

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

**RICHARD PRICE, AN INDIVIDUAL;
AND MICKEY SHACKELFORD, AN
INDIVIDUAL, Appellants/Cross-
Respondents**

vs

**PEGGY CAIN, AN INDIVIDUAL;
JEFFREY CAIN, AN INDIVIDUAL;
AND HELIOPS INTERNATIONAL,
LLC, AN OREGON LIMITED
LIABILITY COMPANY,
Respondent/Cross-Appellants**

Electronically Filed
Jan 08 2020 01:45 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court Case No. 80273
District Court Case No. 11-CV-0296

**DOCKETING STATEMENT
CIVIL APPEALS**

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately, and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions

appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d. 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District: 9th Department: II
County: Douglas Judge: Thomas Gregory
District Ct. Case No. 11-CV-0296

2. **Attorney Filing this Docketing Statement:**

Attorney: Michael L. Matuska Telephone: (775) 350-7220
Firm: Matuska Law Offices, Ltd.
Address: 2310 South Carson Street, Suite 6
Carson City NV 89701

Client(s): Peggy Cain, an Individual, Jeffrey Cain, an Individual; and HeliOps International, LLC, an Oregon Limited Liability Company.

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. **Attorney(s) Representing Respondent(s):**

Attorney: Mark Forsberg, Esq. Telephone: (775) 301-4250
Firm: Oshinski & Forsberg, Ltd.
Address: 504 E. Musser St., Suite 202
Carson City, NV 89701

Client(s): Richard Price; Mickey Shackelford

(List additional counsel on separate sheet if necessary)

4. **Nature of Disposition Below (check all that apply):**

- | | |
|--|---|
| <input type="checkbox"/> Judgment After Bench Trial | |
| <input type="checkbox"/> Judgment After Jury Verdict | <input checked="" type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Summary Judgment | <input type="checkbox"/> Lack of Jurisdiction |
| <input type="checkbox"/> Default Judgment | <input type="checkbox"/> Failure to State a Claim |
| <input type="checkbox"/> Grant/Denial of | <input type="checkbox"/> Failure to Prosecute |
| NRCP 60(b) Relief | <input checked="" type="checkbox"/> Other (specify): |
| <input type="checkbox"/> Grant/Denial of Injunction | <u>Plaintiff/Respondent's</u> |
| <input type="checkbox"/> Grant/Denial of | <u>motion to dismiss</u> |
| Declaratory Relief | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Review of Agency | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| Determination | <input type="checkbox"/> Other Disposition (specify): _____ |

5. Does this Appeal Raise Issues Concerning Any of the Following? No.

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of Parental Rights

6. Pending and Prior Proceedings in this Court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

Rawson v. District Court (Cain et al.), 133 Nev.Adv.Op. 44 (2017), Dock.# 71548

Cain v. Price, 134 Nev.Adv.Op. 26 (2018), Dock.# 69333, 69889, 70684

Cain v. Rawson, Dock.# 76381

7. Pending and Prior Proceedings in Other Courts. List the case name, number, and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

In re: Jeffrey Scott Edwards and Linda Goodwin Edwards, United States Bankruptcy Court, Middle District of Florida, Jacksonville Division, Case No. 3:13-bk-07108-JAF

In re: DR Rawson, United States Bankruptcy Court, Central District of California, Case No. 8:13-bk-18261-MW

Related adversary Case: *Peggy Cain, Jeffrey Cain, and HeliOps International, LLC v. DR Rawson*, United State Bankruptcy Court, Central District of California – Santa Ana Division, Adv. No.: 8:14-ap-01013-MW.

In re: Margaret Rawson, United States Bankruptcy Court, Central District of California – Santa Ana Division, Case No. 8:15-bk-10719-ES

Related adversary case: *Peggy Cain, Jeffrey Cain, and HeliOps International, LLC, v. Margaret Allen Rawson*, United States Bankruptcy Court, Central District of California – Santa Ana Division, Adv. No.: 8:15-ap-01286-ES.

Appealed to United States District Court, Central District of California, Santa Ana, Case No. 8:16-cv-01694

Appealed to United States Court of Appeal for the Ninth Circuit, Case No. 17-55485

(Abstract of Judgment filed in: *Peggy Cain, Jeffrey Cain, Heli-Ops International, LLC v. DR Rawson et al.*)

8. Nature of the Action. Briefly describe the nature of the action and the result below:

This case involves a fraudulent investment scheme perpetrated by Defendant C4 Worldwide, Inc. and the various individual defendants as its officers and directors. C4 Worldwide entered into a joint venture agreement with the Cains' company, HeliOps International, LLC, whereby HeliOps would finance a \$1,000,000 investment and the parties would share the profits. The Cains' claims include fraud, conversion/diversion of funds, piercing the corporate veil and constructive trust. Hon. Michael P. Gibbons entered a default judgment against DR Rawson, C4 Worldwide, Inc., and Michael K. Kavanagh on May 14, 2013. Joe Baker settled on September 11, 2015. Margaret Rawson was joined to that judgment on February 10, 2014. Hon. Thomas Gregory was appointed to Department II following Judge Gibbons elevation to the Court of Appeals and entered summary judgment in favor of Richard Price and Mickey Shackelford. He also awarded attorney's fees in the amount of \$95,843.56 and costs in the amount of \$7,729.20. Prior to summary judgment, Judge Gregory also denied the Cains' Third Motion to Compel, and ordered them to pay Price and Shackelford \$500. All of those orders were reversed on appeal (See *Cain v. Price*, 134 Nev.Adv.Op. 26 (2018)) and remittitur issued May 7, 2018.

Following remand, the Cains filed a motion for attorney's fees relating to their Third Motion to Compel, which was denied. The Cains also issued new discovery requests that were limited to updating Price and Shackelford's financial information for purposes of punitive damages, as contemplated by *Cain v. Price*, 134 Nev.Adv.Op. 26 (2018), and filed a Motion for Extension of Time on May 30, 2019 to allow such discovery. Judge Gregory denied the motion and issued additional sanctions in the amount of \$2,100. Through it all, Judge Gregory did not order Price and Shackelford to refund the money previously paid by the Cains pursuant to the order denying their Third Motion to Compel (even though the order was reversed) and never ruled on the Cains' dispositive motions that had been pending since 2015, prior to the appeal. Judge Gregory finally scheduled a hearing on the pending motions for August 19, 2019.

