporation, and DOES 1 through 20, inclusive. Superior Court of the State of California, County of Los Angeles, Central Division. Case No.: BC547807
08/29/16	1509R01	Deposition	Appearing for Robert Furber, represented by Amy Smith, Esq., Wirtz Law APC. Song Beverly Act	In the matter of Robert Furber vs. Ford Motor Company; a Delaware corporation, and DOES 1 through 20, Inclusive. Superior Court of the State of California, County of Humboldt. Case No.: DR130223
12/14/16	1611R15	Deposition	Appearing for Connie Marie Romero represented by Joel Elkins, Altman Law Group. Song Beverly Act	In the matter of Connie Marie Romero vs. Ford Motor Company; a Delaware corporation, and DOES 1 through 20, Inclusive. Superior Court of the State of California, County of Sacramento. Case No.: 34-2015-00178728-CU-BC-GDS
12/28/16	1607R15	Deposition	Appearing for Donnette Wilson represented by Joel Elkins, Altman Law Group. Song Beverly Act	In the matter of Donnette Wilson vs. Ford Motor Company; a Delaware corporation, and DOES 1 through 20, Inclusive. Superior Court of the State of California, County of Los Angeles – Central District. Case No.: BC600102

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

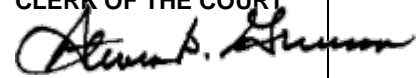
Date	Case No.:	Type	Client	Case
01/09/17	1611R14	Deposition	Appearing for Michael and Sheryl Dirks represented by Bryan Altman, Altman Law Group. <i>Song Beverly Act</i>	In the matter of Michael and Sheryl Dirks vs. Ford Motor Company; a Delaware corporation, and DOES 1 through 20, inclusive. Superior Court of the State of California, County of Solano. Case No.: FCS042824
01/16/17	1612R03	Deposition	Appearing for Steven and Elizabeth Fisher represented by Bryan Altman, Altman Law Group. <i>Song Beverly Act</i>	In the matter of Steven and Elizabeth Fisher vs. Ford Motor Company; a Delaware corporation, and DOES 1 through 20, inclusive. Superior Court of the State of California, County of Orange – Central District. Case No.: 30-2014-00716169-CU-BC-CJC
01/20/17	1607R15	Trial	Appearing for Donnette Wilson represented by Joel Elkins, Altman Law Group. <i>Song Beverly Act</i>	In the matter of Donnette Wilson vs. Ford Motor Company; a Delaware corporation, and DOES 1 through 20, inclusive. Superior Court of the State of California, County of Los Angeles – Central District. Case No.: 8C600102
01/23/17	1701R4	Deposition	Appearing for Linda Jeralds and Virginia Bellinis represented by Russell Higgins, Knight Law Group <i>Song Beverly Act</i>	In the matter of Linda Jeralds and Virginia Bellinis vs. Ford Motor Company; a Delaware corporation, and DOES 1 through 20, inclusive. Superior Court of the State of California, County of Orange – Central District. Case No.: 30-2014-00711950-CU-BC-CXC
01/30/17	1611R15	Trial	Appearing for Connie Marie Romero represented by Roger Kirnos, Knight Law. <i>Song Beverly Act</i>	In the matter of Connie Marie Romero vs. Ford Motor Company; a Delaware corporation, and DOES 1 through 20, inclusive. Superior Court of the State of California, County of Sacramento. Case No.: 34-2015-00178728-CU-BC-GDS
02/02/17	1701R10	Deposition	Appearing for Randall Lehde, represented by Russell Higgins, Knight Law. <i>Song Beverly Act</i>	In the matter of Randall Lehde vs. Ford Motor Company; a Delaware corporation, and DOES 1 through 20, inclusive. Superior Court of the State of California, County of Orange. Case No.: 30-2014-00713519-CU-BC-CXC
02/08/17	1604R12	Deposition	Appearing for Tina Marie McNeill represented by Bryan Altman, Altman Law Group <i>Song Beverly Act</i>	In the matter of Tina Marie McNeill vs. Hyundai Motor America, a California Corporation, and DOES 1 through 10, inclusive. Superior Court of the State of California, County of Butte. Case No.: 165141
02/10/17	1610R05	Deposition	Appearing for Shelby and Tammy Anderson represented by Amy Smith, Wirtz Law <i>Song Beverly Act</i>	In the matter of Shelby and Tammy Anderson v Ford Motor Company; a Delaware corporation, and Does 1 through 20, inclusive. Superior Court of the State of California, County of San Joaquin. Case No.: 39-2013-00299512-CU-BC-STK.
02/13/17	1610R06	Deposition	Appearing for Timothy Kopchak represented by Michael Rosenstein, Law Offices of Michael H. Rosenstein <i>Song Beverly Act</i>	In the matter of Timothy Kopchak vs. Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of San Bernardino, Case No. CIVDS1602161

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
03/02/17	1701R27	Deposition	Appearing for Sylvia Pinal represented by Mark O'Connor, O'Connor & Mikhov LLP <i>Song Beverly Act</i>	In the matter of Sylvia Pinal vs. BMW of North America, LLC, a Delaware Limited Liability Company; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Los Angeles - Central District, Case No. BC607638
03/17/17	1701R25	Deposition	Appearing for Dennis and Shirlee Buck represented by Bryan Charles Altman, The Altman Law Group <i>Song Beverly Act</i>	In the matter of Dennis and Shirlee Buck vs. Ford Motor Company, a Delaware Corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Stanislaus, Case No. 2008745
03/17/17	1702R26	Deposition	Appearing for Karen Franklin represented by Bryan Charles Altman, The Altman Law Group <i>Song Beverly Act</i>	In the matter of Karen Franklin vs. Ford Motor Company, a Delaware Corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Sonoma, Case No. SCV-258391
03/23/17	1607R09	Deposition	Appearing for David Garza represented by Thomas O'Connor, Callahan, Thompson, Sherman & Caudill <i>Song Beverly Act</i>	In the matter of David Garza vs. Razzari Nissan, Inc., a California Corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Merced, Case No. 15CV-02027
03/24/17	1703R14	Deposition	Appearing for Nicholas & Louise Cavalleri represented by Brian Murray, Law Offices of Michael H. Rosenstein <i>Song Beverly Act</i>	In the matter of Nicholas & Louise Cavalleri v FCA US LLC, a Delaware Limited Liability Company, S.J. Denham, Inc., a California Corporation dba SJ Denham Chrysler Jeep, and DOES 1 Through 10, inclusive, Superior Court of the State of California, for the County of Shasta, Case No. 184648
04/04/17	1703R05	Deposition	Appearing for David & Michele Taggart represented by Amy Smith, Wirtz Law APC <i>Song Beverly Act</i>	In the matter of David & Michele Taggart v Ford Motor Company, a Delaware Corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of San Mateo, Case No. CIV538275
04/06/17	1702R07	Deposition	Appearing for Norberto & Glaiza Marquez represented by Mark O'Connor, O'Connor Law Group <i>Song Beverly Act</i>	In the matter of Norberto & Glaiza v BMW of North America, LLC, a Delaware Limited Liability Company, New Century Alhambra Automobiles Inc., a California Corporation dba New Century BMW, and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Los Angeles - Central District, Case No. BC617690
04/13/17	1510R09	Deposition	Appearing for Jose Ruelas represented by Bryan Altman, The Altman Law Group <i>Song Beverly Act</i>	In the matter of Jose Ruelas v Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Los Angeles - Central District, Case No. BC532131
04/25/17	1612R14	Deposition	Appearing for Kenneth and Glenda Hodges, represented by Bryan Altman, The Altman Law Group <i>Song Beverly Act</i>	In the matter of Kenneth and Glenda Hodges v Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of Orange, Case No. 30-2014-00712422-CU-BC-CXC

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
05/05/17	1609R09	Deposition	Appearing for Christopher Snow, represented by Michael H. Rosenstein, Esq, Law Offices of Michael H. Rosenstein <i>Song Beverly Act</i>	In the matter of Christopher Snow v Ford Motor Company, a Delaware corporation; and DOES 1 through 10, inclusive, Superior Court of the State of California, for the County of San Luis Obispo, Case No. 14CV0206



NOAS

GEORGE O. WEST III [SBN 7951]
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10161 Park Run Drive, Suite 150
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Electronically Filed
Jan 05 2018 03:12 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

CRAIG B. FRIEDBERG [SBN 4601]
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Fax: (702) 946-0887
Email: attcbf@cox.net
Website: www.consumerlaw.justia.net

Attorneys for Plaintiffs
DERRICK POOLE

DISTRICT COURT
CLARK COUNTY, NEVADA

DERRICK POOLE,

Plaintiff,

v

NEVADA AUTO DEALERSHIP INVEST-
MENTS LLC a Nevada Limited Liability
Company d/b/a SAHARA CHRYSLER,
JEEP, DODGE, WELLS FARGO DEALER
SERVICES INC., COREPOINTE INSUR-
ANCE COMPANY, and DOES 1 through 100,
Inclusive,

Defendants,

CASE NO : A-16-737120-C
DEPT : XXVII

NOTICE OF APPEAL

[Filed concurrently with Plaintiff's
Case Appeal Statement]

TO ALL PARTIES AND TO THEIR ATTORNEY OF RECORD :

PLEASE TAKE NOTICE, that Plaintiff DERRICK POOLE, by and through his attorney George O. West III, hereby appeals to the Supreme Court of Nevada from the entry of the order granting Defendants' NEVADA AUTO DEALERSHIP INVESTMENTS LLC, and COREPOINTE INSURANCE COMPANY's Motion for Summary Judgment dismissing the above caption action in its entirety as to all claims for relief with respect to remaining Defendants NEVADA AUTO DEALERSHIP INVESTMENTS LLC, and COREPOINTE INSURANCE COMPANY. Said order was entered on December 1, 2017.¹

Dated this 23rd day of December, 2017

By /s/ George O. West III
 GEORGE O. WEST III
 Law Offices of George O. West III
Consumer Attorneys Against Auto Fraud
Attorney for Plaintiff
DERRICK POOLE

¹ Defendant WELLS FARGO DEALER SERVICES INC was dismissed from the action via a stipulation and order pursuant to Rule 41 after the granting of Defendants NEVADA AUTO DEALERSHIP INVESTMENTS LLC, and COREPOINTE INSURANCE COMPANY's motion for summary judgment

1
2 **PROOF OF SERVICE**

3 STATE OF NEVADA)
4 COUNTY OF CLARK)

5 On December 23, 2017, I served the forgoing document(s) described as 1) **NOTICE OF**
6 **APPEAL 2) CASE APPEAL STATEMENT** on interested party(ies) in this action by
7 either fax and/or email, or by placing a true and correct copy and/or original thereof
8 addressed as follows:

9 **JEFF BENDAVID, ESQ**
10 Moran, Brandon, Bendavid, Moran
630 South Fourth Street
Las Vegas, NV 89101
j.bendavid@moranlawfirm.com

11 **NATHAN KANUTE, ESQ**
12 Snell & Wilmer
3883 Howard Hughes Pkwy
Suite 1100
13 Las Vegas, NV 89169
14 nkanute@swlaw.com

15 [] **(BY FIRST CLASS MAIL)** I am readily familiar with the firm's practice of
16 collection and processing correspondence for mailing. Under that practice it would be
deposited with the U.S. Postal service on that same day with first class postage thereon
fully prepaid at Las Vegas, NV in the ordinary course of business.

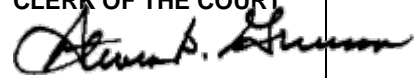
17 [] **(BY PERSONAL SERVICE)** I delivered such envelope by hand to the office, and/or
18 to the attorney listed as the addressee below.

19 [] **(BY FAX SERVICE)** Pursuant to consent under NRCP, Rule 5(b), I hereby certify
20 that service of the aforementioned document(s) via facsimile, pursuant to EDCR Rule
7.26(a), as set forth herein.

21 [x] **(BY EMAIL SERVICE) (Wiznet/email)** Pursuant NRCP, Rule 5(b)(2)(D), and
22 the EDCR on electronic service, I hereby certify that service of the aforementioned
document(s) via email to pursuant to the relevant and pertinent provisions of EDCR and
NRCP, as set forth herein.

23
24 Executed on this 23rd day of December, 2017

25
26 /s/ George O. West III
GEORGE O. WEST III



ASTA

GEORGE O. WEST III [SBN 7951]
Law Offices of George O. West III

Consumer Attorneys Against Auto Fraud

10161 Park Run Drive, Suite 150
Las Vegas, NV 89145
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Las Vegas, NV 89121
(702) 435-7968
Fax: (702) 946-0887
Email: attcbf@cox.net
Website: www.consumerlaw.justia.net

Attorneys for Plaintiffs
DERRICK POOLE

DISTRICT COURT
CLARK COUNTY, NEVADA

DERRICK POOLE,

Plaintiff,

v

NEVADA AUTO DEALERSHIP INVEST-
MENTS LLC a Nevada Limited Liability
Company d/b/a SAHARA CHRYSLER,
JEEP, DODGE, WELLS FARGO DEALER
SERVICES INC., COREPOINTE INSUR-
ANCE COMPANY, and DOES 1 through 100,
Inclusive,

Defendants,

CASE NO : A-16-737120-C
DEPT : XXVII

CASE APPEAL STATEMENT

[Filed concurrently with Plaintiff's
Notice of Appeal]

1. Name of Appellant : Derrick Poole

2. Judge Issuing Order Being Appealed : Hon. Nancy Alf

3. Parties to the District Court Proceeding :

Plaintiff : DERRICK POOLE

Defendants : NEVADA AUTO DEALERSHIP INVESTMENTS LLC a Nevada
WELLS FARGO DEALER SERVICES INC., COREPOINTE INSURANCE
COMPANY

4. Parties involved in this Appeal

Appellant: DERRICK POOLE

Respondents: NEVADA AUTO DEALERSHIP INVESTMENTS LLC a Nevada
And COREPOINTE INSURANCE COMPANY¹

5. Identification of Attorneys for Represented Parties :

For Plaintiff : DERRICK POOLE

GEORGE O. WEST III
Law Offices of George O. West III
Consumer Attorneys Against Auto Fraud
10161 Park Run Drive, Suite 150
Las Vegas, NV 89145
Email : gowesq@cox.net
(702) 318-6570
(702) 664-0459 [fax]

CRAIG B. FRIEDBERG
Law Offices of Craig B. Friedberg, Esq.
4760 S. Pecos Road, Suite 103
Las Vegas, NV 89121
(702) 435-7968
Fax: (702) 946-0887
Email: attcbf@cox.net

For Respondents: NEVADA AUTO DEALERSHIP INVESTMENTS LLC,
and COREPOINTE INSURANCE COMPANY

JEFF BENDAVID, ESQ
Moran, Brandon, Bendavid, Moran
630 South Fourth Street
Las Vegas, NV 89101

¹ Defendant WELLS FARGO DEALER SERVICES INC was dismissed from the action via a stipulation and order pursuant to Rule 41 after the granting of Defendants NEVADA AUTO DEALERSHIP INVESTMENTS LLC, and COREPOINTE INSURANCE COMPANY's motion for summary judgment

(702) 384-8424
j.bendavid@moranlawfirm.com

6. Appellant was represented by retained counsel George O. West III and Craig B. Friedberg
7. Appellant is currently being represented by retained counsel George O. West III and Craig B. Friedberg
8. Forma Paupris Status : N/A
9. Date Proceedings Commenced in District Court : Complaint filed May 22, 2016.
10. This is an action based on statutory consumer fraud/deceptive trade practices pursuant to NRS 41.600 and Chapter 598 of the NRS involving the sale of used certified pre owned vehicle. The case involved material non-disclosures relating to the vehicle at time of sale. Defendants NEVADA AUTO DEALERSHIP INVESTMENTS LLC and COREPOINTE INSURANCE COMPANY filed a motion for summary judgment pursuant to Rule 56. The Court granted said Defendants' motion for summary judgment dismissing all of Plaintiff's claims for relief.
11. Case has not been subject to any previous appeal or writ.
12. This appeal does not involved child custody of visitation
13. Defendants were granted summary judgment on all claims for relief, consequently settlement is not likely on the part of Defendants/Respondents.

Dated this 23rd day of December, 2017

By /s/ George O. West III
GEORGE O. WEST III
Law Offices of George O. West III
Consumer Attorneys Against Auto Fraud
Attorney for Plaintiff
DERRICK POOLE

1
2 **PROOF OF SERVICE**

3 STATE OF NEVADA)
4 COUNTY OF CLARK)

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10 Moran, Brandon, Bendavid, Moran
630 South Fourth Street
Las Vegas, NV 89101
j.bendavid@moranlawfirm.com

11 **NATHAN KANUTE, ESQ**
12 Snell & Wilmer
3883 Howard Hughes Pkwy
Suite 1100
13 Lass Vegas, NV 89169
14 nkanute@swlaw.com

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16 collection and processing correspondence for mailing. Under that practice it would be
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23 document(s) via email to pursuant to the relevant and pertinent provisions of EDCR and
NRCP, as set forth herein.

24 Executed on this 23rd day of December, 2017

25
26 /s/ George O. West III
GEORGE O. WEST III

DEPARTMENT 27
CASE SUMMARY
CASE NO. A-16-737120-C

Derrick Poole, Plaintiff(s)
vs.
Nevada Auto Dealership Investments LLC, Defendant
(s)

§
§
§
§
§

Location: **Department 27**
Judicial Officer: **Allf, Nancy**
Filed on: **05/22/2016**
Cross-Reference Case **A737120**
Number:

CASE INFORMATION

Statistical Closures

12/08/2017 Summary Judgment

Case Type: **Other Tort**

Case Flags: **Appealed to Supreme Court**
Jury Demand Filed
Automatically Exempt from Arbitration

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number A-16-737120-C
Court Department 27
Date Assigned 05/22/2016
Judicial Officer Allf, Nancy





PARTY INFORMATION

Plaintiff	Poole, Derrick	<i>Lead Attorneys</i> West III, George O. <i>Retained</i> 702-318-6570(W)
Defendant	CorePoint Insurance Company	Terry, Brian K. <i>Retained</i> 702-366-0622(W)
	Nevada Auto Dealership Investments LLC	Bendavid, Jeffrey A. <i>Retained</i> 7023848424(W)
	Wells Fargo Dealer Services Inc	Sorenson, Amy F. <i>Retained</i> 702-784-5200(W)

DATE













EVENTS & ORDERS OF THE COURT

INDEX

05/22/2016	 Complaint With Jury Demand Filed By: Plaintiff Poole, Derrick <i>Complaint for Damages, and Equitable and Declaratory Relief and Demand for Jury Trial</i>	
08/31/2016	 Answer to Complaint Filed by: Defendant Wells Fargo Dealer Services Inc <i>Wells Fargo Dealer Services' Answer to Complaint for Damages and Equitable and Declaratory Relief</i>	
08/31/2016	 Initial Appearance Fee Disclosure Filed By: Defendant Wells Fargo Dealer Services Inc <i>Wells Fargo Dealer Services' Initial Appearance Fee Disclosure</i>	
08/31/2016	 Answer to Complaint Filed by: Defendant Nevada Auto Dealership Investments LLC <i>Defendants, Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler, Jeep, Dodge</i>	

DEPARTMENT 27
CASE SUMMARY
CASE NO. A-16-737120-C



and CorePoint Insurance Company's Answer to Complaint for Damages and Equitable and Declaratory Relief

08/31/2016	 Initial Appearance Fee Disclosure Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Initial Appearance Fee Disclosure (NRS Chapter 19)</i>
10/14/2016	 Joint Case Conference Report Filed By: Plaintiff Poole, Derrick <i>Joint Case Conference Report</i>
12/06/2016	 Scheduling Order <i>Scheduling Order</i>
01/26/2017	 Order Setting Civil Jury Trial, Pre-Trial, and Calendar Call <i>Order Setting Civil Jury Trial, Pre-Trial/Calendar Call</i>
03/17/2017	 Motion to Amend Complaint Filed By: Plaintiff Poole, Derrick <i>Notice of Motion and Motion for Leave to File First Amended Complaint</i>
03/28/2017	 Non Opposition Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Non-Opposition to Plaintiff's Motion for Leave to File First Amended Complaint</i>
04/13/2017	 Minute Order (3:00 AM) (Judicial Officer: Allf, Nancy) <i>Minute Order: Notice of Motin and Motion for Leave to File First Amended Complaint</i>
04/17/2017	 Order Granting Motion Filed By: Plaintiff Poole, Derrick <i>Order Granting Plaintiff's Motion to File Second Amended Complaint</i>
04/19/2017	CANCELED Motion to Amend Complaint (9:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - Moot</i> <i>Notice of Motion and Motion for Leave to File First Amended Complaint</i>
05/15/2017	 First Amended Complaint Filed By: Plaintiff Poole, Derrick <i>First Amended Complaint for Damages and for Equitable and Declaratory Relief and Demand for Jury Trial</i>
06/01/2017	 Substitution of Attorney Filed by: Defendant Nevada Auto Dealership Investments LLC <i>Substitution of Attorneys</i>
08/07/2017	 Notice of Association of Counsel Filed By: Plaintiff Poole, Derrick <i>Notice of Association of Counsel</i>
08/16/2017	 Answer to Amended Complaint Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge and Corepointe Insurance Co's Answer to First Amended Complaint</i>

DEPARTMENT 27
CASE SUMMARY
CASE NO. A-16-737120-C

08/17/2017	 Answer to Amended Complaint Filed By: Defendant Wells Fargo Dealer Services Inc <i>Wells Fargo Dealer Services, Inc.'s Answer to First Amended Complaint for Damages and Equitable and Declaratory Relief</i>
09/11/2017	 Opposition Filed By: Plaintiff Poole, Derrick <i>Plaintiff's Opposition to Defendant Sahara Chrysler Jeep Dodge's MOTion for Protective Order on OST</i>
09/11/2017	 Motion Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge's Motion for Protective Order on Order Shortening Time</i>
09/12/2017	 Certificate of Service Filed by: Defendant Nevada Auto Dealership Investments LLC <i>Certificate of Service</i>
09/19/2017	 Motion to Compel Filed By: Plaintiff Poole, Derrick <i>Motion To Compel Defendant On Shortened Time To: 1) Unconditionally Admit Requests For Admissions 2) Serve Supplemental Responses To Interrogatories 3) Serve Supplemental Responses And Documents To Plaintiff's Request For Production Of Documents</i>
09/22/2017	 Notice of Change Filed By: Plaintiff Poole, Derrick <i>Notice of Change of Status on Plaintiff's Motions to Compel and Defendant Sahara's Motion for Protective Order</i>
09/26/2017	 Opposition Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Opposition to Plaintiff's Motion to Compel Unqualified Responses to Certain Requests for Admissions from Defendant on Order Shortening Time</i>
09/27/2017	Motion for Protective Order (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Deft Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge's Motion for Protective Order on OST</i>
09/27/2017	Motion to Compel (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Motion To Compel Defendant On Shortened Time To: 1) Unconditionally Admit Requests For Admissions 2) Serve Supplemental Responses To Interrogatories 3) Serve Supplemental Responses And Documents To Plaintiff's Request For Production Of Documents</i>
09/27/2017	 All Pending Motions (9:30 AM) (Judicial Officer: Bulla, Bonnie)
09/29/2017	 Motion Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Motion in Limine to Exclude the Report, Testimony and Opinions of Plaintiff Derrick Poole's Expert, Rocco Avellini</i>
10/02/2017	 Motion for Summary Judgment Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Defendant's Nevada Auto Dealership Investments LLC's and Corepointe Insurance Company's Motion for Summary Judgment</i>

DEPARTMENT 27
CASE SUMMARY
CASE NO. A-16-737120-C

10/02/2017	 Motion in Limine Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge Ram's Motion in Limine No.2 to Exclude any Reference, Discussion, Testimony or Other Evidence of Plaintiff's Opinion(s) Regarding Frame Damage and/or the Appropriateness of Certification on the Subject Vehicle</i>
10/02/2017	 Motion in Limine Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge Ram's Motion in Limine No.4 to Exclude any Reference, Discussion, Testimony or Other Evidence of General Expectations of all Consumers</i>
10/02/2017	 Motion in Limine Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge Ram's Motion in Limine No.1 to Exclude any Reference, Discussion, Testimony or Other Evidence Offered by Witnesses Who Have Not Already Been Disclosed and Identified Prior to the Close of Discovery</i>
10/02/2017	 Motion in Limine Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge Ram's Motion in Limine No.3 to Exclude any Reference, Discussion, Testimony or Other Evidence of Plaintiff's Opinion(s) Regarding any Safety Issues on the Subject Vehicle</i>
10/03/2017	 Motion Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge Ram's Motion to Continue Trial on Order Shortening Time</i>
10/12/2017	 Subpoena Electronically Issued Filed by: Defendant Nevada Auto Dealership Investments LLC <i>Trial Subpoena</i>
10/13/2017	 Opposition Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge Ram's Limited Opposition to Plaintiff's Motion to Continue Trial</i>
10/13/2017	 Order Shortening Time Filed By: Plaintiff Poole, Derrick <i>Order Shortening Time To Hear Plaintiff's Motion To Continue Defendant Sahara's Motions In Limine And Motion For Summary Judgment</i>
10/16/2017	 Opposition Filed By: Plaintiff Poole, Derrick <i>Plaintiff's Opposition to Sahara's Motion to Continue Trial on OST</i>
10/17/2017	 Minute Order (3:00 AM) (Judicial Officer: Allf, Nancy) <i>Minute Order: Disclosure</i>
10/18/2017	Motion to Continue Trial (9:00 AM) (Judicial Officer: Allf, Nancy) <i>Defendant Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler Jeep Dodge Ram's Motion to Continue Trial on Order Shortening Time</i>
10/18/2017	Motion to Continue (9:00 AM) (Judicial Officer: Allf, Nancy)

DEPARTMENT 27
CASE SUMMARY
CASE NO. A-16-737120-C

Plaintiff's Motion to Continue Defendant Sahara's Motions in Limine and Motion for Summary Judgment on Order Shortening Time

10/18/2017	 All Pending Motions (9:00 AM) (Judicial Officer: Allf, Nancy)
10/20/2017	 Opposition to Motion For Summary Judgment Filed By: Plaintiff Poole, Derrick <i>Plaintiff's Opposition to Defendant Sahara's Motion for Summary Judgment</i>
10/20/2017	 Response Filed by: Plaintiff Poole, Derrick <i>Plaintiff's Response to Defendants' Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for Motion for Summary</i>
10/21/2017	 Statement Filed by: Plaintiff Poole, Derrick <i>Plaintiff's Separate Statement of Undisputed Material Facts in Support to Plaintiff's Opposition to Defendant's Motion for Summary Judgment</i>
10/21/2017	 Exhibits Filed By: Plaintiff Poole, Derrick <i>Plaintiff's Exhibits in Support of Plaintiff's Opposition to Defendant's Motion for Summary Judgment</i>
10/22/2017	 Errata Filed By: Plaintiff Poole, Derrick <i>Notice of Errata on Plaintiffs Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for Summary Judgment</i>
10/24/2017	 Application Filed By: Plaintiff Poole, Derrick <i>Plaintiff's Ex Parte Application [with Notice] to Increase Page Limitations on Plaintiffs Opposition to Defendants' Motion for Summary Judgment</i>
10/25/2017	 Notice Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Notice of Non Opposition to Defendant Nevada Auto Dealership Investments LLC D/B/A Sahara Chrysler Jeep Dodge Rams Motion in Limine No. 1 to Exclude any Reference, Discussion, Testimony or Other Evidence Offered by Witnesses who have not Already Been Disclosed and Identified Prior to the Close of Discovery</i>
10/25/2017	 Notice <i>Notice of Non Opposition to Defendant Nevada Auto Dealership Investments LLC D/B/A Sahara Chrysler Jeep Dodge Rams Motion in Limine No. 2 to Exclude any Reference, Discussion, Testimony or Other Evidence of Plaintiffs Opinion(s) Regarding Frame Damage and/or the Appropriateness of Certification on the Subject Vehicle</i>
10/25/2017	 Notice Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Notice of Non Opposition to Defendant Nevada Auto Dealership Investments LLC D/B/A Sahara Chrysler Jeep Dodge Rams Motion in Limine No. 3 to Exclude any Reference, Discussion, Testimony or Other Evidence of Plaintiffs Opinion(s) Regarding any Safety Issues on the Subject Vehicle</i>
10/25/2017	 Notice Filed By: Defendant Nevada Auto Dealership Investments LLC

CASE SUMMARY

CASE NO. A-16-737120-C

Notice of Non Opposition to Motion in Limine to Exclude the Report, Testimony and Opinions of Plaintiff Derrick Poole's Expert Rocco Avellini

10/25/2017



Notice

Filed By: Defendant Nevada Auto Dealership Investments LLC
Notice of Non Opposition to Defendant Nevada Auto Dealership Investments LLC D/B/A Sahara Chrysler Jeep Dodge Rams Motion in Limine No. 4 to Exclude any Reference, Discussion, Testimony or Other Evidence of General Expectations of all Consumers

10/26/2017



Objection

Filed By: Plaintiff Poole, Derrick
Objection to Defendants Filing of Non Oppositions to Defendants Motions in Limine

11/02/2017



Reply

Filed by: Defendant Nevada Auto Dealership Investments LLC
Defendants' Nevada Auto Dealership Investments LLC and Corepointe Insurance Opposition to Plaintiff's Ex Parte Application [with Notice] to Increase Page Limitation on Plaintiff's Opposition to Defendant's Motion for Summary Judgment

11/02/2017



Response

Filed by: Defendant Nevada Auto Dealership Investments LLC
Response to Plaintiff's Objection to Defendants' Notices of Non Opposition to Defendants' Motions in Limine

11/03/2017



Reply

Filed by: Plaintiff Poole, Derrick
PLAINTIFF'S REPLY BRIEF TO DEFENDANT'S OPPOSITION TO PLAINTIFF'S APPLICATION TO INCREASE PAGE LIMITATION IN OPPOSING DEFENDANT'S MSJ

11/03/2017



Reply

Filed by: Defendant Nevada Auto Dealership Investments LLC
Defendants Nevada Auto Dealership Investments LLC's and Corepointe Insurance Company's Reply In Support of Motion for Summary Judgment

11/03/2017



Motion

Filed By: Defendant Nevada Auto Dealership Investments LLC
Motion to Strike Declaration of Rocco Avellini Attached on Plaintiff's Opposition on Order Shortening Time

11/03/2017



Motion

Filed By: Defendant Nevada Auto Dealership Investments LLC
Defendant's Motion to Strike Fugitive Documents Filed by Plaintiff on Order Shortening Time

11/04/2017



Order

Filed By: Plaintiff Poole, Derrick
ORDER GRANTING PLAINTIFF'S EX PART APPLICATION [WITH NOTICE] TO INCREASE THE PAGE LIMITATIONS ON PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

11/06/2017



Opposition

Filed By: Plaintiff Poole, Derrick
Plaintiff's Opposition to Defendant's Motion to Strike "Fugitive" Documents on OST

11/06/2017









Opposition

Filed By: Plaintiff Poole, Derrick
Plaintiff's Opposition to Defendant's Motion to Strike Declaration of Rocco Avellini in Support










DEPARTMENT 27
CASE SUMMARY
CASE NO. A-16-737120-C

of Plaintiff's Opposition to Defendants' Motion for Summary Judgment

11/08/2017	 Minute Order (3:00 AM) (Judicial Officer: Allf, Nancy)
11/09/2017	Pretrial/Calendar Call (10:30 AM) (Judicial Officer: Allf, Nancy)
11/09/2017	Motion for Summary Judgment (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Defendant's Nevada Auto Dealership Investments LLC's and Corepointe Insurance Company's Motion for Summary Judgment</i>
11/09/2017	Motion to Strike (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Defendants Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler and Corepointe Insurance Co.'s Motion to Strike Declaration of Rocco Avellini Attached to Plaintiff's Opposition on Order Shortening Time</i>
11/09/2017	Motion to Strike (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Defendants Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler and Corepointe Insurance Co.'s Motion to Strike Fugitive Documents Filed by Plaintiff on Order Shortening Time</i>
11/09/2017	 All Pending Motions (10:30 AM) (Judicial Officer: Allf, Nancy)
11/13/2017	CANCELED Jury Trial (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i>
11/13/2017	 Opposition Filed By: Plaintiff Poole, Derrick <i>PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION IN LIMINE TO EXCLUDE PLAINTIFF'S RETAINED EXPERT, ROCCO AVILLINI, AT TIME OF TRIAL</i>
11/13/2017	 Opposition <i>PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION IN LIMINE TO EXCLUDE ANY REFERENCE, DISCUSSION, TESTIMONY OR OTHER EVIDENCE OF PLAINTIFF'S OPINIONS REGARDING FRAME DAMAGE AND/OR APPROPRIATENESS OF CERTIFICATION OF THE VEHICLE</i>
11/13/2017	 Opposition Filed By: Plaintiff Poole, Derrick <i>PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION IN LIMINE TO EXCLUDE ANY REFERENCE, DISCUSSION, TESTIMONY OR OTHER EVIDENCE OFFERED BY WITNESS WHO HAVE NOT ALREADY BEEN DISCLOSED OR IDENTIFIED PRIOR TO THE CLOSE OF DISCOVERY</i>
11/13/2017	 Opposition Filed By: Plaintiff Poole, Derrick <i>Plaintiff's Opposition to Defendants' Motion in Limine to Exclude any Reference, Discussion, Testimony or Other Evidence of General Expectations of All Consumers</i>
11/13/2017	 Opposition Filed By: Plaintiff Poole, Derrick <i>PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION IN LIMINE TO EXCLUDE ANY REFERENCE, DISCUSSION, TESTIMONY OR OTHER EVIDENCE OF PLAINTIFF'S OPINIONS REGARDING SAFETY ISSUES ON THE SUBJECT VEHICLE</i>
11/13/2017	 Opposition Filed By: Plaintiff Poole, Derrick <i>Plaintiff's Opposition to Defendants' Motion in Limine to Exclude any Reference, Discussion, Testimony or Other Evidence Offered by Witnesses who have not Already Been Disclosed or</i>




DEPARTMENT 27
CASE SUMMARY
CASE NO. A-16-737120-C

Identified Prior to the Close of Discovery

11/21/2017	CANCELED Decision (3:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i> <i>Decision: Defendant's Nevada Auto Dealership Investments LLC's and Corepointe Insurance Company's Motion for Summary Judgment</i>
11/27/2017	 Decision and Order <i>Decision and Order Granting Defendants' Motion for Summary Judgment</i>
11/27/2017	Summary Judgment (Judicial Officer: Allf, Nancy) Debtors: Derrick Poole (Plaintiff) Creditors: Nevada Auto Dealership Investments LLC (Defendant) Judgment: 11/27/2017, Docketed: 11/27/2017
11/30/2017	CANCELED Status Check: Compliance (3:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Commissioner</i>
12/01/2017	 Notice of Entry of Decision and Order Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Notice of Entry of Decision and Order Granting Defendants' Motion for Summary Judgment</i>
12/01/2017	 Discovery Commissioners Report and Recommendations <i>Discovery Commissioner's Report and Recommendations</i>
12/05/2017	 Memorandum Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Verified memorandum of Costs</i>
12/08/2017	 Order to Statistically Close Case <i>Civil Order to Statistically Close Case</i>
12/08/2017	 Motion to Retax Filed By: Plaintiff Poole, Derrick <i>Motion to Retax and Settle Costs</i>
12/09/2017	 Order Denying Motion Filed By: Plaintiff Poole, Derrick <i>Order Denying Defendant Nevada Auto Dealership Investments LLC D/B/A Sahara Chrysler Jeep Dodge Ram's Motion to Strike Fugitive Documents and Motion to Strike the Declaration of Rocco Avellini Attached to Plaintiff's Opposition to Defendants's Motion for Summary Judgment</i>
12/19/2017	 Supplemental Filed by: Defendant Nevada Auto Dealership Investments LLC <i>Supplemental Verified Memorandum of Costs</i>
12/19/2017	 Motion for Attorney Fees and Costs Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Defendant Nevada Auto Dealership Investments, LLC's Motion for Attorneys' Fees and Costs</i>
12/21/2017	CANCELED Motion in Limine (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - per Order</i> <i>Motion in Limine to Exclude the Report, Testimony and Opinions of Plaintiff Derrick Poole's Expert, Rocco Avellini</i>

CASE SUMMARY

CASE NO. A-16-737120-C

12/21/2017	CANCELED Motion in Limine (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - per Order</i> <i>Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge Ram's Motion in Limine No.2 to Exclude any Reference, Discussion, Testimony or Other Evidence of Plaintiff's Opinion(s) Regarding Frame Damage and/or the Appropriateness of Certification on the Subject Vehicle</i>
12/21/2017	CANCELED Motion in Limine (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - per Order</i> <i>Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge Ram's Motion in Limine No.4 to Exclude any Reference, Discussion, Testimony or Other Evidence of General Expectations of all Consumers</i>
12/21/2017	CANCELED Motion in Limine (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - per Order</i> <i>Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeed Dodge Ram's Motion in Limine No 1 to Exclude any Reference, Discussion, Testimony or Other Evidence Offered by Witnesses Who Have Not Already Been Disclosed and Identified Prior to the Close of Discovery</i>
12/21/2017	CANCELED Motion in Limine (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - per Order</i> <i>Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge Ram's Motion in Limine No. 3 to Exclude an Reference, Discussion, Testimony or Other Evidence of Plaintiff's Opinion(s) Regarding Any Safety Issues on the Subject Vehicle</i>
12/21/2017	 Declaration Filed By: Defendant Nevada Auto Dealership Investments LLC <i>Supplemental Declaration of Jeffery A. Bendavid in Support of Defendant's Motion for Attorneys' Fees and Costs</i>
12/23/2017	 Notice of Appeal Filed By: Plaintiff Poole, Derrick <i>Notice of Appeal</i>
12/23/2017	 Case Appeal Statement Filed By: Plaintiff Poole, Derrick <i>Case Appeal Statment</i>
01/08/2018	CANCELED Jury Trial - FIRM (10:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - per Order</i>
02/01/2018	Motion (9:30 AM) (Judicial Officer: Allf, Nancy) <i>Motion to Retax and Settle Costs</i>
02/01/2018	Motion for Attorney Fees and Costs (9:30 AM) (Judicial Officer: Allf, Nancy) <i>Defendant Nevada Auto Dealership Investments, LLC's Motion for Attorneys' Fees and Costs</i>

DATE

FINANCIAL INFORMATION

Defendant CorePoint Insurance Company	
Total Charges	30.00
Total Payments and Credits	30.00
Balance Due as of 12/28/2017	0.00
Defendant Nevada Auto Dealership Investments LLC	
Total Charges	423.00
Total Payments and Credits	423.00
Balance Due as of 12/28/2017	0.00
Defendant Wells Fargo Dealer Services Inc	
Total Charges	223.00

DEPARTMENT 27
CASE SUMMARY
CASE NO. A-16-737120-C

Total Payments and Credits	223.00
Balance Due as of 12/28/2017	0.00
Plaintiff Poole, Derrick	
Total Charges	318.00
Total Payments and Credits	318.00
Balance Due as of 12/28/2017	0.00

DISTRICT COURT CIVIL COVER SHEET

A- 16- 737120- C

CLARK County, Nevada
 Case No. _____
 (Assigned by Clerk's Office)

XXVI I

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone): DERRICK POOLE	Defendant(s) (name/address/phone): NEVADA AUTO DEALERSHIP INVESTMENTS LLC
	WELLS FARGO DALERS SERVICES INC
	COREPOINT INSURANCE COMPANY
Attorney (name/address/phone): GEORGE O. WEST III	Attorney (name/address/phone):
10161 PARK RUN DRIVE, SUITE 150	
LAS VEGAS, NV 89145	
702-318-6570	

II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input checked="" type="checkbox"/> Other Tort
Probate Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		Other Civil Filing Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

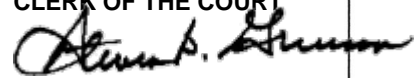
Business Court filings should be filed using the Business Court civil coversheet.