Due to the continued delays and the Cains' desire to dedicate themselves to their business, they filed a Motion to Dismiss with Prejudice on September 23, 2019. That motion was granted on November 1, 2019. Price and Shackelford seem to think Judge Gregory should have conditioned dismissal on an award of attorney's fees, and have appealed on that basis. The Cains have cross-appealed from the June 18, 2018 order denying their request for attorney's fees in connection with the Third Motion to Compel, the July 17, 2019 order awarding attorney's fees in connection with the Cains' Motion for Extension of Time, and the November 1, 2019 Order Determining Amount of Attorney's Fees at \$2,100.

9. Issues on Appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

Whether Hon. Thomas W. Gregory committed reversible error when he granted the Cains' Motion to Dismiss with prejudice.

Whether Hon. Thomas W. Gregory committed reversible error when he denied the Cains' Motion for Attorney's Fees in connection with their Third Motion to Compel.

Whether Hon. Thomas W. Gregory committed reversible error when he ordered additional sanctions against the Cains in connection with their Motion for Extension of Time.

10. Pending Proceedings in this Court Raising the Same or Similar Issues. If you are aware of any proceedings presently pending before this court which raise the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issues raised:

No.

11. Constitutional Issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain: _____

12. Other Issues. Does this appeal involve any of the following issues?

- ☐ Reversal of well-settled Nevada precedent (identify the case(s))
- ☐ An issue arising under the United States and/or Nevada Constitutions
- ☐ A substantial issue of first impression
- ☐ An issue of public policy
- ☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions
- ☐ A ballot question

If so, explain: **Finality of judgments.**

13. Assignment to the Court of Appeals or Retention in the Supreme Court.

Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case and include an explanation of their importance or significance.

This matter is not presumptively retained by the Supreme Court.

- 14. Trial.** If this action proceeded to trial, how many days did the trial last? N/A

Was it a bench or jury trial? _____

- 15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice? _____

No.

TIMELINESS OF NOTICE OF APPEAL

- 16. Date of Entry of Written Judgment or Order Appealed from**

June 18, 2018

July 17, 2019

November 1, 2019

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

- 17. Date Written Notice of Entry of Judgment or Order Was Served**

November 7, 2019

Was service by:

☐ Delivery

☒ Mail/Electronic/Fax

18. If the Time for Filing the Notice of Appeal was Tolloed by a Post-Judgment Motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date, and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of Filing: _____

☐ NRCP 52(b) Date of Filing: _____

☐ NRCP 59 Date of Filing: _____

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. *See AA Primo Builders v. Washington*, 126 Nev. ___, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion: _____

(c) Date written notice of entry of order resolving tolling motion was served: _____

Was service by:

☐ Delivery

☐ Mail

19. Date Notice of Appeal Filed

Notice of Appeal (Price and Shackelford) December 6, 2019

Notice of Cross-Appeal (Cains) December 13, 2019

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

20. Specify Statute or Rule Governing the Time Limit for Filing the Notice of Appeal, e.g., NRAP 4(a) or other: _____

NRAP 4(a)(1)

SUBSTANTIVE APPEALABILITY

21. Specify the Statute or Other Authority Granting this Court Jurisdiction to Review the Judgment or Order Appealed From:

(a)

- | | |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input type="checkbox"/> Other (specify): | |

(b) Explain how each authority provides a basis for appeal from the judgment or order:

It is not clear that Price and Shackelford have a right to appeal from an order dismissing the Cains' Third Amended Complaint.

22. List All Parties Involved in the Action in the District Court:

(a) Parties:

Plaintiffs: Peggy Cain, Jeffrey Cain, HeliOps International, LLC

Defendants: DR Rawson, C4 Worldwide, Inc., Richard Price, Joe Baker, Mickey Shackelford, Michael K. Kavanagh, Jeffrey Edwards.

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

Default judgments were entered against DR Rawson, C4 Worldwide, Inc. and Michael K. Kavanagh on May 14, 2013. Joe Baker was dismissed based on a settlement and stipulation on September 11, 2015. Margaret Rawson was added to the judgment on February 14, 2014 and eventually settled based on a stipulation (See Dock.# 71548). Mickey Shackelford and Richard Price are still defending. See *Cain v. Price*, 134 Nev.Adv.Op. 26 (2018), Dock.# 69333, 69889, 70684.

23. Give a Brief Description (3 to 5 words) of Each Party's Separate Claims, Counterclaims, Cross-Claims, or Third-Party Claims, and the Date of Formal Disposition of Each Claim:

Breach of Contract; Fraud; Civil Conspiracy; Negligence; Conversion; Constructive Trust. On February 10, 2014, Hon. Michael P. Gibbons entered an Order adding

Margaret Rawson to the May 14, 2013 Judgment. That Order was set aside by Hon. Thomas Gregory on June 18, 2018.

24. Did the Judgment or Order Appealed From Adjudicate ALL the Claims Alleged Below and the Rights and Liabilities of ALL the Parties to the Action Below?

- ☒ Yes
- ☐ No

25. If You Answered “No” to Question 24, Complete the Following:

- (a) Specify the claims remaining pending below:
- (b) Specify the parties remaining below:
- (c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?
 - ☒ Yes
 - ☐ No
- (d) Did the district court make any express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?
 - ☒ Yes
 - ☐ No

26. If You Answered “No” to Any Part of Question 25, Explain the Basis for Seeking Appellate Review (e.g., order is independently appealable under NRAP 3A(b)):

27. Attach File-Stamped Copies of the Following Documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims, and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of Entry for each attached order

VERIFICATION

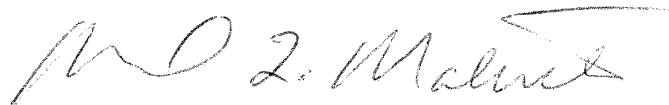
I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information, and belief, and that I have attached all required documents to this docketing statement.

Peggy Cain, Jeffrey Cain
And Heli Ops International, LLC

1-7-2020

Date

Name of Counsel of Record



MICHAEL L. MATUSKA, ESQ.

Nevada, Douglas County
State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 8th day of January, 2020 I served a copy of this completed docketing statement upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Mark Forsberg, Esq.
Oshinski & Forsberg, Ltd.
504 E. Musser St., Suite 202
Carson City, NV 89701

Dated this 8th day of January, 2020.


SUZETTE TURLEY

Exhibit Index
DOCKETING STATEMENT

EXHIBIT	DOCUMENT	NO. OF PAGES
1	Third Amended Complaint (Breach of Contract, Fraud, Negligence, Civil Conspiracy, Conversion, Constructive Trust, Intentional Interference With Contractual Advantage)	10
2	Order Determining Amount of Attorney's Fees to be Paid By Plaintiffs and Directing Payment Thereof	3
3	Order Denying Plaintiffs Motion For Extension of Time	6
4	Order Denying Motion for Attorney Fees	4
5	Notice of Entry of Order – Order Determining Amount of Attorney's Fees to be Paid by Plaintiffs and Directing Payment Thereof	7
6	Notice of Entry of Order – Order Dismissing Third Amended Complaint With Prejudice	10

Exhibit 1

**THIRD AMENDED COMPLAINT (BREACH OF CONTRACT, FRAUD,
NEGLIGENCE, CIVIL CONSPIRACY, CONVERSION, CONSTRUCTIVE
TRUST, INTENTIONAL INTERFERENCE WITH CONTRACTUAL
ADVANTAGE)**

(Docketing Statement)

Exhibit 1

**THIRD AMENDED COMPLAINT (BREACH OF CONTRACT, FRAUD,
NEGLIGENCE, CIVIL CONSPIRACY, CONVERSION, CONSTRUCTIVE
TRUST, INTENTIONAL INTERFERENCE WITH CONTRACTUAL
ADVANTAGE)**

(Docketing Statement)

RECEIVED

MAR 30 2015

FILED

CASE NO.: 11-CV-0296

DEPT. NO.: 11

Douglas County
District Court Clerk

2015 MAR 30 PM 4:31

This document does not contain personal information of any person.

BOBBIE R. WILLIAMS
CLERK

D. HECHMOVICH
DEPUTY

THE NINTH JUDICIAL DISTRICT COURT OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual; JEFFREY CAIN,
an individual; and HELI OPS
INTERNATIONAL, LLC, an Oregon limited
liability company,

Plaintiffs,

v.

D.R. RAWSON, an individual;
C4 WORLDWIDE, INC., a Nevada corporation;
RICHARD PRICE, an individual; JOE BAKER,
an individual; MICKEY SHACKELFORD,
an individual; MICHAEL K. KAVANAGH,
an individual; JEFFREY EDWARDS,
an individual; and DOES 1 through 10, inclusive,

Defendants.

THIRD AMENDED COMPLAINT
(BREACH OF CONTRACT, FRAUD,
NEGLIGENCE, CIVIL CONSPIRACY,
CONVERSION, CONSTRUCTIVE TRUST,
INTENTIONAL INTERFERENCE WITH
CONTRACTUAL ADVANTAGE)

COME NOW Plaintiffs, PEGGY CAIN, JEFFREY CAIN, and HELI OPS
INTERNATIONAL, LLC, ("Plaintiffs"), by and through their counsel of record,
Michael L. Matuska, Matuska Law Offices, Ltd., and hereby allege, aver, and complain as
follows:

I.
PARTIES

1. Plaintiffs Peggy Cain and Jeffrey Cain (collectively the "Cains") are now and at all
times mentioned herein were residents of Douglas County, Nevada.

///

1 2. Plaintiff Heli Ops International, LLC ("Heli Ops") is now and at all times
2 mentioned herein was an Oregon limited liability company, duly organized and existing under the
3 laws of the state of Oregon.

4 3. Defendant C4 Worldwide, Inc. ("C4") is now and at all times mentioned herein was
5 a Nevada corporation, duly organized and existing under the laws of the state of Nevada, which
6 has contractually consented to jurisdiction and venue in Douglas County, Nevada.

7 4. D.R. Rawson ("Rawson") is now and at all times mentioned herein was a resident
8 of Orange County, California, who has contractually consented to jurisdiction and venue in
9 Douglas County, Nevada.

10 5. Defendant Richard Price ("Price") is now and at all times mentioned herein was a
11 resident of Travis County, Texas.

12 6. Defendant Joe Baker ("Baker") is now and at all times mentioned herein was a
13 resident of Williamson County, Texas.

14 7. Defendant Mickey Shackelford ("Shackelford") is now and at all times mentioned
15 herein was a resident of Tulsa County, Oklahoma.

16 8. Defendant Michael K. Kavanagh ("Kavanagh") is now and at all times mentioned
17 herein was a resident of Riverside County, California.

18 9. Defendant Jeffrey Edwards ("Edwards") is now and at all times mentioned herein
19 was a resident of Clay County, Florida.

20 10. The aforementioned individuals are now and at all times referenced herein were
21 officers and/or directors of C4.

22 11. The true names or capacities, whether individual, corporate, associate or otherwise,
23 of the defendants sued herein as Does 1 through 10, inclusive, are unknown to Plaintiffs, who are
24 informed and believe, and thereon allege, that each of these fictitiously named defendants is in
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26
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1 some way liable to Plaintiffs on the causes of action below, and therefore sues these Defendants
2 by such fictitious names. Plaintiffs will move to amend this Complaint and insert the true names
3 and capacities of said fictitiously named defendants when the same have been ascertained.

4 12. Plaintiffs are informed and believe, and thereon allege, that at all times herein
5 mentioned, each actually and fictitiously named defendant was the principal, agent, co-venturer,
6 partner, surety, guarantor, officer, director, and/or employee of each co-defendant and in doing the
7 things herein alleged was acting within the scope of authority and with the permission of each co-
8 defendant or took some part in the acts and omissions hereinafter set forth, and by reason thereof
9 each said defendant is liable to Plaintiffs for the relief prayed herein.
10

11 **II.**
12 **BACKGROUND TO CLAIMS**

13 13. In approximately November 2009, Defendants induced the Cains, through their
14 business Heli Ops, to loan One Million Dollars (\$1,000,000) to C4 for the purpose of enabling C4
15 to acquire Collateralized Mortgage Obligations ("CMOs") with the loan proceeds.

16 14. Based on the inducement, Heli Ops loaned C4 One Million Dollars (\$1,000,000)
17 pursuant to the terms of a Joint Venture Agreement and Promissory Note that obligated C4 to
18 repay Heli Ops Twenty Million Dollars (\$20,000,000) no later than sixty (60) days from the date
19 of the loan. The payment was sent from the Heli Ops principal office in Nevada.
20

21 15. C4 defaulted in its obligations under the loan and has failed to repay any part of it.