MAY 22, 2016

Date

Signature of initiating party or representative

See other side for family-related case filings.



**DISTRICT COURT
CLARK COUNTY, NEVADA**

DERRICK POOLE

CASE NO.: A-16-737120-C
DEPT NO.: 27

PLAINTIFF(S)

VS.

NEVADA AUTO DEALERSHIP
INVESTMENTS, LLC; WELLS FARGO
DEALER SERVICES, INC.;
COREPOINTE INSURANCE
COMPANY

DEFENDANT(S)

**DECISION & ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY
JUDGMENT**

These matters having come on for hearing on November 9, 2017; George O. West III, Esq. and Craig B. Friedberg, Esq. appearing for Plaintiff Derrick Poole ("Poole"); Jeffery A. Bendavid, Esq. and Stephanie J. Smith, Esq. appearing for Defendants Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler, Jeep, Dodge, and Corepointe Insurance Company ("Defendant(s)"), and the Court having heard arguments of counsel, and being fully advised in the premises, COURT FINDS after review:

This case arises out of a sale of a Certified Pre-Owned ("CPO") truck purchased on or about May 26, 2014. Defendants Nevada Auto Dealership LLC and Corepointe Insurance Co. filed a Motion for Summary Judgment on October 2, 2017, and a hearing was held November 9, 2017. The Court took the matter under advisement and set a Status Check for November 21, 2017 for the Court to release a written decision.

1 When Plaintiff purchased his CPO 2013 Dodge Ram from Defendant, Defendant
2 disclosed that the vehicle was in a prior accident. It is undisputed that Defendant produced a
3 CarFax vehicle history report that listed the vehicle was in a prior accident, and the sales
4 representative indicated the same. Plaintiff drove the vehicle for a year, at which point he
5 discovered the vehicle had frame damage. Plaintiff kept driving the vehicle. Plaintiff now
6 contends that Defendants' disclosure of the previous accident at the time of sale was
7 insufficient because Defendants had an Allstate Collision Estimate of Record ("ACE") that
8 stated the nature, extent, and repair cost of the damage from the previous collision.
9

10 Defendant moves for summary judgment under NRCP 56. "Summary judgment is
11 appropriate under NRCP 56 when the pleadings, depositions, answers to interrogatories,
12 admissions, and affidavits, if any, that are properly before the court demonstrate that no
13 genuine issue of material fact exists, and the moving party is entitled to judgment as a matter
14 of law." *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005).
15

16 Plaintiff argues that each of his claims arise from Defendant's failure to disclose material
17 facts, namely the nature and extent of the damage from the previous collision. Defendant
18 contends that the material fact here is that the vehicle was in a prior accident, not the extent of
19 the damage from that accident.
20

21 NRS 598.0923 only requires the disclosure of material facts. Here, the material fact is that
22 the vehicle was in a prior accident. The duty to disclose under NRS 598.0923 does not extend to
23 the entire effect of the accident, such as a price breakdown of every part and service provided as
24 listed in the ACE. It is undisputed that Defendant disclosed the prior accident to Plaintiff. There
25 is no indication in the record that Plaintiff inquired about the parts and services used to repair the
26 vehicle as provided in the ACE, and such information was then withheld. Plaintiff relied on the
27
28


1 CPO report, which the undisputed evidence shows would only have notated frame damage if a
2 repair, if any, was not up to standard.

3 To the extent Plaintiff argues Defendant made false representations as to the certification of
4 truck, or that the truck was of a particular quality or standard, this argument is flawed. The
5 vehicle went through and passed a 125-point Certified Pre-Owned Vehicle Inspection. Given this
6 certification, Plaintiff cannot argue that Defendant misrepresented that the vehicle was CPO
7 certified, as it was. The sufficiency of the CPO inspection standards is not at issue for this
8 argument, but rather the fact that the vehicle was ultimately certified as pre-owned.
9

10 Plaintiff conceded at the hearing that if the claim for deceptive trade practices fails, the
11 remaining claims for equitable relief must also fail. This Court agrees. Defendant disclosed the
12 material facts about the vehicle, and Plaintiff purchased the vehicle, driving it for at least two
13 years. Thus, there are no grounds to grant equitable relief for Plaintiff.
14

15 THEREFORE, COURT ORDERS for good cause appearing and after review Defendants'
16 Motion for Summary Judgment is hereby GRANTED. The hearing on Motions in Limine set for
17 December 21, 2017 at 10:30 a.m. on Motions Calendar and the Jury Trial set to begin January 8,
18 2018 at 10:00 a.m. are hereby VACATED.
19

20 DATED November 22, 2017
21

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23 
24 NANCY ALLF
25 DISTRICT COURT JUDGE
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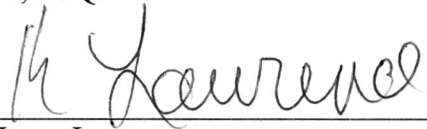
CERTIFICATE OF SERVICE

I hereby certify that on or about the date signed I caused the foregoing document to be electronically served pursuant to EDCR 8.05(a) and 8.05(f) through the Eighth Judicial District Court's electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in the mail to and/or by fax and mail to:

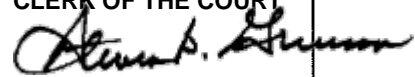
Jeffery Bendavid, Esq.
Stephanie Smith, Esq.
MORAN BRANDON BENDAVID MORAN

George West III, Esq.
LAW OFFICES OF GEORGE O. WEST, III

Craig Friedberg, Esq.
LAW OFFICES OF CRAIG B. FRIEDBERG, ESQ.



Karen Lawrence
Judicial Executive Assistant



1 **NEO**
2 **JEFFERY A. BENDAVID, ESQ.**
3 Nevada Bar No. 6220
4 **STEPHANIE J. SMITH, ESQ.**
5 Nevada Bar No. 11280
6 **MORAN BRANDON BENDAVID MORAN**
7 630 South 4th Street
8 Las Vegas, Nevada 89101
9 (702) 384-8424
10 j.bendavid@moranlawfirm.com
11 s.smith@moranlawfirm.com
12 *Attorney for Defendants, Nevada Auto*
13 *Dealership Investments LLC d/b/a Sahara*
14 *Chrysler and Corepointe Insurance Co.*

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 DERRICK POOLE,

13 Plaintiff,

14 v.

15 NEVADA AUTO DEALERSHIP
16 INVESTMENTS LLC, a Nevada Limited
17 Liability Company d/b/a SAHARA
18 CHRYSLER; JEEP, DODGE, WELLS
19 FARGO DEALER SERVICES INC.,
20 COREPOINTE INSURANCE
21 COMPANY; and DOES 1 through 100,
22 Inclusive,

21 Defendant.

Case No.: A-16-737120-C
Dept. No.: XXVII

23 **NOTICE OF ENTRY OF DECISION AND ORDER GRANTING DEFENDANTS'**
24 **MOTION FOR SUMMARY JUDGMENT**

25 Please take notice that the FINDINGS OF FACT AND CONCLUSIONS OF LAW
26 ON DEFENDANT'S MOTION FOR SUMMARY JUDGMENT was entered in the above
27 entitled case by the Honorable Nancy L. Allf on the 27th day of November, 2017.
28



MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

630 SOUTH 4TH STREET
LAS VEGAS, NEVADA 89101
PHONE: (702) 384-8424
FAX: (702) 384-6568

JOINT APPENDIX 1031

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A TRUE AND CORRECT COPY of the above referenced document is attached
hereto as Exhibit A.


DATED this 1st day of December, 2017.

MORAN BRANDON BENDAVID MORAN

/s/ Jeffery A. Bendavid
JEFFERY A. BENDAVID, ESQ.
Nevada Bar No. 6220
STEPHANIE J. SMITH, ESQ.
630 South 4th Street
Las Vegas, Nevada 89101
*Attorney for Defendants, Nevada Auto
Dealership Investments LLC d/b/a Sahara
Chrysler and Corepointe Insurance Co.*



MORAN BRANDON
BENDAVID MORAN
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630 SOUTH 4TH STREET
LAS VEGAS, NEVADA 89101
PHONE: (702) 384-8424
FAX: (702) 384-6568



DISTRICT COURT
CLARK COUNTY, NEVADA

DERRICK POOLE

CASE NO.: A-16-737120-C
DEPT NO.: 27

PLAINTIFF(S)

VS.

NEVADA AUTO DEALERSHIP
INVESTMENTS, LLC; WELLS FARGO
DEALER SERVICES, INC.;
COREPOINTE INSURANCE
COMPANY

DEFENDANT(S)

**DECISION & ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY
JUDGMENT**

These matters having come on for hearing on November 9, 2017; George O. West III, Esq. and Craig B. Friedberg, Esq. appearing for Plaintiff Derrick Poole ("Poole"); Jeffery A. Bendavid, Esq. and Stephanie J. Smith, Esq. appearing for Defendants Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler, Jeep, Dodge, and Corepointe Insurance Company ("Defendant(s)"), and the Court having heard arguments of counsel, and being fully advised in the premises, COURT FINDS after review:

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2 disclosed that the vehicle was in a prior accident. It is undisputed that Defendant produced a
3 CarFax vehicle history report that listed the vehicle was in a prior accident, and the sales
4 representative indicated the same. Plaintiff drove the vehicle for a year, at which point he
5 discovered the vehicle had frame damage. Plaintiff kept driving the vehicle. Plaintiff now
6 contends that Defendants' disclosure of the previous accident at the time of sale was
7 insufficient because Defendants had an Allstate Collision Estimate of Record ("ACE") that
8 stated the nature, extent, and repair cost of the damage from the previous collision.
9

10 Defendant moves for summary judgment under NRCP 56. "Summary judgment is
11 appropriate under NRCP 56 when the pleadings, depositions, answers to interrogatories,
12 admissions, and affidavits, if any, that are properly before the court demonstrate that no
13 genuine issue of material fact exists, and the moving party is entitled to judgment as a matter
14 of law." *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005).
15

16 Plaintiff argues that each of his claims arise from Defendant's failure to disclose material
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18 contends that the material fact here is that the vehicle was in a prior accident, not the extent of
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20

21 NRS 598.0923 only requires the disclosure of material facts. Here, the material fact is that
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23 the entire effect of the accident, such as a price breakdown of every part and service provided as
24 listed in the ACE. It is undisputed that Defendant disclosed the prior accident to Plaintiff. There
25 is no indication in the record that Plaintiff inquired about the parts and services used to repair the
26 vehicle as provided in the ACE, and such information was then withheld. Plaintiff relied on the
27
28

1 CPO report, which the undisputed evidence shows would only have notated frame damage if a
2 repair, if any, was not up to standard.

3 To the extent Plaintiff argues Defendant made false representations as to the certification of
4 truck, or that the truck was of a particular quality or standard, this argument is flawed. The
5 vehicle went through and passed a 125-point Certified Pre-Owned Vehicle Inspection. Given this
6 certification, Plaintiff cannot argue that Defendant misrepresented that the vehicle was CPO
7 certified, as it was. The sufficiency of the CPO inspection standards is not at issue for this
8 argument, but rather the fact that the vehicle was ultimately certified as pre-owned.
9

10 Plaintiff conceded at the hearing that if the claim for deceptive trade practices fails, the
11 remaining claims for equitable relief must also fail. This Court agrees. Defendant disclosed the
12 material facts about the vehicle, and Plaintiff purchased the vehicle, driving it for at least two
13 years. Thus, there are no grounds to grant equitable relief for Plaintiff.
14

15 THEREFORE, COURT ORDERS for good cause appearing and after review Defendants'
16 Motion for Summary Judgment is hereby GRANTED. The hearing on Motions in Limine set for
17 December 21, 2017 at 10:30 a.m. on Motions Calendar and the Jury Trial set to begin January 8,
18 2018 at 10:00 a.m. are hereby VACATED.
19

20 DATED November 22, 2017
21

22
23 
24 NANCY ALLF
25 DISTRICT COURT JUDGE
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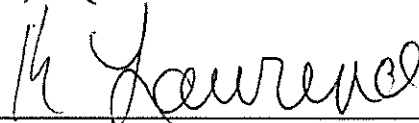
CERTIFICATE OF SERVICE

I hereby certify that on or about the date signed I caused the foregoing document to be electronically served pursuant to EDCR 8.05(a) and 8.05(f) through the Eighth Judicial District Court's electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in the mail to and/or by fax and mail to:

Jeffery Bendavid, Esq.
Stephanie Smith, Esq.
MORAN BRANDON BENDAVID MORAN

George West III, Esq.
LAW OFFICES OF GEORGE O. WEST, III

Craig Friedberg, Esq.
LAW OFFICES OF CRAIG B. FRIEDBERG, ESQ.



Karen Lawrence
Judicial Executive Assistant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Tort

COURT MINUTES

April 13, 2017

A-16-737120-C	Derrick Poole, Plaintiff(s) vs. Nevada Auto Dealership Investments LLC, Defendant(s)
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April 13, 2017	3:00 AM	Minute Order
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HEARD BY: Alf, Nancy	COURTROOM:
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COURT CLERK: Nicole McDevitt

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT FINDS after review Plaintiff filed a Motion for Leave to File First Amended Complaint (Motion) on March 17, 2017 and the matter was set for a Hearing on Motions Calendar on April 19, 2017 at 9:00 a.m.

COURT FURTHER FINDS after review the Certificate of Service indicates the Motion was e-served through the Court s e-service system to Defendants on March 17, 2017.

COURT FURTHER FINDS after review that no party has filed an opposition to the Motion. Furthermore, on March 28, 2017, Defendant Nevada Auto Dealership Investments, LLC filed a Notice of Non-Opposition.

COURT ORDERS for good cause appearing and after review pursuant to EDCR 2.20(e), failure to file an opposition may be construed as an admission that the motion is meritorious and consent to granting the same. COURT FURTHER ORDERS for good cause appearing and after review, Plaintiff s Motion for Leave to File First Amended Complaint is GRANTED; the Court has reviewed the Motion, which provides for cause for the Granting of this Motion; HEARING set for MOTIONS CALENDAR on April 19, 2017 at 9:00 a.m., VACATED; the Court will sign Plaintiff s previously submitted Order.

CLERK'S NOTE: A copy of this minute order was placed in faxed to: Thorndal Armstrong Delk Balkenbush & Eisinger (702-366-0327), Law Offices of George O. West III (702-664-0459), Snell & Wilmer, L.L.P. (702-784-5252)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Tort

COURT MINUTES

September 27, 2017

A-16-737120-C Derrick Poole, Plaintiff(s)
vs.
Nevada Auto Dealership Investments LLC, Defendant(s)

September 27, 2017 9:30 AM

All Pending Motions

HEARD BY: Bulla, Bonnie

COURTROOM: RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT: Bendavid, Jeffrey A. Attorney
 West III, George O. Attorney

JOURNAL ENTRIES

- Deft Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge's Motion for Protective Order on OST

Motion To Compel Defendant On Shortened Time To: 1) Unconditionally Admit Requests For Admissions; 2) Serve Supplemental Responses To Interrogatories; 3) Serve Supplemental Responses And Documents To Plaintiff's Request For Production Of Documents

Colloquy re: properly answering Admissions, and a failure to admit a document as authentic could result in attorney fees at Trial. Colloquy re: Admission 24. 11-13-17 Trial date. Arguments by counsel. Colloquy re: Rule 36. Counsel are close to Trial, and Commissioner cannot do anything further for counsel. COMMISSIONER RECOMMENDED, Deft Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge's Motion for Protective Order is MOOT; Motion To Compel Defendant On Shortened Time To: 1) Unconditionally Admit Requests For Admissions; 2) Serve Supplemental Responses To Interrogatories; 3) Serve Supplemental Responses And Documents To Plaintiff's Request For Production Of Documents is GRANTED; admit or deny Admissions, and

PRINT DATE: 12/28/2017

Page 3 of 12

Minutes Date: April 13, 2017

counsel may qualify as discussed; amend answers and send to Mr. West by 10-13-17. Mr. West to prepare the Report and Recommendations, and Mr. Bendavid to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Tort

COURT MINUTES

October 17, 2017

A-16-737120-C Derrick Poole, Plaintiff(s)
vs.
Nevada Auto Dealership Investments LLC, Defendant(s)

October 17, 2017 3:00 AM Minute Order

HEARD BY: Allf, Nancy **COURTROOM:**

COURT CLERK: Nicole McDevitt

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT FINDS after review on October 3, 2017 Defendants Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler and Corepointe Insurance Co. filed a Motion to Continue Trial on Order Shortening Time, and on October 13, 2017 Plaintiff filed an Order Shortening Time to Hear Plaintiff's Motion to Continue Defendant Sahara's Motions in Limine and Motion for Summary Judgment (collectively, the Motions); Hearing was set for Wednesday, October 18, 2017 at 9:00 a.m. on Motions Calendar. COURT FURTHER FINDS Defendant Wells Fargo Dealer Services, Inc. is represented by the law firm of Snell & Wilmer, LLP.

This minute order is entered pursuant to Nevada Code of Judicial Conduct 2.11(A). Judge Allf's law clerk, Adam Ellis, worked for the law firm of Snell & Wilmer for approximately two months as a Summer Associate during law school, and will be returning to the law firm at the end of his clerkship in September 2018.

Given the pendency of the upcoming hearing, Mr. Ellis will not work on the upcoming Motions. Mr. Ellis has no personal knowledge about any of the allegations made in the complaint, nor any involvement which would preclude him impartiality. This case was commenced May 22, 2016, before the time Mr. Ellis worked at Snell & Wilmer.

Should any party have an objection to Mr. Ellis working on the case generally, such objection may be made via fax to Department 27 by Wednesday, October 19, 2017 at 3:00 p.m. Should any party object, Mr. Ellis will recuse himself from any further substantive matters of the case, but will continue to work on procedural matters.

CLERK'S NOTE: A copy of this minute order was faxed to: Law Offices of George O. West III (702-664-0459), Moran Brandon Bendavid Moran (702-384-6568), Snell & Wilmer LLP (702-784-5252), and Thorndal Armstrong Delk Balkenbush & Eisinger (702-366-0327)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Tort

COURT MINUTES

October 18, 2017

A-16-737120-C Derrick Poole, Plaintiff(s)
vs.
Nevada Auto Dealership Investments LLC, Defendant(s)

October 18, 2017 9:00 AM All Pending Motions

HEARD BY: Allf, Nancy **COURTROOM:** RJC Courtroom 03A

COURT CLERK: Nicole McDevitt

RECORDER: Brynn Griffiths

REPORTER:

PARTIES

PRESENT: Bendavid, Jeffrey A. Attorney
Friedberg, Craig B. Attorney
West III, George O. Attorney

JOURNAL ENTRIES

- DEFENDANT NEVADA AUTO DEALERSHIP INVESTMENTS LLC D/B/A SAHARA CHRYSLER JEEP DODGE RAM'S MOTION TO CONTINUE TRIAL ON ORDER SHORTENING TIME...PLAINTIFF'S MOTION TO CONTINUE DEFENDANT SAHARA'S MOTIONS IN LIMINE AND MOTION FOR SUMMARY JUDGMENT ON ORDER SHORTENING TIME

Court stated it could set the trial certain at the end of the stack and set motions in limine at a time convenient to everyone. Mr. West noted his expert would be out of town. Colloquy regarding availability and settings for motions and trial. COURT ORDERED, Defendant's Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler Jeep Dodge Ram's Motion to Continue Trial on Order Shortening Time GRANTED; Plaintiff's Motion to Continue Defendant Sahara's Motions in Limine and Motion for Summary Judgment GRANTED, pretrial motions CONTINUED to December 21, 2017 10:00 a.m., Motion in Summary Judgment CONTINUED to November 9, 2017 at 1030 a.m. Mr. West requested an extra day to file their oppositions. Mr. Bendavid stated he had no opposition to that. COURT SO ORDERED. Mr. West requested to exceed the thirty page limit on his opposition. Court directed Mr. West to obtain a stipulation or do an exparte application.

1/8/2017 - 1/12/2017 JURY TRIAL

COURT FURTHER FINDS after review on October 26, 2017 Plaintiff filed an Objection to Defendant's Filing of Non Oppositions to Defendant s Motions in Limine (Objection). In the Objection, Plaintiff indicates its Oppositions to the Motions in Limine will be filed no later than Monday, November 13, 2017.

COURT ORDERS for good cause appearing and after review, pursuant to the Court's verbal decision at the hearing on October 18, 2017 to reset the briefing schedule, Plaintiff's objection is SUSTAINED. COURT FURTHER ORDERS for good cause appearing and after review the briefing schedule on the Motions in Limine as follows: Plaintiffs will have until November 13, 2017 at 5:00 p.m. to file any oppositions; Defendants will have until November 30, 2017 at 5:00 p.m. to file any replies.

CLERK'S NOTE: A copy of this minute order was faxed to:

Consumer Attorneys Against Auto Fraud (702-664-0459)
Law Offices of Craig B. Friedberg, Esq. (702-435-6659)
Thorndal Armstrong Delk Balkenbush & Eisinger (702-366-0327)
Moran Brandon Bendavid Moran (702-384-6568)
Snell & Wilmer LLP (702-784-5252)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Tort

COURT MINUTES

November 09, 2017

A-16-737120-C Derrick Poole, Plaintiff(s)
vs.
Nevada Auto Dealership Investments LLC, Defendant(s)

November 09, 2017 10:30 AM All Pending Motions

HEARD BY: Allf, Nancy **COURTROOM:** RJC Courtroom 03A

COURT CLERK: Nicole McDevitt

RECORDER: Brynn Griffiths

REPORTER:

PARTIES

PRESENT: Bendavid, Jeffrey A. Attorney
Friedberg, Craig B. Attorney
Smith, Stephanie J. Attorney
West III, George O. Attorney

JOURNAL ENTRIES

- DEFENDANT'S NEVADA AUTO DEALERSHIP INVESTMENTS LLC'S AND COREPOINTE INSURANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT...DEFENDANTS NEVADA AUTO DEALERSHIP INVESTMENTS LLC D/B/A SAHARA CHRYSLER AND COREPOINTE INSURANCE CO.'S MOTION TO STRIKE DECLARATION OF ROCCO AVELLINI ATTACHED TO PLAINTIFF'S OPPOSITION ON ORDER SHORTENING TIME...DEFENDANTS NEVADA AUTO DEALERSHIP INVESTMENTS LLC D/B/A SAHARA CHRYSLER AND COREPOINTE INSURANCE CO.'S MOTION TO STRIKE FUGITIVE DOCUMENTS FILED BY PLAINTIFF ON ORDER SHORTENING TIME...PRETRIAL/CALENDAR CALL

Arguments by Mr. Bendavit and Mr. West regarding the merits of and oppositions to the pending motions. Court stated its findings and ORDERED, Defendants Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler and Corepointe Insurance Co.'s Motion to Strike Declaration of Rocco Avellini Attached to Plaintiff's Opposition on Order Shortening Time DENIED; Defendants Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler and Corepointe Insurance Co.'s Motion to

PRINT DATE: 12/28/2017

Page 11 of 12

Minutes Date: April 13, 2017

JOINT APPENDIX 1047

Strike Fugitive Documents Filed by Plaintiff on Order Shortening Time DENIED; Defendant's Nevada Auto Dealership Investments LLC's and Corepointe Insurance Company's Motion for Summary Judgment CONTINUED TO CHAMBERS CALENDAR for court to view NRS and other case law.

11/21/2017 (CHAMBERS) DECISION: DEFENDANT'S NEVADA AUTO DEALERSHIP INVESTMENTS LLC'S AND COREPOINTE INSURANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT



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

GEORGE O. WEST, III
10161 PARK RUN DR., SUITE 150
LAS VEGAS, NV 89145

DATE: December 28, 2017
CASE: A-16-737120-C

RE CASE: DERRICK POOLE vs. NEVADA AUTO DEALERSHIP INVESTMENTS LLC dba
SAHARA CHRYSLER, JEEP, DODGE; WELLS FARGO DEALER SERVICES INC.;
COREPOINTE INSURANCE COMPANY

NOTICE OF APPEAL FILED: December 23, 2017

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

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

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

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

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

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

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

Certification of Copy

State of Nevada }
County of Clark } SS:

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

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; DECISION & ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT; NOTICE OF ENTRY OF DECISION AND ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

DERRICK POOLE,

Plaintiff(s),

vs.

NEVADA AUTO DEALERSHIP
INVESTMENTS LLC dba SAHARA
CHRYSLER, JEEP, DODGE; WELLS FARGO
DEALER SERVICES INC.; COREPOINTE
INSURANCE COMPANY,

Defendant(s),

Case No: A-16-737120-C

Dept No: XXVII

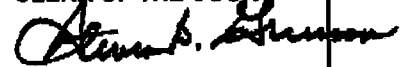
now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 28 day of December 2017.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk



TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

DERRICK POOLE,

Plaintiff,

vs.

NEVADA AUTO DEALERSHIP
INVESTMENTS LLC,

Defendant.

AND OTHER PARTIES

CASE NO. A-16-737120-C
DEPT NO. XXVII

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE NANCY ALLE, DISTRICT COURT JUDGE

RE: MOTIONS

THURSDAY, NOVEMBER 9, 2017

APPEARANCES:

FOR THE PLAINTIFF:

GEORGE O. WEST, III, ESQ.
CRAIG B. FRIEDBERG, ESQ.

FOR DEFENDANTS:

JEFFREY A. BENDAVID, ESQ.
STEPHANIE J. SMITH, ESQ.

RECORDED BY: BRYNN GRIFFITHS, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

1 **LAS VEGAS, CLARK COUNTY, NEVADA NOVEMBER 9, 2017, 1:16 P.M.**

2 * * * * *

3 THE COURT: Calling the case of Poole versus Nevada
4 Auto Dealership.

5 Appearances, please.

6 MR. WEST: Good morning, Your Honor. George West,
7 W-e-s-t, and Craig Friedberg on behalf of plaintiff and
8 opposing party.

9 THE COURT: Thank you.

10 MR. FRIEDBERG: Good afternoon, Your Honor.

11 MR. BENDAVID: Good afternoon, Your Honor. Jeff
12 Bendavid appearing on behalf of defendants.

13 MS. SMITH: Stephanie Smith also appearing on behalf
14 of defendants.

15 THE COURT: Thank you both.

16 All right. This is the defendant's -- let's talk
17 about the motion to strike the declarations, motion to strike
18 document before we get into the summary judgment motion.

19 MR. BENDAVID: Your Honor, obviously really quickly,
20 you know, we moved to strike the declaration as improper as
21 basically they're substituting or supplementing their expert
22 report through a 17 page or so forth affidavit from their
23 expert, who's basically making argument on motion to strike --
24 I'm sorry -- motion to exclude his testimony and on summary
25 judgment, which is improper.

1 They have an expert report. An expert was disclosed
2 timely. You know, that expert's deposition was taken. There
3 was a rebuttal period that they could've provided a rebuttal
4 report. They chose not to, and so now this is basically after
5 discovery, which closed in August. We're now in November.
6 They disclosed a supplemental -- after his deposition's
7 taken -- this supplemental report, if you will, because he's an
8 expert. He's basically testifying in another document. We
9 think it's improper, Your Honor. If they wanted to make a
10 supplement, they should've during discovery so we had a chance
11 to even depose him on such things.

12 THE COURT: Thank you.

13 Opposition, please.

14 MR. WEST: Thank you, Your Honor.

15 As set forth in our opposition, first off, as a
16 matter of law and by definition, Mr. Avellini's opinions can't
17 be considered rebuttal in nature because they failed to
18 designate Mr. Gongora with respect to 16(a)(B)(2), I believe,
19 Your Honor. With respect to supplementation, all of the things
20 in his declaration -- and this is what they don't say -- all of
21 these things in his declaration were all testified to at length
22 at his deposition, either in nondirect or redirect by me.

23 And the only thing he has offered and possibly that
24 could be construed -- possibly construed as supplemental is
25 being more specific in his foundation for his opinions. Much

1 of this summary judgment to a certain extent is based heavily
2 on expert opinion, Your Honor, with respect to the opposition;
3 with respect to should this have been certified as a CPO; did
4 they violate manufacturer's recommendations and standards?
5 Those types of things can only be opposed and otherwise set
6 forth in an opposition through expert testimony.

7 As far as the report's concerned, Your Honor, as the
8 Court's well aware, the actual report itself is hearsay. That
9 is inadmissible for purposes of a summary judgment motion. You
10 have to bring in expert testimony if you're going to oppose a
11 summary judgment through admissible evidence, which is set
12 forth in the declaration, and so that's why in his report it's
13 not a supplement, and if you --

14 And it covers all the opinions in his report.
15 They're claiming it is. And I would challenge opposing counsel
16 to say that none of this stuff was testified to in his
17 deposition or covered in his report. This is all stuff that
18 was otherwise covered and that they had the opportunity to
19 cross-examine him on, and it's simply not supplemental, or nor
20 is it rebuttal.

21 THE COURT: Thank you.

22 And your response, please.

23 MR. BENDAVID: Quickly, Your Honor. Why is it here
24 then? If it's the exact same thing, which it's not, but if
25 it's the exact same thing -- and even though counsel does agree

1 that he expands on that -- if it's the exact same thing then
2 his report stands -- correct. It is hearsay in terms of his
3 report, but they do have the deposition testimony. Your Honor,
4 he was deposed for over five and a half hours -- I believe four
5 hours from us and over an hour from Mr. West. He's attached
6 that deposition transcript. So he's got the deposition
7 transcript.

8 He's right. You can bring in testimony with regards
9 to a motion for summary judgment. He has that testimony. Now
10 they're adding to the report. They're adding to his testimony
11 in -- in the form of a declaration. The declaration's not just
12 testimony. He's making argument. He's making opinions in that
13 declaration. Those opinions then have to be in his report. If
14 they're not in his report, Your Honor, he can't bring them in
15 now, months after discovery has closed.

16 THE COURT: Thank you. This is the defendant's
17 motion to strike the Avellini deposition. It'll be denied.
18 Avellini was timely, designated. It reiterates the opinions in
19 his report, and it's appropriate in response to a summary
20 judgment motion for the expert to provide an affidavit. So the
21 motion to strike will be denied.

22 Now let's deal with the defendant's motion to strike
23 fugitive documents.

24 MR. BENDAVID: Certainly, Your Honor. We had agreed
25 by e-mail, I believe -- this is on our motion to strike the

1 concise statement --

2 THE COURT: Right.

3 MR. BENDAVID: -- separate concise statements.

4 THE COURT: And this was in addition to the
5 additional length of briefing?

6 MR. BENDAVID: Correct, Your Honor. So what had
7 happened is he had asked me on the day of filing by e-mail, I'm
8 going to be filing my opposition today. Will you consent to a
9 50 page reply -- I'm sorry -- 50 page opposition? And I
10 responded back saying, If you're going to file a 50 page
11 opposition, then I would need -- I would ask for a 30 page
12 reply brief. He said fine, sends over a stip the next day.

13 At the same time that he sends over the stip, he
14 starts filing documents after documents, and I think there was
15 some corrections he had to make, and then he e-mailed me, and
16 then he filed an errata, and then he filed another errata. So
17 by the time we figured out what was being filed, I then
18 contacted him. I said, Hey, wait a minute. That's not what I
19 agreed to. I said 50 pages. I'm going to agree to the 50 page
20 brief, but I'm not agreeing to 90 pages of briefing because you
21 included 35 pages of separate statements that you're including.

22 His interpretation of the rule is that there's a page
23 limitation for the brief, which is basically -- his argument is
24 that there's a page limitation for just the memoranda points
25 and authorities. He doesn't include the captions. He doesn't

1 include table of contents. He doesn't include the notice of
2 motion. He doesn't include any of that. It just starts -- he
3 actually does little Roman numerals and then starts page 1 like
4 five pages later and then says it's 50 pages. So my
5 conversation I was trying to have with him was, hey, wait a
6 minute. Let's have a discussion here. I agreed to stipulate
7 to that, but I didn't agreed to stipulate to this other
8 additional documents.

9 The rule is simple. The rule is under NRCP 56(c), it
10 says, Responses thereto shall include a concise statement.
11 Now, his interpret -- his action -- response and he quotes the
12 civil practice manual saying that you can do it separately.
13 Fine. There's -- I'm not arguing that you cannot file this
14 statement of a disputed facts or undisputed facts separately.
15 There's nothing in my motion that says you cannot file them
16 separately. What we're arguing is that they still have to fit
17 within the page limitation.

18 In this case it's 50 because we stipulated to 50.
19 The Court's granted that and given him 50. So it would still
20 have to fit within that 50. You don't get 500 pages and file
21 your brief at 30 or 50 in this case and then have an unlimited
22 amount that you can then make argument on each of the
23 undisputed facts or disputed facts, and that's what he's done.
24 And so I objected to that and filed a motion to strike those
25 saying wait a minute. You have to include -- the rule is

1 specific. It says, Shall include in your response. It doesn't
2 say file separately.

3 He wants to cite the civil practice manual, which is
4 not a rule, but the rule itself doesn't reference page numbers.
5 So it says for convenience purposes it might be better to give
6 the Court a separate statement so the Court is not fishing
7 through the document trying to figure out what you're
8 disputing. Your Honor, we fit ours into 30 pages, and we had
9 a -- our very first section stated that concise statement. So
10 the Court's not fishing through. It's still within the brief.

11 Our argument is, Your Honor, if they want to file it
12 separately, great. They want to file five different documents
13 separately, but they all still have to fit under the page
14 number limitation because it does create an unfair advantage
15 where he basically had 90 pages of briefing.

16 THE COURT: Thank you.

17 And the response, please.

18 MR. WEST: Yes, briefly, Your Honor. The separate
19 statement under the -- for an opposition or moving for a motion
20 for summary judgment isn't argumentative in nature. It has to
21 be factual in nature by its -- by its very nature. I think the
22 civil practice manual, which has had that provision in it and
23 which the way I practiced before the Eighth Judicial District,
24 since they changed that rule in 2005 is exactly that, and the
25 reason why you do it that way -- and there was no intention

1 here to get around the page limit.

2 We asked for extra pages, Your Honor, given the
3 broadness of the issues and everything else. Your Honor,
4 granted that. There was no even implied intent here to try and
5 put one over on counsel. I don't -- I have never filed an
6 opposition in the last 12 years to an opposition for summary
7 judgment within my -- I have never ever even seen an objection
8 ever lodged by an opposing counsel in 12 years of practice
9 since they changed the rule of a separate statement and a
10 separate document.

11 The practice guide's very clear. When Your Honor and
12 your law clerk is going through this stuff, you don't want to
13 have to go back and forth and flipping through stuff. This is
14 a separate document for convenience of the Court. It's not an
15 issue of getting around it.

16 As far as the page limit is concerned with the
17 caption page and the table of contents and the list of
18 exhibits, Your Honor, I believe the local rule says if you go
19 in excess of the page limits you need to put a specific table
20 of contents. So --

21 THE COURT: And so if you had asked for relief to
22 file this statement, I would always grant that to either side.
23 And if based upon the briefings you need additional time to be
24 prepared to respond or to hold your hearing, I would grant
25 that, too, but you didn't seek relief here, and you did exceed

1 the page limit.

2 MR. WEST: Well, if -- if that's -- if the Court's
3 interpretation of the rule is that the page limit -- that the
4 separate statement has to be put in writ large to the motion,
5 that's not the way that I've ever interpreted the rule. That's
6 never a way in which -- that's not the way the procedural
7 practice manual suggests that it's better practice to do.
8 There's no Nevada case law with respect to that has to be
9 incorporated writ large.

10 THE COURT: It wasn't filed with your opposition. It
11 was filed later. It wasn't -- it's not an exhibit. It was
12 filed the next day. That was my concern with it, and it pains
13 me to consider this motion because the issues of disputed facts
14 as seen by each side are very important to the consideration of
15 these motions, and that's the only reason why I'm going to deny
16 the motion. I do think it's a violation, and if it comes up
17 again, I'd be happy to grant leave even on an ex parte basis
18 with notice so long as the other side's rights are protected to
19 respond. I would do that for either side. So --

20 MR. WEST: Fair enough, Your Honor.

21 THE COURT: -- I am going to deny the motion today
22 only because the rule requires this to be filed, but in keeping
23 in mind in the future that you would have to ask for leave.

24 The briefs on this side, on both sides were so good
25 that we -- and they were so long. We spent so much time

1 preparing for this. That's why I hated this morning that you
2 didn't get to go, and I thank you all for your professional
3 courtesy --

4 MR. BENDAVID: It's fine.

5 THE COURT: -- in agreeing to come back this
6 afternoon.

7 I believe that takes us to the defendant's motion for
8 summary judgment.

9 MR. WEST: I'm assuming, Your Honor, also that would
10 include the plaintiff's response to their separate statement --

11 THE COURT: That's correct.

12 MR. WEST: -- because that was also in the motions of
13 fugitive document.

14 Just for further clarification if I'm before this
15 Court again.

16 THE COURT: Please.

17 MR. WEST: Does the response, if you do a response to
18 their separate statement, does it have to be sought for leave
19 as well?

20 THE COURT: Yes.

21 MR. WEST: Okay. Thank you for the clarification.

22 THE COURT: Yeah. Because then it's outside the --
23 the rules of motion, opposition and reply.

24 MR. WEST: Fair enough, Your Honor. I just wanted
25 clarification on that.

1 THE COURT: And if there's no objection, I'm not
2 going to object, but when there is an objection, I have to deal
3 with it in accordance with the rules.

4 MR. WEST: Sure.

5 THE COURT: So the motion for summary judgment,
6 please. Go ahead, please.

7 MR. BENDAVID: Thank you, Your Honor.

8 Your Honor, let me just start at the beginning. So
9 this is an interesting scenario to the extent that what you
10 have here is you have the plaintiff coming forth years later
11 admitting, conceding there's nothing wrong with the car in
12 terms of that he's driven it for three years, right? That a
13 car that was previously in an accident before he purchased it,
14 before my client purchased the vehicle and disclosed that
15 accident. What we have here is years later after an expert
16 takes a look at it and inspects it, tells them there's all
17 these problems with it, but only after he then tried to refi
18 the vehicle.