22 16. All of the individually named Defendants participated in communications with the
23 Plaintiffs regarding the investments that are the subject of this Complaint, and participated in the
24 inducement for Plaintiffs to make the loan.
25

26 17. By agreement dated February 28, 2010 (the "Settlement Agreement"), Rawson and
27 C4 acknowledged their liability for the amounts due to Plaintiffs in the amount of Twenty Million
28 Dollars (\$20,000,000), together with interest thereon at the rate of nine percent (9%) per annum

1 from December 31, 2009 until paid in full. A copy of the Settlement Agreement setting forth
2 Rawson's and C4's acknowledgement of liability is attached hereto as *Exhibit I*.

3 18. Under the Settlement Agreement, Rawson and C4 promised to pay Plaintiffs the
4 total sum of Twenty Million Dollars (\$20,000,000), plus all accumulated interest, no later than
5 ninety (90) days from February 25, 2010.
6

7 19. Under that same Settlement Agreement, Rawson and C4 agreed that any legal
8 action would be filed in Douglas County, Nevada.

9 20. Rawson and C4 have failed and refused to pay Plaintiffs the Twenty Million Dollar
10 (\$20,000,000) obligation or any part thereof.

11 **III.**
12 **FIRST CLAIM FOR RELIEF**
13 **(Breach of Contract)**

14 21. Plaintiffs incorporate by reference herein the allegations set forth in the preceding
15 paragraphs as if those allegations were repeated in their entirety herein.

16 22. Plaintiffs have satisfied all conditions precedent on their part, or such conditions
17 have been waived or excused, under the February 28, 2010 Settlement Agreement.

18 23. Rawson and C4 have breached the Settlement Agreement by failing to pay the
19 Twenty Millions Dollar (\$20,000,000) obligation owed to Plaintiffs, or any part thereof.
20

21 24. Pursuant to Section 4 of the Settlement Agreement, Plaintiffs are entitled to recover
22 all attorney's fees, costs, and expenses incurred in pursuing this action.

23 25. Plaintiffs are entitled to judgment against Rawson and C4 in the amount of Twenty
24 Million Dollars (\$20,000,000), plus interest at the rate of nine percent (9%) per annum from
25 December 31, 2009 until paid.

26 26. At the time C4 and Rawson executed the Settlement Agreement, each of the
27 individual Defendants knew or should have known that the Settlement Agreement was illusory in
28

1 that C4 was a mere shell corporation with no ability to repay the amounts owed, and Rawson had
2 no intention of repaying the loan.

3 27. Plaintiffs are informed and believe, and thereon allege, that at all times relevant
4 herein C4 was a mere sham and was organized and operated as the alter ego of the individual
5 Defendants named herein for their personal benefit and advantage, in that the individual
6 Defendants have at all times herein mentioned exercised total dominion and control over C4. The
7 individual Defendants and C4 have so intermingled their personal and financial affairs that C4
8 was, and is, the alter ego of the individual Defendants, and should be disregarded. By reason of
9 the failure of C4, each individual Defendant should be and is liable to Plaintiff for the relief prayed
10 for herein.

11 28. Plaintiffs are further informed and believe and on that basis allege that C4 was
12 created for the sole purpose of transacting business with the Plaintiffs and does not conduct any
13 other business; that C4 owns no assets other than assets described in this Complaint; that C4 was
14 never funded or capitalized; and that the individually named defendants have comingled their
15 personal finances with that of C4 and disregarded the corporate entity by taking loans from C4 to
16 pay personal expenses.

17 **IV.**
18 **SECOND CLAIM FOR RELIEF**
19 **(Fraud)**

20 29. Plaintiffs incorporate by reference herein the allegations set forth in the preceding
21 paragraphs as if those allegations were repeated in their entirety herein.

22 30. All of the individually named Defendants created a false perception regarding C4
23 and Rawson, including their experience, professionalism, and expertise in financial matters.

24 31. Defendants, and each of them created this false perception in order obtain funds
25 from Plaintiffs.
26
27
28

1 32. The inducement included in large part promotional materials and resumes of all of
2 the individually named Defendants, including Rawson, Price, Baker, Shackelford, Kavanagh and
3 Edwards.

4 33. The Defendants knowingly allowed Rawson to misrepresent to Plaintiffs the
5 intended use of the loaned funds, the likelihood of obtaining the dramatic returns necessary to
6 satisfy the obligation to Plaintiffs, and his experience and capabilities in order to induce Plaintiffs
7 to advance the loaned funds in the first place and to subsequently induce Plaintiffs to continue to
8 defer taking legal action against Rawson and C4 thereafter.

9 34. The Defendants knowingly allowed Rawson to further facilitate or allow the waste
10 and improper disposition of the collateral acquired with the loaned funds, the CMOs.

11 35. Plaintiffs reasonably relied on Defendants' representations and were unaware of
12 their true intentions.

13 36. Plaintiffs are entitled to a judgment against the Defendants, and each of them,
14 jointly and severally, in the amount of Twenty Millions Dollars (\$20,000,000), plus interest at the
15 rate of nine percent (9%) per annum from December 31, 2009 until paid in full.

16 37. Plaintiffs are further entitled to an award of punitive and exemplary damages as a
17 result of the Defendants' fraudulent conduct.

18
19
20
21 V.
22 **THIRD CLAIM FOR RELIEF**
23 **(Civil Conspiracy)**

24 38. Plaintiffs incorporate by reference herein the allegations set forth in the preceding
25 paragraphs as if those allegations were repeated in their entirety herein.

26 39. Defendants Rawson, Baker, Price, Shackelford, Edwards, and Kavanagh conspired
27 and knowingly participated in and/or lent their names to a fraudulent scheme to induce Plaintiffs
28 to loan funds in the first instance, and then to defer from taking legal action thereafter.

VI.
FOURTH CLAIM FOR RELIEF
(Negligence)

41. Plaintiffs incorporate by reference herein the allegations set forth in the preceding paragraphs as if those allegations were repeated in their entirety herein.

42. C4 and each of the individually named defendants, as officers and directors of C4, owed a duty of care to creditors and co-venturers of C4, including Plaintiffs.

43. If and to the extent any of the named Defendants did not participate in the transactions alleged herein, then they breached their legal duty as officers and directors of C4 to monitor the business activities of C4 and the other individuals involved to prevent C4 from being used for improper purposes and to prevent damage to Plaintiffs.

44. As a result of the foregoing wrongful conduct of the Defendants, and each of them, Plaintiffs have been damaged in an amount to be proved at trial in excess of \$10,000.

VII.
FIFTH CLAIM FOR RELIEF
(Conversion)

45. Plaintiffs incorporate by reference herein the allegations set forth in the preceding paragraphs as if those allegations were repeated in their entirety herein.

46. The Joint Venture Agreement provided in pertinent part:

4.04 JVP Compensation. The first twenty million USD (\$20,000,000) received from the proceeds and profits leveraging the CMOs in international trade will go to the JVP on a priority basis prior to any disbursements to C4WW.

III

111

1 10.01 Books and Records. The Joint Venture shall keep adequate
2 books and records at its place of business, setting forth a true and correct
3 account of all business transactions arising out of and in connection with
4 the conduct of the joint venture.

5 10.02 Joint bank account. The funds loaned to C4WW will be
6 held in a separate checking account from all other C4WW funds. The JVP
7 and C4WW will jointly own a bank account where the proceeds of the
8 loan will be held, used and administered as determined by this Agreement.
9 Pursuant to 5.01 above, C4WW will administer and control the joint
10 checking account.

11 10.03 Proof of Funds. All monies received from the JVP as a
12 loan to C4WW shall be kept in a separate checking account from all other
13 C4WW funds, see 10.02 above. The JVP will be able to view the account
14 balance online via the internet at any time from any internet and computer
15 enabled location.

16 47. In addition to the foregoing, Defendants promised and agreed on multiple
17 occasions to surrender C4's interest in the CMOs to the Plaintiffs.

18 48. In contravention of the foregoing, the funds loaned to C4 were not placed in a
19 checking account separate from all other C4 funds, but rather, were placed in C4's Wells Fargo
20 checking account no. xxxxxx177 from where over \$400,000 of the funds were diverted as
21 payments or loans to the individual defendants.

22 49. The CMOs earned dividends (interest payments) of approximately \$17,000 per
23 month.

24 50. Also in contravention of the foregoing, the dividends were not paid to the Plaintiffs,
25 but rather were diverted for the benefit of the Defendants.

26 51. Also in contravention of the foregoing, Defendants entered into various agreements
27 to pool, transfer and sell the CMOs without approval or consent of the Plaintiffs.

28 52. The foregoing acts constitute a distinct exercise of dominion and control by the
Defendants, and each of them, over Plaintiffs' CMOs and other funds and money belonging to the
Plaintiffs.

1 53. Defendants' acts of dominion and control are in denial of and inconsistent with
2 Plaintiffs title and rights to the amount loaned to C4, the CMOs and the proceeds derived
3 therefrom.

4 54. Defendants' acts of dominion and control are in derogation, exclusion and defiance
5 of Plaintiffs' title and rights.

6 55. Plaintiffs are entitled to a judgment against the Defendants, and each of them,
7 jointly and severally, in the amount of Twenty Millions Dollars (\$20,000,000), plus interest at the
8 rate of nine percent (9%) per annum from December 31, 2009 until paid in full.

9 56. Plaintiffs are further entitled to an award of punitive and exemplary damages as a
10 result of the Defendants' fraudulent conduct.

11
12 **VIII.**
13 **EIGHTH CLAIM FOR RELIEF**
14 **(Constructive Trust)**

15 57. Plaintiffs incorporate by reference herein the allegations set forth in the preceding
16 paragraphs as if those allegations were repeated in their entirety herein.

17 58. A confidential and/or fiduciary relationship existed between the Plaintiffs and the
18 Defendants.

19 59. The retention by the Defendants of any of the CMOs, amounts diverted from the
20 Plaintiffs' loan or dividends due to the Plaintiffs, and/or any proceeds derived therefrom, would be
21 inequitable.

22 60. The imposition of an actual and/or constructive trust is therefore essential to the
23 effectuation of justice.

24
25 **IX.**
26 **NINTH CLAIM FOR RELIEF**
27 **(Intentional Interference with Contractual Relations)**

28 61. Plaintiffs incorporate by reference herein the allegations set forth in the preceding

1 paragraphs as if those allegations were repeated in their entirety herein.

2 62. The Joint Venture Agreement is a valid contract.

3 63. Defendants, and each of them, knew of the Joint Venture Agreement.

4 64. Defendants committed intentional acts, as described above, intended to or designed
5 to disrupt the Joint Venture Agreement.

6 65. There was an actual disruption of the Joint Venture Agreement.

7 66. Plaintiffs sustained damages as a result of the disruption of the Joint Venture
8 Agreement in an amount in excess of \$10,000.

9 WHEREFORE, Plaintiffs Peggy Cain, Jeffrey Cain, and Heli Ops pray for judgment
10 against Defendants as follows:

11 1. For compensatory damages against all Defendants, jointly and severally, in the
12 amount of \$20,000,000, together with interest at the rate of nine percent (9%) per annum from
13 December 31, 2009 until paid in full.

14 3. For punitive damages against all Defendants in an amount to be determined at trial
15 due to the fraudulent conduct described elsewhere in the Complaint.

16 4. For the imposition of an actual and/or constructive trust.

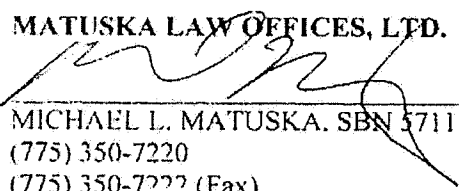
17 5. For the cost of suit and attorney's fees.

18 6. For such other and further relief as the Court deems just in the premises.

19 Respectfully submitted.

20 Dated this 30 day of March 2015.

21 MATUSKA LAW OFFICES, LTD.

22 
23 MICHAEL L. MATUSKA, SBN 5711

24 (775) 350-7220

25 (775) 350-7222 (Fax)

26 Attorneys for Plaintiffs

Exhibit 2

**ORDER DETERMINING AMOUNT OF ATTORNEY'S FEES TO BE PAID
BY PLAINTIFFS AND DIRECTING PAYMENT THEREOF
(Docketing Statement)**

Exhibit 2

**ORDER DETERMINING AMOUNT OF ATTORNEY'S FEES TO BE PAID
BY PLAINTIFFS AND DIRECTING PAYMENT THEREOF
(Docketing Statement)**

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NOV - 1 2019

FILED

1 Case No. 11-CV-0296

Douglas County
District Court Clerk

2 Dept. No. II

2019 NOV -1 PM 4:44

WILLIAMS
CLERK

A. NEWTON
DEPUTY

6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF DOUGLAS

8
9 PEGGY CAIN, an individual;
10 JEFFREY CAIN, an individual;
11 and HELI OPS INTERNATIONAL,
12 LLC, and Oregon limited
13 liability company,

14 Plaintiffs,

15 vs.