19 Now, I'm trying to give you a quick little summary,
20 and then I want to get into some specifics.

21 THE COURT: (Inaudible.) I read everything.

22 MR. BENDAVID: Okay.

23 THE COURT: But I don't want to cut you off either.

24 MR. BENDAVID: I -- I'm sorry.

25 THE COURT: If I were going to limit arguments, I

1 would've compressed everything this morning --

2 MR. BENDAVID: Okay. Great, Your Honor. I didn't
3 know if you were -- I didn't know if you had another hearing or
4 something. So.

5 THE COURT: No. This is it.

6 MR. BENDAVID: Okay. Great.

7 THE COURT: For the day. So you've all -- it doesn't
8 mean you should go till 5:00 --

9 MR. BENDAVID: No.

10 THE COURT: -- unless you need to.

11 MR. BENDAVID: No.

12 THE COURT: But I certainly am prepared and want to
13 hear argument on both sides.

14 MR. BENDAVID: Okay. Great. Thank you, Your Honor.
15 And I think we can get pretty close to our 30, 40 that we told
16 you this morning.

17 On May 5th, 2014, my client purchases this Ram
18 truck. They received the Allstate report. Now, this Allstate
19 estimate report -- repair damage, right -- provided by Allstate
20 showed that the car was in an accident, and Allstate took the
21 car and repaired it for that owner at that time and made those
22 repairs. My client gets that report. It's not disputed. We
23 have it.

24 Defendant then prior to May 8th inspects the vehicle,
25 has the vehicle inspected by its service department, agrees to

1 purchase the vehicle, purchases it and then -- and then then
2 submits it on May 8th to its service department for a full
3 inspection. It goes through a hundred and twenty-five point
4 inspection, and then the car gets certified as a certified
5 preowned. We refer to it as the CPO.

6 THE COURT: Right.

7 MR. BENDAVID: And that is conducted by Chrysler's
8 mechanic who has 20 years' experience, has CPO'd vehicles, who
9 testified that he would've had the Carfax at the time, and
10 we'll get into the Carfax in a moment. He would've had the
11 Carfax. He would've had the information, you know, of the car.
12 He would've examined everything about the car. He went through
13 his checklist, identified everything and certified the vehicle
14 as certified preowned. All right. That occurs on May 8th.

15 On May 26th, plaintiff comes to the dealership
16 looking for a new truck. He goes there with the intent of
17 buying a truck. He finds a truck. He looks at that truck and
18 goes on a test drive. During that test drive he is told and he
19 testifies that he is told that he -- that the car had a
20 previous accident. They test drive the vehicle. He likes the
21 vehicle. It goes in. He decides he's going to purchase the
22 vehicle. They go through the purchase transaction.

23 During that purchase transaction, when he's sitting
24 down, they present him with the Carfax that has the disclosure.
25 In fact, the Carfax says, Your Honor, accident damage reported

1 right on the face of the Carfax. Carfax then goes in to
2 detail. If you take a look, it says, Total loss -- no total
3 loss reported to the Carfax. Structural damage -- no
4 structural damage reported to Carfax. Airbag deployment -- no
5 airbag deployment. Accident -- accident reported on 3/26/14.
6 Damage report on 3/26/14. Now, he signs the Carfax.

7 Now, what's important about this part, before we go
8 any further, is that plaintiff initially has a different story.
9 Plaintiff's original story is that he didn't know it was in an
10 accident. In fact, he contacts the salesman and says that he
11 was trying to refi his vehicle through State Farm, and through
12 that vehicle -- through that refi State Farm told him it was in
13 an accident and it incurred frame damage. And then he says he
14 did some Internet search and found something where this frame
15 damage was reported or noted on this car; yet discovery's
16 closed in August.

17 They've never -- they'd never produced a single
18 document that shows that. They've never produced this report.
19 They've never pursued the Internet search. They never produced
20 anything from State Farm, anything at all that says there was
21 this frame damage that he found. Nevertheless, he says, I was
22 never told about an accident. He goes and meets with Mr. West,
23 and Mr. West sends his expert over to examine the car. And --
24 and now this is two years after he purchased the vehicle. It's
25 an important part of this because it's two years he's been

1 driving around with the vehicle -- no issues with the vehicle,
2 no warranty claims, no repair claims, no problems.

3 But now he's got -- now, an expert says, well, they
4 didn't tell you about the accident. You can see where it's
5 been repaired, and now they've filed this initial suit saying
6 you didn't give him a Carfax. It was in an accident. You
7 didn't disclose that, you know, and things changed rather
8 quickly after the lawsuit gets filed because then they get a
9 copy of the Carfax that their client signs, and now the
10 complaint changes. Get a First Amended Complaint later on.

11 And now it's, well, you did disclose it, and he does
12 concede in his deposition testimony that yes, he was told by
13 the driver at the time. Apparently he forgot, and he concedes
14 that he did sign the Carfax and it was disclosed, but his
15 response is that when he asked about the accident he was told
16 it was a minor accident.

17 Now, the Allstate report, which is not in dispute,
18 says it was about \$4,000 and change in damages to the vehicle
19 and it was repaired. The vehicle -- what the argument they're
20 trying to bring forth, Your Honor, right, is that for some
21 reason after driving it around for three years and because it
22 was in an accident they're basically making a legal argument to
23 this Court that any -- any car that's in an accident, no matter
24 how minor can never be CPO'd, can never get certified preowned
25 because that's their argument.

1 Their argument is he couldn't have certified it
2 because it was in a previous accident. Why? Cars get in
3 accidents all the time. They get repaired. It doesn't -- so
4 their other argument to that is, well, there's a stigma
5 attached to cars that are in accidents.

6 So take a look at this case that you have in front of
7 you. It's not a dispute that the car was in an accident. They
8 don't dispute it. We don't dispute it. Don't dispute that it
9 was disclosed -- they agree; we agree. The nature and extent,
10 and I am using that language from their brief, the nature and
11 extent of that accident wasn't disclosed. In other words, they
12 didn't tell them the bumper was repaired and the right bracket
13 was removed and changed out. They're correct. We're not --
14 that's not in dispute.

15 Legally, they believe we have a duty under the
16 deceptive trade practice statute, which is odd, but under that
17 statute we have a duty and a requirement to disclose every
18 bolt, nut, bracket that's replaced, and if you don't, then
19 you've violated the deceptive trade practice statute.
20 That's -- if you want to sum up their argument, that's the
21 argument that they're making is that because they can't make an
22 argument that it was wasn't disclosed because it was, and they
23 concede it. Plaintiff concedes it.

24 Plaintiff drove the vehicle for three years, and when
25 did he stop driving the vehicle? The day before his deposition

1 when he was apparently being prepared for his deposition by his
2 expert, and the expert told him to stop driving. That's what
3 he testified to. At -- at -- the day before his deposition,
4 the expert told him stop driving the vehicle, and that's when
5 he finally stopped driving the vehicle even though there was
6 nothing wrong with the car or the truck.

7 To this day, the car -- the car he purchased is what
8 he purchased. Nothing will change. The trial could take eight
9 weeks, and nothing will change from this moment, which is he
10 drove a -- he went to the dealership to buy a truck. He found
11 a truck. He purchased a truck. The truck had a previous
12 accident. He knew he was buying a truck with a -- that had a
13 previous accident. So any type of damages they're trying to
14 imply and state that there's a stigma with purchasing a vehicle
15 that had a previous accident is nonsense. He knew that at the
16 time.

17 So his situation never changes except he gets -- what
18 does he get for the benefit of that bargain? It's fully
19 disclosed that it's in an accident. So if it's fully
20 disclosed, that means the price that he pays -- he paid for a
21 vehicle that was priced with a previous accident, and it was
22 CPO'd and provided additional warranties to that vehicle.

23 Now, it would be different if they came in here and
24 says this doesn't work. If he turns left, something falls off.
25 You know, they won't warranty the car. They lied and said we

1 got you a warranty. What have they lied about? What did they
2 misrepresent?

3 Your Honor, under the consumer fraud statute and
4 under the statute they file, right, they need to show that
5 defendant made a false representation, that defendant knew or
6 believed that representation to be false, that defendant
7 intended to induce plaintiff to act or refrain in such a manner
8 based on that misrepresentation, that plaintiff justifiably
9 relied on that misrepresentation and plaintiff was damaged as a
10 result.

11 Now, first of all, "plaintiff" did not make a false
12 representation. The evidence is clear. Every representation
13 that we've made, that I've made today --

14 THE COURT: You mean the defendant didn't make a
15 false --

16 MR. BENDAVID: I'm sorry.

17 THE COURT: I'm just --

18 MR. BENDAVID: Did I say plaintiff?

19 THE COURT: I'm just making sure --

20 MR. BENDAVID: Yeah. No.

21 THE COURT: -- I was --

22 MR. BENDAVID: I'm sorry. Defendant did not make a
23 false representation in terms of the vehicle -- signed a
24 Carfax, gave him a warranty, CPO'd the vehicle, sold it to him
25 for the price that they agreed to, fulfilled all its

1 obligations under that contract, and to this day have so.

2 Now, what they want to try to claim is, well, our
3 expert, even though he doesn't -- we'll get to that in a
4 second -- but even though he doesn't put it in his report,
5 during his deposition he says, well, there's a reconditioned
6 wheel, and, you know, this wheel is bad. Well, okay. What's
7 wrong? What's wrong with the wheel? Well, the car's
8 warrantied. If he had a problem with the wheel -- which
9 plaintiff does not say he has a problem with the wheel; his
10 expert does.

11 Plaintiff says he has no problem with the car, none.
12 So now, of course, three years after he's driven it and
13 thousands of miles later he says, well, now he's nervous about
14 driving it because it could have some safety issues. Bring the
15 car in. He's got a warranty under the car. He's had a
16 warranty from the day he left. So he's not made a warranty
17 claim to the dealership. He's not made a claim under that car.
18 So why didn't he bring a warranty claim?

19 Your Honor, to make a false representation, they
20 would have to basically make the argument, and the case law
21 that they keep citing to are these cases where the accident is
22 not disclosed and then later on find out the car was in an
23 accident, and they say oh, well, we didn't know, but in this
24 case they did know. They did disclose it. So the issue
25 becomes, what the argument they're trying to make and the case

1 they're trying to build is that you have to provide the nature
2 and extent of the accident.

3 THE COURT: But that's their argument. The nature
4 and extent that there's a question and fact with regard to what
5 was disclosed and what the actual damage to the car was.

6 MR. BENDAVID: Well, actually there's not a --
7 there's not a dispute of fact as to what was disclosed because
8 the parties agree as to what was disclosed. So we don't have a
9 disputed fact as to what was disclosed. We agree. We
10 disclosed the car was in a previous accident. We disclosed
11 that the Carfax was provided to them that disclosed the
12 accident and that plaintiff concedes that those two -- those
13 disclosures were, in fact, made. So if those disclosures were,
14 in fact, made, Your Honor, that we don't dispute as to the
15 disclosure.

16 Now, what they're saying is you should have told him
17 about the bracket was missing and the bumper was removed and,
18 you know, and every detail in that Allstate report you
19 should've walked him through it and said this was changed.
20 This was changed. This was changed. This was changed.

21 THE COURT: Does it have to do with the ACE report?
22 The ACE --

23 MR. BENDAVID: Excuse me?

24 THE COURT: Does it have to do with the A-C-E report
25 and whether or not that matches up with what was disclosed by

1 the seller?

2 MR. BENDAVID: No. What they're saying -- what their
3 argument is, Your Honor, their argument is that the CPO report,
4 right, that the checklist that was provided, that the checklist
5 should have provided what was replaced and what was repaired.
6 That's what the -- you're correct, yes. And that's part of
7 what their argument is even though they concede that nowhere in
8 that CPO checklist is a provision for that. In other words,
9 it's all provided for.

10 What his argument is at the end, you could've written
11 it in in the comment section. You could've just written it in,
12 and he asked him, and he asked Ray Gongora. He asked him if he
13 could have written that in. Sure. You could've written in
14 that the car needs a sunroof. You could've written anything in
15 that comment section. So what his point is could you have
16 written that in? Sure.

17 Now, is it required to? Because Sahara Chrysler Jeep
18 testified that they went through the Allstate report. It's all
19 minor damages that were fully repaired by Allstate before we
20 purchased it, and the vehicle is in good condition after they
21 do an inspection of the vehicle and find that the vehicle is in
22 good condition and that there are no issues from it from an
23 accident. Like I said, accidents occur all the time. That's
24 nothing new.

25 To make the argument though, which is what they're

1 doing -- they're trying to make a legal argument that any
2 single car that's in an accident, no matter how minor, can't
3 then be CPO'd, and they don't have a CPO expert that's going to
4 come and testify. Their expert's not certified as a CPO. He
5 testified he's never done a CPO. He's never been trained in a
6 CPO, and so but he's arguing basically, well, you can't CPO a
7 car that's been in a previous accident.

8 When asked if you would've disclosed -- when asked
9 the plaintiff, we've disclosed certain actions to you, certain
10 brackets, his answer is, well, I'm not a mechanic. I'm not a
11 car guy. I wouldn't know. So really what is the difference
12 then to plaintiff had they said, hey, did you know the right
13 bracket was replaced, and they replaced the bumper? You know,
14 when Allstate fixed this thing, before we bought it, here's
15 what was fixed. Would that have made a difference?

16 Now, keep in mind originally and including --
17 included in their text messages that they disclosed from
18 plaintiff, plaintiff originally took the position that he
19 didn't know about an accident at all, then remembered that he
20 signed the Carfax. Then he remembered that the salesman told
21 him it had been in a previous accident. So now it's, well,
22 they didn't tell me enough about the accident.

23 Well, wait a minute. Plaintiff -- where's
24 plaintiff's duty? Plaintiff attempts to absolve themselves of
25 any duty there and says if you're -- if you're provided a

1 disclosure from Carfax that says it's been in a previous
2 accident and the salesman tells you it's been in a previous
3 accident, then if you don't want to investigate it, don't. But
4 if you do, you can. When they're seeking rescission, fraud,
5 when they're seeking all those things, guess what? You can't
6 just sit back and drive it for three years and then come and
7 say that was fraud.

8 Because keep in mind, Your Honor, that expert
9 inspected that vehicle, which was merely observations. He took
10 no measurements. He didn't put it on a rack. He didn't do
11 anything. Basically he testified he made observations when he
12 inspected it. He did that two years later. He didn't do it at
13 the time. He didn't do it a month later, six months later. He
14 did it two years after plaintiff has been happily driving his
15 truck around and only because of some Internet report that he
16 thinks he found that said it had frame damage, and State Farm
17 says we found something on this, and that's why State Farm
18 wouldn't refi it, which was his third refi by the way. He
19 testified that he had it refied twice before that without a
20 problem.

21 THE COURT: What does that matter?

22 MR. BENDAVID: No. I think the point is is that
23 whoever refied it before had no issue with it. State Farm came
24 across something. We don't know what, whatever they did, and
25 we're not even disputing that State Farm told him that. State

1 Farm told him that. That's what started it. That's fine. But
2 the point is, after his third refi when he's going to State
3 Farm and they say oh, no, it had some kind of frame damage, he
4 says he finds an Internet report which he's never produced
5 that -- that sent him on this track, but yet even the Carfax
6 itself says there's no structural damage reported.

7 The actual repair order and the repair document that
8 nobody disputes exists by Allstate, not done by us, prior to
9 us, says there's no frame damage. It shows everything that's
10 been repaired. So here's then -- there's no -- in other words,
11 there has to be some kind of fraud, right? In other words,
12 they're suing for fraud for intentional misrepresentation. So
13 you would have to misrepresent to him that there was an
14 accident. Well, if we disclosed everything, how could you
15 misrepresent?

16 The vehicle -- the vehicle went through a hundred
17 and twenty-five point inspection by the dealership. They
18 concede that. We made that disclosure. We disclosed that it
19 was certified as a preowned -- disclosed that. Disclosed --
20 disclosed that it was done by a 20 year certified tech --
21 disclosed that. Provided extra warranties based on that --
22 that was also disclosed. Most importantly, he was disclosed
23 fully about the accident. So if he's disclosed about the
24 accident, right, where is he left? Is it nature and extent?

25 Their entire case is trying to say that it's an issue

1 of fact as to whether the nature and extent has to be
2 disclosed. Well, they're actually making a legal argument.
3 They're saying they were legally required to provide the nature
4 and extent. They're not asking for -- they're not asking that
5 box to make a determination that factually the nature and
6 extent had to be disclosed. They're asking for a legal
7 obligation on the dealership to make a nature -- extent and
8 nature of that -- of those repairs disclosed to plaintiff and
9 that the disclosure made was not sufficient. That's the case
10 they have changed into and that there's other damage with the
11 car. There is damage with a reconditioned wheel.

12 And as a result, they're asking for this Court to
13 rule under 590A that there's a deceptive trade practice. Under
14 that we had to knowingly make a misrepresentation. I think the
15 evidence is clear, Your Honor, the testimony that was provided
16 here is that there's no knowing misrepresentation, that all the
17 disclosures were made.

18 If he had asked, do you have a -- do you have a copy
19 of the repair order and they said no, then you'd have an issue
20 of fact as to whether they should've provided that, and then
21 there's the misrepresentation. Plaintiff does not say that.
22 Plaintiff concedes that he never asked for it. He never asked
23 for anything else except what was talked about at that -- at
24 that meeting when he purchased the vehicle. So we don't have a
25 dispute of fact that needs to be resolved by a jury.

1 They're asking for a legal duty to be imposed on the
2 dealership that they must disclose every bolt, every nut, every
3 bracket. Everything that was touched on that car had to first
4 be disclosed to plaintiff, even though he didn't ask, and that
5 therefore it's a deceptive trade practice because you didn't do
6 that. Now, the evidence is clear is that after three years
7 that plaintiff never has an issue with the car I think speaks
8 for itself.

9 If they came in here with service records, right, and
10 says, you know, this big binder here has all these service
11 records, and says look at all the repairs that were made to
12 this car, and they're all related to this accident. They
13 misrepresented the CPO. They misrepresented everything because
14 they didn't -- this car had so many problems, and he's been
15 back and forth a hundred times.

16 He said the most he did in three years was have an
17 oil change and, of course, get into a supplemental accident
18 this year. He testifies that he got into another accident. He
19 got about \$5,000 in damages. And guess what, Your Honor. They
20 fixed that car. They fixed those damages and restored his car
21 to where it was. So again vehicles do get damaged, Your Honor,
22 and it happens, but to make the argument that you must disclose
23 each and every repair down to the nut and bolt is -- is not --
24 it's not a requirement that they were able to cite in any law.

25 Now, what do they ask besides? So you have no

1 intentional misrepresentation because there's no
2 misrepresentation. There's no knowingly misrepresentation
3 because they disclosed everything to him. Did he justify -- is
4 that -- is that -- was that misrepresentation made to him with
5 the intent of getting him to purchase the car? Again, there's
6 no misrepresentation. So there's nothing for him to rely on
7 because he's not misrepresented in any way, and he concedes
8 that. He doesn't state they lied to him. Now it's turned
9 into, well, he omitted something, and then he relied on that
10 omission. Well, wait a minute.

11 They -- there's no duty to require of every nut and
12 bolt has to be disclosed, especially when there's nothing wrong
13 with the car. It's a different argument they can come in here
14 and say there's a million things wrong with the car. The car
15 never runs good because of this prior accident, but it does.

16 In addition to that, Your Honor, because he couldn't
17 justifiably rely on a misrepresentation that never takes place,
18 they sue for rescission. Okay. Well, Your Honor, we cited the
19 Skafeedie [phonetic] case which I think is on point, and the
20 Skafeedie case makes it clear. You can't get both, right? You
21 can't get rescission if you don't return the value that you
22 received immediately, and the case actually uses the word
23 immediately.

24 So if they can't -- if he doesn't return the product
25 immediately, then guess what. He can't seek rescission, and he

1 can't seek damages at the same time he's seeking rescission
2 because under the rescission law you must, A, if you feel like
3 you've been wronged, and that's not the benefit of the bargain,
4 and you want to rescind that contract, you must at least take
5 that act to return it. I'll send a letter I'm returning this.
6 This is yours.

7 In addition to that, he drives it for three years.
8 What is the intent of rescission? What does the act of
9 rescission mean? It says bring the parties back to their
10 original position. Well, that position can't be returned, and
11 the Skafeedie case talks about that. Because in the same
12 thing, that car gets into a supplemental accident later on, and
13 they can't return the car in the same position that they bought
14 it for because it's been damaged, and the Court says you can't
15 seek rescission based on that because you can't bring the
16 parties back to where they were.

17 And that's what you have here. He drives it for
18 three years. Driving it for three years alone ends rescission.
19 Second of all, he then gets into a supplemental accident.
20 Again, that ends rescission. Your Honor, he got the benefit of
21 what he bargained for and drove it for three years. Now, even
22 after he's -- even after he testifies that he had -- sorry --
23 even after he testifies that plaintiff's expert looked at his
24 car two years after he purchased it and two years after he
25 drove it, he still drove it for another year, Your Honor.

1 Same inspection -- he doesn't do a supplemental
2 inspection. He does the inspection and then doesn't tell him
3 he can't drive it. Doesn't tell him there's an issue except
4 for the day before his deposition. He said stop driving the
5 car. There could be a problem with the wheel. You know, it's
6 a safety issue. So when he comes to his deposition the next
7 day, he says, Oh, he told me not to drive it because there
8 could be a safety issue with the wheel. That's three years and
9 no issues with the car; yet he could've made a warranty claim
10 at all times. So how can he seek rescission based on just the
11 three years of driving, thousands of miles put on? He can't be
12 put in the same position.

13 So and let's not forget there's no misrepresentation.
14 There's no knowingly misrepresentation. There's no intent to
15 defraud him. He chooses the car. They tell him it's in an
16 accident, and he doesn't -- and he doesn't inspect the vehicle,
17 and he doesn't say I'm going to have it inspected because I
18 want to make sure that -- that nothing's wrong from that
19 accident. He could've done that but didn't and testified that
20 he didn't do anything because he's not a car guy. He doesn't
21 really know.

22 In fact, even their expert Rocco's deposition says if
23 he would've disclosed \$4,000 in previous damage, would that
24 matter to you? His answer is no. It makes no -- that would
25 not -- that wouldn't bring up any signals because that doesn't

1 tell you anything. So telling him it was a \$4,000 of damages
2 is not enough either because that doesn't -- that doesn't
3 change whether that -- that tells you now, oh, wait a minute.
4 I'm not going to buy it because it had \$4,000 in damages.

5 You have to -- a reasonable person -- I don't care
6 who you are, if they tell you it's in a previous accident, you
7 know it's not \$0. You know it's -- I think it's pretty
8 reasonable to think it's more than a dollar that it cost to
9 repair that vehicle. So I think you can't just abscond
10 yourself from any duty at all and then say, well, they did tell
11 me it was in an accident, and I bought it.

12 At the end of the day, Your Honor, he purchased and
13 left with exactly what he purchased and left with -- a vehicle
14 that was CPO'd, a preowned vehicle that was CPO'd that had
15 additional warranty, that had a previous accident. Their
16 argument over this stigma -- and they've made a big argument
17 about it -- that that's his damages is that a stigma from a
18 previous accident was there because he knew he purchased a
19 vehicle, even though he kind of forgot and then remembered :
20 again, that he knew he purchased a vehicle with a previous
21 accident.

22 Many vehicles have previous accidents. It doesn't
23 mean you can't drive it, and if that's -- I mean, if his
24 argument is the stigma of damages -- because plaintiff has no
25 damages. Plaintiff owns his vehicle. He makes his payments.

1 He had -- he still -- he's never been put in a situation where
2 he's -- he's damaged as a result because he's paid for all
3 these repairs and it paid -- none of that's occurred, and he
4 had a full certified preowned vehicle that's under warranty.

5 So we're here because he didn't get the full nature
6 and extent of a disclosure. Your Honor, that's not enough for
7 rescission. It's not enough for a justification. It's not a
8 misrepresentation, and it's certainly not -- not enough for
9 punitive damages because one of their claim -- one of their
10 reliefs asked is for punitive damages.

11 And I know you -- the Court has read all the briefs
12 and summarized some of the other ones, like estoppel, you know,
13 based on they're using a reliance argument. The only reliance
14 he could've made is on the reliance on the representations that
15 were made and that those representations were the vehicle was
16 in a previous accident. So he couldn't rely on the fact that
17 they didn't tell him it was in an accident. In fact, the
18 estoppel cases they use are talking about where they don't
19 disclose the damages; they don't disclose what occurred.

20 Well, here it was disclosed. So his only reliance is
21 knowing what they told him -- that you're buying a CPO'd
22 vehicle that had a hundred and twenty-five point inspection,
23 that has additional warranties and was in a previous accident,
24 and that's what he got. So, Your Honor, under fugitive
25 damages, right, how can they show an intentional oppression of

1 fraud and malice on behalf of the dealership?

2 Now, we cited the case. I don't -- Your Honor
3 doesn't obviously need to hear me go through all the cases and
4 the law, but under the statute it's clear. To go to the
5 employer, the company, you must show that the employee acted in
6 such a way and that that unjustified conduct was known by the
7 company. Now, they want to punish the company saying --
8 because there's no other parties involved except for the
9 company. They want to impugn that salesman's actions that
10 didn't make any nondisclosure, didn't make any
11 misrepresentation, doesn't conduct a deceptive trade practice,
12 doesn't commit fraud, and now ask for punitive damages, to then
13 go to a jury and ask for punitive damages based on the fact
14 that they made all those disclosures to him.

15 Your Honor, there's no basis for punitive damages in
16 this case. If anything, they -- technically the only thing
17 they have, which they really do, is a breach of contract case,
18 but they can't really bring a -- bring a breach of contract
19 case because everything was disclosed, and both parties were on
20 the same ground.

21 So, Your Honor, we do ask that you grant summary
22 judgment because the facts in this case at any trial will not
23 be in dispute. We agree on the facts. We agree on nuts and
24 bolts were not disclosed to him. We agree that each item of
25 the -- of the Allstate report were not -- were not provided to

1 him. So there is no dispute of fact for the Court to -- for
2 the jury to settle. It's an issue is whether this -- this
3 legal duty that exists that the dealership must -- must provide
4 legally, must provide that disclosure to him.

5 THE COURT: Thank you, Mr. Bendavid.

6 MR. BENDAVID: Thank you.

7 THE COURT: Mr. West, your opposition, please.

8 MR. WEST: Thank you, Your Honor.

9 In this case, the first sentence in our opposition,
10 Your Honor, still stands. This case is about if you know you
11 got to tell, both under the law and under what the defendant
12 themselves agrees that they operate and how they operate their
13 business with full disclosure. A half truth is not a truth.
14 There's two threshold issues that this Court really has to
15 decide to determine if this matter gets to a jury.

16 First, this is a case that primarily deals with
17 nondisclosure. So did the defendant have a duty to disclose
18 the information, show the Allstate collision report, the ACE
19 report, to the plaintiff at time of sale? We've thoroughly
20 briefed that issue with respect to the affirmative obligation,
21 both under a statutory duty under 598, failing to disclose a
22 material fact in a transaction involving the sale of goods.

23 And two, even under the common law, which we're not
24 suing under, even under the common law, they had that duty
25 because it is a issue of material fact, and Mr. Grant testified

1 to this, and it's in the -- it's in the separate statement of
2 the plaintiff that when a consumer comes to a dealer and buys a
3 used vehicle, a specialist CPO, given the inspection
4 requirements of a CPO by their trained mechanic within their
5 state-of-the-art service facility, who's the one that has
6 superior knowledge regarding the condition of that vehicle?
7 It's the dealer. It's not the consumer.

8 There are a few important undisputed facts here. We
9 both agree plaintiff's not a car guy; he doesn't know much
10 about cars, and that's critical because that sets up in and of
11 itself a disputed issue of material fact because if he doesn't
12 have superior knowledge, and the defendant here, which is also
13 undisputed, but what Mr. Bendavid didn't talk about is in
14 separate statement number -- I'm sorry, Your Honor. If I have
15 a minute here -- 59 through 62.

16 What is completely undisputed through requests for
17 admissions that I had to compel from the defendant is the
18 defendant never disclosed any of the information contained on
19 the Allstate collision estimate, the ACE report, never gave him
20 a copy of it. They don't have any documents that prove he --
21 he received it. So with a duty established because they have
22 superior knowledge or the duty established under the statutory
23 claim that you already have an affirmative obligation as a
24 purveyor and seller of goods within your occupation or
25 business, you already have an affirmative statutory obligation

1 to disclose all material facts concerning a sale of a good.

2 So when the defendant argues that we are actually
3 making an assertion that a car dealership has an obligation to
4 talk about every single minute fact about every single little
5 bolt or bracket, that's not what our contention's been, never
6 has been, and it's clear in our opposition it is not. The only
7 thing that they have to disclose statutorily and under common
8 law are material facts.

9 So is there a triable issue of material fact that
10 what was not disclosed to him within the information contained
11 on the Allstate collision report material to a reasonable
12 consumer within the community? It is an objective standard.
13 Materiality is almost always an issue of fact, but materiality
14 is based upon not some whimsical independent, a belief of a
15 certain consumer that may have a completely unreasonable
16 belief. It is what a reasonable person would believe or expect
17 to be disclosed to them in the same or similar circumstances as
18 a buyer, such as the plaintiff, who's buying a certified
19 preowned vehicle.

20 So is there a material fact? An issue of material
21 fact with respect to when one is buying a CPO -- certified
22 preowned Dodge vehicle -- that's been purportedly through a
23 complete 125 comprehensive safety inspection by their certified
24 mechanic, where CPO cars are touted and advertised, which the
25 defendant agreed with with respect to only the best are

1 certified, guarantees only the best certified on the lot, that
2 Mr. -- Mr. Grant testified that in fact the advertisements that
3 are set forth regarding Dodge CPO vehicles, that the defendant
4 as a 30(b)(6) representative actually subscribes to and adopts,
5 that a CPO vehicle in fact is one of the best vehicles on the
6 lot, guaranteed to be, that they subscribe to that, that they
7 instill in the mind of the reasonable consumer value, quality,
8 safety, assurance, piece of mind.

9 A CPO vehicle is a higher standard quality or grade
10 of vehicle than a traditional comparable nonCPO vehicle. That
11 is what the Sahara agrees with and concedes in a separate
12 statement. We're not having to even make that an issue. So is
13 \$4,000 in previous accident damage material to the reasonable
14 consumer? Is that something that a reasonable person would
15 want to know?

16 Would a reasonable person want to know that in a CPO
17 sale when you are projecting all of those things regarding what
18 you are buying -- quality, value, safety -- would they want to
19 know based on the Allstate collision report that the vehicle
20 had a replaced right bumper bracket? A repaired left frame and
21 bracket? Replaced bumper? Outer, inner tie rod? And the list
22 goes on and on. That is something for eight people in the box
23 to determine with respect to if that would be material to a
24 reasonable person within the community buying a CPO vehicle.

25 I'd like to draw the Court's attention, if I can, to

1 a demonstrative of the ACE Allstate collision report.

2 THE COURT: Mr. Bendavid, can you see that as well?

3 MR. BENDAVID: Yes. We did review those with him
4 prior.

5 THE COURT: Very good.

6 MR. WEST: Thank you, Your Honor. Playing cardboard
7 (unintelligible).

8 Beginning with --

9 MR. FRIEDBERG: Never thought this is what I went to
10 law school for.

11 MR. WEST: (Unintelligible) law school about, yeah,
12 exactly.

13 Now, this is Exhibit 2 in plaintiff's exhibits in the
14 opposition, Your Honor, and I have highlighted the relevant
15 portions with respect to the wheel involved. All of the things
16 that we've talked about in this case and all of these things
17 that are in this report -- and this is two pages of it -- would
18 this have been something that Mr. Poole would wanted to have
19 seen? Would a reasonable consumer within the community want to
20 have seen that?

21 Mr. Poole testified at page 73 of his deposition.

22 You're referring to the checklist report?

23 Yes, ma'am. There is an additional
24 information comment in the right box here that they
25 could've written in anything that was repaired or

1 replaced. That would've been pertinent information
2 for me to buy the vehicle.

3 Question, If something -- why -- why do you
4 believe that you would've -- why that would've been
5 pertinent information for you?

6 Answer, Because that would've been all the
7 information regarding the accident that was for me to
8 believe that it was a minor accident. I don't
9 believe that accident was a minor accident. That was
10 a major accident, and the fact that there was a
11 required -- excuse me -- and the fact that there was
12 a repaired frame bracket or something of that nature
13 and a damaged wheel, things of that nature should
14 have been divulged to me in that report. It takes
15 away my choice to walk away from the vehicle with all
16 the information because it wasn't given -- because I
17 wasn't given all the information as I should've been.

18 Now, we've talked a lot about this wheel. I don't
19 think there's any legitimate dispute that a certified preowned
20 vehicle needs to be fixed according to factory specifications,
21 that you're not going to put a certified preowned vehicle on
22 the streets and highways of the community that may be a safety
23 or danger to the people who are driving on the streets or the
24 highway of the community.

25 And it's very clear that Josh Grant, the director of

1 the used car sales department -- not a salesperson, the
2 director, the person in charge of the department -- had the
3 Allstate collision report in his possession three weeks before
4 the car was resold. He is the one that appraised the vehicle.
5 He's the one that was given this report. He was the one that
6 was told by the third-party that the car was in a previous
7 accident and that the third-party gave him the Allstate
8 collision report.

9 More importantly, Sahara actually knew -- it is very
10 clear -- that that left front wheel was either rechromed, or it
11 was replaced with a recycled wheel. The defendants don't
12 dispute the content of what's said in this document which they
13 had, which they had possession of. So is the information in
14 here of "\$4,000, 88 cents and 77 cents" material to a
15 reasonable person buying a CPO based upon the testimony of
16 Mr. Grant who believes that the consumer's entitled to full
17 disclosure, complete disclosure so the consumer can make an
18 informed choice in buying a vehicle, and this information that
19 is undisputed was never transmitted or given to Mr. Poole?
20 That is for eight people in this box to decide.

21 THE COURT: Where's the legal duty for them?

22 MR. WEST: The legal duty with respect to the
23 disclosure of material fact, Your Honor, comes from 598.0923,
24 sub 2, which says specifically that it is a deceptive trade
25 practice to knowingly not disclose a material fact in a

1 transaction relating to the sale of goods, and if they have
2 superior knowledge that this particular vehicle had these types
3 of repairs, and this would be a material fact, then they have
4 that statutory or common law duty.

5 Did they have superior knowledge regarding this
6 vehicle? They absolutely have a document that was in exclusive
7 possession of the defendants. This was not a document that was
8 subject to the plaintiff's purview of being able to acquire.
9 This is a private insurance document. So --

10 THE COURT: All right. So your argument is an
11 omission with regard to the extent of the previous accident and
12 not a false representation?

13 MR. WEST: As to the false representation, Your
14 Honor, there was a representation made by the salesperson at
15 that time when Mr. Poole was told originally that the car was
16 in only a minor accident. He inquired, Well, what about the
17 accident? And he was told it was only a minor accident
18 pursuant to his declaration; that, in fact, you didn't have to
19 worry about it. It's gone through our hundred and twenty-five
20 point safety inspection, and if there was anything significant,
21 if it was a significant accident, we wouldn't be selling it to
22 you. So what's a significant accident? What's minor?

23 What's -- what's significant is up to -- and that
24 makes it material -- is up to eight people in the box to make
25 that determination with respect to what's material. That is

1 after the duty has been established statutorily and there's no
2 dispute that they actually had superior knowledge with respect
3 to the nature and extent of the damage. Did they have an
4 obligation to disclose it?

5 If this was just a 1-, 2-mile-an-hour accident and
6 they had a repair order that there was a paint job over the
7 rear end bumper, would that be material? Probably not, but
8 we're not talking about a nonmaterial disclosure. We're
9 talking about something that they knew about and they made the
10 choice and decision not to give it to him because Mr. Grant was
11 the one that actually had it.

12 And the plaintiff would actually concede with respect
13 to all of the equitable claims for relief here that if there is
14 no claim for deceptive trade practices, then there is no claim
15 for any equitable claims either; however, if there is a
16 material issue of disputed fact, then all of those -- then all
17 of those equitable claims, as we have alleged, there's also
18 material fact with respect to those as well because those are
19 all derivative and based upon them engaging in the deceptive
20 trade practice.

21 So when they say it's only a minor accident, when in
22 fact there's a material issue of fact that whether or not it's
23 minor or major and they affirmatively represent that to the
24 him, the plaintiff inquires, they try and establish the duty
25 that the plaintiff is the one that has to start asking for

1 documents. The duty is squarely on the person in their
2 occupation or business to disclose those material facts to him.

3 It's not an obligation on the plaintiff to start
4 doing this massive inspection or requirement when he's told,
5 Look, don't worry about it. This has already gone through our
6 inspection process. It's safe. It's fine, and that's the
7 dealer who has superior knowledge. What is he supposed to do?
8 That might be a very effective argument at trial, but for
9 purposes of summary judgment, is it something that can be
10 decided as a matter of law? The answer is no.

11 Finally or actually, Your Honor -- and I'll address
12 the punitive damages in just a second -- I'd like to bring the
13 Court's attention which is Exhibit 8, which is the Fiat
14 Chrysler position statement, Your Honor, and I've highlighted
15 the relevant portions.

16 Now, they knew, the defendant knew that this had a
17 replaced or recycled wheel. That recycled wheel, according to
18 Mr. Avellini, could've easily come from a junkyard. That
19 rechromed wheel, whether it was rechromed or recycled, was
20 improper, and the reconditioned wheel position statement is
21 very clear, and this is available and should have been
22 available.

23 And I don't know how any way conceivably this was not
24 available to a -- to a certified licensed authorized franchise
25 Chrysler dealer, but this is very clear with respect to what is

1 disclosed on this, on the ACE report, which is it says, Any
2 damaged wheels or those which have been bent, broken, cracked,
3 sustained some other physical damage which may have compromised
4 wheel structure. Repair indicates the wheel has been modified
5 through bending, welding, heating, straightening or material
6 removal to rectify damage. Replating of rechromed plated
7 wheels or chrome plating of original equipment, painting,
8 polished wheels is not acceptable procedure as this may alter
9 the mechanical properties and affect fatigue life.

10 And the reason that's important is because they say
11 if you use a reconditioned wheel, the manufacturer says that by
12 doing this, because it can result in sudden catastrophic wheel
13 failure, it could cause loss of control and result in injury or
14 death.