ORDER DETERMINING AMOUNT OF
ATTORNEY'S FEES TO BE PAID
BY PLAINTIFFS AND DIRECTING
PAYMENT THEREOF

16 D.R. RAWSON, an individual; C4
17 WORLDWIDE, INC., a Nevada
18 corporation; RICHARD PRICE, an
19 individual; JOE BAKER, an
20 individual; MICKEY SHACKELFORD,
21 an individual; MICHAEL K.
22 KAVANAGH, an individual;
23 JEFFREY EDWARDS, an individual;
24 and DOES 1 through 10,
25 inclusive,

26 Defendants.

27
28 On July 17, 2019, the Court entered an *Order Denying*
29 *Plaintiffs' Motion for Extension of Time*. The Court awarded
30 Defendants Price and Shackelford reasonable attorney's fees, as a
31 sanction, for their efforts in opposition the motion. *Id.* at p.
32 5. The Courts findings are not repeated herein.

33 Defendants were ordered to file and serve documentation in
34 support of the amount of fees requested. *Id.* Defendants did so
35 in a brief styled *Motion for Attorney's Fees as a Sanction (NRCP*

1 11). Plaintiffs filed an opposition and Defendants filed a reply.
2 Defendants support the amount of fees requested by affidavit
3 and billing statements. Plaintiffs submit that some of the
4 billing entries were for efforts unrelated to Defendants'
5 opposition to the motion in question. Defendants reply that to
6 the extent time spent by counsel was tangentially related, the
7 attorney's fees are justified as a fine.

8 The Court has considered the factors supplied by *Brunzell v.*
9 *Golden Gate Nat'l Bank*, 85 Nev. 345, 349 (1969) in evaluating the
10 amount of fees requested by Defendants. Counsel for Defendants
11 advocated against the underlying motion by filing a seven-page
12 opposition together with an affidavit of counsel. Counsel's
13 efforts were of sufficient character and quality to successfully
14 defeat the motion. Some of the billed time was, however, only
15 tangentially related to opposing the motion. Defendants did not
16 request a fine and a fine was not assessed by the Court.

17 The Court finds that billing entries for 6/5/2019, 6/10/2019,
18 6/11/2019 and 7/18/2019, for both Defendants Price and
19 Shackelford, best exemplify the time directly spent on opposing
20 the motion. The amount of time was reasonable as was the hourly
21 rate given the qualifications and experience of counsel.

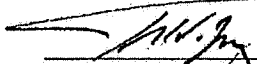
22 Good cause appearing,

23 IT IS HEREBY ORDERED that the amount of attorney's fees
24 payable by Plaintiffs to Defendants Price and Shackelford is set
25 at \$2,100.00. Plaintiffs shall remit said amount to counsel for
26 Defendants Price and Shackelford by November 18, 2019, at 1:30
27 p.m.

28 ///

1 IT IS FURTHER ORDERED that Plaintiffs shall appear before the
2 Court for a status hearing on November 18, 2019, at 1:30 p.m. If,
3 prior to the hearing, Plaintiffs comply with this order and file
4 proof of the same with the Court, the hearing will be vacated.

5 DATED this 1st day of ~~October~~ ^{November}, 2019.

6
7 
8 THOMAS W. GREGORY
9 DISTRICT JUDGE

10
11 Copies served by mail on ~~October~~ ^{November} 1, 2019, addressed to:

12 Michael Matuska, Esq.
13 2310 South Carson Street, #6
14 Carson City, Nevada 89701

15 Mark Forsberg, Esq.
16 504 E. Musser Street, Suite 202
17 Carson City, Nevada 89701

18 
19 Erin C. Plante
20
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22
23
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25
26
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28

Exhibit 3
ORDER DENYING PLAINTIFFS MOTION FOR EXTENSION OF TIME
(Docketing Statement)

Exhibit 3
ORDER DENYING PLAINTIFFS MOTION FOR EXTENSION OF TIME
(Docketing Statement)

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Case No. 11-CV-0296

JUL 17 2019

Dept. No. II

Douglas County
District Court Clerk

2019 JUL 17 PM 3:16

DEBORAH L. WILLIAMS
CLERK

M. BIAGGINI DEPUTY

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual;
JEFFREY CAIN, an individual;
and HELI OPS INTERNATIONAL,
LLC, and Oregon limited
liability company,

Plaintiffs,

vs.

ORDER DENYING PLAINTIFFS'
MOTION FOR EXTENSION OF TIME

D.R. RAWSON, an individual; C4
WORLDWIDE, INC., a Nevada
corporation; RICHARD PRICE, an
individual; JOE BAKER, an
individual; MICKEY SHACKELFORD,
an individual; MICHAEL K.
KAVANAGH, an individual;
JEFFREY EDWARDS, an individual;
and DOES 1 through 10,
inclusive,

Defendants.

THIS MATTER comes before the Court on Plaintiffs' Motion for
Extension of Time, filed May 30, 2019. The motion has been fully
briefed and is ripe for consideration. Good cause appearing, the
Court finds and orders as follows:

Procedural and Factual History

On September 24, 2014, the Court issued a Scheduling Order
designating July 17, 2015 as the discovery deadline. The
Scheduling Order provides, "No extensions or modifications shall

1 be permitted, except by Order of the Court. NRCP 16(b)(3)." *Id.*
2 at p. 3 (no emphasis added).

3 On December 26, 2014, Plaintiffs requested that Defendants
4 Price and Shackelford produce "any and all Form W2s, Form 1099's
5 and any and all personal tax returns for tax years 2009 and 2010."
6 Price and Shackelford objected. Plaintiffs brought a motion to
7 compel. The motion was denied. Plaintiffs successfully appealed.
8 Remittitur issued on May 7, 2018. Post-appeal, Price and
9 Shackelford produced their 2009 and 2010 tax returns.

10 On April 26, 2019, Plaintiffs propounded a discovery request
11 on Price and Shackelford to "provide any and all Form W2s, Form
12 1099s and any and all personal tax returns for tax years 2011 to
13 the present." On or about May 28, 2019, counsel for Defendants
14 Price and Shackelford conferred with counsel for Plaintiffs and
15 voiced an objection.

16 On May 30, 2019, Plaintiffs filed the pending *Motion for*
17 *Extension of Time*. Plaintiffs "move pursuant to DCR 17 and NJDCR
18 10 for an extension of time to allow the additional discovery
19 permitted by *Cain v. Price*, 134 Nev.Adv.Op. 26 (April 12, 2018).
20 Plaintiffs attached as exhibits the April 26, 2019 requests for
21 production noted above. Citing NRCP 26(e), Plaintiffs also claim
22 Defendants have a duty to provide the documentation as a
23 supplement to documents already provided in reference to 2009 and
24 2010 taxes.

25 Defendants Price and Shackelford argue that DCR 17 and NJDCR
26 10 are inapplicable; they have fully complied with the order of
27 the Nevada Supreme Court by producing their 2009 and 2010 tax
28 information; their tax information from 2011 onward should be

1 protected; that NRCP 26(e) does not require them to supplement the
2 previously provided 2009 and 2010 tax information with tax
3 information for 2011 onward; for an award of attorney's fees; and
4 for enforcement of the Court's July 1, 2016 order imposing
5 sanctions on Plaintiffs.

6 Discussion

7 The authorities relied upon by Plaintiffs, DCR 17 and NJDCR
8 10, are plainly inapplicable to Plaintiffs request for an
9 extension of time to allow additional discovery. Plaintiffs'
10 motion stands to be denied on this basis alone.

11 Although not cited by Plaintiffs, the Court has considered
12 whether Plaintiffs have demonstrated good cause to extend the
13 discovery deadline pursuant to NRCP 16(b)(4). In 2014, Plaintiffs
14 specifically requested tax information for the years 2009 and
15 2010. Plaintiffs did not ask for tax information for any other
16 year, including 2011-2014, or even 2009 "to present". Plaintiffs
17 did not move for modification of the *Scheduling Order* prior to the
18 discovery deadline and do not state good cause, let alone any
19 cause, as to why they failed to do so. Plaintiffs waited until
20 May 30, 2019 to request an extension. Plaintiffs' request comes
21 grossly after the close of discovery and one year after
22 remittitur. Inexplicably, Plaintiffs served Defendants with the
23 extremely delinquent additional discovery request without court
24 authorization and before they even filed the motion seeking an
25 extension. Plaintiffs conduct is in direct violation of NRCP 16
26 and the *Scheduling Order*. Plaintiffs have not demonstrated good
27 cause to extend the discovery deadline. In accord, the post-
28 discovery deadline requests propounded by Plaintiffs, as

1 reflected in the exhibits to the motion, were improperly served
2 and are ineffectual.

3 After framing their request for Defendants' 2011 to present
4 tax information as additional discovery, for which they seek an
5 extension of the discovery deadline, Plaintiffs pivot and argue
6 that Defendants are required to provide the documentation pursuant
7 to NRCP 26(e) as being supplemental to the 2009 and 2010 tax
8 documents already provided. Plaintiffs do not claim that the
9 produced 2009 and 2010 tax documents are incomplete or incorrect.
10 NRCP 26(e). Plaintiffs do not state how a specific request for
11 2009 and 2010 tax documents, made in 2014, requires Defendants to
12 produce their tax information for 2011-present. NRCP 26(e) is
13 inapplicable.

14 The Nevada Supreme Court held that Defendants are compelled
15 to produce their 2009-2010 tax information in response to
16 Plaintiffs specific and timely request. Defendants have complied.
17 The Nevada Supreme Court did not order an extension of the
18 discovery deadline or order Defendants to produce 2011-present tax
19 documentation. The Nevada Supreme Court did not give Plaintiffs
20 *carte blanche* to violate court rules and procedure and their
21 affirmance of the July 1, 2016 *Order Granting Attorney's Fees as a*
22 *Sanction (NRCP 11)*, strongly suggests otherwise. Therein,
23 Plaintiffs were ordered to pay Defendants Price and Shackelford
24 \$9,514.00 within 30 days. Three years later, and one year post-
25 remittitur, Plaintiffs have yet to pay.

26 There are multiple authorities warranting another monetary
27 sanction against Plaintiffs. These include NRCP 26, NRCP 16,
28 NJDCR 23, NRCP 16(f)(1)(C), NRCP 37, NRCP 11 and NRS 7.085. By

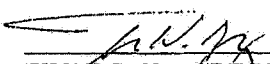
1 propounding an extremely tardy and over burdensome discovery
2 request for personal information and subsequently bringing a
3 frivolous motion to extend the discovery deadline, Plaintiffs have
4 demonstrated an improper purpose. The Court is concerned that
5 prior monetary sanctions have not been paid and have not been
6 effective in deterring Plaintiffs' disregard for court rules and
7 procedure. Further violations may be met with sanctions beyond
8 monetary sanctions, such as those provided in NRCP 37(b)(1).

9 IT IS HEREBY ORDERED that Plaintiffs' Motion for Extension of
10 Time is DENIED.

11 IT IS FURTHER ORDERED that Defendants are awarded reasonable
12 attorney's fees for their efforts to oppose the motion.
13 Defendants shall file and serve documentation in support of the
14 amount of fees requested within 10 judicial days of this order.

15 IT IS FURTHER ORDERED that Plaintiffs shall appear before the
16 Court on July 29, 2019 at 1:30 p.m., to show cause as to why they
17 should not be held in contempt of court for violating the July 1,
18 2016 Order Granting Attorney's Fees as a Sanction (NRCP 11).
19 Contempt is punishable by up to 25 days in jail and a fine of up
20 to \$500. If, prior to the hearing, Plaintiffs comply with the
21 2016 Order Granting Attorney's Fees as a Sanction (NRCP 11) and
22 file proof of compliance, the hearing will be vacated.

23 DATED this 17th day of July, 2019.

24
25 
26 THOMAS W. GREGORY
27 DISTRICT JUDGE
28

1 Copies served by mail on July 17th, 2019, addressed to:

2 Michael Matuska, Esq.
3 2310 South Carson Street, #6
4 Carson City, Nevada 89701

5 Mark Forsberg, Esq.
6 504 Musser Street, Suite 302
7 Carson City, Nevada 89701

8 Erin C. Plante
9 Erin C. Plante

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Exhibit 4
ORDER DENYING MOTION FOR ATTORNEY FEES
(Docketing Statement)

Exhibit 4
ORDER DENYING MOTION FOR ATTORNEY FEES
(Docketing Statement)

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JUN 18 2018

Douglas County
District Court Clerk

2018 JUN 18 AM 11:29

RODIE R. WILLIAMS
CLERK

M. BIAGGINI

Case No. 11-CV-0296

Dept. No. II

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual;
JEFFREY CAIN, an individual;
and HELI OPS INTERNATIONAL,
LLC, and Oregon limited
liability company,

Plaintiffs,

vs.