15 Now, I don't think there's any real cognizable
16 dispute that when you as a dealer, even though they had nothing
17 to do with the repair, they had actual knowledge that this was
18 a reconditioned wheel or a replaced wheel or a rechromed wheel.
19 In the photo at paragraph 13 which is a photo of the chip taken
20 out of the wheel from the damage caused by the previous
21 collision, which is one of the photographs that Mr. Avellini
22 relied on, is very clear this could easily propagate into the
23 wheel over time and cause a crack and sudden wheel failure.

24 Had this report been given --

25 THE COURT: But it's been three years and it hasn't?

1 MR. WEST: You're absolutely right, Your Honor, and
2 that brings me to my next point. Mr. Bendavid has been very,
3 very effective in trying to talk about subsequent events that
4 happened after May 26th, 2014. This case -- and that's the
5 date that the car was purchased -- this case is solely in
6 retrospect. What is this case about? This case is about what
7 happened on May 26th, 2014. It's about what the defendant
8 knew -- excuse me -- what the plaintiff -- is about what the
9 plaintiff wasn't disclosed. It's what the plaintiff knew or
10 should have known -- I mean the defendant knew or should have
11 known about. So all these subsequent events, how --

12 THE COURT: Hang on. You also claim in your
13 opposition that Sahara made false representations.

14 MR. WEST: Correct. And I -- and I addressed that,
15 Your Honor, with respect to when it was disclosed to him that
16 the car was in a minor accident -- that's what their
17 salesperson said, a minor accident -- Mr. Poole --

18 THE COURT: And it's the wheel? The nondisclosure of
19 the wheel is what makes it false?

20 MR. WEST: It's not a minor -- with respect to the
21 false representation, the affirmative representation of
22 material fact, Your Honor, that has to do with the nature and
23 extent of the accident. This was not a minor accident. That's
24 an issue of fact to be determined. They're saying it's a minor
25 accident. Plaintiff, who testified very clearly, this wasn't a

1 minor accident and may had I seen and been given the ACE
2 report.

3 So when their salesperson says, This was just a minor
4 accident, this car is safe, it's perfectly fine, we wouldn't
5 sell it to you if it was in a significant accident, that's the
6 false misrepresentation that was told to him, and his fears
7 were allayed when he's got a certified dealer saying, Look,
8 we've already gone through this. Don't worry about it. It's
9 just a minor accident.

10 Is this a minor accident? That's a question for
11 eight people in the box over here to determine. What's minor
12 and what's significant? Is that something that the Court can
13 actually talk -- actually decide as a matter of law in this
14 motion for purposes of what's at issue in this case given the
15 FCA statement? Given what's in the -- the Allstate collision
16 report, I think the short answer to that is no.

17 Because materiality is something that's always
18 usually left to a jury unless it is so one-sided under the Wood
19 and Sellatex [phonetic] decision that the Court can say, look,
20 a little nick in the bumper with a little paint over it or
21 something that otherwise doesn't re-create a safety or danger,
22 hazard to the community that is outside manufacturer
23 specifications, yeah, I think you could rely -- I think you
24 could rule on a matter of law if that was the facts of this
25 case, but that's certainly not the facts of this case.

1 Finally, Your Honor, with respect to punitive
2 damages, Mr. Bendavid, I think not intentionally, but I think
3 he misspoke. He said, You've got a salesperson here that made
4 a misrepresentation. The punitive damage allegation is not
5 based upon the misrepresentation of the salesperson Mr. Travis
6 Spool [phonetic] who by the way has long -- long with the --
7 along with the finance manager, who both have experience, years
8 of experience selling hundreds of cars to the community --

9 And I just want to digress here. I missed a very
10 important point. They both testified in a separate statement
11 very clearly. Had they known that the car had \$4,000 in damage
12 to it, had they known that the nature and extent of the damage,
13 had they had that ACE Allstate collision report in their
14 position, they would've disclosed it to Mr. Poole, and the
15 reason they would've disclosed it? Because that would've had
16 to do in their mind, in the mind of the consumer possibly a
17 safety issue, and that would've been important for them to
18 disclose. So right there with respect to what was material,
19 they should lose on that.

20 Going back to the punitive damages, Your Honor.
21 Mr. -- Mr. Grant -- excuse me -- Mr. Grant is the used-car
22 director of the entire used car sales department of Sahara
23 Chrysler. He testified that he was the one been given the
24 responsibility and entrusted and given the entire discretion
25 and authority to establish all policies, practices and

1 procedures regarding the sale of CPO vehicles and used vehicles
2 within that department.

3 The key case is Nittinger [phonetic]. Nittinger is
4 completely supportive of a sufficient inference of the state of
5 mind that's required to otherwise allow a punitive damage claim
6 to go to the jury in this case. This was not some lowly
7 employee. So the two issues is was Mr. Grant, Joshua Grant, a
8 managing agent? Is there a triable issue of material fact with
9 respect to that? And two, did he act with either fraud or
10 implied malice? He's the one that was in charge of everything.
11 He was the one that had complete discretion and judgment to
12 otherwise suspend, modify any of these particular policies and
13 practices, none of which were put into writing.

14 Mr. Grant testifies that we believe in full, complete
15 disclosure to a consumer so they can make a informed choice
16 regarding a CPO vehicle; yet what seems to have been the
17 situation and clearly is established with respect to a triable
18 issue of material fact in the separate statement is that this
19 department and Mr. Grant were largely, complete operated with
20 unfettered discretion with respect to do what they want and
21 disclose what they want on a ad hoc basis with respect to any
22 material facts that might affect the safety of a vehicle. He
23 was very clear. We don't disclose things that involve safety,
24 only things that disclosed value.

25 The separate statement's very clear; that while they

1 believe in full disclosure, Mr. Grant says -- then goes back
2 and testifies this isn't something that I would disclose to
3 them. It's not something I would expect my department to
4 disclose to a -- to a buyer. So is he acting as a managing
5 agent?

6 In Nittinger, the defendant employee did not have any
7 personal -- did not have any personal involvement in that
8 particular tortious act. Here, we have the managing agent, the
9 director -- and that's not dispositive at all -- who is the one
10 who took the car in, had personal knowledge regarding the
11 status of this car, had personal knowledge that the wheel was
12 replaced, didn't have any policy or practice and procedure to
13 put -- to give the Allstate collision report or any other
14 collision report to the service department before they did
15 their inspection. He's the one that appraised the car. He's
16 the one that thoroughly reviewed the Allstate collision report
17 and what did he do? Big doughnut. He did nothing.

18 When I asked him in his deposition, the separate
19 statement, Do you have any recollection of giving this to
20 Mr. Gongora in the service department? No, I don't. Did you
21 have a policy or practice or procedure to make sure this was
22 given to the -- the ACE, the Allstate collision report, to your
23 service department? No, we didn't. Do you think that would've
24 been important to otherwise tell them? No, I don't. Do you
25 think that would've been something important to otherwise tell

1 a consumer within the community that this should have been
2 disclosed? No, I don't.

3 He's the guy that's running the show. Had Mr. Grant
4 not been the one personally involved in this transaction in
5 taking in the vehicle from the third-party, being personally
6 given the Allstate collision report, personally knowing what
7 was on that report and not following up and taking any steps
8 whatsoever, knowing that he was going to CPO that vehicle and
9 sell it to the community with a replaced, recycled wheel,
10 that's implied malice, and under the implied malice standard,
11 under Countrywide, there is no requirement to show the state of
12 mind that he intended to injure somebody, not at all. That can
13 be inferred and implied.

14 And when you put a CPO vehicle, nonetheless even if
15 it was a used vehicle, when you put a CPO vehicle essentially
16 with a bomb strapped to the right front chrome wheel that could
17 completely come apart going 75 miles an hour down the 15 and
18 hit another family, that's implied malice. Had he not been
19 involved --

20 THE COURT: But none of that happened.

21 MR. WEST: That -- that -- that's very true, but
22 there is -- there is no case law that indicates that simply
23 because an actual physical injury occurred as a result of it
24 that that implied malice is not something otherwise negated
25 simply because what didn't happen. What could have happened?

1 What do they believe that they have to disclose.

2 THE COURT: And what would your damage be if you
3 prevail at trial?

4 MR. WEST: With respect to this case, Your Honor?

5 THE COURT: Uh-huh.

6 MR. WEST: Okay. Number one, would the plaintiff
7 had -- would the plaintiff have actually purchased the vehicle
8 and entered into the contract? The answer is no, he would not
9 have because that was a material fact that he wanted to know,
10 that he would've deemed material that he would want to know
11 about, and because it didn't enter into it, number one, he put
12 down \$4,000 on his trade. Number two, he became -- he became
13 obligated under a long-term contract for tens of thousands of
14 dollars on a vehicle that was worth thousands of dollars less
15 than what he purchased.

16 Now, Mr. Bendavid makes reference to, well, the
17 vehicle was priced according to the previous accident. There
18 isn't one scintilla or a kernel of evidence that they have
19 given that otherwise indicates or says or states or implies or
20 infers that they actually built in the price of the vehicle
21 taking the accident into consideration. They had every
22 opportunity to attach --

23 THE COURT: Right. Just the same as you're not
24 arguing that he wouldn't have bought a car, he still would've
25 bought a car, right?

1 MR. WEST: I'm sorry, Your Honor. Excuse me?

2 THE COURT: He still would've bought a car, right?

3 MR. WEST: No.

4 THE COURT: He might have bought another car.

5 MR. WEST: No. Actually, Your Honor --

6 THE COURT: But you are arguing that he would have
7 refused to buy a car because this one was not as represented.

8 MR. WEST: Correct, Your Honor. In his declaration,
9 at page 5, he is very clear.

10 Based upon my review of the Allstate
11 collision report, had I been given the Allstate
12 collision report on the date of sale I would not have
13 purchased the vehicle. In fact, I would not have
14 done any business with Sahara whatsoever because what
15 is reflected on the Allstate collision report was in
16 my mind essentially the opposite of what I was told
17 about the accident by Travis Sprool. The Allstate
18 collision report was something that would have been
19 important to me to know about as a buyer of a used
20 vehicle making my decision to purchase the vehicle,
21 especially given it was a CPO.

22 You have a consumer here that's been lied to. Had he
23 been told that, he would've walked away from the deal and not
24 done any business with them whatsoever. So he was damaged with
25 respect to I'm getting involved in a tens of thousands of

1 dollars contract that I never would've gotten involved in. It
2 may very well be that he may have gone to another dealer to buy
3 another car, but again the focus on this case as a matter of
4 law has to be with what happened on May 26, 2014. What did
5 they know? What did they not tell him? What were they
6 obligated to tell him? Had -- would he have engaged in this
7 transaction? Would he have been obligated and been forced to
8 buy a diminished value vehicle?

9 THE COURT: Forced?

10 MR. WEST: Well, I would --

11 THE COURT: Nobody forced him.

12 MR. WEST: You're right, Your Honor. That was a
13 right -- that was improper terminology. Would he have the --
14 would he have actually --

15 THE COURT: Chosen to.

16 MR. WEST: Chosen to. Thank you, Your Honor, for
17 making my arguments for me --

18 THE COURT: Or would negotiated --

19 MR. WEST: -- but I say that jokingly --

20 THE COURT: -- the price --

21 MR. WEST: -- it's been a long --

22 THE COURT: -- I mean, what's his real damage if you
23 prevail at trial?

24 MR. WEST: Well, it -- not only with respect to --

25 THE COURT: That he overpaid?

1 MR. WEST: Well, with respect to overpaying, I would
2 agree with the Court because the car was diminished value at
3 least \$8,000 from what he paid for it, according to
4 Mr. Avellini. That's number one. Number two, he gave them
5 \$4,000 with respect to the purchase of the car, which he never
6 would've given to him. He made \$22,000 in payments. He has
7 about 17,000 left over. Certainly the jury can come to the
8 conclusion, which we'll argue, that he should be paid back all
9 of his payments. He should be paid back his down payment.

10 THE COURT: But he had use of the car.

11 MR. WEST: You're right, Your Honor. And that is a
12 completely valid defense for purposes of damages. If use of
13 the car, a reasonable use of the car based upon information he
14 never knew about is an offset, which they've claimed is an
15 affirmative defense, you're absolutely right, Your Honor. They
16 would be able to argue that any damages, if he was awarded any
17 and he was entitled to any, the jury should take into
18 consideration a reasonable amount of offset for his reasonable
19 use for two years, but that doesn't negate the actual
20 underlying tort that happened on 14 -- May 26th, 2014.

21 THE COURT: I got it. Thank you.

22 MR. WEST: So in summation, Your Honor, the bottom
23 line is is there a duty? Yes, there's a duty. Are the facts
24 here material to the reasonable consumer within the community
25 that should've been disclosed to any reasonable consumer with

1 respect to a CPO vehicle? And was Mr. Grant, who is personally
2 involved, acting as a managing agent, and did he act with the
3 requisite state of mind with respect to fraud or implied
4 malice?

5 And again I would agree that if we have a lowly
6 salesperson it would not even be an argument, but you have a
7 person, and Nittinger was very clear. If you have a person and
8 their definition with respect to who a managing agent is under
9 Nittinger is very, very telling, and it fits exactly within
10 this case. The definition of a managing agent under Nittinger
11 is, A person who has, quote, sufficient stature and authority
12 to have some control and discretion and independent judgment
13 over a certain area of the business with some power to set
14 policy for the company. He established all those policies.

15 I would submit on that, Your Honor.

16 THE COURT: Thank you, Mr. West.

17 And the reply, please.

18 MR. BENDAVID: Your Honor, the standard on summary
19 judgment is the nonmoving party may not defeat a motion for
20 summary judgment on gossamer threads of whimsy, speculation and
21 conjecture, and that's what you heard. A catastrophic injury
22 could have happened if this wheel flew off on the 15 and he got
23 into an accident. That's what you have here. What they've
24 skipped over -- conveniently skipped over -- is the reality.

25 What they're trying to argue is that there is a duty

1 to -- and he -- and I'm quoting this -- thoroughly disclose
2 each and every fact of the previous accident, and that's stated
3 in NRS 598. That's what he says. It does not say that. It
4 says material disclosures of fact. The issue -- what he's
5 asking is he's asking for the boss to make the determination as
6 to whether it was material or not that it was a minor accident
7 versus a major accident. That's -- that's what he's -- that's
8 what they're (unintelligible) arguing. He summed it up for
9 you. That's exactly what they're saying is is that it's a
10 minor accident.

11 So what --

12 THE COURT: No. He's saying it's a material fact as
13 to whether the omission for the nature and extent of the
14 previous collision was -- was material.

15 MR. BENDAVID: Your Honor, the issue -- I agree. So
16 is it an omission to not provide the report?

17 THE COURT: Right. And that --

18 MR. BENDAVID: Which is a legal issue, right?

19 THE COURT: -- that's --

20 MR. BENDAVID: Because they do disclose the accident.

21 THE COURT: Right.

22 MR. BENDAVID: Had he said, had they come to this
23 Court and his testimony --

24 THE COURT: The person's nature and extent.

25 MR. BENDAVID: Nature and extent. Correct.

1 And had they come to this Court and said he'd asked I
2 want to see everything on this accident, and they said it's all
3 we've got. We only have the Carfax. It's all it says, and
4 then they had evidence that Josh Grant hid that report, which
5 is what the case they're trying to do, which doesn't exist,
6 that he hid the ACE report and didn't tell anybody, but he
7 asked and --

8 THE COURT: No. He's saying you had a duty to
9 disclose all of that information, and you didn't.

10 MR. BENDAVID: That's what they're arguing. Correct.
11 They're arguing that 598 -- because they're -- what is the
12 legal duty, right? They're saying that 598 says you have to
13 disclose every fact. Well, it doesn't say that. It says you
14 have to disclose material fact which is the accident.

15 Now, what's interesting, Your Honor, is they
16 dispute -- I'm sorry, Your Honor. They focus quite a bit --
17 and you saw the boards on this wheel, right? Now, first of all
18 it's interesting to note that their expert in his expert report
19 doesn't reference the wheel itself, doesn't talk about that
20 there was a wheel issue. In fact, what Mr. West talked about
21 on behalf of his client, what plaintiffs are arguing is that
22 you cannot look at anything past May 2014. He said it. He
23 said everything subsequent after 2014 doesn't matter. It's all
24 what happened on May 2014 when he purchased the vehicle.

25 Well, their entire case is built on a fact of an

1 expert who looks at it two years later and says you shouldn't
2 have CPO'd the car based on the fact that it was in a previous
3 accident and that he drove it for three years. They want to
4 ignore all those, the reality of what the case is and what the
5 actual facts show, and they want to focus on the fact that, oh,
6 on May 14th they didn't tell him anything about the wheel.

7 Well, Your Honor, like we said, when he purchased the
8 vehicle, he purchased it with a 100 percent warranty. If there
9 was a problem with the wheel, he could've brought in the wheel
10 at any time under that warranty claim. So he, in other words,
11 he was -- he was protected. The warranty protected him. It's
12 not like they sold him a car without a warranty then disclosed
13 an accident, which is the case they're really trying to do.

14 But the statement that was made today in this
15 courtroom was, could have come -- the wheel could have come from a
16 junkyard -- who knows? -- but can't satisfy their own policy.
17 Well, wait a minute. That is pure speculation, the fact that
18 it could have come from a junkyard. They're not testifying.
19 There's no evidence here that testifies that it actually came
20 from a junkyard. They're just saying it could have, just as if
21 it could have fall -- it could've fallen off, and they got into
22 an accident, none of which occurred.

23 Your Honor, their entire -- one of their arguments is
24 based on this fact of this: He told him it was a minor
25 accident. Now, what he leaves out is is that the salesman's

1 deposition was taken. The salesman does not testify that he
2 told him it was a minor accident. The salesman testifies that
3 he doesn't recall. It was actually plaintiff who provides his
4 self-serving testimony that says, oh, he told me it was a minor
5 accident when I asked him about it, and that it was just a
6 minor accident.

7 Now, let's go with that. Let's go with plaintiff
8 says that. The plaintiff's testimony, which is self-serving,
9 first of all starts off with the fact that he doesn't --
10 originally states that he wasn't even told about an accident.
11 In fact, he verified that in text messages that he sent to --
12 that he sent to -- to the salesman two years later when he
13 asked for the original Carfax, when he says I went and got -- I
14 tried to get a refi through State Farm, and they wouldn't give
15 it to me. They said there's something on the Carfax. Can I
16 get that Carfax from you, and he says it's in storage. I tried
17 to get it. Why don't you just go on Carfax and get a new one.
18 He says, I just ran the Carfax and it says it was in an
19 accident. I wasn't given that information.

20 So that's in his text message that he sends to the
21 salesman that they've disclosed, saying that he didn't even
22 know it was in an accident. Now he's changed it to, okay.
23 Yeah, they did tell me. Now, the salesman told him, but the
24 salesman told him it was a minor accident.

25 What I find interesting, Your Honor, is that in May

1 of this year -- I believe it's May. I don't know if it's both
2 May, but it's May 2017 -- he gets into another accident with
3 the car. Mr. West stated that if this is an accident where
4 they're going a few miles an hour and he gets into an accident,
5 oh well. Well, what's interesting, I believe the accident took
6 place in a parking lot; that somebody backed out, and he hit
7 somebody in a parking lot at a -- at a retail center.

8 So he gets into an accident and incurs \$5,000 in
9 damages in a parking lot with another car. Now, they want --
10 they want to say that's a major accident because at \$4,000
11 damages is a major accident according to them. They want to
12 make this argument that it's a major accident because they
13 concede that if it's a minor accident then it's really not that
14 material, and it doesn't -- it doesn't have to be disclosed.

15 Plaintiff's expert testified based on the extensive
16 experience in performing car repairs as a repair shop owner, if
17 someone told you their vehicle had \$4,088.77 in repairs, would
18 that signify anything to you? Answer, Not at all. So just
19 telling them they had \$4,000 in damages and then providing the
20 non-car guy -- he spent a great deal of time talking about
21 superior knowledge and that he's not a car guy; he's not a
22 mechanic; yet on the other side of the coin they want to argue
23 had you told him that the -- here's the Allstate report, and
24 here's everything that occurred. He would've seen that and
25 said, oh, I'm not buying the car because three years later now

1 I'm not buying it.

2 There's no evidence that he wouldn't have bought it
3 had they provided the Allstate report to him that day. There's
4 no evidence that he -- in fact, he concedes he never asked for
5 it, and he concedes he never asked for any report. He concedes
6 he never asked for anything past he asked the salesman it was
7 an accident, and he says it was a minor and didn't follow-up at
8 all. So it's -- there's no misrepresentation.

9 You asked him what's the misrepresentation. Well,
10 there isn't one because they can't come up with a
11 misrepresentation. All they keep saying is, well, the
12 omission's a misrepresentation. They keep talking about you
13 didn't give him the Allstate report at the time that he
14 purchased the vehicle.

15 They also testified that he should have given it to
16 the service tech and that the service tech should have had it.
17 Well, the service tech says he doesn't know if he had it or
18 not. He actually testified he doesn't recall; it was so long
19 ago. Josh Grant, as Mr. -- Mr. West said, he asked him, Did
20 you give the Allstate report to your service tech when he did
21 the CPO? He says, I don't know. I don't recall. They're not
22 saying I didn't give it to him. They're saying they don't
23 recall because it was so long ago.

24 And the tech -- the tech provides that same
25 testimony. I don't remember if they gave it to me. If they

1 gave it to me, I don't know. But he says, I would've had the
2 Carfax because I would've gotten part of the file, or I
3 would've gotten it. He says, I probably had the Carfax, but I
4 don't know. So they don't remember. They're going off the
5 documents that they show them, but they don't actually remember
6 that.

7 So, Your Honor, they're asking for this Court to say
8 whether it's material or not. They're saying that only the
9 jury can decide whether that's material or not. That's not
10 true. We've provided the case law on there that provides that
11 the Court makes that determination.

12 Second of all -- let's get to his damages in a
13 moment -- he says that the date of purchase is May 2014. So if
14 nothing else matters but that date, then his entire expert, as
15 we have that motion, is excluded because his expert looks at
16 the car two years later. He's been driving it for thousands of
17 miles when he does his observations.

18 So now you have -- you have plaintiff who doesn't
19 remember that they told him it was in an accident and then
20 remembers they told him it was in an accident. Then he says he
21 never saw a Carfax. Then he after he's shown a Carfax with his
22 signature on it he admits, yes, I did see it and, yes, I did
23 sign it, and yes, they did disclose the accident to me, and
24 then two years later he gets an expert to observe the vehicle
25 and say, oh, it's damaged, and they shouldn't have CPO'd it

1 even though there's nothing wrong with the car, which they
2 conceded. In three years not a single warranty claim, not a
3 claim at all.

4 And, Your Honor, yes, that brings us to -- to the
5 wheel, which the expert -- even though plaintiff says you don't
6 look at anything past May 2014 -- his expert doesn't reference
7 anything about a wheel in his expert report. The only
8 reference is is his deposition. He only references the day
9 before the plaintiff's deposition that says stop driving the
10 car three years later because you're going to be deposed
11 tomorrow, but stop driving the car because this wheel could fly
12 off. This wheel was reconditioned. This wheel could have been
13 purchased at a junkyard -- could have been purchased at a
14 junkyard.

15 Now, Your Honor, they know who fixed that wheel.
16 It's in the documents. We all know who fixed the wheel. He
17 could have taken the deposition. He could have -- he could've
18 subpoenaed him, taken their deposition, asked him where did you
19 get that wheel. What records do you have to show us where that
20 wheel is? They didn't do that in discovery. There's no
21 evidence on file. There is no evidence coming into this trial
22 that shows where that wheel came from, only his statement that
23 it could have come from a junkyard. We don't know that. And
24 so what is that, Your Honor? Conjecture. Speculation. You
25 know, an attempt to defeat summary judgment.

1 They're simply creating arguments and they're trying
2 to create material issues of fact saying that a wheel could've
3 come from a junkyard, and therefore they should've disclosed
4 that to him, but they're -- even though there's no evidence of
5 that at all.

6 Now, the damages. Your Honor, the damages are clear.
7 There isn't any. If you were to take plaintiff's testimony as
8 true, that had they given him the ACE report, had they showed
9 him the Allstate and sat down and said here it is, he's
10 testified that he would've been so outraged that they disclosed
11 everything that they're saying they should've disclosed to him
12 that he wouldn't have bought a car from them no matter what
13 now. Three years ago, what would he have been upset about?
14 They told him it was in an accident. They disclosed the
15 accident to him.

16 And now he's saying, he's taking it a step further
17 saying materially you had to provide the ACE report to him as
18 well even though he didn't ask for it, even though he knew it
19 was in an accident, but you had to provide it to him and that
20 he wouldn't have bought the car from the dealership anyways.
21 So what does that mean? That he would've left and went to
22 another dealership and purchased a car.

23 We're not the ones claiming we're damaged as a result
24 of him not buying a car from us. He would still have bought a
25 car. For that three years, he still would've been driving a

IN THE SUPREME COURT OF THE STATE OF NEVADA

DERRICK POOLE,

Appellant,

v

NEVADA AUTO DEALERSHIP
INVESTMENTS LLC a Nevada
Limited Liability Company d/b/a
SAHARA CHRYSLER, JEEP,
DODGE, and COREPOINTE
INSURANCE COMPANY,

Respondents,

Appeal from the Eighth Judicial District Court, Clark County.
The Honorable Nancy Alff, District Court Judge

Supreme Court Case No: 74808

Electronically Filed
Jun 18 2018 09:19 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

District Court Case No:
A-16-737120-C

APPELLANT'S APPENDIX VOLUME 4

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Appendix Alphabetical Index

Vol.	Date	Description	Page Numbers
5	12/23/17	Case Appeal Statement	1012-1050
1	5/22/16	Complaint for Damages and Equitable and Declaratory Relief and Demand for Jury Trial	001-015
4	11/12/17	Decision and Order Granting Defendants' Motion For Summary Judgment	845-848
1	8/16/17	Defendants' Nevada Auto Dealership Investments LLC D/B/A Sahara Chrysler Jeep, Dodge and Corepoint Insurance Co's Answer to First Amended Complaint	034-047
1	10/2/17	Defendants' Nevada Auto Dealership Investments LLC's and Corepoint Insurance Company's Motion For Summary Judgment	048-225
3	11/3/17	Defendants' Motion to Strike Fugitive Documents Filed by Plaintiff on Order Shortening Time	644-750
4	11/3/17	Defendants' Motion to Strike Declaration of Rocco Avellini Attached to Plaintiff's Opposition on Order Shortening Time	751-783
5	12/19/17	Defendant's Nevada Auto Dealership Investment LLC's Motion for Attorney's Fees and Costs	869-1008
6	1/25/18	Defendant Nevada Auto Dealership Investments LLC's Reply in Support of Motion for Attorney's Fees and Costs	1322-1393
1	5/15/17	First Amended Complaint for Damages and Equitable and Declaratory Relief and Demand for Jury Trial	016-033
7	3/28/18	Judgment	1404-1405
4	12/8/17	Motion to Retax and Settle Costs	855-865
5	12/23/17	Notice of Appeal	1009-1011
4	12/1/17	Notice of Entry of Decision and Order Granting Defendants' Motion for Summary Judgment	849-854
7	3/28/18	Notice of Entry of Judgment	1406-1409
6-7	3/20/18	Notice of Entry of Order (On Defendants' Motion For Attorney's Fees and Costs and Plaintiff's Motion to Retax and Settle Costs	1398-1403
3	10/22/17	Notice of Errata on Plaintiff's Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for Summary Judgment	639-643

4	12/9/17	Order Denying Defendant Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler Jeep Dodge Ram's Motion to Strike Fugitive Documents and Motion to Strike the Declaration of Rocco Avillini Attached to Plaintiff's Opposition to Defendants' Motion for Summary Judgment	866-868
6	3/9/18	Order Granting, in Part, Defendants' Motion for Fees and Costs and Order Granting, in Part, Plaintiff's Motion to Retax Costs	1394-1397
2-3	10/21/17	Plaintiff's Exhibits in Support of Plaintiff's Opposition to Defendants' Motion for Summary Judgment	339-638
1-2	10/20/17	Plaintiff's Opposition to Defendant Sahara Motion For Summary Judgment	226-303
4	11/6/17	Plaintiff's Opposition to Defendants' Motion to Strike Fugitive Documents on OST	784-789
4	11/6/17	Plaintiff's Opposition to Defendants' Motion To Strike Declaration of Rocco Avillini in Support Of Plaintiff's Opposition to Defendants' Motion For Summary Judgment	790-844
5-6	1/15/18	Plaintiff's Opposition to Defendants' Motion for Attorney's Fees and Costs	1120-1321
2	10/20/17	Plaintiff's Response to Defendants Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for Summary Judgment	304-310
2	10/21/17	Plaintiff's Separate Statement of Undisputed Material Facts in Support of Plaintiff's Opposition To Defendants' Motion for Summary Judgment	311-338
5	12/28/17	Transcript of Proceedings (Defendants' Motion for MSJ and Motions to Strike)	1051-1119

Appendix Chronological Index

Vol.	Date	Description	Page Numbers
1	5/22/16	Complaint for Damages and Equitable and Declaratory Relief and Demand for Jury Trial	001-015
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1-2	10/20/17	Plaintiff's Opposition to Defendant Sahara Motion For Summary Judgment	226-303
2	10/20/17	Plaintiff's Response to Defendants Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for Summary Judgment	304-310
2	10/21/17	Plaintiff's Separate Statement of Undisputed Material Facts in Support of Plaintiff's Opposition To Defendants' Motion for Summary Judgment	311-338
2-3	10/21/17	Plaintiff's Exhibits in Support of Plaintiff's Opposition to Defendants' Motion for Summary Judgment	339-638
3	10/22/17	Notice of Errata on Plaintiff's Separate Statement of Undisputed Material Facts in Opposition to Defendants' Motion for Summary Judgment	639-643
3	11/3/17	Defendants' Motion to Strike Fugitive Documents Filed by Plaintiff on Order Shortening Time	644-750
4	11/3/17	Defendants' Motion to Strike Declaration of Rocco Avellini Attached to Plaintiff's Opposition on Order Shortening Time	751-783
4	11/6/17	Plaintiff's Opposition to Defendants' Motion to Strike Fugitive Documents on OST	784-789
4	11/6/17	Plaintiff's Opposition to Defendants' Motion To Strike Declaration of Rocco Avellini in Support Of Plaintiff's Opposition to Defendants' Motion For Summary Judgment	790-844

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4-5	12/19/17	Defendant Nevada Auto Dealership Investment LLC's Motion for Attorney's Fees and Costs	869-1008
5	12/23/17	Notice of Appeal	1009-1011
5	12/23/17	Case Appeal Statement	1012-1050
5	12/28/17	Transcript of Proceedings (Defendants' Motion for MSJ and Motions to Strike)	1051-1119
5-6	1/15/18	Plaintiff's Opposition to Defendants' Motion for Attorney's Fees and Costs	1120-1321
6	1/25/18	Defendant Nevada Auto Dealership Investments LLC's Reply in Support of Motion for Attorney's Fees and Costs	1322-1393
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7	3/28/18	Judgment	1404-1405
7	3/28/18	Notice of Entry of Judgment	1406-1409

1 When Plaintiff purchased his CPO 2013 Dodge Ram from Defendant, Defendant
2 disclosed that the vehicle was in a prior accident. It is undisputed that Defendant produced a
3 CarFax vehicle history report that listed the vehicle was in a prior accident, and the sales
4 representative indicated the same. Plaintiff drove the vehicle for a year, at which point he
5 discovered the vehicle had frame damage. Plaintiff kept driving the vehicle. Plaintiff now
6 contends that Defendants' disclosure of the previous accident at the time of sale was
7 insufficient because Defendants had an Allstate Collision Estimate of Record ("ACE") that
8 stated the nature, extent, and repair cost of the damage from the previous collision.
9

10 Defendant moves for summary judgment under NRCP 56. "Summary judgment is
11 appropriate under NRCP 56 when the pleadings, depositions, answers to interrogatories,
12 admissions, and affidavits, if any, that are properly before the court demonstrate that no
13 genuine issue of material fact exists, and the moving party is entitled to judgment as a matter
14 of law." *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005).
15

16 Plaintiff argues that each of his claims arise from Defendant's failure to disclose material
17 facts, namely the nature and extent of the damage from the previous collision. Defendant
18 contends that the material fact here is that the vehicle was in a prior accident, not the extent of
19 the damage from that accident.
20

21 NRS 598.0923 only requires the disclosure of material facts. Here, the material fact is that
22 the vehicle was in a prior accident. The duty to disclose under NRS 598.0923 does not extend to
23 the entire effect of the accident, such as a price breakdown of every part and service provided as
24 listed in the ACE. It is undisputed that Defendant disclosed the prior accident to Plaintiff. There
25 is no indication in the record that Plaintiff inquired about the parts and services used to repair the
26 vehicle as provided in the ACE, and such information was then withheld. Plaintiff relied on the
27
28


1 CPO report, which the undisputed evidence shows would only have notated frame damage if a
2 repair, if any, was not up to standard.

3 To the extent Plaintiff argues Defendant made false representations as to the certification of
4 truck, or that the truck was of a particular quality or standard, this argument is flawed. The
5 vehicle went through and passed a 125-point Certified Pre-Owned Vehicle Inspection. Given this
6 certification, Plaintiff cannot argue that Defendant misrepresented that the vehicle was CPO
7 certified, as it was. The sufficiency of the CPO inspection standards is not at issue for this
8 argument, but rather the fact that the vehicle was ultimately certified as pre-owned.
9

10 Plaintiff conceded at the hearing that if the claim for deceptive trade practices fails, the
11 remaining claims for equitable relief must also fail. This Court agrees. Defendant disclosed the
12 material facts about the vehicle, and Plaintiff purchased the vehicle, driving it for at least two
13 years. Thus, there are no grounds to grant equitable relief for Plaintiff.
14

15 THEREFORE, COURT ORDERS for good cause appearing and after review Defendants'
16 Motion for Summary Judgment is hereby GRANTED. The hearing on Motions in Limine set for
17 December 21, 2017 at 10:30 a.m. on Motions Calendar and the Jury Trial set to begin January 8,
18 2018 at 10:00 a.m. are hereby VACATED.
19

20 DATED November 22, 2017
21

22
23 
24 NANCY ALLF
25 DISTRICT COURT JUDGE
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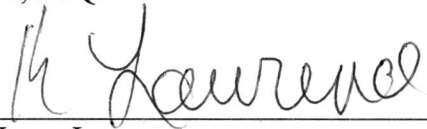
CERTIFICATE OF SERVICE

I hereby certify that on or about the date signed I caused the foregoing document to be electronically served pursuant to EDCR 8.05(a) and 8.05(f) through the Eighth Judicial District Court's electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in the mail to and/or by fax and mail to:

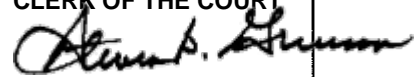
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10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 DERRICK POOLE,

13 Plaintiff,

14 v.

15 NEVADA AUTO DEALERSHIP
16 INVESTMENTS LLC, a Nevada Limited
17 Liability Company d/b/a SAHARA
18 CHRYSLER; JEEP, DODGE, WELLS
19 FARGO DEALER SERVICES INC.,
20 COREPOINTE INSURANCE
21 COMPANY; and DOES 1 through 100,
22 Inclusive,

21 Defendant.

Case No.: A-16-737120-C
Dept. No.: XXVII

23 **NOTICE OF ENTRY OF DECISION AND ORDER GRANTING DEFENDANTS'**
24 **MOTION FOR SUMMARY JUDGMENT**

25 Please take notice that the FINDINGS OF FACT AND CONCLUSIONS OF LAW
26 ON DEFENDANT'S MOTION FOR SUMMARY JUDGMENT was entered in the above
27 entitled case by the Honorable Nancy L. Allf on the 27th day of November, 2017.
28



MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

630 SOUTH 4TH STREET
LAS VEGAS, NEVADA 89101
PHONE: (702) 384-8424
FAX: (702) 384-6568

JOINT APPENDIX 849

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A TRUE AND CORRECT COPY of the above referenced document is attached
hereto as Exhibit A.

DATED this 1st day of December, 2017.

MORAN BRANDON BENDAVID MORAN

/s/ Jeffery A. Bendavid
JEFFERY A. BENDAVID, ESQ.
Nevada Bar No. 6220
STEPHANIE J. SMITH, ESQ.
630 South 4th Street
Las Vegas, Nevada 89101
*Attorney for Defendants, Nevada Auto
Dealership Investments LLC d/b/a Sahara
Chrysler and Corepointe Insurance Co.*



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DISTRICT COURT
CLARK COUNTY, NEVADA

DERRICK POOLE

CASE NO.: A-16-737120-C
DEPT NO.: 27

PLAINTIFF(S)

VS.

NEVADA AUTO DEALERSHIP
INVESTMENTS, LLC; WELLS FARGO
DEALER SERVICES, INC.;
COREPOINTE INSURANCE
COMPANY

DEFENDANT(S)

**DECISION & ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY
JUDGMENT**

These matters having come on for hearing on November 9, 2017; George O. West III, Esq. and Craig B. Friedberg, Esq. appearing for Plaintiff Derrick Poole ("Poole"); Jeffery A. Bendavid, Esq. and Stephanie J. Smith, Esq. appearing for Defendants Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler, Jeep, Dodge, and Corepointe Insurance Company ("Defendant(s)"), and the Court having heard arguments of counsel, and being fully advised in the premises, COURT FINDS after review:

This case arises out of a sale of a Certified Pre-Owned ("CPO") truck purchased on or about May 26, 2014. Defendants Nevada Auto Dealership LLC and Corepointe Insurance Co. filed a Motion for Summary Judgment on October 2, 2017, and a hearing was held November 9, 2017. The Court took the matter under advisement and set a Status Check for November 21, 2017 for the Court to release a written decision.

1 When Plaintiff purchased his CPO 2013 Dodge Ram from Defendant, Defendant
2 disclosed that the vehicle was in a prior accident. It is undisputed that Defendant produced a
3 CarFax vehicle history report that listed the vehicle was in a prior accident, and the sales
4 representative indicated the same. Plaintiff drove the vehicle for a year, at which point he
5 discovered the vehicle had frame damage. Plaintiff kept driving the vehicle. Plaintiff now
6 contends that Defendants' disclosure of the previous accident at the time of sale was
7 insufficient because Defendants had an Allstate Collision Estimate of Record ("ACE") that
8 stated the nature, extent, and repair cost of the damage from the previous collision.
9

10 Defendant moves for summary judgment under NRCP 56. "Summary judgment is
11 appropriate under NRCP 56 when the pleadings, depositions, answers to interrogatories,
12 admissions, and affidavits, if any, that are properly before the court demonstrate that no
13 genuine issue of material fact exists, and the moving party is entitled to judgment as a matter
14 of law." *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005).
15

16 Plaintiff argues that each of his claims arise from Defendant's failure to disclose material
17 facts, namely the nature and extent of the damage from the previous collision. Defendant
18 contends that the material fact here is that the vehicle was in a prior accident, not the extent of
19 the damage from that accident.
20

21 NRS 598.0923 only requires the disclosure of material facts. Here, the material fact is that
22 the vehicle was in a prior accident. The duty to disclose under NRS 598.0923 does not extend to
23 the entire effect of the accident, such as a price breakdown of every part and service provided as
24 listed in the ACE. It is undisputed that Defendant disclosed the prior accident to Plaintiff. There
25 is no indication in the record that Plaintiff inquired about the parts and services used to repair the
26 vehicle as provided in the ACE, and such information was then withheld. Plaintiff relied on the
27
28

1 CPO report, which the undisputed evidence shows would only have notated frame damage if a
2 repair, if any, was not up to standard.

3 To the extent Plaintiff argues Defendant made false representations as to the certification of
4 truck, or that the truck was of a particular quality or standard, this argument is flawed. The
5 vehicle went through and passed a 125-point Certified Pre-Owned Vehicle Inspection. Given this
6 certification, Plaintiff cannot argue that Defendant misrepresented that the vehicle was CPO
7 certified, as it was. The sufficiency of the CPO inspection standards is not at issue for this
8 argument, but rather the fact that the vehicle was ultimately certified as pre-owned.
9

10 Plaintiff conceded at the hearing that if the claim for deceptive trade practices fails, the
11 remaining claims for equitable relief must also fail. This Court agrees. Defendant disclosed the
12 material facts about the vehicle, and Plaintiff purchased the vehicle, driving it for at least two
13 years. Thus, there are no grounds to grant equitable relief for Plaintiff.
14

15 THEREFORE, COURT ORDERS for good cause appearing and after review Defendants'
16 Motion for Summary Judgment is hereby GRANTED. The hearing on Motions in Limine set for
17 December 21, 2017 at 10:30 a.m. on Motions Calendar and the Jury Trial set to begin January 8,
18 2018 at 10:00 a.m. are hereby VACATED.
19

20 DATED November 22, 2017
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22
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24 NANCY ALLF
25 DISTRICT COURT JUDGE
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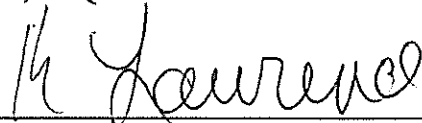
CERTIFICATE OF SERVICE

I hereby certify that on or about the date signed I caused the foregoing document to be electronically served pursuant to EDCR 8.05(a) and 8.05(f) through the Eighth Judicial District Court's electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in the mail to and/or by fax and mail to:

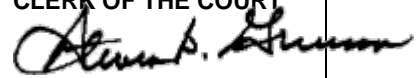
Jeffery Bendavid, Esq.
Stephanie Smith, Esq.
MORAN BRANDON BENDAVID MORAN

George West III, Esq.
LAW OFFICES OF GEORGE O. WEST, III

Craig Friedberg, Esq.
LAW OFFICES OF CRAIG B. FRIEDBERG, ESQ.



Karen Lawrence
Judicial Executive Assistant



MOT

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Website: www.consumerlaw.justia.net

Attorneys for Plaintiffs
DERRICK POOLE

DISTRICT COURT
CLARK COUNTY, NEVADA

DERRICK POOLE,

Plaintiff,

v

NEVADA AUTO DEALERSHIP INVEST-
MENTS LLC a Nevada Limited Liability
Company d/b/a SAHARA CHRYSLER,
JEEP, DODGE, WELLS FARGO DEALER
SERVICES INC., COREPOINTE INSUR-
ANCE COMPANY, and DOES 1 through 100,
Inclusive,

Defendants,

CASE NO : A-16-737120-C
DEPT : XXVII

**NOTICE OF MOTION AND MOTION
TO RETAX AND SETTLE COSTS**

DATE : _____, 2018

TIME : _____

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD :

PLEASE TAKE NOTICE, that on 1-11-18, 2018 at 9:30am, or

as soon thereafter as the matter can be heard in Department XXVII in the above entitled Court, Plaintiff will move the court to retax and settle costs as set forth in Defendants' Verified Memorandum of Costs filed on December 5, 2017.

This motion is made pursuant to NRS 18.005(5) and 18.110(4) on the grounds that none of the cost items are supported by any corroborating documentation, and seek costs in excess of what Defendants are entitled to under 18.005(5) with respect to Defendants' expert.

This motion is based upon this notice, the attached memorandum of points and authorities, the documents in the file, and upon any other competent evidence to be offered at the hearing.

Dated this 8th day of December, 2017

By/s/ George O. West III
 GEORGE O. WEST III
 Law Offices of George O. West III
Consumer Attorneys Against Auto Fraud
 Attorney for Plaintiff
DERRICK POOLE

I

A PARTY CLAIMING COSTS UNDER NRS 18.110 ~~=~~REQUIRED
TO ATTACH CORROBORATIVE DOCUMENTATION OF ALL
TAXABLE COSTS SET FORTH IN THEIR COST BILL

NRS 18.110(4) states :

Within 3 days after service of a copy of the memorandum, the adverse party may move the court, upon 2 days' notice, to retax and settle the costs, notice of which motion shall be filed and served on the prevailing party claiming costs. Upon the hearing of the motion the court or judge shall settle the costs.

Defendants' verified memo of costs was filed on November 5, 2017 and is attached hereto as Exhibit 1. A verified memorandum of costs must be supported by corroborating documentation with respect to each itemized taxable item of costs. See *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1054 (2015) [reversing trial court's award of depositions costs, runner fees and photocopies based on a lack of corroborating documentation attached to the verified memorandum to determine whether a taxable cost was reasonable, necessary and/or incurred – holding a district court may **not** award costs when the verified memorandum lacks sufficient justifying documentation to support the award of such taxable costs], *Waddell v L.V.R.V.* 122 Nev. 15, 125 P. 3d 1160, 1166 (2000), [upholding trial court's denial of awarding computerized research costs for failing to attach any documentation justifying and corroborating computerized legal research costs was necessary or incurred], *Berosini v People for Ethical Treatment of Animals* 114 Nev. 1348, 1352 971 P. 383 (1998) [upholding trial court's denial of awarding taxable cost items that were not substantiated by documentation or showing that such costs were necessary to and incurred in the matter].

1 None of the cost items set forth in Defendants' verified cost memo are
2 corroborated by any documentation to verify their amount, as well as whether they were
3 necessary to and/or actually incurred in the case. There was no cross-claim or third
4 party claim in this case, nor were there any subpoenas issued or served by any of the
5 Defendants to third party witnesses or entities in this case, (at least Plaintiff was not
6 given any notice of any such third party witnesses subpoenas), but there is an entry for a
7 "process server" for \$ 175.00.
8

9 There is also an entry for "legal research costs" for \$357.72 but no documentation
10 is attached corroborating this amount, how it was arrived at or identifying how it was
11 necessary to this case i.e. what was the research for and what was researched? There is
12 an entry for \$5,000.40 for depositions and court reporter fees but no invoices
13 corroborating that amount. There is an entry for their retained expert for \$3,326.51
14 with no documentation supporting this amount, which segues into the next issue.
15

16 II

17 **A PARTY SEEKING COSTS FOR EXPERT FEES UNDER NRS 18.005(5)** 18 **IS LIMITED TO A MAXIMUM OF \$1,500.00 FOR EACH EXPERT**

19 NRS 18.005(5) states a prevailing party under NRS 18.020 is entitled to :

20 Reasonable fees of no more than five expert witnesses in an amount of not
21 more than \$1,500 for each witness, unless the court allows a larger fee
22 after determining that the circumstances surrounding the expert's
23 testimony were of such necessity as to require the larger fee.

24 Defendants prevailed on summary judgment. However, while Defendants did
25 retain a testifying expert pursuant to Rule 16.1 and made disclosures with respect their
26 single retained expert witness, Defendants did **not** use their retained expert in support
27 of their summary judgment, nor did Plaintiff take said expert's deposition. Defendant's
28 expert only prepared an expert report.

1 Most significantly, Defendants' retained expert did **not** assist in nor was he used
2 with respect to the Defendants prevailing via their motion for summary judgment. No
3 declaration was submitted by their retained expert, nor did they refer to or seek to admit
4 any of their retained expert's opinions vis-a-vis their motion for summary judgment.
5 Because the lack of involvement and/or importance of Defendants' retained expert in
6 assisting Defendants in prevailing on summary judgment, (notwithstanding the lack of
7 any documentation of his fees), Defendants cannot recover more than the statutory
8 maximum of \$ 1,500.00 set forth in NRS 18.005(5), if anything.
9

10 The recent opinion in *Frazier v. Drake*, 131 Nev. Adv. Op. 64, 357 P.3d 365, 377
11 (Nev. App. 2015) addressed the issue of when a court is authorized to award in excess of
12 the statutory maximum for expert witness fees set forth in NRS 18.005(5). The Court
13 stated and held :

14
15 While the Nevada Supreme Court has provided only limited guidance
16 regarding what district courts must consider in awarding expert fees in
17 excess of \$1,500 per expert, **the court has made clear that the**
18 **importance of the expert's testimony to the party's case plays a**
19 **key role in assessing the propriety of such an award. See *Gilman***
20 ***v. State Bd. of Veterinary Med. Exam'rs*, 120 Nev. 263, 273, 89 P.3d 1000,**
21 **1006–07 (2004), (affirming an award of \$7,145 in fees made under NRS**
22 **18.005(5) *because the expert's testimony constituted most of the***
23 ***party's evidence*)... Similar to these requirements, many of the**
24 **extrajurisdictional authorities discussed above *also require that trial***
25 ***courts consider the impact the expert's testimony had on the***
26 ***case* and the amount of fees actually incurred in determining the amounts**
27 **that should be awarded.**

28
29 In light of these pronouncements from our supreme court and our review
30 of extrajurisdictional authority, we conclude that any award of **expert**
31 **witness fees in excess of \$1,500 per expert under NRS**
32 **18.005(5) must be supported by an express, careful, and**
33 **preferably written explanation of the court's analysis of**
34 **factors pertinent to determining the reasonableness of the**
35 **requested fees** and whether "the circumstances surrounding the expert's
36 testimony were of such necessity as to require the larger fee."

1 In evaluating requests for such awards, district courts ***should consider***
2 ***the importance of the expert's testimony to the party's case; the***
3 ***degree to which the expert's opinion aided the trier of fact in***
4 ***deciding the case;*** whether the expert's reports or testimony were
5 repetitive of other expert witnesses; the extent and nature of the work
6 performed by the expert; whether the expert had to conduct independent
7 investigations or testing; ***the amount of time the expert spent***
8 ***court, preparing a report, and preparing for trial;*** the expert's
9 area of expertise; the expert's education and training; the fee actually
10 charged to the party who retained the expert; the fees traditionally charged
11 by the expert on related matters; comparable experts' fees charged in
12 similar cases; and, if an expert is retained from outside the area where the
13 trial is held, the fees and costs that would have been incurred to hire a
14 comparable expert where the trial was held.

15 Based on the aforementioned, Defendants are not entitled to any expert witness
16 fees in excess of \$ 1,500.00, if any.

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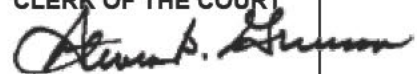
CONCLUSION

Based on the aforementioned, Defendants are not entitled to their itemized costs
as they have failed to attach the required documentation to demonstrate they were
reasonable, necessary or incurred.

Dated this 8th day of December, 2017

By/s/ *George O. West III*
GEORGE O. WEST III
Law Offices of George O. West III
Consumer Attorneys Against Auto Fraud
Attorney for Plaintiff
DERRICK POOLE

EXHIBIT 1



1 **MEMO**

2 **JEFFERY A. BENDAVID, ESQ.**

3 Nevada Bar No. 6220

4 **STEPHANIE J. SMITH, ESQ.**

5 Nevada Bar No. 11280

6 **MORAN BRANDON BENDAVID MORAN**

7 630 South 4th Street

8 Las Vegas, Nevada 89101

9 (702) 384-8424

10 j.bendavid@moranlawfirm.com

11 s.smith@moranlawfirm.com

12 *Attorney for Defendants, Nevada Auto*

13 *Dealership Investments LLC d/b/a Sahara*

14 *Chrysler and Corepointe Insurance Co.*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 **DERRICK POOLE,**

18 Plaintiff,

19 v.

20 **NEVADA AUTO DEALERSHIP**
21 **INVESTMENTS LLC, a Nevada Limited**
22 **Liability Company d/b/a SAHARA**
23 **CHRYSLER; JEEP, DODGE, WELLS**
24 **FARGO DEALER SERVICES INC.,**
25 **COREPOINTE INSURANCE**
26 **COMPANY; and DOES 1 through 100,**
27 **Inclusive,**

28 Defendant.

Case No.: A-16-737120-C

Dept. No.: XXVII

**VERIFIED MEMORANDUM OF
COSTS**

29 Pursuant to the provisions of NRS §18.005 and NRS §18.110, Defendants,
30 NEVADA AUTO DEALERSHIP INVESTMENTS LLC, a Nevada Limited Liability
31 Company d/b/a SAHARA CHRYSLER, JEEP, DODGE, RAM and COREPOINTE



MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

630 SOUTH 4TH STREET
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FAX: (702) 384-6568

JOINT APPENDIX 862

1 INSURANCE COMPANY by and through their attorneys, JEFFERY A. BENDAVID,
2 ESQ., and STEPHANIE J. SMITH, ESQ. claims the following verified costs:

3	Legal research costs:	\$ 357.72
4	Process Server Fee:	\$ 175.00
5	Filing Fees:	\$ 286.50
6	Photocopy Charges:	\$1.76
7	Postage:	\$6.46
8	Deposition Transcripts and	
9	Court Reporter Fees:	\$ 5,000.40
10	Plaintiff's Expert's Fee for Deposition:	\$1,820.00
11	Expert Fees for Defendant:	\$3,326.51
12	TOTAL COSTS:	\$10,974.35

13
14
15 DATED this 5th day of December, 2017.

16 **MORAN BRANDON BENDAVID MORAN**

17
18 /s/ Jeffery A. Bendavid Esq.

19 **JEFFERY A. BENDAVID, ESQ.**

20 Nevada Bar No. 6220

21 **STEPHANIE J. SMITH, ESQ.**

22 Nevada Bar No. 11280

23 630 South Fourth Street

24 Las Vegas, NV 89101

25 *Attorneys for Defendants*

26 *Nevada Auto Dealership Investments LLC d/b/a*

27 *Sahara Chrysler and Corepointe Insurance Co.*



MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

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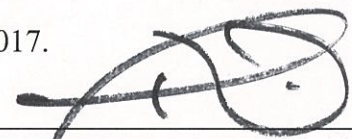
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VERIFICATION

COUNTY OF CLARK)
) ss:
STATE OF NEVADA)

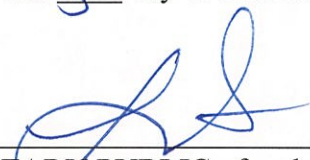
I, JEFFERY A. BENDAVID, ESQ., as an attorney for Defendants, NEVADA AUTO DEALERSHIP INVESTMENTS, LLC and COREPOINTE INSURANCE hereby state under oath that to the best of my knowledge and belief the costs in the above Verified Cost Memorandum are correct, and that the costs have been necessarily incurred in this action.

DATED this 5 day of December, 2017.




JEFFERY A. BENDAVID, ESQ.

Subscribed and Sworn to before
me this 5th day of December, 2017.



NOTARY PUBLIC of and for said
County and State.

 LEILANI GAMBOA
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 06-109640-1
My Appt. Expires May 10, 2019

1 **PROOF OF SERVICE**

2 STATE OF NEVADA)
3 COUNTY OF CLARK)

4 On November 8, 2017, I served the forgoing document(s) described as 1) **NOTICE OF**
5 **MOTION AND MOTION TO RETAX AND SETTLE COSTS** on interested
6 party(ies) in this action by either fax and/or email, or by placing a true and correct copy
and/or original thereof addressed as follows:

7 **JEFF BENDAVID, ESQ**
8 Moran, Brandon, Bendavid, Moran
9 630 South Fourth Street
Las Vegas, NV 89101
j.bendavid@moranlawfirm.com

10 **NATHAN KANUTE, ESQ**
11 Snell & Wilmer
12 3883 Howard Hughes Pkwy
Suite 1100
13 Las Vegas, NV 89169
nkanute@swlaw.com

14 [] **(BY FIRST CLASS MAIL)** I am readily familiar with the firm's practice of
15 collection and processing correspondence for mailing. Under that practice it would be
deposited with the U.S. Postal service on that same day with first class postage thereon
fully prepaid at Las Vegas, NV in the ordinary course of business.

16 [] **(BY PERSONAL SERVICE)** I delivered such envelope by hand to the office, and/or
17 to the attorney listed as the addressee below.

18 [] **(BY FAX SERVICE)** Pursuant to consent under NRCP, Rule 5(b), I hereby certify
19 that service of the aforementioned document(s) via facsimile, pursuant to EDCR Rule
7.26(a), as set forth herein.

20 [x] **(BY EMAIL SERVICE) (Wiznet/email)** Pursuant NRCP, Rule 5(b)(2)(D), and
21 the EDCR on electronic service, I hereby certify that service of the aforementioned
document(s) via email to pursuant to the relevant and pertinent provisions of EDCR and
NRCP, as set forth herein.

22
23 Executed on this 8th day of December, 2017.

24 /s/ George O. West III
25 GEORGE O. WEST III
26
27
28

Steven D. Grierson

1 **ORDR**
2 **JEFFERY A. BENDAVID, ESQ.**
3 Nevada Bar No. 6220
4 **STEPHANIE J. SMITH, ESQ.**
5 Nevada Bar No. 11280
6 **MORAN BRANDON BENDAVID MORAN**
7 630 South 4th Street
8 Las Vegas, Nevada 89101
9 (702) 384-8424
10 j.bendavid@moranlawfirm.com
11 s.smith@moranlawfirm.com
12 *Attorney for Defendants, Nevada Auto*
13 *Dealership Investments LLC d/b/a Sahara*
14 *Chrysler and Corepointe Insurance Co.*

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 **DERRICK POOLE,**

13 **Plaintiff,**

Case No.: A-16-737120-C

14 **v.**

Dept. No.: XXVII

15 **NEVADA AUTO DEALERSHIP**
16 **INVESTMENTS LLC, a Nevada Limited**
17 **Liability Company d/b/a SAHARA**
18 **CHRYSLER; JEEP, DODGE, WELLS**
19 **FARGO DEALER SERVICES INC.,**
20 **COREPOINTE INSURANCE**
COMPANY; and DOES 1 through 100,
Inclusive,

21 **Defendant.**

ORDER DENYING DEFENDANT
NEVADA AUTO DEALERSHIP
INVESTMENTS LLC D/B/A SAHARA
CHRYSLER JEEP DODGE RAM'S
MOTION TO STRIKE FUGITIVE
DOCUMENTS AND MOTION TO
STRIKE THE DECLARATION OF
ROCCO AVELLINI ATTACHED TO
PLAINTIFF'S OPPOSITION TO
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT

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26 Defendant, Nevada Auto Dealership Investments LLC d/b/a Sahara Chrysler Jeep
27 Dodge Ram's ("Sahara Chrysler") Motion to Strike Fugitive Documents and Motion to
28 Strike the Declaration of Rocco Avellini attached to Plaintiff's Opposition to Defendant's



MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

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LAS VEGAS, NEVADA 89101
PHONE: (702) 384-8424
FAX: (702) 384-8568

1 Motion for Summary Judgment having come on for hearing before this above-entitled Court
2 on November 9, 2017, at 10:30 a.m., with the Honorable Judge Nancy Allf presiding, with
3 Jeffery A. Bendavid, Esq. and Stephanie J. Smith, Esq., appearing on behalf of the
4 Defendants, Sahara Chrysler and Corepointe Insurance, and George O. West III, Esq. and
5 Craig Friedberg, Esq. appearing on behalf of Plaintiff, Derrick Poole. The Court having
6 reviewed all of the papers and pleadings on file herein, and arguments of counsel, finds
7 therefore:
8

9 IT IS HEREBY ORDERED that Defendant, Nevada Auto Dealership Investments
10 LLC d/b/a Sahara Chrysler Jeep Dodge Ram's Motion to Strike the Declaration of Rocco
11 Avellini attached to Plaintiff's Opposition to Defendant's Motion for Summary Judgment is
12 DENIED.
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MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

630 SOUTH 4TH STREET
LAS VEGAS, NEVADA 89101
PHONE: (702) 384-8424
FAX: (702) 384-6568

1 IT IS HEREBY FURTHER ORDERED that Defendant, Nevada Auto Dealership
2 Investments LLC d/b/a Sahara Chrysler Jeep Dodge Ram's Motion to Strike Fugitive
3 Documents is DENIED.

4 DATED this 4 day of Dec., 2017.

6
7 Nancy Z AIK
8 DISTRICT COURT JUDGE NE

9
10 Respectfully Submitted:
11 **MORAN BRANDON BENDAVID MORAN**

12 
13 **JEFFERY A. BENDAVID, ESQ.**

14 Nevada Bar No. 6220

15 **STEPHANIE J. SMITH, ESQ.**

16 Nevada Bar No. 11280

17 630 South 4th Street

18 Las Vegas, Nevada 89101

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20 Fax: (702) 384-6568

21 j.bendavid@moranlawfirm.com

22 s.smith@moranlawfirm.com


23 *Attorney for Defendants, Nevada Auto*

24 *Dealership Investments LLC d/b/a Sahara*

25 *Chrysler and Corepointe Insurance Co.*

26 Approved as to form and content:

27 **LAW OFFICES OF GEORGE O. WEST III**

28 
GEORGE O. WEST III, ESQ

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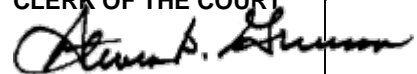
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Attorneys for Plaintiff



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13 *Dealership Investments LLC d/b/a Sahara*
14 *Chrysler and Corepointe Insurance Co.*

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 DERRICK POOLE,

13 Plaintiff,

14 v.

15 NEVADA AUTO DEALERSHIP
16 INVESTMENTS LLC, a Nevada Limited
17 Liability Company d/b/a SAHARA
18 CHRYSLER; JEEP, DODGE, WELLS
19 FARGO DEALER SERVICES INC.,
20 COREPOINTE INSURANCE
21 COMPANY; and DOES 1 through 100,
22 Inclusive,

21 Defendant.

Case No.: A-16-737120-C
Dept. No.: XXVII

**DEFENDANT NEVADA AUTO
DEALERSHIP INVESTMENTS LLC'S
MOTION FOR ATTORNEYS' FEES
AND COSTS**

Hearing Date:
Hearing Time:

23 COMES NOW, pursuant to the provisions of NRS §18.010 and NRS §18.020,
24 Defendant, NEVADA AUTO DEALERSHIP INVESTMENTS LLC d/b/a SAHARA
25 CHRYSLER JEEP DODGE RAM ("Defendant" and/or "Sahara Chrysler") by and through
26 its counsel of record, JEFFERY A. BENDAVID, ESQ., and STEPHANIE J. SMITH, ESQ.,
27
28



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1 of MORAN BRANDON BENDAVID MORAN, and hereby submits its Motion for
2 Attorneys' Fees and Costs.

3 This Motion is made and based upon the Points and Authorities attached hereto,
4 along with the pleadings and papers on file herein, the Declaration of Jeffrey A. Bendavid,
5 Esq., the Verified Memorandum of Costs and supplemental verified memorandum of costs,
6 and any oral argument the Court may allow at the time for hearing on this matter.
7

8 DATED this 19th day of December, 2017.

9 **MORAN BRANDON BENDAVID MORAN**

10
11 /s/ Jeffery A. Bendavid.

12 **JEFFERY A. BENDAVID, ESQ.**

13 Nevada Bar No. 6220

14 **STEPHANIE J. SMITH, ESQ.**

15 Nevada Bar No. 11280

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20 *Dealership Investments LLC d/b/a Sahara*

21 *Chrysler and Corepointe Insurance Co.*
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1 **NOTICE OF MOTION**

2 TO: George O. West, Esq., Law Offices of George O. West III
3 Craig Friedberg, Esq., Law Offices of Craig B. Friedberg
4 *Attorneys for Plaintiff*

5 PLEASE TAKE NOTICE that Sahara Chrysler by and through its counsel of record,
6 JEFFERY A. BENDAVID, ESQ., and STEPHANIE J. SMITH, ESQ. of MORAN
7 BRANDON BENDAVID MORAN, and hereby submits its Motion for Attorneys' Fees and
8 Costs on for hearing on the 24 day of January, 2018, at the hour of 9 a.m./p.m.
9 before Department XXVII, or as soon thereafter as counsel may be heard.

10 DATED this 19th day of December, 2017

11
12 **MORAN BRANDON BENDAVID MORAN**

13
14 /s/ Jeffery A. Bendavid.

15 **JEFFERY A. BENDAVID, ESQ.**

16 Nevada Bar No. 6220

17 **STEPHANIE J. SMITH, ESQ.**

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22 *Dealership Investments LLC d/b/a Sahara*

23 *Chrysler and Corepointe Insurance Co*



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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This matter stemmed from the purchase of a single truck by Plaintiff which he
4 happily drove for multiple years and thousands of miles, without any issues whatsoever.
5 Due to Plaintiff's failure to accept any reasonable settlement offers, make any reasonable
6 settlement demands, and his failure to provide any response to Defendant Sahara Chrysler's
7 Offer of Judgment, Defendant was forced to continuously and vigorously defend against his
8 baseless claims. Despite numerous attempts to resolve this matter throughout the pendency
9 of litigation, Plaintiff plainly refused all such reasonable attempts. Indeed, Plaintiff persisted
10 in his claims, despite knowingly not actually sustaining damages. As such, Defendant now is
11 entitled to its reasonable attorneys' fees and costs.
12
13

14 **II. FACTS**

15 Plaintiff's claims stemmed from his purchase of a Dodge Ram truck ("Vehicle")
16 which was a Certified Pre-Owned ("CPO") vehicle. At the time of the sale, Plaintiff admits
17 he was informed multiple times, and in writing, that the Vehicle had previously been in an
18 accident, but that it has undergone a comprehensive 125-point inspection and passed, hence
19 why it was a suitable CPO vehicle. Plaintiff purchased the Vehicle and happily drove it for
20 multiple years. This litigation arose on May 22, 2016, when Plaintiff, Derrick Poole
21 ("Plaintiff" and/or "Poole") filed his Complaint for Deceptive Trade Practices many other
22 claims against multiple defendants, but primarily with allegations of misconduct against
23 Sahara Chrysler. At the time of filing his Complaint, Plaintiff was still driving the Vehicle.
24
25

26 Plaintiff took the depositions of both the Person Most Knowledgeable of Defendant
27 and the mechanic who inspected the Vehicle prior to Plaintiff's purchase in December 2016,
28



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1 and despite there being no evidence that the Vehicle did not pass, or should not have passed
2 its CPO inspection, Plaintiff continued in his claims. The Parties exchanged discovery in
3 2016, and Defendant's current counsel substituted in on June 1, 2017, after which the
4 majority of the present litigation occurred.

5
6 Defendant is entitled to recover attorney's fees and costs in this matter, pursuant to
7 Nevada Rule of Civil Procedure 68(f)(2) ("If the offeree rejects an offer and fails to obtain a
8 more favorable judgment, the offeree shall pay the offeror's post-offer costs [...] and
9 reasonable attorney's fees"), and Nevada Revised Statutes §§ 18.010(2)(b) and 18.020(3)
10 ("Costs must be allowed of course to the prevailing party against any adverse party against
11 whom judgment is rendered [...] [i]n an action for recover of money or damages where
12 plaintiff seeks to recover more than \$2,500.")

13
14 **1. Defendant Engaged in Substantial and Necessary Litigation to Prevail**
15 **over Plaintiff's Unreasonable Claims.**

16 Throughout the litigation of this matter, Defendant was forced to file multiple
17 motions and oppose multiple motions, attend hearings, and file pre-trial motions due to
18 Plaintiff's continual pursuit of claims which were not appropriately supported by Nevada
19 law. This was particularly true when Plaintiff, despite providing no actual evidence of
20 damages, or other evidence to support their vague allegations regarding deceptive trade
21 practices, insisted on pursuing his claims.

22
23 On or about May 15, 2017, Plaintiff filed a First Amended Complaint with additional
24 allegations against Defendant, and as such, Defendant was forced to file an Answer to the
25 Amended Complaint and assert its defenses. *See Docket.*

26
27 Defendant took Plaintiff's deposition on August 17, 2017 during which time Plaintiff
28 admitted that he had been driving his car without issue for approximately 3 years, and that



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1 he had not performed any repairs on it. Additionally, Defendant had to respond to a second
2 set of interrogatories, and a first set of requests for admissions, along with a fourth set of
3 requests for production in July and August of 2017, just prior to the discovery cutoff which
4 was set for August 31, 2017.

5
6 In light of the pending close of discovery, the Parties agreed to effectually stand
7 down on proceeding with discovery during August 2017 and the beginning of September
8 2017. The Parties entered into informal settlement negotiations, and agreed to temporarily
9 continue some depositions to after the close of discovery in an attempt at resolution.
10 Despite multiple back and forth offers via email, which would have resulted in favorable
11 results for Plaintiff, Plaintiff's counsel refused to settle due to the amount of attorneys' fees
12 and costs which he had purportedly incurred. See *Declaration of Jeffery Bendavid*, ¶2,
13 *attached hereto*. Indeed, Plaintiff's counsel hindered the resolution of this matter by making
14 the settlement about his own fees. After settlement negotiations fell apart due to Plaintiff
15 refusing to accept any reasonable offers, Defendant was forced to continue to defend itself
16 against Plaintiff's unreasonable claims.
17

18
19 On September 11, 2017, Defendant was forced to file a Motion for Protective Order
20 due to Plaintiff's counsel's unwillingness to reasonably stipulate to matters, which
21 ultimately became moot. See *Docket*. On or about September 19, 2017, Plaintiff filed a
22 motion to compel regarding requests for admissions, interrogatories, and requests for
23 production, which Defendant was forced to defend against. *Id.*
24

25 Due to the temporary halt on the taking of depositions, the remaining depositions had
26 to be taken on an accelerated schedule, and just before the cutoff date for filing dispositive
27 motions which was set for October 2, 2017. Additionally, on September 19 and 20, 2017,
28



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1 Plaintiff then took the depositions of two additional employees of Sahara Chrysler the
2 salesperson and the F&I person. During all of these depositions, no evidence emerged which
3 substantiated Plaintiff's allegations regarding deceptive trade practices. Yet Plaintiff
4 persisted. On September 22, 2017, Defendant took the deposition of Plaintiff's expert,
5 which revealed a deeply flawed methodology and opinions based on pure speculation. As
6 such, on September 29, 2017, Defendant filed a Motion to Exclude the Report, Testimony,
7 and Opinions of Plaintiff's expert Rocco Avellini. *See Docket.* Defendant was forced to
8 obtain expedited transcripts in order to file its motion for summary judgment as these were
9 further illustrative of the lack of Plaintiff's damages, and other failures to meet the requisites
10 of his alleged claims.
11

12
13 Defendant filed a motion for summary judgment with respect to all claims against it
14 on October 2, 2017. *Id.* At that juncture this matter was set on a trial stack commencing on
15 November 13, 2017. *Id.* Plaintiff refused to agree to continue the trial in order for
16 Defendant's motion for summary judgment to be heard, and to possibly avoid fees and costs
17 in preparing for trial. As such, Defendant filed its motions *in limine*, in order to adequately
18 prepare for trial. *Id.* On October 3, 2017, Defendant filed a Motion to Continue Trial, in an
19 attempt to conserve on additional fees and costs, which Plaintiff opposed even though it
20 would have saved him additional fees and costs. *Id.* The Court granted Defendant's Motion
21 to Continue Trial and also continued the hearing dates for the Motions *in limine*. *See Court*
22 *minutes November 8, 2017.*
23

24
25 On October 5, 2017, Defendant served an Offer of Judgment on Plaintiff, but
26 received no response to the Offer of Judgment whatsoever. *See Declaration of Jeffery*
27
28



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1 *Bendavid*, ¶3. Plaintiff then commenced issuing trial subpoenas and continuing to prepare
2 for trial, which in turn forced Defendant to continue to prepare for trial.

3 Despite a pending offer of judgment and the clear motion for summary judgment
4 detailing Plaintiff's lack of evidence substantiating his claims and failure to meet the
5 requisites of those claims, he persisted. Defendant attempted to confer with Plaintiff's
6 counsel in an attempt to continue trial to avoid additional fees and costs in preparing for trial
7 in the event that Defendant's Motion for Summary Judgment was granted. However
8 Plaintiff's counsel refused to agree to even a short continuance, and Defendant was forced to
9 file a motion to continue trial, which was granted.
10
11

12 On October 20, 21, and 22, 2017, Plaintiff filed 87 pages of Opposition to
13 Defendant's Motion for Summary Judgment, thereby necessitating even more work and time
14 than a standard 30-page opposition. Due to Plaintiff's substantial filings, Defendant was
15 forced to file a Motion to Strike Fugitive Documents, and the supplemental 17-page
16 declaration of Plaintiff's expert, in addition to expending significant time in wading through
17 Plaintiff's ample Opposition. Defendant's counsel was forced to file its own 30-page Reply
18 brief in an attempt to address Plaintiff's red herrings and diversions from the actual facts and
19 law of the case. Defendant had to also spend ample time preparing for the hearing on its
20 Motion for Summary Judgment, particularly in light of the fact that additional motions
21 regarding Plaintiff's excessive pleadings were also filed and being heard on that date. The
22 hearing on the Motion for Summary Judgment was also significant, and counsel for both
23 sides were permitted by the Court to fully argue their points and authorities. Defendant's
24 Motion for Summary Judgment was granted in its entirety, thereby further evidencing
25 Plaintiff's pursuit of his unreasonable and unsubstantiated claims.
26
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1 The Parties engaged in significant discovery, motion work, and litigation, including
2 the taking of multiple depositions, court appearances, and substantial briefing in preparation
3 for its Motion for Summary Judgment, and Motion to Strike Plaintiff's expert, and
4 commence preparing for trial in order for Defendant to fully prevail against Plaintiff.
5

6 **III. LEGAL ARGUMENT**

7 **A. Defendant Should be Awarded Reasonable Attorneys' Fees and Costs as** 8 **the Prevailing Party.**

9 **1. Defendant is Entitled to Costs.**

10 Defendant is entitled to all costs incurred in this matter pursuant to NRS §18.020(3),
11 and should be awarded reasonable attorney's fees in accordance with NRS §18.010. Here,
12 NRS 18.020(3) dictates that Defendant should be permitted to recover its costs, as it
13 provides, in pertinent part that costs, "must be allowed of course to the prevailing party
14 against any adverse party against whom judgment is rendered, in the following cases...[I]n
15 an action for the recovery of money or damages, where the plaintiff seeks to recover more
16 than \$2,500."
17

18 Here, Plaintiff clearly sought to recover more than \$2,500, as he alleged claims
19 pursuant to NRS 41.600 for fraud, and also sought punitive damages within his First
20 Amended Complaint. Indeed, Plaintiff filed his lawsuit in Nevada District Court, further
21 evidencing that they sought to recover over \$2,500, as the minimum jurisdictional amount in
22 controversy was \$10,000.00 at the time Plaintiff filed his complaint. As such, costs are
23 appropriate to Defendant, as judgment has been rendered against Plaintiff.
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1 **2. Defendant is Entitled to Attorneys' Fees Pursuant to NRS**
2 **18.010(2)(b).**

3 Defendant prevailed in successfully defending against all of the claims Plaintiff
4 brought against it and obtained summary judgment with respect to all of the Plaintiff's
5 claims, which he maintained continuously without reasonable grounds. Particularly,
6 Plaintiff was aware that he did not suffer damages, as he continued to utilize the Vehicle
7 without incident (minus an accident he independently was in). *See Motion for Summary*
8 *Judgment and Exhibits thereto*. Plaintiff was fully aware he made no warranty claims,
9 required no repairs, and did not otherwise have an issue with his Vehicle until he was
10 allegedly unable to refinance it. *Id.* Indeed, Plaintiff knew and admitted that he continued to
11 drive the Vehicle even after his "expert" inspected it. *Id.* Again, despite no concrete
12 admissible evidence aside from his own expert's "speculations", based on an inspection two
13 years after he purchased it, Plaintiff continued to pursue his claims. Notably, in the opposing
14 Defendant's Motion for Summary Judgment, Plaintiff does not dispute that he was informed
15 that the Vehicle was in an accident nor that he drove it for multiple years and thousands of
16 miles. *See generally, Motion for Summary Judgment and Opposition.*

17
18
19 NRS 18.010(2)(b) provides, in pertinent part:

20
21 Without regard to the recovery sought, when the court finds that the
22 claim, counterclaim, cross-claim or third-party complaint or defense of
23 the opposing party was brought or maintained without reasonable ground
24 or to harass the prevailing party. The court shall liberally construe the
provisions of this paragraph in favor of awarding attorney's fees in all
appropriate situations. (emphasis added.)

25 Defendant is moreover entitled to attorneys' fees, as Plaintiff clearly continued in his
26 claims without reasonable ground, because he could provide no actual statutory or other
27 legal requirement for Defendant to do anything more than disclose that the Vehicle was in a
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1 previous accident, which it did. Indeed, particularly in light of the Motion for Summary
2 Judgment clearly detailing the deficiencies in Plaintiff's claims, Plaintiff unreasonably
3 persisted. This persistence in maintaining claims on unreasonable grounds becomes even
4 more egregious in light of the rejected offer of judgment.

5
6 Since, NRS 18.020(2)(b) specifically instructs that, "[T]he court shall liberally
7 construe the provisions of this paragraph in favor of awarding attorney's fees in all
8 appropriate situations," the Court may award Defendant attorneys' fees under this additional
9 basis. Plaintiff clearly continued to pursue claims and theories for deceptive trade practices
10 on unreasonable grounds, despite no evidence that any deceptive trade practices were
11 actually engaged in by the Defendant. Furthermore, Plaintiff refused to pursue any
12 reasonable avenue of settlement, or accept Defendant's offer of judgment, such conduct
13 forced Defendant to continue to litigate this matter. As such, attorneys' fees are appropriate
14 in this situation.

15
16 Accordingly, Defendant seeks attorney's fees pursuant to NRS §18.010,
17 18.202(2)(b) et seq., of Two Hundred Eleven Thousand, Nine Hundred Eighty-Two Dollars
18 and Fifty Cents (\$211,982.50). Defendant also seeks costs in this matter pursuant to NRS
19 §18.020 and NRS 18.110, pursuant to the verified memorandum of costs and documentation
20 provided herein.

21
22 **B. Defendant's Fee Request is Reasonable.**

23
24 Generally, in determining the amount of attorneys' fees to award, the Court performs
25 an analysis of the reasonableness of the fees requested. To determine the reasonableness of
26 an award of attorneys' fees, Nevada courts employ the "lodestar" method. The lodestar
27 method takes a reasonable number of hours and multiplies it by a reasonable hourly rate.
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1 *Shuette v. Beazer Homes Holdings Corp.*, 121 Nev. 837, 864-65 (2005). When applying this
2 method, courts rely on four factors to determine whether the fees requested are reasonable:
3 (A) the qualities of the advocate: his ability, his training, education, experience, professional
4 standing and skill; (B) the character of the work to be done: its difficulty, its intricacy, its
5 importance, time and skill required, the responsibility imposed and the prominence and
6 character of the parties where they affect the importance of the litigation; (C) the work
7 actually performed by the lawyer: the skill, time and attention given to the work; and (D) the
8 result: whether the attorney was successful and what benefits were derived. *Brunzell v.*
9 *Golden Gate Nat'l Bank*, 85 Nev. 345, 349 (1969); *accord Shuette*, 121 Nev. at 865. Here,
10 when analyzing all of those factors, the analysis evidences that the total amount of fees
11 requested by Defendant are reasonable.
12

13
14 Additionally, the Court can consider settlement offers in determining the
15 reasonableness of the attorneys' fees incurred. *See Parodi v. Budetti*, 115 Nev. 236, fn. 2
16 (1999) ("[T]he district court may consider the oral offers of settlement in determining
17 whether discretionary fees should be awarded under the statute or the amount of fees."); see
18 also, *A.D. v. State of Cal. Highway Patrol*, 712 F.3d 446, (9th Cir. 2013); *Lohman v. Duryea*
19 *Borough*, 574 F.3d 163, 169 (3d. Cir. 2009)(finding settlement offers are a factor to be
20 considered in the award of fees.)
21

22 Here Defendant tried repeatedly to engage in good faith settlement negotiations,
23 despite its total denial of liability, and Plaintiff's lack of damages, and Plaintiff refused to
24 accept such attempts. In fact, Plaintiff's own counsel's purported fees and costs thwarted
25 settlement negotiations. In August and September 2017, the Parties agreed to temporarily
26 stand down in discovery in order to attempt settlement negotiations. However, despite
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28



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1 multiple offers which included money for Plaintiff, Plaintiff's retention of the Vehicle, and a
2 substantial amount of money towards attorneys' fees for Plaintiff's counsel, Plaintiff still
3 refused. Plaintiff's refusal, and persistence in his claims, is particularly unreasonable in light
4 of the fact that Plaintiff had no damages and had continued to drive the Vehicle during
5 litigation.
6

7 Defendant had no choice but continue vigorously litigating against Plaintiff's
8 unsubstantiated claims. Further on October 5, 2017, after Defendant's last good faith
9 settlement offer was made, in an effort to avoid preparing for trial, and promote a resolution
10 to the case since discovery was closed, Defendant served an Offer of Judgment. Plaintiff did
11 not accept the Offer of Judgment, and Defendant had no choice but to continue to litigate the
12 claims alleged against it by Plaintiff. *See Declaration of Jeffery Bendavid.* Such conduct
13 and refusal of Plaintiff and his counsel further evidences the reasonableness of Defendant's
14 fees and costs.
15

16 **1. The Requested Fees Are Reasonable Given the Quality of Attorneys.**
17

18 The fees requested by Defendant are warranted given the skill of Defendant's
19 counsel, Jeffery Bendavid, Esq. and his associates and legal support staff. Courts recognize
20 that the reasonableness of an attorney's hourly rate is correlated to his or her experience and
21 reputation. *See Shuette*, 121 Nev. at 864-65.
22

23 Here, Defendant's lead counsel, Jeffery Bendavid, Esq., is a partner at Moran
24 Brandon Bendavid Moran, an established and well- respected litigation firm in Las Vegas.
25 The hourly rate charged by Mr. Bendavid was reduced from \$600.00 to \$450.00, due to the
26 size of this litigation and long-standing relationship with this client, for his work as the lead
27 attorney and partner, \$350.00 for Adam Davis and Stephanie Smith, and \$175.00 for Jeff
28



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1 Cranston, colleagues at Moran Brandon Bendavid Moran assisting Mr. Bendavid in this
2 matter. In sum, Defendant requests fees for 554.70 hours of work which encompasses
3 significant motion work, and preparation, attending hearings, engaging in discovery
4 including discovery motions, and commencing preparation for trial. This amount is broken
5 down as follows, the 216.0 hours billed by Mr. Bendavid, 6.8 hours billed by Adam Davis,
6 Esq. at \$350.00 an hour, the 310.4 total hours billed by Stephanie Smith, Esq. at a \$350.00
7 per hour rate, and 21.5 hours billed by Jeff Cranston at a \$175.00 per hour rate, for a total
8 amount of billed fees of Two Hundred Eleven Thousand Nine Hundred Eighty-Two Dollars
9 and Fifty Cents (\$211,982.50). As discussed in greater detail in Mr. Bendavid, Esq.'s
10 accompanying declaration, the counsel who worked on this case has a significant amount of
11 combined experience with litigation, and counsels' rates are comparable to the rates charged
12 by similar firms, and similarly experienced attorneys, practicing in this district. *See*
13 *Declaration of Jeffery Bendavid, Esq., attached hereto.*

14
15
16 Nevada District Courts have found that hourly rates similar to Defendant's counsel's
17 hourly rates are reasonable for practice in Nevada. *See, e.g., Taylor v. Vestuto*, No.
18 A543723, 2011 WL 5901303 (Nev. Dist. Ct. June 27, 2011) (Trial Ct. Order) (finding that
19 "counsel's hourly rate of \$400 is reasonable"); *Nev. Ass'n Servs. Inc. v. Premsrirut*, No. A-
20 11-637300-C, 2012 WL 1606509 (Mar. 7, 2012) (Trial Ct. Order) (finding that hourly
21 billing rates of up to \$395 per hour were reasonable considering "the hourly billing rates in
22 the local community"); *Wheeler v. Coss*, No. 3:06-cv-00717-RAM, 2010 WL 2628667, at
23 *2-3 (D. Nev. June 28, 2010) ("based on its experience and knowledge of the prevailing
24 rates in the District of Nevada, the court finds that \$350 per hour remains a reasonable
25 rate"); *Marshall v. Kirby*, No. 3:07-cv-00222-RAM, 2010 WL 4923486, at *5 (D. Nev. Nov.
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1 29, 2010) (hourly rate of \$350 is reasonable); *Cosgrove v. Whorton*, No. 3:06-cv-00703-
2 LRH-RAM, 2008 WL 4934011, at *3 (D. Nev. 14, 2008) (hourly rate of \$350 is
3 reasonable); *see also Montgomery v. Etreppeid Tech, LLC*, No. 3:06-cv-0056-PMP (VPC),
4 2008 WL 820072, at *5 (D. Nev. Mar. 24, 2008) (hourly rates including \$400 per hour are
5 reasonable); *Manukyan v. Laguna Pool & SPA, Inc.*, No. A-10-622157-D, 2012 WL
6 6650777 (Nev. Dist. Ct. Nov. 16, 2012) (Trial Ct. Order) (finding that counsel's hourly rate
7 of \$350 was reasonable).
8

9 Although a rate of \$450.00 per hour was not specifically found reasonable within the
10 authority cited herein, the rate of \$400.00 per hour was found to be reasonable in 2011, six
11 years prior to now, as such \$50.00 an hour more six years later is a comparably reasonable
12 rate. Additionally, the rates of other associate attorneys are also reasonable as they are
13 representative of other rates which have been found reasonable in previous years.
14

15 **2. The Requested Fees are Reasonable Given the Work Required and the**
16 **Time and Skill Required.**

17 The issues in this case required a lawyer of considerable experience and skill relating
18 to the proposed class action claims and prospective size of the matter. More importantly,
19 Plaintiff's own counsel thwarted attempts at reasonable settlement, thus forcing Defendant
20 to continue to vigorously litigate. This required work was necessary to eventually achieve
21 Defendant's result, as the prevailing party with respect to all of Plaintiff's claims, most
22 importantly in defending itself against the claims that Defendant engaged in deceptive trade
23 practices, which is significant given its position as a well-known and visible dealership.
24 Plaintiff also served multiple sets of discovery, and filed his own motion to compel, and
25 substantial 89 page opposition, which required significant time from Defendant to address
26
27
28



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1 all of that discovery, motion work and prepare additional motions to respond to Plaintiff's
2 filings in order to protect its position.

3 The success of the matter was specifically due to the time and skill of Defendant's
4 counsel, Mr. Bendavid and Stephanie Smith, Esq., and their colleagues, in engaging in
5 reasonable active litigation, and preparing the multiple necessary motions and pleadings,
6 discovery requests and responses, and attending court hearings along with advising and
7 counseling Defendant. Mr. Bendavid's and Ms. Smith's considerable experience and skill
8 in the legal profession clearly played a large role in Defendant prevailing against Plaintiff,
9 and obtaining summary judgment on all claims.
10

11
12 **3. The Fees Are Reasonable Given the Work Actually Performed.**

13 The fees in this matter are clearly reasonable based on the significant amount of
14 work performed by Defendant's counsel. As detailed extensively within the facts herein,
15 Defendant was forced to engage in extensive litigation with Plaintiff.

16 Defendant successfully obtained summary judgment against Plaintiff. Defendant was
17 forced, due to Plaintiff's own unreasonableness to file its pre-trial motions prior to the
18 motion for summary judgment being decided, and also Plaintiff's rejection of Defendant's
19 offer of judgment. All of the motion work performed by Defendant was reasonable and
20 necessary. Defendant's counsel's fees for the work actually performed and detailed in the
21 facts of this Motion, are clearly reasonable based on the work performed.
22

23
24 **4. The Fees Requested Are Reasonable Given the Results Obtained.**

25 Finally, any doubt regarding the overall reasonableness of Defendant's attorneys'
26 fees should be extinguished by the results obtained. Defendant's attorneys were able to
27 defeat Plaintiff's claims in their entirety. Defendant's attorneys were able to protect
28



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1 Defendant from substantial liability, even though the dispute was over a single truck
2 purchased, and was able to obtain complete victory on the claims against it. This is
3 particularly important as Plaintiff rejected Defendant's offer of judgment.

4
5 **C. Defendant is entitled to Reasonable Attorneys' Fees from the Time its
6 Offer of Judgment was made.**

7 Defendant served an Offer of Judgment on Plaintiff on October 5, 2017. **Exhibit 1,**
8 Offer of Judgment attached hereto. Plaintiff never responded to the Offer of Judgment
9 thereby rejecting the Offer of Judgment. Pursuant to Nevada Rule of Civil Procedure
10 68(f)(2), "[I]f the offeree rejects an offer and fails to obtain a more favorable judgment, the
11 offeree shall pay the offeror's post-offer costs [...] and reasonable attorney's fees, actually
12 incurred by the offeror from the time of the offer. As such, at a minimum, Defendant should
13 be awarded the reasonable attorneys' fees and costs from October 5, 2017 to the time of the
14 entry of judgment. *See NRCF 68(f)(2).*

15
16 Defendant incurred reasonable attorneys' fees in the amount of Sixty-Eight
17 Thousand Two Hundred Eighty-Five Dollars (\$68,285.00) for 178.5 hours of work from
18 October 5, 2017 to November 29, 2017. *See Declaration of Jeffery Bendavid.* The Parties
19 attempted to negotiate in August, September and into October, 2017. Despite, reasonable
20 offers from Defendant, Plaintiff's counsel refused to settle due to the amount fees and costs
21 he purportedly incurred and wanted as part of any settlement. *Id.* Accordingly, Defendant
22 had no choice but to continue to vigorously litigate this matter, and served a reasonable
23 Offer of Judgment.
24

25 Plaintiff's acceptance of this Offer of Judgment would have avoided additional
26 litigation preparation along with the lengthy hearing and substantial motion for summary
27 judgment opposition prepared by his counsel, which Defendant then was forced to respond
28



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1 to. These fees are particularly reasonable as Defendant had to commence and continue
2 preparing for trial up well into November, prior to the summary judgment ruling.

3 In exercising its discretion to award attorneys' fees under NRCP 68, the Court must
4 evaluate the following factors: (1) whether the plaintiff's claim was brought in good faith;
5 (2) whether the offer of judgment was reasonable and in good faith in both its timing and
6 amount; (3) whether the offeree's decision to reject the offer and proceed to trial was
7 grossly unreasonable or in bad faith; and (4) whether the fees sought by the offeror are
8 reasonable and justified in amount. *Wynn v. Smith*, 117 Nev. 6, 13, 16 P.3d 424, 428 (2001)
9 (citing *Beattie v. Thomas*, 99 Nev. 579, 588-89, 668 P.2d 268, 274 (1983)).
10

11 As discussed herein, Plaintiff's claim was maintained without reasonableness,
12 particularly when no additional evidence was proffered to substantiate his claims, and in
13 light of the fact that he sustained no damages. Defendant's Offer of Judgment was made in
14 good faith, and at the end of various settlement negotiations, and in an amount higher than
15 its previously offered settlement amounts. *See Exhibit 1*. The Offer of Judgment was made
16 at a point prior to the commencement of trial preparation, and well prior to Plaintiff having
17 to oppose Defendant's Motion for Summary Judgment. *Id.* However, since Defendant filed
18 its Motion for Summary Judgment on October 2, 2017, and served its Offer of Judgment on
19 October 5, 2017, Plaintiff had the full advantage of seeing Defendant's position, arguments,
20 and evidence detailing the various failures in Plaintiff's claims and position. Indeed,
21 Plaintiff's decision to decline the Offer of Judgment, based on the previous settlement
22 negotiations, appeared to be based on his counsel's refusal to reduce his fees. The fact that
23 Plaintiff's counsel likely held up a settlement (and even refused to stipulate to continue trial)
24 based on his own fees is grossly unreasonable. As detailed above, and discussed more
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1 thoroughly in the Declaration of Jeffery Bendavid, Defendant's fees from the time of the
2 Offer of Judgment are exceedingly reasonable, in light of the fact that counsel had to spend
3 significant time with respect to the Motion for Summary Judgment, its Reply, the hearing on
4 it, and commencing to prepare for trial.

5
6 Accordingly, although Defendant is seeking all of its attorneys' fees incurred in the
7 litigation of this matter, pursuant to NRCP 68, it should be awarded at least an amount of
8 \$68,285.00 in attorneys' fees incurred from the time it made its rejected Offer of Judgment.

9 **D. Defendant is Entitled to Costs Pursuant to NRS § 18.020.**

10 **1. Defendant is Entitled to Costs as the Prevailing Party.**

11
12 Defendant is entitled to all costs incurred in this matter pursuant to NRS §18.020(3),
13 and should be awarded reasonable attorney's fees in accordance with NRS §18.010. Here,
14 NRS 18.020(3) dictates that Defendant should be permitted to recover its costs, as it
15 provides, in pertinent part that costs, "must be allowed of course to the prevailing party
16 against any adverse party against whom judgment is rendered, in the following cases...[I]n
17 an action for the recovery of money or damages, where the plaintiff seeks to recover more
18 than \$2,500." Therefore, as the prevailing party herein, Defendant is entitled to costs
19 pursuant to NRS §18.020.
20

21 NRS §18.005 defines costs as follows:

- 22
- 23 1. Clerks' fees.
 - 24 2. Reporters' fees for depositions, including a reporter's fee for one
25 copy of each deposition.
 - 26 3. Jurors' fees and expenses, together with reasonable compensation
27 of an officer appointed to act in accordance with NRS 16.120.
 - 28 4. Fees for witnesses at trial, pretrial hearings and deposing witnesses,
unless the court finds that the witness was called at the instance of the
prevailing party without reason or necessity.
 5. Reasonable fees of not more than five expert witnesses in an amount of
not more than \$1,500 for each witness, unless the court allows a larger fee
after determining that the circumstances surrounding the expert's



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- 1 testimony were of such necessity as to require the larger fee.
- 2 6. Reasonable fees of necessary interpreters.
- 3 7. The fee of any sheriff or licensed process server for the delivery or service
- 4 of any summons or subpoena used in the action, unless the court
- 5 determines that the service was not necessary.
- 6 8. Compensation for the official reporter or reporter pro tempore.
- 7 9. Reasonable costs for any bond or undertaking required as part of the
- 8 action.
- 9 10. Fees of a court bailiff or deputy marshal who was required to work
- 10 overtime.
- 11 11. Reasonable costs for telecopies.
- 12 12. Reasonable costs for photocopies.
- 13 13. Reasonable costs for long distance telephone calls.
- 14 14. Reasonable costs for postage.
- 15 15. Reasonable costs for travel and lodging incurred taking depositions and
- 16 conducting discovery.
- 17 16. Fees charged pursuant to NRS 19.0335.
- 18 17. Any other reasonable and necessary expense incurred in connection with
- 19 the action, including reasonable and necessary expenses for
- 20 computerized services for legal research.

21 Attached hereto is the Supplemental Verified Cost Memorandum, and

22 documentation evidencing the reasonable and necessary costs incurred in this matter. *See*

23 **Exhibit 2**, attached hereto. As is evidenced through the Supplemental Verified

24 Memorandum and the documentation provided, Defendant incurred reasonable costs which

25 all fall within the acceptable costs allowed to a prevailing party, and encompassed within

26 NRS 18.005 (1-17).

27 **2. Defendant should be Permitted more than \$1,500.00 in Expert Fees.**

28 Additionally, the Court should award more than the statutorily delineated amount of

\$1,500.00 per expert for Defendant. The statute clearly states that an amount \$1,500 for each

expert witness is appropriate, "unless the court allows a larger fee after determining that the

circumstances surrounding the expert's testimony were of such necessity as to require the

larger fee." NRS 18.005 (5). Defendant is seeking \$3,326.51 in its expert fees, which is



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1 reasonable in light of the extensive nature of the reports and investigation and the overall
2 importance of experts in this matter.

3 In particular, and addressed in Plaintiff's Motion to Retax and Settle Costs is
4 Plaintiff's objection to the Court authorizing over \$1,500.00 in costs for Defendant's expert
5 witness. The Nevada Court of Appeals stated
6

7 In evaluating requests for such awards, district courts should consider the
8 importance of the expert's testimony to the party's case; the degree to which
9 the expert's opinion aided the trier of fact in deciding the case; whether the
10 expert's reports or testimony were repetitive of other expert witnesses; the
11 extent and nature of the work performed by the expert; whether the expert
12 had to conduct independent investigations or testing; the amount of time
13 the expert spent in court, preparing a report, and preparing for trial; the
14 expert's area of expertise; the expert's education and training; the fee
15 actually charged to the party who retained the expert; the fees traditionally
16 charged by the expert on related matters; comparable experts' fees charged
17 in similar cases; and, if an expert is retained from outside the area where
18 the trial is held, the fees and costs that would have been incurred to
19 hire a comparable expert where the trial was held.

20 *Frazier v. Drake*, 357 P.3d 365, 377-378, 2015 Nev. App. LEXIS 12, *36-
21 37, 131 Nev. Adv. Rep. 64.

22 Here, Defendant's expert, Thomas Lepper's ("Mr. Lepper") inspection and opinion
23 regarding that state of the Vehicle was of utmost importance, as the crux of Plaintiff's
24 claims were purported deceptive, false, and/or misleading statements about the subject
25 Vehicle's condition. The findings of Mr. Lepper were essential in Defendant adopting and
26 maintaining its position in defending against Plaintiff's numerous claims. As such, Mr.
27 Lepper was extremely important to Defendant's continued position and pursuit of summary
28 judgment. Mr. Lepper was the sole expert retained by the Defendant and his opinions,
whether cited to within Defendant's motion for summary judgment or not, were
instrumental in pursuing a good faith course of action and defense. Mr. Lepper had to



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1 conduct an independent investigation, and traveled here from California to do so. During
2 his investigation, he inspected and photographed the Vehicle, and took measurements to
3 compare them to manufacturing tolerances. See Defendant's expert's CV attached hereto,
4 as **Exhibit 3**.

5
6 After Plaintiff's initial disclosure, Mr. Lepper also prepared a rebuttal report in
7 response to the opinions of Plaintiff's expert. Defendant's expert charges a reasonable rate,
8 at \$250.00 per hour for investigation. *Id.* Mr. Lepper also has multiple decades of
9 experience, and extensive education and certifications with respect to vehicle inspection. *Id.*

10
11 Here, Defendant was initially forced to retain an expert to not only inspect the
12 subject Vehicle but to analyze the vague allegations regarding the Vehicle set forth by
13 Plaintiff's Complaint and First Amended Complaint, which alleged vague issues with the
14 subject Vehicle. As such, based on factors set forth by the Nevada Court of Appeals,
15 increased costs for Defendant's expert beyond the \$1,500.00, in the amount of \$3,326.51
16 was necessarily incurred and is reasonable.

17
18 **3. Defendant should be the remainder of it Necessary and Reasonable Actual
Costs.**

19
20 Defendant incurred the remainder of its costs during the short but extensive litigation
21 of this matter. As evidenced in the Amended Supplemental Verified Cost Memorandum,
22 the legal research occurred in preparing objections to discovery during the month of July,
23 and also in the month of September in order to prepare for the filing of Defendant's motion
24 for summary judgment, along with additional research in October and November to reply to
25 Plaintiff's substantial opposition to motion for summary judgment. Again, Plaintiff cited to a
26 multitude of cases from a variety of jurisdictions throughout his Opposition to Defendant's
27 Motion for Summary Judgment.
28



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1 Due to having to prepare for trial, Defendant was forced to try to track down
2 additional witnesses which were needed as primary and also possibly rebuttal witnesses in
3 this matter, such as Ray Gongora, a former employee and Dale Hinton, the Vehicle's
4 original owner. As with all litigation, Defendant incurred actual and necessary "Filing
5 Fees" which it incurred in filing documents with the Court. These filings fees were both
6 reasonable and necessary in submitting the filings to preserve Defendant's defense and
7 interests in this matter. Defendant was forced to obtain multiple expedited transcripts of the
8 witnesses (except for Plaintiff), and Plaintiff's expert Rocco Avellini due to the timing of
9 the dispositive motion date respective to the timing of taking the expert's deposition, which
10 occurred after the close of discovery at the agreement of the Parties in order to attempt
11 settlement negotiations. These deposition transcripts and court reporter fees total actual
12 reasonable and necessary costs incurred by Defendant in defending itself in this matter.
13

14
15 Lastly, Plaintiff's Expert charged \$350.00 an hour for appearing at deposition. This
16 deposition was particularly lengthy because of Plaintiff's expert's rambling answers and the
17 fact that his speculative opinion served as the basis for Plaintiff's allegations and were
18 purportedly the crux of Plaintiff's claims. As such fees in excess of \$1,500.00 for Plaintiff's
19 expert are also reasonable and should be permitted. Accordingly, Defendant incurred
20 \$11,229.33 in actual necessary costs in this matter.
21

22 IV. CONCLUSION

23 Defendant respectfully requests that this Court award Defendant an additional
24 \$211,982.50 for 554.7 hours of work in successfully prevailing against Plaintiff in his
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1 unreasonably sustained and baseless claims in this matter, and an additional \$11,229.33 in
2 costs.

3 DATED this 19th day of December, 2017.

4 **MORAN BRANDON BENDAVID MORAN**

5
6
7 /s/ Jeffery A. Bendavid, Esq.

8 **JEFFERY A. BENDAVID, ESQ.**

9 Nevada Bar No. 6220

10 **STEPHANIE J. SMITH, ESQ.**

11 Nevada Bar No. 11280

12 630 South Fourth Street

13 Las Vegas, NV 89101

14 *Attorneys for Defendant*



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1 **JEFFERY A. BENDAVID, ESQ.**
Nevada Bar No. 6220
2 **STEPHANIE J. SMITH, ESQ.**
Nevada Bar No. 11280
3 **MORAN BRANDON BENDAVID MORAN**
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6 j.bendavid@moranlawfirm.com
s.smith@moranlawfirm.com
7 *Attorney for Defendants, Nevada Auto*
8 *Dealership Investments LLC d/b/a Sahara*
Chrysler and Corepointe Insurance Co.

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**
11

12 DERRICK POOLE,

13 Plaintiff,

14 v.

15 NEVADA AUTO DEALERSHIP
16 INVESTMENTS LLC, a Nevada Limited
17 Liability Company d/b/a SAHARA
18 CHRYSLER; JEEP, DODGE, WELLS
19 FARGO DEALER SERVICES INC.,
COREPOINTE INSURANCE
20 COMPANY; and DOES 1 through 100,
Inclusive,

21 Defendant.
22
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Case No.: A-16-737120-C
Dept. No.: XXVII

**DECLARATION OF JEFFERY A.
BENDAVID IN SUPPORT OF
DEFENDANT'S MOTION FOR
ATTORNEYS' FEES AND COSTS**



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1 I, JEFFERY A. BENDAVID, ESQ., declare under penalty of perjury that the matters
2 set forth herein are true to the best of my knowledge, and as to the facts which are stated
3 upon information and belief, I believe them to be true:

4
5 1. I am a partner at the law firm of MORAN BRANDON BENDAVID
6 MORAN, counsel of record for the Defendant, NEVADA AUTO DEALERSHIP
7 INVESTMENTS LLC, a Nevada Limited Liability Company d/b/a SAHARA CHRYSLER;
8 JEEP, DODGE ("Defendant" and collectively with Plaintiff, the "Parties") in the above-
9 captioned lawsuit and I have personal knowledge of the facts set forth in this declaration. I
10 can and would competently testify as to the facts represented herein, if and/or when I am
11 called upon to do so.
12

13 2. The Parties agreed in approximately August and September, 2017 to briefly
14 stand down from engaging in discovery, and to postpone depositions for both sides. The
15 Parties then engaged in multiple email and telephone conversations in an attempt to settle
16 this matter without engaging in further litigation. From September to October, 2017,
17 Defendant continued to increase its offers which involved payment of monies to both
18 Plaintiff and to Plaintiff's counsel for "attorneys' fees" he purportedly incurred. On or about
19 October 5, 2017, after Defendant's last settlement offer was rejected, it became clear that
20 Plaintiff's counsel was utilizing his attorneys' fees and costs as a means to frustrate final
21 settlement of this matter. As such, it was then reasonable to attempt an offer of judgment in
22 an amount that was much higher than all previous settlement amounts offered, and which
23 would have covered all of Plaintiff's outstanding balance on the vehicle, litigation costs, and
24 a substantial amount of attorneys' fees. Although Defendant did not want to settle for such
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1 an amount, the other was made as a business decision, as it would have cost much more to
2 continue with litigation.

3 3. Defendant served an Offer of Judgment on Plaintiff on October 5, 2017. The
4 Plaintiff never responded to the Offer of Judgment, thereby failing to accept it, thus
5 necessitating additional vigorous litigation of this matter.
6

7 4. In litigating this matter, I billed Defendant's work between myself, two
8 associate attorneys, and a support staff member. All of the attorneys and the support staff
9 members kept contemporaneous time records containing detailed descriptions of the various
10 tasks they performed and the collective amount of time they spent performing them. The
11 time records were routinely entered into a computerized system maintained by the
12 accounting department at Moran Brandon Bendavid Moran. Each month, as the partner in
13 charge of this matter, I would review the preliminary billing report from the accounting
14 department that combined the contemporaneous time records kept by the attorneys, and
15 legal support staff who billed time to the case during that month. While carefully reviewing
16 the bills, I verified the accuracy, appropriateness, and fairness of the bills. The accounting
17 department would then enter my revisions into the accounting system and generate monthly
18 invoices that were sent to Plaintiff.
19
20

21 5. Defendant seeks to recover attorneys' fees in the amount of \$211,982.50.
22 This amount is based off of the total hours spent by myself, Jeffery Bendavid, of an amount
23 of 216 hours at \$450.00 per hour. Furthermore, this amount reflects 6.8 hours worked by
24 Adam Davis, Esq. and 310.4 hours worked by Stephanie J. Smith, Esq., both at \$350.00 per
25 hour, and 21.5 hours worked by Jeff Cranston at \$175.00 per hour. All of these hours were
26 spent in analysis, motion work, and overall litigating of this matter to the present state and
27
28



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1 preparing the various pleadings before the Court. Defendant has also incurred an additional
2 \$11, 229.33, in costs in relation with this matter. *See Supplemental Verified Memorandum of*
3 *Costs.*

4 6. The above billing rates charged by Moran Brandon Bendavid Moran for this
5 litigation are consistent with the rates Moran Brandon Bendavid Moran customarily charges
6 to its clients for this type of matter. Moran Brandon Bendavid Moran typically bills for its
7 services on the basis of the overall value of the service rendered, taking into account various
8 factors as specified in Rule 1.5 of the ABA's Model Rules of Professional Conduct. These
9 factors are used to establish a guideline hourly rate for each lawyer. These guideline rates
10 are reviewed from time to time, and ordinarily are adjusted upward annually to reflect the
11 seniority of the lawyer providing the service. While our billing for each matter is based on a
12 number of case-specific factors, we normally use hourly guideline rates as a starting point.

13 7. The following are descriptions of the backgrounds and experience of the
14 Moran Brandon Bendavid Moran attorneys who spent time on this case:

15 a. I am a partner of the law firm Moran Brandon Bendavid Moran in
16 Las Vegas, Nevada. I have 20 years of experience and have worked on a broad range of
17 matters including business litigation and transactions, contract, class action, real estate, and
18 local government regulation matters. I received my J.D. from California Western School of
19 Law in 1996. My billing rate for Defendant in this matter was reduced from \$600.00 to,
20 \$450.00. The requested fees reflect this rate.

21 b. Stephanie Smith is an associate at Moran Brandon Bendavid Moran,
22 and was the main associate assigned to this matter under my supervision. She has worked on
23 a broad range of litigation and administrative cases, focusing on business/commercial
24



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1 litigation, insurance defense, employment matter, and other litigation matters. She received
2 her J.D. from the University of Arizona's James E. Rogers School of Law in 2008. Ms.
3 Smith billed Defendant for work done in this matter at a rate of \$350.00 per hour.

4
5 c. Adam Davis is an associate at Moran Brandon Bendavid Moran. He
6 has worked on a broad range of litigation cases, including insurance defense, complex
7 litigation, civil litigation, commercial law and administrative law matters. Mr. Davis
8 received his J.D. from Drake University School of Law in 2001. Mr. Davis billed Defendant
9 for work done in this matter at a rate of \$350.00 per hour. The requested fees reflect this
10 rate.

11
12 e. Jeffrey Cranston is a supporting law clerk at Moran Brandon
13 Bendavid Moran. He has assisted me with a broad range of cases including business
14 litigation and transactions, contract, class action, real estate, and local government
15 regulation matters. He received his J.D. from University of Cincinnati in 2001. Mr.
16 Cranston billed Defendant for work done in this matter at a rate of \$175.00 per hour.

17
18 8. I believe the fees charged in this matter are reasonable and consistent with
19 those charged by other law firms of comparable skill, reputation and experience. I base this
20 conclusion on my experience, discussions with my colleagues, and the fee information from
21 cited cases discussed above in Defendant's motion.

22
23 9. In preparing this motion, I reviewed each of the invoices sent to Defendant.
24 The attorneys' fees claimed in the motion are taken directly from those invoices and
25 represent the amount actually billed to Defendant in this case.

26
27 10. To the best of my knowledge, the total attorneys' fees requested in
28 Defendant's motion are correct, reasonable and necessary.



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1 11. The issues in this case required lawyers of exceptional skill due to the
2 magnitude of the claims and the allegations made therein, along with experienced opposing
3 counsel.

4 DATED this 19 day of December, 2017.

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6 
7 _____
8 JEFFERY A. BENDAUID, ESQ.
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Exhibit “1”

1 **OOJ**

2 **JEFFERY A. BENDAVID, ESQ.**

3 Nevada Bar No. 6220

4 **STEPHANIE J. SMITH, ESQ.**

5 Nevada Bar No. 11280

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12 *Attorney for Defendants, Nevada Auto*

13 *Dealership Investments LLC d/b/a Sahara*

14 *Chrysler and Corepointe Insurance Co.*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 **DERRICK POOLE,**

18 Plaintiff,

19 v.

Case No.: A-16-737120-C

Dept. No.: XXVII

OFFER OF JUDGMENT

20 NEVADA AUTO DEALERSHIP
21 INVESTMENTS LLC, a Nevada Limited
22 Liability Company d/b/a SAHARA
23 CHRYSLER; JEEP, DODGE, WELLS
24 FARGO DEALER SERVICES INC.,
25 COREPOINTE INSURANCE COMPANY;
26 and DOES 1 through 100, Inclusive,

27 Defendant.

28 Pursuant to Rule 68 of the Nevada Rules of Civil Procedure and NRS §17.115,
Defendant, NEVADA AUTO DEALERSHIP INVESTMENTS d/b/a SAHARA
CHRYLSEER JEEP DODGE RAM hereby offers to allow judgment to be taken against it in
this action in the amount of FORTY FIVE THOUSAND DOLLARS (\$45,000.00).
It is intended that this Offer of Judgment be in the maximum amount of \$45,000.00



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1 inclusive of Attorney's fees and costs, and is not to be augmented by further costs,
2 attorney's fees, pre-judgment interest, or any other expense (See *Fleisher v. August*, 103
3 Nev. 742, 737 P.2d 518 (1987). This Offer of Judgment is made for the purposes specified
4 in Rule 68 and NRS §17.115, and is not to be construed either as an admission that
5 Defendants are liable in this action, or that the Plaintiff has suffered damages.
6

7 DATED this 5th day of October, 2017.

8 MORAN BRANDON BENDAVID MORAN

9
10 /s/ Jeffery A. Bendavid,

11 JEFFERY A. BENDAVID, ESQ.

12 Nevada Bar No. 6220

13 STEPHANIE J. SMITH, ESQ.

14 Nevada Bar No. 11280

15 630 South 4th Street

16 Las Vegas, Nevada 89101

17 (702) 384-8424

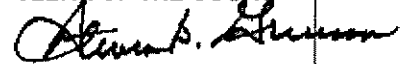
18 Attorneys for Defendant, *Nevada Auto Dealership*
19 *Investments and Corepointe Insurance*
20
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27
28



MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

630 SOUTH 4TH STREET
LAS VEGAS, NEVADA 89101
PHONE: (702) 384-8424
FAX: (702) 384-6568

Exhibit “2”



MEMO

JEFFERY A. BENDAVID, ESQ.

Nevada Bar No. 6220

STEPHANIE J. SMITH, ESQ.

Nevada Bar No. 11280

MORAN BRANDON BENDAVID MORAN

630 South 4th Street

Las Vegas, Nevada 89101

(702) 384-8424

j.bendavid@moranlawfirm.com

s.smith@moranlawfirm.com

Attorney for Defendants, Nevada Auto

Dealership Investments LLC d/b/a Sahara

Chrysler and Corepointe Insurance Co.

DISTRICT COURT

CLARK COUNTY, NEVADA

DERRICK POOLE,

Plaintiff,

v.

NEVADA AUTO DEALERSHIP
INVESTMENTS LLC, a Nevada Limited
Liability Company d/b/a SAHARA
CHRYSLER; JEEP, DODGE, WELLS
FARGO DEALER SERVICES INC.,
COREPOINTE INSURANCE
COMPANY; and DOES 1 through 100,
Inclusive,

Defendant.

Case No.: A-16-737120-C

Dept. No.: XXVII

SUPPLEMENTAL VERIFIED
MEMORANDUM OF COSTS

Pursuant to the provisions of NRS §18.005 and NRS §18.110, Defendants,
NEVADA AUTO DEALERSHIP INVESTMENTS LLC, a Nevada Limited Liability
Company d/b/a SAHARA CHRYSLER, JEEP, DODGE, RAM and COREPOINTE



MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

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FAX: (702) 384-6568

1 INSURANCE COMPANY by and through their attorneys, JEFFERY A. BENDAVID,
2 ESQ., and STEPHANIE J. SMITH, ESQ. claims the following verified costs:

3 Legal research costs:	\$ 612.70
4 Process Server Fee:	\$ 175.00
5 Filing Fees:	\$ 286.50
6 Photocopy Charges:	\$1.76
7 Postage:	\$6.46
8 Deposition Transcripts and	
9 Court Reporter Fees:	\$ 5,000.40
10 Plaintiff's Expert's Fee for Deposition:	\$1,820.00
11 Expert Fees for Defendant:	\$3,326.51
12 TOTAL COSTS:	\$11,229.33

13
14
15 NRS 18.020(3) mandates an award of costs to any "prevailing party against any
16 adverse party against whom judgment is rendered" in certain cases , including an action for
17 the recovery of money or damages where the Plaintiff seeks to recover more than \$2,500.

18
19 DATED this 19th day of December, 2017.

20 **MORAN BRANDON BENDAVID MORAN**

21
22 /s/ Jeffery A. Bendavid Esq.
23 **JEFFERY A. BENDAVID, ESQ.**

Nevada Bar No. 6220

24 **STEPHANIE J. SMITH, ESQ.**

Nevada Bar No. 11280

25 630 South Fourth Street

26 Las Vegas, NV 89101

Attorneys for Defendants

27 *Nevada Auto Dealership Investments LLC d/b/a*
28 *Sahara Chrysler and Corepointe Insurance Co.*



MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

630 SOUTH 4TH STREET
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1
2 **DECLARATION OF JEFFERY A. BENDAVID, ESQ.**

3 COUNTY OF CLARK)
4) ss:
5 STATE OF NEVADA)

6 I, JEFFERY A. BENDAVID, ESQ., as an attorney for Defendants, NEVADA
7 AUTO DEALERSHIP INVESTMENTS, LLC and COREPOINTE INSURANCE hereby
8 state under oath that to the best of my knowledge and belief the costs in the above Verified
9 Cost Memorandum are correct, and that the costs have been necessarily incurred in this
10 action. Attached hereto as **Exhibit 1-** is a summary of the costs incurred in this matter.

11 1. Attached hereto, as **Exhibit 2**, is a true and correct copy of the billing from Lexis
12 Nexis (redacted) showing the actual reasonable and necessary costs for legal research which
13 were incurred by Defendant, in the amount of \$357.72. This legal research occurred in
14 preparing objections to discovery during the month of July, and also in the month of
15 September in order to prepare for the filing of Defendant's motion for summary judgment,
16 along with additional research in October to reply to Plaintiff's substantial opposition to
17 motion for summary judgment. This amount is particularly reasonable for legal research in
18 light of the multitude of cases from various jurisdictions cited by Plaintiff. Defendant also
19 added \$254.98 in costs for legal research for research performed in November, because
20 Defendant had not yet received the invoice for the legal research fees it had incurred in
21 November at the time of filing the original Verified Cost Memorandum. Defendant had to
22 perform additional necessary and reasonable research to prepare its reply brief Plaintiff's
23 Opposition to its Motion for Summary Judgment and other replies to pleadings to strike
24 Plaintiff's documents. As such, Defendant incurred actual and necessary reasonable costs in
25 the amount of \$612.70 in legal research expenses in defending against Plaintiff's claims.
26
27
28



MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

630 SOUTH 4TH STREET
LAS VEGAS, NEVADA 89101
PHONE: (702) 384-8424
FAX: (702) 384-6568

1 2. Attached hereto, as **Exhibit 3**, is a true and correct copy of invoices from
2 Lawyers Process Service, in their attempt to locate and serve witnesses Dale Hinton and
3 Ray Gongora, which reflect the actual costs incurred by Defendant in the amount of
4 \$175.00.
5

6 3. “Filing Fees” refer to filing fees that Defendant incurred in filing documents
7 with the Court. These filings fees were both reasonable and necessary in submitting the
8 filings to preserve Defendant’s defense and interests in this matter. The Clerk Costs are
9 tracked independently by the Court filing system, and the costs are automatically attached to
10 the filing. Attached hereto, as **Exhibit 4**, are true and correct copies of print-outs from the
11 Court’s filing system reflecting filing fees in the actual amount of \$286.50.
12

13 4. Attached hereto, as **Exhibit 5**, are true and correct copies of invoices from
14 Western Reporting and Huebner Court Reporting reflecting the necessary and reasonable
15 costs for Deposition Transcripts and Court Reporter Fees for the depositions reasonably
16 taken and necessary in this matter. Defendant was forced to obtain expedited transcripts of
17 the witnesses (except for Plaintiff), and Plaintiff’s expert Rocco Avellini due to the timing
18 of the dispositive motion date respective to the timing of taking the expert’s deposition,
19 which occurred after the close of discovery at the agreement of the Parties in order to
20 attempt settlement negotiations. These deposition transcripts and court reporter fees total
21 actual reasonable and necessary costs incurred by Defendant in the amount of \$3,035.55 for
22 the deposition transcript of Rocco Avellini, \$745.65 for the deposition of the Plaintiff,
23 Derrick Poole, \$414.20 for a copy of the deposition of Noah Grant which was taken by
24 Plaintiff’s counsel, and a \$796.00 for the deposition of Travis Spruell, also taken by
25 Plaintiff’s counsel, totaling costs in the amount of \$5,000.40.
26
27
28



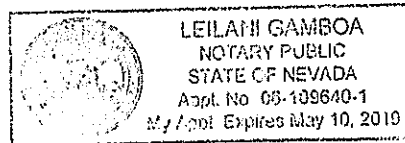
MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

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FAX: (702) 384-6568

6. Attached hereto, as **Exhibit 7**, is a true and correct copy of invoices from Defendant's expert Thomas Lepper for preparing his initial report and supplemental report, reflecting actual costs incurred for his fees in the amount of \$3,326.51.

JEFFERY A. BENDAVID, ESQ.

NOTARY PUBLIC of and for said
County and State.



JOINT APPENDIX 907

Exhibit “1”

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 24 Lexis/ Nexis							
12386.005	07/31/2017	4	A	24		29.44 Lexis/ Nexis Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	09/30/2017	4	A	24		142.17 Lexis/ Nexis Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	09/30/2017	4	A	24		144.89 Lexis/ Nexis Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/31/2017	4	A	24		41.22 Lexis/ Nexis Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
Total for Tcode 24					Billable	357.72 Lexis/Nexis	
Tcode 30 Lawyers Process Service							
12386.005	08/25/2017	4	A	30		125.00 Lawyers Process Service Invoice # 43701 Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	11/14/2017	4	A	30		50.00 Lawyers Process Service Invoice # 43868 Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
Total for Tcode 30					Billable	175.00 Lawyers Process Service	
Tcode 33 Clark County Clerk							
12386.005	08/16/2017	4	A	33		3.50 Clark County Clerk 1366034 Answer to First Amended Complaint (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	09/11/2017	4	A	33		3.50 Clark County Clerk 147788 Motion for Protective Order on Order Shortening Time (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	09/12/2017	4	A	33		3.50 Clark County Clerk 1483272 Certificate of Service (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	09/26/2017	4	A	33		3.50 Clark County Clerk 1545128 Opposition to Motion to Compel Unqualified Responses (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	09/29/2017	4	A	33		3.50 Clark County Clerk 1568583 Motion in Limine to Exclude Report (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/02/2017	4	A	33		209.50 Clark County Clerk 1573968 Motion for Summary Judgment (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/02/2017	4	A	33		3.50 Clark County Clerk 1574568 Motion in Limine No. 1 (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/02/2017	4	A	33		3.50 Clark County Clerk 1574706 Motion in Limine No. 2 (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/02/2017	4	A	33		3.50 Clark County Clerk 1574788 Motion in Limine No. 3 (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/02/2017	4	A	33		3.50 Clark County Clerk 1574839 Motion in Limine No. 4 (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/03/2017	4	A	33		3.50 Clark County Clerk 1579970 Motion to Continue Trial (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/12/2017	4	A	33		3.50 Clark County Clerk 1625139 Trial Subpoena (mlf)	ARCH

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 33 Clark County Clerk							
12386.005	10/13/2017	4	A	33	3.50	Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole Clark County Clerk 1631171 Limited Opposition to Motion to Continue Trial (mlf)	ARCH
12386.005	10/25/2017	4	A	33	3.50	Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole Clark County Clerk 1682253 Notice of Non Opposition to Motion in Limine (mlf)	ARCH
12386.005	10/25/2017	4	A	33	3.50	Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole Clark County Clerk 1682578 Notice of Non Opposition to Motion in Limine No 1. (mlf)	ARCH
12386.005	10/25/2017	4	A	33	3.50	Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole Clark County Clerk 1682603 Notice of Non Opposition to Motion in Limine No. 2 (mlf)	ARCH
12386.005	10/25/2017	4	A	33	3.50	Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole Clark County Clerk 1682623 Notice of Non Opposition to Motion in Limine No. 3 (mlf)	ARCH
12386.005	10/25/2017	4	A	33	3.50	Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole Clark County Clerk 1682644 Notice of Non Opposition to Motion in Limine No. 4 (mlf)	ARCH
12386.005	11/02/2017	4	A	33	3.50	Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole Clark County Clerk 1713770 Opposition to Ex Parte Application (mlf)	ARCH
12386.005	11/02/2017	4	A	33	3.50	Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole Clark County Clerk 1715459 Response to Objection to Notices of Non Opposition(mlf)	ARCH
12386.005	11/03/2017	4	A	33	3.50	Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole Clark County Clerk 1719732 Reply in Support of Motion for Summary Judgment (mlf)	ARCH
12386.005	11/03/2017	4	A	33	3.50	Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole Clark County Clerk 1720351 Motion to Strike Declaration of Rocco Avellini (mlf)	ARCH
12386.005	11/03/2017	4	A	33	3.50	Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole Clark County Clerk 1720396 Motion to Strike Fugitive Documents (mlf)	ARCH
Total for Tcode 33					Billable	286.50	Clark County Clerk
Tcode 51 Photocopy charges							
12386.005	06/14/2017	4	A	51	0.220	1.32 Photocopy charges Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/31/2017	4	A	51	0.220	0.44 Photocopy charges Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
Total for Tcode 51					Billable	1.76	Photocopy charges
Tcode 53 Postage							
12386.005	10/31/2017	4	A	53	0.485	6.46 Postage Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
Total for Tcode 53					Billable	6.46	Postage
Tcode 56 (miscellaneous expense)							
12386.005	08/15/2017	4	A	56	350.00	Wreck Check Car Scan Centers Deposition of Expert - One Hour Initial Payment (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	08/23/2017	4	A	56	754.65	Western Reporting Services, Inc. Inv# 51944 Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 56 (miscellaneous expense)							
12386.005	09/25/2017	4	A	56		798.00 Huebner Court Reporting, Inc. Inv# 2259 Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	09/25/2017	4	A	56		414.20 Huebner Court Reporting, Inc. Inv# 2258 Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	09/25/2017	4	A	56		1,470.00 Wreck Check Car Scan Centers Inv# 3521 (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	09/25/2017	4	A	56		3,035.55 Western Reporting Services, Inc. Inv# 52025 Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	12/05/2017	4	A	56		1,482.00 Thomas Lepper Associates Inv# 1607R10-1 Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
Total for Tcode 56					Billable	8,302.40 (miscellaneous expense)	
GRAND TOTALS							
					Billable	9,129.84	

Exhibit “2”

Tcode	Client	Trans Date	Trmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 24 Lexis/ Nexis								
12386.005	07/31/2017	4	A	24		29.44	Lexis/ Nexis Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	09/30/2017	4	A	24		142.17	Lexis/ Nexis Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	09/30/2017	4	A	24		144.89	Lexis/ Nexis Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/31/2017	4	A	24		41.22	Lexis/ Nexis Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
Total for Tcode 24						Billable	357.72 Lexis/ Nexis	
Tcode 30 Lawyers Process Service								
12386.005	08/25/2017	4	A	30		125.00	Lawyers Process Service Invoice # 43701 Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	11/14/2017	4	A	30		50.00	Lawyers Process Service Invoice # 43868 Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
Total for Tcode 30						Billable	175.00 Lawyers Process Service	
Tcode 33 Clark County Clerk								
12386.005	08/16/2017	4	A	33		3.50	Clark County Clerk 1366034 Answer to First Amended Complaint (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	09/11/2017	4	A	33		3.50	Clark County Clerk 147789 Motion for Protective Order on Order Shortening Time (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	09/12/2017	4	A	33		3.50	Clark County Clerk 1483272 Certificate of Service (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	09/26/2017	4	A	33		3.50	Clark County Clerk 1545128 Opposition to Motion to Compel Unqualified Responses (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	09/29/2017	4	A	33		3.50	Clark County Clerk 1568583 Motion in Limine to Exclude Report (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/02/2017	4	A	33		209.50	Clark County Clerk 1573968 Motion for Summary Judgment (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/02/2017	4	A	33		3.50	Clark County Clerk 1574568 Motion in Limine No. 1 (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/02/2017	4	A	33		3.50	Clark County Clerk 1574706 Motion in Limine No. 2 (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/02/2017	4	A	33		3.50	Clark County Clerk 1574788 Motion in Limine No. 3 (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/02/2017	4	A	33		3.50	Clark County Clerk 1574839 Motion in Limine No. 4 (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/03/2017	4	A	33		3.50	Clark County Clerk 1579970 Motion to Continue Trial (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/12/2017	4	A	33		3.50	Clark County Clerk 1625139 Trial Subpoena (mlf)	ARCH

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 33 Clark County Clerk							
12386.005	10/13/2017	4	A	33	3.50	Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole Clark County Clerk 1631171 Limited Opposition to Motion to Continue Trial (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/25/2017	4	A	33	3.50	Clark County Clerk 1682253 Notice Non Opposition to Motion in Limine (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/25/2017	4	A	33	3.50	Clark County Clerk 1682578 Notice of Non Opposition to Motion in Limine No. 1. (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/25/2017	4	A	33	3.50	Clark County Clerk 1682603 Notice of Non Opposition to Motion in Limine No. 2 (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/25/2017	4	A	33	3.50	Clark County Clerk 1682623 Notice of Non Opposition to Motion in Limine No. 3 (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/25/2017	4	A	33	3.50	Clark County Clerk 1682644 Notice of Non Opposition to Motion in Limine No. 4 (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	11/02/2017	4	A	33	3.50	Clark County Clerk 1713770 Opposition to Ex Parte Application (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	11/02/2017	4	A	33	3.50	Clark County Clerk 1715459 Response to Objection to Notices of Non Opposition (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	11/03/2017	4	A	33	3.50	Clark County Clerk 1719732 Reply in Support of Motion for Summary Judgment (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	11/03/2017	4	A	33	3.50	Clark County Clerk 1720351 Motion to Strike Declaration of Rocco Avellini (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	11/03/2017	4	A	33	3.50	Clark County Clerk 1720396 Motion to Strike Fugitive Documents (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
Total for Tcode 33					Billable	286.50	Clark County Clerk
Tcode 51 Photocopy charges							
12386.005	06/14/2017	4	A	51	0.220	1.32 Photocopy charges Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	10/31/2017	4	A	51	0.220	0.44 Photocopy charges Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
Total for Tcode 51					Billable	1.76	Photocopy charges
Tcode 53 Postage							
12386.005	10/31/2017	4	A	53	0.485	6.46 Postage Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
Total for Tcode 53					Billable	6.46	Postage
Tcode 56 (miscellaneous expense)							
12386.005	08/15/2017	4	A	56	350.00	Wreck Check Car Scan Centers Deposition of Expert - One Hour Initial Payment (mlf) Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
12386.005	08/23/2017	4	A	56	754.65	Western Reporting Services, Inc. Inv# 51944 Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH

Date: 12/07/2017

Detail Cost Transaction File List
Moran Brandon Bendavid Moran

Page: 3

Tcode	Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Tcode 56 (miscellaneous expense)								
12386.005		09/25/2017	4	A	56		795.00 Huebner Court Reporting, Inc. Inv# 2258	ARCH
12386.005		09/25/2017	4	A	56		414.20 Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole Huebner Court Reporting, Inc. Inv# 2258	ARCH
12386.005		09/25/2017	4	A	56		1,470.00 Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole Wreck Check Car Scan Centers Inv# 3521 (mlr)	ARCH
12386.005		09/25/2017	4	A	56		3,035.55 Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole Western Reporting Services, Inc. Inv# 52025	ARCH
12386.005		12/05/2017	4	A	56		1,482.00 Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole Thomas Lepper Associates Inv# 1607R10-1 Sahara Chrysler (Poole) Sahara Chrysler Jeep Dodge adv. Derrick Poole	ARCH
Total for Tcode 56						Billable	8,302.40 (miscellaneous expense)	
						GRAND TOTALS		
						Billable	9,129.84	



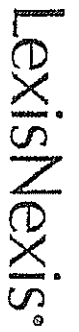
ACCOUNT NUMBER
107QKR

BILLING PERIOD 01-JUL-17 - 31-JUL-17

INVOICE TO:
MORAN LAW FIRM
LAS VEGAS NV 89101-6638

ITEMIZATION OF LEXISNEXIS & RELATED CHARGES
ACCOUNT SUMMARY BY CLIENT

CONTRACT USE			TRANSACTIONAL USE						
GROSS AMOUNT	ADJUSTMENT	NET AMOUNT	OVER THE CAP	OUTSIDE CONTRACT	TOTAL BEFORE TAX	TAX	TOTAL CHARGES		
\$7,609.50	(\$4,910.58)	\$2,698.92	\$0.00	\$0.00	\$2,698.92	\$0.00	\$2,698.92		

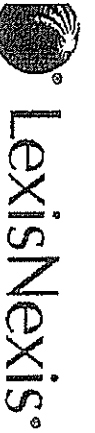


ACCOUNT NUMBER
107QKR

INVOICE TO:
MORAN LAW FIRM
LAS VEGAS NV 89101-6638

CLIENT

GROSS AMOUNT	CONTRACT USE ADJUSTMENT	NET AMOUNT	TRANSACTIONAL USE OVER THE CAP	OUTSIDE CONTRACT	TOTAL BEFORE TAX	TAX	TOTAL CHARGES
\$21,402.50	(\$18,703.58)	\$2,698.92	\$0.00	\$0.00	\$2,698.92	\$0.00	\$2,698.92



INVOICE NO:	INVOICE DATE
1710013680	31-OCT-17

ACCOUNT NUMBER
1070KR

BILLING PERIOD 01-OCT-17 - 31-OCT-17

INVOICE TO:
MORAN LAW FIRM
LAS VEGAS NV 89101-6638

ITEMIZATION OF LEXISNEXIS & RELATED CHARGES
ACCOUNT SUMMARY BY CLIENT

CLIENT

SAHARA CHRYSLER ADV. POOLE

4

GROSS AMOUNT	ADJUSTMENT	NET AMOUNT	TRANSACTIONAL USE		TOTAL BEFORE TAX	TAX	TOTAL CHARGES
			OVER THE CAP	OUTSIDE CONTRACT			
\$236.00	(\$194.78)	\$41.22 ✓	-	-	\$41.22	-	\$41.22
\$15,459.50	(\$12,760.58)	\$2,698.92	\$0.00	\$0.00	\$2,698.92	\$0.00	\$2,698.92



INVOICE NO: 1711013510
INVOICE DATE: 30-NOV-17

ACCOUNT NUMBER: 1070KR

BILLING PERIOD 01-NOV-17 - 30-NOV-17

INVOICE TO:
MORAN LAW FIRM
LAS VEGAS NV 89101-6638

ITEMIZATION OF LEXISNEXIS & RELATED CHARGES
ACCOUNT SUMMARY BY CLIENT

CONTRACT USE				TRANSACTIONAL USE		TOTAL	
GROSS AMOUNT	ADJUSTMENT	NET AMOUNT	OVER THE CAP	OUTSIDE CONTRACT	BEFORE TAX	TAX	TOTAL CHARGES
\$5,434,000 \$2,224,000.00 \$2,210,000 \$588,00 \$224,000 \$6,224,000	(\$333,022) (\$1,102,000) (\$1,100,000) (\$333,022) (\$122,000) (\$2,688,044)	\$5,100,978 \$2,122,000 \$1,110,000 \$254,98 \$102,000 \$8,719,958	- - - - - -	- - - - - \$102,000	\$5,100,978 \$2,122,000 \$1,110,000 \$254,98 \$102,000 \$8,719,958	- - - - - -	\$5,100,978 \$2,122,000 \$1,110,000 \$254,98 \$102,000 \$8,719,958
\$6,224.00	(\$3,525.08)	\$2,698.92	\$0.00	\$4.00	\$2,702.92	\$0.00	\$2,702.92

Exhibit “3”



Lawyers Process Service

P.O. Box 17234
Las Vegas, NV 89114
702.384.5866
State of Nevada License # 593

INVOICE # 43701

Date: 8/25/17

Case Number: A-16-737120

Client: JEFFERY BENDAVID, ESQ.

POOLE, vs NV AUTO DEALERSHIP INVESTMENTS, LLC

ATTEMPTED SERVICE & ATTEMPTED LOCATE ON DALE HINTON AT
1870 GRANEMORE ST., LAS VEGAS, NV

RUSH SERVICE

\$125.00

PAID IN FULL!

Thank you for the opportunity to be of service!

invoice due 5 days from receipt



Lawyers Process Service

P.O. Box 17234
Las Vegas, NV 89114
702.384.5866
State of Nevada License #593

INVOICE # 43868

Date: 11/14/17

Case Number: A-16-737120

Client: JEFFERY BENDAVID, ESQ.

POOLE, vs NV AUTO DEALERSHIP INVESTMENTS, LLC

ATTEMPTED SERVICE ON RAY GONGORA AT 331 ERIE AVE., LAS VEGAS, NV

NOTE: RETURNED DATE EXPIRED

\$50.00

Thank you for the opportunity to be of service!
Invoice due 5 days from receipt

Exhibit “4”

Envelope Information

Envelope Id
1366034Submitted Date
8/16/2017 5:06 PM PSTSubmitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27Category
CivilCase Type
Other TortCase Initiation Date
5/22/2016Case #
A-16-737120-CAssigned to Judge
Allf, Nancy

Filings

Filing Type
EFileAndServeFiling Code
Answer - ANS

Filing Description

Defendant Nevada Auto Dealership Investments
LLC dba Sahara Chrysler Jeep Dodge and
Corepointe Insurance Co's Answer to First
Amended Complaint

Filing on Behalf of

Nevada Auto Dealership Investments LLC

Filing Status
AcceptedAccepted Date
8/17/2017 9:29 AM PST

Lead Document

File Name
Answer to First Amended Complaint.pdf

Security

Download
Original File
Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	8/17/2017 10:29 AM PST
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	8/17/2017 1:40 PM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	Not Opened
Sent	Nathan Kanute	Snell & Wilmer	Yes	Not Opened
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	Not Opened
Sent	Jeff Bendavid .		Yes	Not Opened
Sent	Lara Taylor .		Yes	8/17/2017 9:35 AM PST

Status	Name	Firm	Served	Date Opened
Sent	Leilani Gamboa .		Yes	8/17/2017 9:30 AM PST
Sent	Nathan Knute .		Yes	8/17/2017 9:35 AM PST
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Answer - ANS

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	1896688
Filing Attorney	Jeffery Bendavid	Order Id	001366034-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1477789

Submitted Date
9/11/2017 4:50 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allf, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Motion - MOT

Filing Description
Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge's Motion for Protective Order on Order Shortening Time

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
9/12/2017 8:49 AM PST

Lead Document

File Name
Motion for Protective Order on OST.pdf

Security

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Original File
Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	9/20/2017 5:48 PM PST
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	9/12/2017 9:32 AM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	9/12/2017 8:58 AM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	9/12/2017 8:52 AM PST
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	Not Opened
Sent	Jeff Bendavid .		Yes	9/12/2017 2:51 PM PST
Sent	Leilani Gamboa .		Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Richard Gordon ,		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Motion - MOT

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2025052
Filing Attorney	Jeffery Bendavid	Order Id	001477789-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1483271

Submitted Date
9/12/2017 3:24 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allf, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Certificate of Service - CSERV

Filing Description
Certificate of Service

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
9/12/2017 3:27 PM PST

Lead Document

File Name
CERT of Mtn for Protective Order.pdf

Security

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eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	Not Opened
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	9/12/2017 3:43 PM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	9/12/2017 3:45 PM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	9/12/2017 3:31 PM PST
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	Not Opened
Sent	Jeff Bendavid .		Yes	Not Opened
Sent	Leilani Gamboa .		Yes	9/12/2017 3:27 PM PST
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Certificate of Service - CSERV

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2029831
Filing Attorney	Jeffery Bendavid	Order Id	001483271-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1545128

Submitted Date
9/26/2017 11:16 AM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allf, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Opposition - OPPS

Filing Description
Opposition to Plaintiff's Motion to Compel
Unqualified Responses to Certain Requests for
Admissions from Defendant on Order Shortening
Time

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
9/26/2017 3:39 PM PST

Lead Document

File Name
Opposition to Motion to Compel RFA.pdf

Security

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eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	Not Opened
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	Not Opened
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	9/26/2017 3:47 PM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	Not Opened
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	Not Opened
Sent	Jeff Bendavid .		Yes	Not Opened
Sent	Leilani Gamboa .		Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Opposition - OPPS

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2104109
Filing Attorney	Jeffery Bendavid	Order Id	001545128-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1568583Submitted Date
9/29/2017 4:55 PM PSTSubmitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27Category
CivilCase Type
Other TortCase Initiation Date
5/22/2016Case #
A-16-737120-CAssigned to Judge
Allf, Nancy

Filings

Filing Type
EFileAndServeFiling Code
Motion - MOTFiling Description
Motion in Limine to Exclude the Report, Testimony
and Opinions of Plaintiff Derrick Poole's Expert,
Rocco AvelliniFiling on Behalf of
Nevada Auto Dealership Investments LLCFiling Status
AcceptedAccepted Date
10/2/2017 8:19 AM PST

Lead Document

File Name
Mtn in Limine to Exclude the Report Testimony
and Opinions of Plaintiff Derrick Poole's Expert,
Rocco Avellini.pdfSecurity
Public Filed DocumentDownload
Original File
Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	10/2/2017 10:44 AM PST
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	10/2/2017 11:19 AM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	10/2/2017 9:07 AM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	10/3/2017 8:41 AM PST
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	Not Opened
Sent	Jeff Bendavid .		Yes	Not Opened
Sent	Leilani Gamboa .		Yes	10/2/2017 8:46 AM PST

Status	Name	Firm	Served	Date Opened
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Motion - MOT

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2127585
Filing Attorney	Jeffery Bendavid	Order Id	001568583-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1573968

Submitted Date
10/2/2017 3:30 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allif, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Motion for Summary Judgment - MSJD

Filing Description
Defendant's Nevada Auto Dealership Investments LLC's and Corepointe Insurance Company's Motion for Summary Judgment

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
10/2/2017 5:02 PM PST

Lead Document

File Name
MSJ 10.2.17.pdf

Security
Public Filed Document

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eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	10/7/2017 3:36 PM PST
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	10/18/2017 2:10 AM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	10/3/2017 8:26 AM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	10/3/2017 10:19 AM PST
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	10/2/2017 5:05 PM PST
Sent	Jeff Bendavid .		Yes	10/3/2017 10:38 AM PST
Sent	Leilani Gamboa .		Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Motion for Summary Judgment - MSJD

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	Nevada Auto Dealership Invest...	Transaction Amount	\$209.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2133358
Filing Attorney	Jeffery Bendavid	Order Id	001573968-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1574568

Submitted Date
10/2/2017 4:38 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allf, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Motion in Limine - MLIM

Filing Description
Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge Ram's Motion in Limine No.1 to Exclude any Reference, Discussion, Testimony or Other Evidence Offered by Witnesses Who Have Not Already Been Disclosed and Identified Prior to the Close of Discovery

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
10/3/2017 8:30 AM PST

Lead Document

File Name
Mtn in Limine No.1 Exclude Testimony of Witness Not Disclosed Before Close of Discovery.pdf

Security

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eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	Not Opened
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	10/7/2017 8:20 PM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	10/3/2017 8:48 AM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	10/3/2017 11:23 AM PST
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	10/3/2017 11:03 AM PST
Sent	Jeff Bendavid .		Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Leilani Gamboa .		Yes	10/4/2017 11:35 AM PST
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Motion in Limine - MLIM

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2134689
Filing Attorney	Jeffery Bendavid	Order Id	001574568-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1574706Submitted Date
10/2/2017 4:44 PM PSTSubmitted User Name
l.gamboa@morantlawfirm.com

Case Information

Location
Department 27Category
CivilCase Type
Other TortCase Initiation Date
5/22/2016Case #
A-16-737120-CAssigned to Judge
Allif, Nancy

Filings

Filing Type
EFileAndServeFiling Code
Motion in Limine - MLIM

Filing Description

Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge Ram's Motion in Limine No.2 to Exclude any Reference, Discussion, Testimony or Other Evidence of Plaintiff's Opinion(s) Regarding Frame Damage and/or the Appropriateness of Certification on the Subject Vehicle

Filing on Behalf of
Nevada Auto Dealership Investments LLCFiling Status
AcceptedAccepted Date
10/3/2017 8:22 AM PST

Lead Document

File Name
Mtn in Limine No.2 Exclude of Plaintiff's Opinion re Frame Damage and Cert of Subject Vehicle.pdf

Security
Public Filed Document

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eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	Not Opened
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	10/7/2017 8:05 PM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	10/3/2017 8:40 AM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	10/3/2017 11:23 AM PST
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	10/3/2017 10:59 AM PST

Status	Name	Firm	Served	Date Opened
Sent	Jeff Bendavid .		Yes	Not Opened
Sent	Leilani Gamboa .		Yes	10/4/2017 11:36 AM PST
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Motion in Limine - MLIM

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2134547
Filing Attorney	Jeffery Bendavid	Order Id	001574706-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1574788

Submitted Date
10/2/2017 4:50 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allif, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Motion in Limine - MLIM

Filing Description

Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge Ram's Motion in Limine No.3 to Exclude any Reference, Discussion, Testimony or Other Evidence of Plaintiff's Opinion(s) Regarding any Safety Issues on the Subject Vehicle

Filing on Behalf of

Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
10/3/2017 8:42 AM PST

Lead Document

File Name

Mtn in Limine No.3 Exclude of Plaintiff's Opinion
Re Safety Issues on Subject Vehicle.pdf

Security

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Original File
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eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	10/3/2017 11:03 AM PST
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	10/7/2017 8:21 PM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	10/3/2017 8:43 AM PST
Sent	Lara Taylor	Snell & Wilmer	Yes	10/3/2017 8:45 AM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	10/3/2017 11:23 AM PST
Sent	Docket Docket	Snell & Wilmer	Yes	10/3/2017 2:18 PM PST
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	Not Opened
Sent	Jeff Bendavid .		Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Leilani Gamboa ,		Yes	Not Opened
Sent	Richard Gordon ,		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Motion in Limine - MLIM

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2134844
Filing Attorney	Jeffery Bendavid	Order Id	001574788-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1574839

Submitted Date
10/2/2017 4:58 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allf, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Motion in Limine - MLIM

Filing Description
Defendant Nevada Auto Dealership Investments LLC dba Sahara Chrysler Jeep Dodge Ram's Motion in Limine No.4 to Exclude any Reference, Discussion, Testimony or Other Evidence of General Expectations of all Consumers

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
10/3/2017 8:24 AM PST

Lead Document

File Name
Mtn in Limine No.4 Exclude Any Other Evidence re Expectations of All Consumers.pdf

Security
Public Filed Document

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Original File
Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	Not Opened
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	10/7/2017 8:17 PM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	10/3/2017 8:44 AM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	10/3/2017 11:23 AM PST
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	10/3/2017 11:02 AM PST
Sent	Jeff Bendavid .		Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Leilani Gamboa .		Yes	10/4/2017 11:36 AM PST
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Motion in Limine - MLIM

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2134591
Filing Attorney	Jeffery Bendavid	Order Id	001574839-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1579970

Submitted Date
10/3/2017 2:44 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allf, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Motion - MOT

Filing Description
Defendant Nevada Auto Dealership Investments
LLC dba Sahara Chrysler Jeep Dodge Ram's
Motion to Continue Trial on Order Shortening Time

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
10/3/2017 4:21 PM PST

Lead Document

File Name
Mtn to Continue Trial on OST Signed 10.3.17.pdf

Security

Download
Original File
Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	10/16/2017 8:39 AM PST
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	Not Opened
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	10/3/2017 4:36 PM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	10/3/2017 4:40 PM PST
Sent	Docket Docket	Snell & Wilmer	Yes	10/5/2017 2:08 PM PST
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	Not Opened
Sent	Jeff Bendavid .		Yes	Not Opened
Sent	Leilani Gamboa .		Yes	10/4/2017 10:08 AM PST

Status	Name	Firm	Served	Date Opened
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Motion - MOT

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2140723
Filing Attorney	Jeffery Bendavid	Order Id	001579970-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1625139

Submitted Date
10/12/2017 5:18 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allf, Nancy

Filings

Filing Type
EFile

Filing Code
Subpoena Electronically Issued - SUBI

Filing Description
Trial Subpoena

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
10/13/2017 7:27 AM PST

Lead Document

File Name
Trial Subpoena Ray Gongora.pdf

Security

Download
Original File
Court Copy

Fees

Subpoena Electronically Issued - SUBI

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2189908
Filing Attorney	Jeffery Bendavid	Order Id	001625139-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1631171

Submitted Date
10/13/2017 4:44 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allf, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Opposition - OPPS

Filing Description
Defendant Nevada Auto Dealership Investments
LLC dba Sahara Chrysler Jeep Dodge Ram's
Limited Opposition to Plaintiff's Motion to Continue
Trial

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
10/13/2017 4:48 PM PST

Lead Document

File Name
Limited Opp to Plaintiffs Mtn to Continue Trial
Date.pdf

Security

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Original File
Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	Not Opened
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	10/13/2017 8:40 PM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	10/13/2017 4:49 PM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	Not Opened
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	10/13/2017 5:07 PM PST
Sent	Jeff Bendavid .		Yes	Not Opened
Sent	Leilani Gamboa .		Yes	10/16/2017 4:40 PM PST

Status	Name	Firm	Served	Date Opened
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Opposition - OPPS

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2196516
Filing Attorney	Jeffery Bendavid	Order Id	001631171-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1682253

Submitted Date
10/25/2017 4:24 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allf, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Notice - NOTC

Filing Description
Notice of Non Opposition to Motion in Limine to
Exclude the Report, Testimony and Opinions of
Plaintiff Derrick Poole's Expert Rocco Avellini

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
10/26/2017 8:43 AM PST

Lead Document

File Name
Ntc of Non Opposition re Expert.pdf

Security

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Original File
Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	Not Opened
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	10/26/2017 1:41 PM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	10/26/2017 12:35 PM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	Not Opened
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	Not Opened
Sent	Jeff Bendavid .		Yes	Not Opened
Sent	Leilani Gamboa .		Yes	10/26/2017 10:07 AM PST

Status	Name	Firm	Served	Date Opened
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Notice - NOTC

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2257733
Filing Attorney	Jeffery Bendavid	Order Id	001682253-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1682578

Submitted Date
10/25/2017 4:52 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allif, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Notice - NOTC

Filing Description
NOTICE OF NON OPPOSITION TO DEFENDANT
NEVADA AUTO DEALERSHIP INVESTMENTS LLC
D/B/A SAHARA CHRYSLER JEEP DODGE RAM'S
MOTION IN LIMINE NO. 1 TO EXCLUDE ANY
REFERENCE, DISCUSSION, TESTIMONY OR
OTHER EVIDENCE OFFERED BY WITNESSES
WHO HAVE NOT ALREADY BEEN DISCLOSED
AND IDENTIFIED PRIOR TO THE CLOSE OF
DISCOVERY

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
10/26/2017 8:08 AM PST

Lead Document

File Name
Ntc of Non Opposition to MIL 1.pdf

Security

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Original File
Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	Not Opened
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	10/26/2017 1:44 PM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	10/26/2017 12:26 PM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	Not Opened
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	George O West III .		Yes	10/26/2017 8:09 AM PST
Sent	Jeff Bendavid .		Yes	Not Opened
Sent	Leilani Gamboa .		Yes	10/26/2017 10:08 AM PST
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Notice - NOTC

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2257381
Filing Attorney	Jeffery Bendavid	Order Id	001682578-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1682603

Submitted Date
10/25/2017 4:54 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Alif, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Notice - NOTC

Filing Description
NOTICE OF NON OPPOSITION TO DEFENDANT
NEVADA AUTO DEALERSHIP INVESTMENTS LLC
D/B/A SAHARA CHRYSLER JEEP DODGE RAM'S
MOTION IN LIMINE NO. 2 TO EXCLUDE AN
REFERENCE, DISCUSSION, TESTIMONY, OR
OTHER EVIDENCE OF PLAINTIFF'S OPINION(S)
REGARDING FRAME DAMAGE AND/OR THE
APPROPRIATENESS OF CERTIFICATION ON
THE SUBJECT VEHICLE

Filing Status
Accepted

Accepted Date
10/26/2017 8:08 AM PST

Lead Document

File Name
Ntc of Non Opposition to MIL 2.pdf

Security

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Original File
Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	Not Opened
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	10/26/2017 1:43 PM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	10/26/2017 12:30 PM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	Not Opened
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	Not Opened
Sent	Jeff Bendavid .		Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Leilani Gamboa .		Yes	Not Opened
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Notice - NOTC

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2257386
Filing Attorney	Jeffery Bendavid	Order Id	001682603-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1682623

Submitted Date
10/25/2017 4:56 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allif, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Notice - NOTC

Filing Description
NOTICE OF NON OPPOSITION TO DEFENDANT
NEVADA AUTO DEALERSHIP INVESTMENTS LLC
D/B/A SAHARA CHRYSLER JEEP DODGE RAM'S
MOTION IN LIMINE NO. 3 TO EXCLUDE AN
REFERENCE, DISCUSSION, TESTIMONY, OR
OTHER EVIDENCE OF PLAINTIFF'S OPINION(S)
REGARDING ANY SAFETY ISSUES ON THE
SUBJECT VEHICLE

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
10/26/2017 8:08 AM PST

Lead Document

File Name
Ntc of Non Opposition to MIL 3.pdf

Security

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Original File
Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	Not Opened
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	10/26/2017 1:43 PM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	10/26/2017 12:33 PM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	Not Opened
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Jeff Bendavid .		Yes	Not Opened
Sent	Leilani Gamboa .		Yes	10/26/2017 10:07 AM PST
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Notice - NOTC

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2257387
Filing Attorney	Jeffery Bendavid	Order Id	001682623-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1682644

Submitted Date
10/25/2017 4:58 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Alif, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Notice - NOTC

Filing Description
NOTICE OF NON OPPOSITION TO DEFENDANT
NEVADA AUTO DEALERSHIP INVESTMENTS LLC
D/B/A SAHARA CHRYSLER JEEP DODGE RAM'S
MOTION IN LIMINE NO. 4 TO EXCLUDE ANY
REFERENCE, DISCUSSION, TESTIMONY, OR
OTHER EVIDENCE OF GENERAL
EXPECTATIONS OF ALL CONSUMERS

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
10/26/2017 8:48 AM PST

Lead Document

File Name
Ntc of Non Opposition to MIL 4.pdf

Security

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Original File
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eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	Not Opened
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	10/26/2017 1:40 PM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	10/26/2017 12:42 PM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	Not Opened
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Jeff Bendavid .		Yes	Not Opened
Sent	Leilani Gamboa .		Yes	10/26/2017 10:05 AM PST
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Notice - NOTC

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2257786
Filing Attorney	Jeffery Bendavid	Order Id	001682644-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1713770

Submitted Date
11/2/2017 2:39 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allf, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Reply - RPLY

Filing Description
Defendants' Nevada Auto Dealership Investments LLC and Corepointe Insurance Opposition to Plaintiff's Ex Parte Application [with Notice] to Increase Page Limitation on Plaintiff's Opposition to Defendant's Motion for Summary Judgment

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
11/2/2017 3:12 PM PST

Lead Document

File Name
Opp to Plaintiff's Ex Parte App to Increase Page Limitation on Opp to MSJ.pdf

Security

Download
Original File
Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	Not Opened
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	11/2/2017 10:39 PM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	11/2/2017 3:15 PM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	Not Opened
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	11/2/2017 3:14 PM PST
Sent	Jeff Bendavid .		Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Leilani Gamboa .		Yes	Not Opened
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Reply - RPLY

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2292250
Filing Attorney	Jeffery Bendavid	Order Id	001713770-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1715459

Submitted Date
11/2/2017 4:49 PM PST

Submitted User Name
t.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allf, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Response - RSPN

Filing Description
Response to Plaintiff's Objection to Defendants'
Notices of Non Opposition to Defendants' Motions in
Limine

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
11/2/2017 4:55 PM PST

Lead Document

File Name
Response to Plaintiff's Objection to Notices of Non
opposition to MIL.pdf

Security
Public Filed Document

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eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	11/2/2017 5:03 PM PST
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	11/2/2017 10:17 PM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	11/3/2017 8:11 AM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	Not Opened
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	Not Opened
Sent	Jeff Bendavid .		Yes	Not Opened
Sent	Leilani Gamboa .		Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Richard Gordon ,		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Response - RSPN

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2293537
Filing Attorney	Jeffery Bendavid	Order Id	001715459-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1719732

Submitted Date
11/3/2017 2:38 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allf, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Reply - RPLY

Filing Description
Defendants Nevada Auto Dealership Investments LLC's and Corepointe Insurance Company's Reply In Support of Motion for Summary Judgment

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
11/3/2017 5:02 PM PST

Lead Document

File Name
Reply ISO MSJ.pdf

Security

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Original File
Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	11/3/2017 5:17 PM PST
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	11/3/2017 5:07 PM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	11/6/2017 9:23 AM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	Not Opened
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	Not Opened
Sent	Jeff Bendavid .		Yes	Not Opened
Sent	Leilani Gamboa .		Yes	11/3/2017 5:02 PM PST

Status	Name	Firm	Served	Date Opened
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Reply - RPLY

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2300440
Filing Attorney	Jeffery Bendavid	Order Id	001719732-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1720351

Submitted Date
11/3/2017 3:19 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allf, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Motion - MOT

Filing Description
Motion to Strike Declaration of Rocco Avellini
Attached on Plaintiff's Opposition on Order
Shortening Time

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
11/6/2017 8:36 AM PST

Lead Document

File Name
Mtn to Strike Dec of Rocco Avellini Attached to
Plaintiffs Opp on OST.pdf

Security

Download
Original File
Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	Not Opened
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	11/6/2017 10:10 AM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	11/6/2017 9:11 AM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	11/6/2017 8:38 AM PST
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	Not Opened
Sent	Jeff Bendavid .		Yes	Not Opened
Sent	Leilani Gamboa .		Yes	11/7/2017 10:33 AM PST

Status	Name	Firm	Served	Date Opened
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Motion - MOT

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2301564
Filing Attorney	Jeffery Bendavid	Order Id	001720351-0
Transaction Response	Payment Complete		

Envelope Information

Envelope Id
1720396

Submitted Date
11/3/2017 3:22 PM PST

Submitted User Name
l.gamboa@moranlawfirm.com

Case Information

Location
Department 27

Category
Civil

Case Type
Other Tort

Case Initiation Date
5/22/2016

Case #
A-16-737120-C

Assigned to Judge
Allf, Nancy

Filings

Filing Type
EFileAndServe

Filing Code
Motion - MOT

Filing Description
Defendant's Motion to Strike Fugitive Documents
Filed by Plaintiff on Order Shortening Time

Filing on Behalf of
Nevada Auto Dealership Investments LLC

Filing Status
Accepted

Accepted Date
11/6/2017 8:38 AM PST

Lead Document

File Name
Motion to Strike Fugitive Documents Filed by
Plaintiff on OST.pdf

Security

Download
Original File
Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	George West III	Law Offices of George O. West III	Yes	11/6/2017 11:21 AM PST
Sent	Craig Friedberg	Law Offices of Craig B. Friedberg	Yes	11/6/2017 10:13 AM PST
Sent	Stephanie J. Smith	Moran Brandon Bendavid Moran	Yes	Not Opened
Sent	Lara Taylor	Snell & Wilmer	Yes	11/6/2017 9:12 AM PST
Sent	Nathan Kanute	Snell & Wilmer	Yes	11/6/2017 8:39 AM PST
Sent	Docket Docket	Snell & Wilmer	Yes	Not Opened
Sent	Gaylene Kim .		Yes	Not Opened
Sent	George O West III .		Yes	Not Opened
Sent	Jeff Bendavid .		Yes	Not Opened
Sent	Leifani Gamboa .		Yes	Not Opened
Sent	Richard Gordon .		Yes	Not Opened

Parties with No eService

Name	Address
CorePoint Insurance Company	

Fees

Motion - MOT

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	Nevada Auto Dealership Invest...	Transaction Amount	\$3.50
Payment Account	Moran Brandon Bendavid Moran	Transaction Id	2301577
Filing Attorney	Jeffery Bendavid	Order Id	001720396-0
Transaction Response	Payment Complete		

Exhibit “5”



WESTERN REPORTING SERVICES, INC.

801 South Rancho Drive • Suite E3B • Las Vegas, NV 89106
702/474-6255 • fax 702/474-6257
www.westernreportingservices.com
Federal ID No. 88-0263740

TERMS: NET 30 DAYS - A Late Payment
Charge of 1 1/2% per month (18% per
annum) will be assessed on balances 30
days or more overdue.

DATE	INVOICE
8/23/2017	51944

TO

Matthew Whittaker, Esq.
Moran Brandon Bendavid Moran
630 South Fourth Street
Las Vegas, Nevada 89101

IN RE

POOLE
V.
NEVADA AUTO DEALERSHIP INVESTMENTS LLC

INVOICE

DEPOSITION OF DERRICK POOLE, 8/14/17

Reporter appearance (AM and PM Sessions)

190.00

Transcript, Original and Copy

521.25

(Indexed and Compressed)

(Electronic Format)

Additional copy - NO CHARGE

0.00

Statutory administration of transcript subsequent to publication

20.00

Exhibits - Regular Photocopies

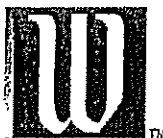
23.40

REPORTER

M. Goddard

BALANCE DUE

\$754.65



WESTERN REPORTING SERVICES, INC.

801 South Rancho Drive • Suite E3B • Las Vegas, NV 89106
702/474-6255 • fax 702/474-6257
www.westernreportingservices.com
Federal ID No. 88-0263740

TERMS: NET 30 DAYS - A Late Payment
Charge of 1 1/2% per month (18% per
annum) will be assessed on balances 30
days or more overdue.

DATE: INVOICE:

9/25/2017

52025

TO:

Matthew Whittaker, Esq.
Moran Brandon Bendavid Moran
630 South Fourth Street
Las Vegas, Nevada 89101

IN RE:

POOLE
V.
NEVADA AUTO DEALERSHIP INVESTMENTS LLC

INVOICE

DEPOSITION OF ROCCO J. AVELLINI, 9/22/17

Reporter Attendance - Proceedings Occurring Outside of Regular Business Hours, 170.00
8:00 a.m. - 5:00 p.m.

Original and Copy, Technical, Delivery within 1-2 business days 2,300.00
(Indexed and Compressed format)
(Electronic Format)

Additional copy - NO CHARGE 0.00

Statutory administration of transcript subsequent to publication 20.00

Exhibits - Regular Photocopies 151.80

Exhibits - Color 393.75

NOTE: Per your/your office's instruction, a copy of Exhibit D, a disc, is not provided 0.00
with your copy of the transcript.

REPORTER:

M. Goddard

BALANCE DUE:

\$3,035.55

Huebner Court Reporting, Inc.
 10620 Southern Highlands Parkway
 Suite 110-401
 Las Vegas, NV 89141
 (702) 374-2319
 HuebnerReporting@gmail.com

Invoice

Number: 2259
 Date: 9/25/2017

Bill To:

Stephanie J. Smith
 Moran Brandon Bendavid Moran
 630 South 4th Street
 Las Vegas, NV, 89101

Ship To:

Stephanie J. Smith
 Moran Brandon Bendavid Moran
 630 South 4th Street
 Las Vegas, NV, 89101

Date of Job	Terms	Tax ID Number
9-20-17	30 days	88-0511557

Description	Amount
RE: Derrick Poole v Neavada Auto Dealership Investments, Sahara Chrysler Jeep Dodge, A-16-737120-C	
DEP OF: Travis Spruell	
TRANSCRIPT: 101 pages Video Copy	\$383.80
3-day expedite Orig	\$363.60
Exhibits: 34 scanned and printed	\$13.60
PROCESSING/DELIVERY:	\$35.00
ETRANS and CONDENSED: Complimentary	\$0.00

SubTotal \$796.00

Total \$796.00

Huebner Court Reporting, Inc.
 10620 Southern Highlands Parkway
 Suite 110-401
 Las Vegas, NV 89141
 (702) 374-2319
 HuebnerReporting@gmail.com

Invoice

Number: 2258
 Date: 9/25/2017

Bill To:

Stephanie J. Smith
 Moran Brandon Bendavid Moran
 630 SOut 4th Street
 Las Vegas, NV, 89101

Ship To:

Stephanie J. Smith
 Moran Brandon Bendavid Moran
 630 SOut 4th Street
 Las Vegas, NV, 89101

Date of Job	Terms	Tax ID Number
9-19-17	30 days	88-0511557

Description	Amount
RE: Derrick Poole v Neavada Auto Dealership Investments, Sahara Chrysler Jeep Dodge, A-16-737120-C	
DEP OF: Noah Grant	
TRANSCRIPT: 60 pages Video Copy	\$228.00
4-day expedite on original	\$144.00
Exhibits: Scanned and printed	\$7.20
PROCESSING/DELIVERY:	\$35.00
ETRANS and CONDENSED: Complimentary	\$0.00

SubTotal \$414.20

Total \$414.20

Exhibit “6”

Mail All Correspondence To
5258 S. Eastern Ave, Ste 207
Las Vegas, NV 89119

California Office
217 N. Irena St. Ste. A
Redondo Beach, CA 90277

Wreck Check Car Scan Centers

Ph. 800 762-2671

Fax 310 241-0337

Website
wreckcheckcarscan.com

NAME / ADDRESS		
Law Office of George O. West III George O West III 10161 Park Run Drive Suite 150 Las Vegas, NV 89145		
TERMS	DUE DATE	REP
Net 30	10/25/2017	BLFR

INVOICE	
DATE	INVOICE #
9/25/2017	3521
BAR # AH229324	

10/2-1/17

DESCRIPTION	QTY	RATE	TOTAL
09/22/2017 - Pre-Trial Deposition	6.2	350.00	2,170.00
<p>*George West is responsible for the other hour.</p> <p>PAID CK#17220 \$1,470.00 10.6.17</p>			
TOTAL			\$2,170.00
PAYMENTS			\$-350.00
Balance			\$1,820.00
#1 In The Detection Of Improper Collision And Mechanical Repairs And The Leader In Evaluating Diminished Value!			

\$1,470.00

Exhibit “7”

Invoice

PAID
02/21/2017

Date	Invoice #
7/15/2016	1607R10

Bill To
Thordal Armstrong Delk Balkenbush & Eisin Brian Terry 1100 E. Bridger Avenue Las Vegas, NV 89101

Claim/File Number	2263513-1
Insured	Sahara Chrysler Jeep
Our Case #	1607R10
Date of Loss	7/15/2016

Service Date	Services Rendered	Case Hours	Amount
7/15/2016	Case Intake, File Set up, Account Management	0.7	70.00
8/2/2016	Lepper - Review Client Supplied Documents	0.6	117.00
8/3/2016	Airfare (split with 1607R11)		236.00
	Airport Security-wait time	1	195.00
	Rental Car (split with 1607R11)	1	76.51
	Travel at one-half rate to vehicle location from airport	0.4	50.00
	Tom Lepper joint inspection of 2013 Dodge Ram	1.4	350.00
	Prepare and compose written report, categorize and caption photographs	3	750.00
		Payments	-\$1,844.51
Terms:	Due on receipt	TOTAL	\$1,844.51

JOINT APPENDIX 978

Thomas Lepper Associates

Invoice

810 Rose Drive
Benicia, CA 94510
Office: (707) 751-3836
Fax: (707) 751-3833

Date	Invoice #
12/5/2017	1607R10-1

Bill To

Moran Brandon Bendavid Moran
630 South 4th Street
Las Vegas, Nevada 89101

File Name	Derrick Poole v Sahara
Client	Derrick Poole
Our Case #	1607R10-1

Service Date	Services Rendered	Case Hours	Amount
7/13/2017	Review of documents	2.3	448.50
7/14/2017	Compose rebuttal report	5.3	1,033.50
Please make checks payable to: THOMAS J. LEPPER, TIN# 68-0219525. Our remittance address: 810 Rose Dr., Benicia, CA 94510-3601.		TOTAL	\$1,482.00
		PAYMENTS	\$0.00
		Balance Due	\$1,482.00
Terms: Due on Receipt			

Exhibit “3”

Curriculum Vitae of Thomas J. Lepper, CFEI

(707) 751-3836 Office • (707) 751-3833 FAX • (866) 812-4204 Toll Free • tom@thomaslepper.com

SUMMARY

Mr. Lepper has over thirty years of experience as a consultant, inspector, and evaluator within the automotive industry and more than twenty years' experience as a forensic automotive consultant. Mr. Lepper is certified to download and analysis EDR modules (Black Box). Mr. Lepper is a Certified Fire and Explosion Investigator (CFEI) and is also a registered locksmith in the State of California through the Bureau of Security and Investigative Services. Mr. Lepper primarily performs examinations for nationally known insurance companies and law firms. He is qualified to testify as an expert in the Superior Court for the State of California.

AREAS OF EXPERTISE

Specialist in automotive, motorcycle, tractor trailer, recreational vehicle (RV), farming, and construction equipment component analysis and mechanical failures in the areas of:

- Tire Separations and Failures
- Fire Cause and Origin
- Ignition Lock Cylinder Integrity
- Transponders/Engine Immobilizers
- Ignition Key Issues
- Aftermarket Alarm Issues
- Large Truck Issues
- Trailer Brakes and Hub Issues
- Ignition Key Code Downloading
- Brake Systems and Failures
- CDR Tool Downloads and Analysis
- Fuel and fluid contamination issues
- Song-Beverly Act vehicle Inspections
- Steering and Suspension Systems
- Seat Belt and Air Bag Issues
- Mechanical Defects
- Automatic and Manual Transmissions
- Automotive Paint Issues
- Automotive Sand and Hail Damage
- Throttle/Unwanted Acceleration Issues
- Wiring and Electrical Issues
- Construction and Farming Equipment
- Impact Damage Issues
- Racetrack / Racecar Incidents
- Fluids Laboratory analysis
- Dealership Vehicle Inspections Issues

PROFESSIONAL AFFILIATIONS AND LICENSES – CURRENT OR HAVE HELD

- National Association of Fire Investigators (NAFI)
 - Certified Fire and Explosion Investigator (CFEI) Number 13841-9472
- Society of Automotive Engineers (SAE)
- Southern Association of Technical Accident Investigators (SATAI)
- California Conference of Arson Investigators (CCAI)
- Western States Auto Theft Investigators Northern Chapter (WSATI)
- Bureau of Security & Investigative Services
 - Registered locksmith – Registration Number: LOC 13420
- Association of Locksmiths of America (ALOA); member number 61458
- International Association of Investigative Locksmiths (IAIL)
- Approved member of the CDR Group in www.crashdata.info
- Federal Aviation Administration (FAA) - Private Pilot License
- Sports Car Club of America (SCCA) National Competition License
- Sports Car Club of America (SCCA) Pro Competition License
- National Auto Sports Association (NASA) Pro Racing License
- Grand – American Competition License and Porsche Club of America Competition License

EDUCATION

University of Albuquerque

Courses Completed In:

Aviation Safety, Systems and Design

Southern Illinois University

Major Coursework completed towards:

Bachelor of Science, Education

ADDITIONAL ACCREDITED TRAINING

- Intermountain Lock and Security Supply (IML) Security Expo – March 2017
Transponder Keys, Key Machines and programming – Certificate of Training
- Intermountain Lock and Security Supply (IML) Security Expo – March 2017
Automotive 101– Certificate of Training
- Intermountain Lock and Security Supply (IML) Security Expo – March 2015
ILCO Transponders and Key Machines – Certificate of Training
- California Conference of Arson Investigators – March 2013
20 hours training in Advanced Fire/Arson Investigation
- National Fire, Arson, & Explosion Investigation (CFEI) – March 6-9, 2012
- California Conference of Arson Investigators – March 2010
20 hours training in Advanced Fire/Arson Investigation
- CDR – Technicians Refresher Course – August 2009; recertified August of 2016
- California Conference of Arson Investigators – March 2008
20 hours training in Advanced Fire/Arson Investigation
- ARC – CSI Crash Conference, Las Vegas, NV – June 2004
- Institute of Police Technology and Management – Univ. of North Florida – February 2004
CDR Tool – User Certification Course
- Lee S. Cole Automotive Fire School
- National Police Training Institute
Tire Failure and Analysis
- Southwestern Association of Technical Accident Investigators
Crash Data Retrieval Systems/ Supplemental Restraints / Crush Stiffness Coefficients
Mechanics of Low Speed Impact (Actual Demonstrations)
Accident Reconstruction
- National Institute of Forensics Studies
Traffic Accident Scene Documentation and Damaged Vehicle Inspection Methodologies

PROFESSIONAL HISTORY

1993 – Present

FORENSIC AUTOMOTIVE COMPONENT/FIRE/TIRE EXPERT

Automotive consultation for nationwide insurance companies, nationally known rental car companies, and law firms. Investigation of vehicle failures and defects: brakes, transmission, fuel, and suspension systems, tires - including tread separations and other manufacturing defects - air bag and seat belt issues, fire cause and origin, wiring issues, and theft issues. Investigations of paint damage including application errors, sand and hail damages. Licensed locksmith in the State of California. Inspections and Court appearances regarding Song-Beverly Act and Dealership Vehicle Inspection Issues.

- Qualified to appear as an expert witness in Superior Court, State of California
- Conducted and participated in over 5,000 investigations consisting of field inspection and scene measurement
- Report and correspondence generation
- Documentation review and analysis
- Extensive photograph and video experience

PROFESSIONAL HISTORY, CONTINUED

1987 – Present

VEHICLE AND TIRE SPECIALIST

Independent tire testing and design consultant for Toyo Tires, Goodyear Tires, Tokico Shocks, B.F. Goodrich Tires, Hankook Tires, and General Motors – Chevrolet Division

1986 – 1988

OWNER, TOAD HOLLOW AUTO REPAIR

Full service auto repair facility located in Martinez, California
Race car design and preparation

1978 – 1982

INDEPENDENT CONTRACTOR

Race car driver, race car technical inspections, technical race car performance, repair and development work

1983 – 1986

UNITED STATES AIR FORCE

Air Traffic Controller – RADAR Approach Controller
Air Traffic Control Instructor

1980 – 1981

FEDERAL AVIATION ADMINISTRATION

Air Traffic Control, Oakland Center/Ocean

1975 – 1978

UNITED STATES AIR FORCE

Fully licensed and certified tower and RADAR control; officer/foreign instructor

EDUCATION

University of Albuquerque

Courses Completed In:

Aviation Safety, Systems and Design

Southern Illinois University

Major Coursework completed towards:

Bachelor of Science, Education

ADDITIONAL ACCREDITED TRAINING

- California Conference of Arson Investigators – March 2013
 - *20 hours training in Advanced Fire/Arson Investigation*
- National Fire, Arson, & Explosion Investigation (CFEI) – March 6-9, 2012
- California Conference of Arson Investigators – March 2010
 - *20 hours training in Advanced Fire/Arson Investigation*
- CDR – Technicians Refresher Course – August 2009; recertified August of 2016
- California Conference of Arson Investigators – March 2008
 - *20 hours training in Advanced Fire/Arson Investigation*
- ARC – CSI Crash Conference, Las Vegas, NV – June 2004
- Institute of Police Technology and Management – Univ. of North Florida – February 2004
 - *CDR Tool – User Certification Course*
- Lee S. Cole Automotive Fire School
- National Police Training Institute
 - *Tire Failure and Analysis*
- Southwestern Association of Technical Accident Investigators
 - *Crash Data Retrieval Systems/ Supplemental Restraints / Crush Stiffness Coefficients*
 - *Mechanics of Low Speed Impact (Actual Demonstrations)*
 - *Accident Reconstruction*
- National Institute of Forensics Studies
 - *Traffic Accident Scene Documentation and Damaged Vehicle Inspection Methodologies*

THOMAS J. LEPPER ASSOCIATES

FEE SCHEDULE

Thank you for your interest in using Thomas J. Lepper for your consulting needs.

The professional fees for Mr. Lepper are as follows:

Investigation	\$250.00 per hour
Sworn Testimony	\$350.00 per hour
Travel	125:00. per hour
Mileage	\$0.54 per mile
Admin. Rate	\$35.00 per hour
Admin. Rate (Special Services)	\$50.00 per hour
CDR/EDR (Equipment Fee & Downloads)	\$200.00 flat rate
Specialty Personnel	By agreement- rates vary

If we ask for a retainer, it must be received two weeks prior to the commencement of any work on the client's behalf.

Laboratory work will be done only with client approval and will be billed at cost plus a 15% processing fee. Should the case settle before completion of any or all laboratory work, the client is still responsible for payment.

Receipt of this fee schedule and accompanying CV (if applicable) does not authorize the client to designate THOMAS J. LEPPER without our express consent and the signed agreement to the terms and conditions in this fee schedule. Should the client elect to designate Thomas J. Lepper, a designation fee of \$250.00 will be charged upon assignment of the case. This fee will be billed on the initial invoice but will be credited to work exceeding the fee.

- Sworn testimony also requires special preparation and review time which will be invoiced at the investigation rate.
- Time expended on "ON-CALL" will be invoiced at 50% of the investigation rate due to the restrictions this places on the availability of the consultant to perform other duties.
- Time expended on "ON-STANDBY" to give sworn testimony will be invoiced at the full sworn testimony rate beginning after arriving at the assigned location.

Rates subject to change without notice. Rates effective April 2017

810 Rose Drive • Benicia • CA • 94510
(707) 751-3836 Office • (866) 812-4204 Toll Free • (707) 751-3833 Fax
tom@thomaslepper.com

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
1996		Trial	San Bernardino Superior Court	In the matter of Drag Racing Nova
	1	Deposition	Robert Ingram Orange County	In the matter of Tredway v. Speedy Lube
12/12/01	IG20840	Arbitration	Farmer Ins., Rep. By Early, Maslach, Rudnicki & Rossmagel - Carole Kahn, Esq.	In the matter of Lizette Guevara v. Farmers Insurance Exchange Before Judge Raymond Cardenas
02/14/01	TJL 0077		Hogan & Marken	In the matter of Jinparn v. Farmers Insurance
03/19/01	GE21827	Deposition	Mower Koeller Nebeker	In the matter of Ward v. Allico dba Super Discount Transmisslon
05/11/01	GE 29596			In the matter of Gutierrez v. Sacramento USD
06/01/01	GE 17827R01			In the matter of Moss Mercedes Benz Theft
06/07/01	GE 17943			In the matter of Shapsa v. Mazda/County Of Los Angeles
08/21/01	TLA 0108R05	Trial	Law Offices of Vincent F. DeMarzo	In the matter of Nak Hyong Chung dba Chung's
08/27/01	TLA 0108R04	Trial	Law Offices of Vincent F. DeMarzo	In the matter of Samuel Armas
10/03/01	GE 17141			In the matter of Duan v. Alamo/Gao
01/10/02	TLA 0105001	Deposition	Barry Bartholomew & Associates	In the matter of Frank Silvio
01/17/02	TLA 0105001	Trial	Barry Bartholomew & Associates Unwanted Acceleration	In the matter of Frank Silvio
03/06/02	GE21919R01	Arbitration	Requested by Jean Fisher Selman Breitman 619-595-4880	In the matter of Bond v. Motoring Investments
04/08/02	GE16581	Deposition	State Farm Insurance , Cleary Ford Tire issue , CL No.: 75-2575-401	In the matter of Andrea Cimini and Mark Cleary v. Bridgestone/Firestone, Inc. Case No.: 01-06105RMT (BQRx)
04/10/02	0202R05	Deposition	Firestone Tire Tread separation Firestone Failure Issue	In the matter of Giampolo Mancuso v. Bridgestone/Firestone Specific Case No.: IP01-C 5256-B/S
05/10/02	0110P09	Deposition	Office of Burham Brown, Oakland, CA , Part 1	In the matter of Robert Lopez v. Sears Corp.
05/23/02	0110P09	Deposition	Office of Burham Brown, Oakland, CA , Part 2	In the matter of Robert Lopez v. Sears Corp.
06/11/02	02PC1013274 ProConsul	Arbitration	Eric Chase, Bollington, Augustine & Chase Brake Issue	In the matter of Corredor v. King
07/10/02	GE17930	Deposition	Peterson, Oliver & Poll	In the matter of Jimenez v. Pedelty California Superior Court, County of Orange, Case No.: 01CC10695
07/15/02	0110P08	Deposition	Kelly Cawley, Esq. Tire Failure	In the matter of Yokohama, et al. adv. Taylor District Court, Clark County, Nevada, Dept. No. III, Case No.: A423251
07/30/02	21919R02	Trial	Full Defense Verdict	In the matter of Bond v. Motoring Investments. California Superior Court Case San Diego County Case No.: IC 773457
08/14/02	02PC1013274	Arbitration	Arbitrator NO SHOW Bollington Augustine & Chase, Brea, CA Brake Issue	In the matter of Corredor v. King
08/29/02	GE21872	Arbitration	Selman / Breitman , Attorney Full defense verdict	In the matter of Wilson v. Garfield Automotive
09/04/02	GE18771	Deposition	Plaintiff Atty Office of Mardirossian and Associates, Los Angeles, CA	In the matter of Kouyoumdjian/Yi v. Western Avenue Auto

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
10/23/02	GE17679	Trial Criminal	Los Angeles County Superior Court, Testimony for the LA District Attorney's Office: Theft testimony. Guilty Verdict found against defendant Insurance fraud Case	In the matter of People v. Saint Jovite Youngbloode, Los Angeles County Superior Court Case No.: BA223317
11/19/02	0211R07	Deposition	Appearing for Balos	In the matter of Jacqueline Balos v. Kumho Tires USA, Inc., America's Tire Company
01/21/03	02PC1013274	Deposition	Appearing for Corredor. Office of Scott Cranny, Irvine, CA Brake Issue	In the matter of Corredor v. King
01/30/03	TIA0203R01	Deposition	Appearing for Plaintiffs. Offices of Respondents' Atty.: Adam J. Goldstein, Wheeler Trigg & Kennedy, Denver CO.	In the matter of The Standard Fire Ins. Co. as Subrogee of Richard & Roberta Gritz v. Ford Motor Co., Inc. Heritage Ford L-M, Inc.
02/26/03	02PC1013274	Arbitration	Appearing for Plaintiff Finding for cross-complainant Corredor. Brake Issue	In the matter of Corredor v. King
04/15/03	FG-L010267	Deposition	Appearing for Plaintiff Office of Kelly Watson, Reno, NV 89509	In the matter of Arthur A. Minchew and Rhoda S. Minchew v. Tran systems, Inc. United States District Court, District of Nevada
05/12/03	TJL0090/0090A	Deposition	Appearing for Plaintiff	In the matter of State Farm Insurance; Frederick Butts v. Toyota Motor, North America, Inc., Autohaus, Fremont Toyota
09/19/03	GE17709PR01	Deposition	Appearing for Plaintiff Offices of Garrett Engineers, Long Beach, CA	In the matter of Samonian v. Firestone et al.
09/22/03	GE30659R01	Arbitration	Arbitration Appearing for Defense. Directed Verdict for the Defense: No Proved Case	In the matter of Walker/Hill v. East Bay Truck
09/23/03	TJL-0245	Deposition	Appearing for the Plaintiff Represented by Frank D. Penney, Esq.	In the matter of Manuel Agredano and Lorena Agredano v. Unlroyal Goodrich Tire Manufacturing Michelin North America, Sam's Club, et al.
10/21/03	GE1102PD18753	Deposition	Appearing for State Farm Insurance, Attorney Michelle McCliman, Crandall Wade & Lowe, Irvine, CA	In the matter of State Farm Mutual Automobile Insurance Co. v. Gina Bang, Jung Bang, Destiny Kim
11/03/03	GE1102PD18753	Arbitration	Appearing for State Farm Insurance, Victor R. Anderson, Esq. Crandall, Wade & Lowe, Irvine, CA Arbitrator: The Honorable Robert Altman, Los Angeles, CA. Arbitrator found in favor of State Farm	In the matter of State Farm Mutual Automobile Insurance Co. v. Gina Bang, Jung Bang, Destiny Kim
11/24/03	TJL0113	Deposition	Appearing for State Farm Insurance and May Yoa. Deposition taken at Office of Peter MacLaren, Esq. San Jose, CA, for Audio America	In the matter of State Farm Mutual Insurance Co. v. Audio America, Inc., A California Company. Case No.: CV 810556
03/04/04	GE 35540	Deposition	Appearing for Catanzano and Turner. Deposition taken at office of Michelle Mullins, Esq., Las Vegas, NV representing Cooper Tire & Rubber Co.	In the matter of Robert Catanzano; Delores Catanzano; James Turner v. Cooper Tire & Rubber co., And Doe Manufacturers and Roe Corporations I through X, inclusive. Case No.: CV-S-02-1331-JCM-PAL

Thomas J. Lepper

Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
04/29/04	GE19862	Trial	Appearing for Miller Honda, Victor Danhi, Esq., Manning, Lever, Bruder & Berberich, Los Angeles, CA 90036. Aftermarket alarm/electrical system	In the matter of Kris Carranza and Anatalia Castellanos v. American Honda Motor Co, Inc.; Miller Honda. Santa Monica Superior Court, Department C, Santa Monica, CA, Judge John Segal Case No.: SC076923
07/21/04	GE30544	Deposition	Appearing for Respondents, Deposition taken by Plaintiff Attorney Evelyn Portie, Esq., at Berkley Risk Administrators Company, Scottsdale, AZ	In the matter of Transport Systems Insurance Agencies v. Insurance Corporation of Hanover. Docket No.: 251-01-439CIV
10/18/04	TJL0344	Deposition	Cholakian & Associates, San Francisco, CA for State Farm Insurance. Deposition taken by Ford Motor Company at the offices of Shook, Hardy, and Bacon San Francisco, CA 94104	In the matter of State Farm General Insurance Company v. Ford Motor Company Case No.: WS04-0594
11/30/04	GE18632 TLA 0403R08	Deposition	David Leichenger, Esq. Deposition taken by Todd Theodora for Dunlop Tire Company, Los Angeles, CA Defective tire on solid axle	In the matter of Rick Campagne v. Dunlop Tire Corporation Case No.: RIC382135, Consolidated with Dolores Duarte v. State of California, Rich Campagne, etc., et al. Case No.: RIC382381
01/17/05		Deposition	Thomas Rotor, Esq., Law Offices of Daniel M Argella & Associates, Irvine, CA; Deposition taken by opposition at Best Western Heritage Inn, Benicia, CA	In the matter of Steve Martinez v. Discount Tire Center, Case No.: 03 CECG 01198
02/03/05	GE29822	Deposition	Ordered by Peter Ezzell, Law firm of Haight, Brown, and Bonesteel, Los Angeles, CA, attorney for Respondent Pirelli Tire	In the matter of California Automobile Insurance Company v. Pirelli Tire Corporation, Case No.: C10336863
03/03/05	0403R08	Trial	Appearing for Plaintiff, Campagne, David Leichenger, Levitt, Leichenger, and Aberle, Beverly Hills, Ca. Defective tire on solid axle	In the matter of Duarte, et al v. Dunlop Tire Corporation, et al.; Campagne v. Dunlop Tire Corporation, et al. Riverside County Superior Court, 4050 Main Street, Riverside, CA, Judge Kaiser, Department 3 Case No.: RIC 382135
04/06/05	0204R04	Deposition	Appearing for Respondent Western United Insurance, John Hager, staff attorney. Ordered by James Wilkins, Wilkins, Drolshagen and Czesinski, Fresno, CA Theft Issue	In the matter of Janie Cuellar v Western United Insurance, Case No.: M68296
05/10/05	GE200700R01	Deposition	Appearing for USAA, Bryce Willett, staff attorney. Deposition at Law Offices of Bryce Willett, Sacramento, CA 92101-3384	In the matter of Gudehus v. United Services Automobile Association
05/31/05	GE200700R01	Arbitration	Appearing for USAA, Bryce Willett, staff attorney. Judge Difiglia, Arbitrator San Diego, CA	In the matter of Gudehus v United Services Automobile Association
07/19/05	GE201069	Deposition	Appearing for Respondent Infinity Insurance Company, Tejas Patel, Ford, Walker, Haggerty, and Behar.	In the matter of Rita Petal, et al., v Infinity Insurance Company
08/11/05	IG32996	Trial	Appearing for Crusader Insurance on behalf of Quick Stop Smog and More Small Claims	In the matter of Jean Houze v. M. Ahmad Javed (Quick Stop Smog and More) Superior Court of California, Sacramento, Small Claims Division

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
08/29/05	TJL0281	Deposition	Appearing for State Farm Insurance, Colin Hatcher, Cholakian and Associates. Power Steering Hose Failure	In the matter of State Farm Insurance v. General Motors, et al. Monterey Superior Court, Case No.: M64211
12/12/05	GE22077	Mediation	Appearing for State Farm Insurance; Mediator Hon. John A. Marlo Repair v. Restoration Issues	In the matter of MacKinnon, Brett v. State Farm Insurance; Reference No.: 1110008937
03/30/06	GE200599	Deposition	Appearing for Allied Van Lines, Cheryl DeLeon of Stone, Rosenblatt Wheel bearing failure/Fire	In the matter of Allied Van Lines et al v. Utility Trailer; United States District Court, Central District of California, Western Division, Case No.: CV05-3076 RJK (CWx)
04/27/06	0482-0405	Deposition	Ordered by Andrew Schwartz, Casper, Meadows & Schwartz for the Respondent ABS-Brake Issues	In the matter of Clay Tormey v. City of Pinole, Peter Johannes Pierslg. California State Superior Court, County of Contra Costa, Case No.: C04-02088
06/06/06	0603R11	Arbitration	Appearing for Sentry Select Insurance Dealership Repair Issue	In the matter of Allstate Insurance Company v. Sentry Select Insurance Company. Docket No.: P009500430600
07/12/06	0647 - 0502	Deposition	Appearing for Demetrios Demetriades, Stanley Hilton Vehicle Failure	In the matter of Demetriades v. Mercedes-Benz, USA. Superior Court of California, County of San Francisco, Case No.: 05-445039
07/18/06	0604R08	Deposition	Appearing for Plaintiff Salazar, David Barry, Consumer Legal Services Dealer Insurance Fraud	In the matter of Bernardo Salazar v. Mercedes-Benz USA and House of Imports. Superior Court of California, County of Los Angeles, Case No.: BC337318
08/21/06	0202R06	Trial Criminal	Appearing for State of California, District Attorney Stanley Voyles (Western United Insurance), Theft and fire Conviction of Defendant	In the matter of State of California v. Jaime Rosa Dias. Superior Court of California, County of Santa Clara; Docket No.: CC448194, DA No.: 031130049
08/24/06	0607R03	Hearing	Appearing for One Stop Smog Repair in complaint from BAR, Received full pardon from complaint Defended shop in matter of repair	In the Matter of the Citation Against: One Stop Auto, Bureau of Automotive Repair Office, Bakersfield, CA
08/26/06	0781-0603	Deposition	Appearing for plaintiff, Katherine Taylor, George Ellard, The Dolan Law Firm. Case settled in favor of Plaintiff after deposition SteelTex Tire defect	In the matter of Katherine Taylor v. Ryder System, Inc.; Budget Truck Rental. Superior Court of California, County of San Francisco, Case No.: CGC-05-438053
10/17/06	0601R06	Deposition	Appearing for Respondent Dara Lynn Freed. Ron Zurek, Wesierski & Zurek, LLP	In the Matter of Donald Carroll v. Dara Lynn Freed. Superior Court of California, County of Los Angeles, Case No.: PC037659.
01/19/07	0687-0504	Deposition	Appearing for Plaintiff Bergeon. Mark Lewis, Kitrick and Lewis Co., L.P.A. Double stem air valve, tire explosion	In the Matter of Bergeon v. Sparks Commercial Tire, et al. Court of Common Pleas of Lucas County, Ohio, Case No.: CI0200501924
02/07/07	0401R07	Deposition	Appearing for Plaintiff 21st Century Insurance Company. Michael McFadden, Bollington, Stilz, Bloeser, and Curry Fire to Rexhall Motorhome	In the matter of 21st Century Insurance Company v. Rexhall Industries, Inc., RV Peddler, Inc., and DOES 1 through 40. California State Superior Court Kern County, Case No.: S-1500-CV 255240SPC

Thomas J. Lepper
Partial List of Arbitrations, Depositions, and Trial Appearances

Date	Case No.:	Type	Client	Case
02/19/07	200165PRO2	Deposition	Appearing for Encompass Insurance Moon roof fire with dogs	In the matter of Rosemary G. Hutchinson; Richard S. Griggs v. Toyota Motor Sales, USA Inc., a California Corporation, Toyota Motor Corporation, a business entity form unknown; Desert Lexus, a business entity unknown; and Does 1 -100, Inclusive.
03/13/07	0702R13	Deposition	Appearing for the claimant Hau Thanh Nguyen. David Barry, Esq., Consumer Legal Services	In the matter of Hau Thanh Nguyen and Chau Thi Nguyen v. American Honda Motor Company; Downey Acura. California State Superior Court for the County of Los Angeles, Central District, Case No.: BC344959
03/16/07	0702R13	Trial	Trial, Appearing for the claimant Hau Thanh Nguyen. David Barry, Esq., Consumer Legal Services	In the matter of Hau Thanh Nguyen and Chau Thi Nguyen v. American Honda Motor Company; Downey Acura; and Does 1 through 20 inclusive. Case No.: BC344959. California State Superior Court for the County of Los Angeles, Central District
04/18/07	0702R10	Deposition	Appearing for claimant Ira Tarlov. David Barry, Esq., Consumer Legal Services Transmission Issues-Lexus	In the matter of Ira Tarlov v. Toyota Motor Sales, USA Inc., a California Corporation, KEYLEX, INC. dba KEYES Lexus, a California Corporation . California State Superior Court, County of Los Angeles, Central District Case No.: BC353599
04/27/07	0704R09	Deposition	Deposition, Appearing for Claimant Steven Weisman. David Barry, Esq., Consumer Legal Services Transmission Issues	In the matter of Steven R. Wiseman and Kathy Wiseman v. Ford Motor Company. California State Superior Court, County of Sacramento Case No. 05AS03673
08/08/07	0706R14	Deposition	Appearing for Claimant Seda Eckhardt. Romano, Stancroff & Mikhov PC; Mark Romano Esq. Overheating Engine	In the matter of Eckhardt v. Ford Motor Company, et al. Case No.: S-1500-CV-258934- AEW.
10/09/07	0705R05	Deposition	Appearing for claimant Jack Azizian; David Barry, Esq., Consumer Legal Services Deposition , Appearing for claimant Steve Lyman; Susan Yeck, Esq.	In the matter of Jack Azizian v. Porsche Cars North America; Case No.: BC360816.
10/10/07	0708R07	Deposition	Deposition , Appearing for claimant Steve Lyman; Susan Yeck, Esq. Deposition , Appearing for the insured, James Haines; Ring and Green	In the matter of Steven Lyman v. Mercedes- Benz USA. California State Superior Court for the County of San Diego, Central Division Case No.: GIC 877154
10/22/07	E201067 and GE201067R0	Deposition	Deposition , Appearing for the insured, James Haines; Ring and Green Fire on improperly opened fuel pre-heater	In the matter of National General Insurance Company v. Tiffin Motorhomes, Inc, Freightliner, LLC, Caterpillar, Inc., La Mesa RV Center, Inc and Does 1 through 100. California State Superior Court, County of Kern
11/28/07	0512R16	Deposition	Appearing for Plaintiff Jennifer Choi; Gregory Hansel, Preti Flaherty and Stewart Tabak Bridgestone Tire	In the matter of Jennifer Choi v. Budget Rent A Car System, Inc., Cendant Car Rental Group, Inc., Bridgestone Firestone, Canada, and Bridgestone Firestone North America. California State Superior Court, County of San Joaquin Case No.: CV025193