ORDER DENYING MOTION FOR
ATTORNEY FEES

D.R. RAWSON, an individual; C4
WORLDWIDE, INC., a Nevada
corporation; RICHARD PRICE, an
individual; JOE BAKER, an
individual; MICKEY SHACKELFORD,
an individual; MICHAEL K.
KAVANAGH, an individual;
JEFFREY EDWARDS, an individual;
and DOES 1 through 10,
inclusive,

Defendants.

THIS MATTER comes before the Court on Plaintiffs' Motion for Attorney Fees, filed May 7, 2018. Defendants Price and Schackelford filed an Opposition to Plaintiffs' Motion for Attorney Fees on May 17, 2018. Plaintiffs filed a Reply to Motion for Attorney Fees on May 23, 2018.

The Court having considered the briefs and the record herein, finds and orders as follows:

On March 9, 2015, Plaintiffs filed a motion to compel

1 Defendants Price and Schackelford ("Defendants") to produce their
2 personal W-2's, form 1099's and any and all personal tax returns
3 for the years 2009 and 2010. Defendant's opposed, contending
4 Plaintiffs could not establish the factual predicate for
5 discovering confidential income tax information. *Hetter v.*
6 *District Court*, 110 Nev. 513 (1994). The Court agreed with
7 Defendants and denied Plaintiffs' motion to compel.

8 Plaintiffs appealed. The Nevada Supreme Court reversed,
9 finding that Plaintiffs sufficiently established the factual
10 predicate. *Cain v. Price*, 134 Nev.Adv.Op 26, p. 10 (2018).
11 "While the evidence of the factual predicate might not be "clear
12 and convincing," it does constitute "some factual basis." *Id.*

13 Citing NRCP 37, Plaintiffs request attorney's fees for
14 litigating the motion to compel at the district court level and on
15 appeal. Plaintiffs specifically request "\$4,375 in connection
16 with their Third Motion to Compel in District Court," and \$127,310
17 "for the entire combined cost of the appeal." Defendants are
18 opposed.

19 When granting a motion to compel, a court shall require the
20 opposing party to pay "reasonable expenses incurred in making the
21 motion, including attorney's fees, unless the court finds...that the
22 opposing party's nondisclosure, response or objection was
23 substantially justified, or that other circumstances make and
24 award of expenses unjust." NRCP 37(4)(A).

25 The information requested by Plaintiffs carries particular
26 legal protection. Specifically:

27 ///

28 ///

1 Because of the policy considerations of protecting
2 taxpayer privacy and encouraging the filing of
3 full and accurate tax returns, both state and
4 federal courts have subjected discovery requests
5 for income tax returns to a heightened scrutiny,
6 especially in the context of requests for punitive
7 damages.

8 *Hetter v. District Court*, 110 Nev. 513, 519 (1994).

9 While this state [Nevada] does not recognize
10 a privilege for tax returns or necessarily
11 require that liability for punitive damages be
12 established before discovery of financial
13 condition, public policy suggests that tax
14 returns or financial status not be had for the
15 mere asking. Claims for punitive damages can be
16 asserted with ease and can result in abuse and
17 harassment if their assertion alone entitles
18 plaintiff to financial discovery. See, *Moran v.*
19 *International Playtex, Inc.*, 480 N.Y.S.2d 6, 8
20 (N.Y. App. Div. 1984). We hold that before tax
21 returns or financial records are discoverable on
22 the issue of punitive damages, the plaintiff must
23 demonstrate some factual basis for its punitive
24 damage claim.

25 *Id.* at 520; see also, *Cain v. Price*, 134 Nev. Adv. Op. 26, p. 10
26 (2018).

27 Since the information at issue cannot "be had for the mere
28 asking," Defendants were substantially justified in denying
disclosure pending judicial determination of the factual
predicate. NRCP 37(4)(A). This is particularly so given the
small quantum of evidence supporting the factual predicate. It
would be unjust to award attorney's fees to Plaintiffs under these
circumstances. *Id.* Also, the law does not provide for an award
of attorney's fees incurred on appeal. *Bd. of Gallery of History*
v. Datecs Corp., 116 Nev. 286, 288 (2000).

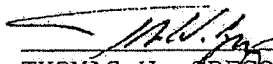
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Good cause appearing,

IT IS HEREBY ORDERED that Plaintiffs' Motion for Attorney
Fees is DENIED.

DATED this 18th day of June, 2018.


THOMAS W. GREGORY
DISTRICT JUDGE

Copies served by mail on June 18th, 2018, addressed to:

Michael Matuska, Esq.
2310 South Carson Street, Suite 6
Carson City, Nevada 89701

Mark R. Forsberg, Esq.
504 E. Musser Street, Suite 302
Carson City, Nevada 89701

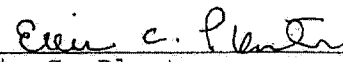

Erin C. Plante

Exhibit 5

**NOTICE OF ENTRY OF ORDER – ORDER DETERMINING AMOUNT
OF ATTORNEY’S FEES TO BE PAID BY PLAINTIFFS AND DIRECTING
PAYMENT THEREOF
(Docketing Statement)**

Exhibit 5

**NOTICE OF ENTRY OF ORDER – ORDER DETERMINING AMOUNT
OF ATTORNEY’S FEES TO BE PAID BY PLAINTIFFS AND DIRECTING
PAYMENT THEREOF
(Docketing Statement)**

MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, Suite 6
Carson City, NV 89701
(775) 350-7220

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NOV - 7 2019

CASE NO.: 11-CV-0296

DEPT. NO.: II

Douglas County
District Court Clerk

FILED

2019 NOV -7 PM 4:06

WILLIAMS

A. NEWTON

This document does not contain personal information of any person.

THE NINTH JUDICIAL DISTRICT COURT OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual; JEFFREY CAIN,
an individual; and HELI OPS
INTERNATIONAL, LLC, an Oregon limited
liability company,

Plaintiffs,

v.

D.R. RAWSON, an individual;
C4 WORLDWIDE, INC., a Nevada corporation;
RICHARD PRICE, an individual; JOE BAKER,
an individual; MICKEY SHACKELFORD,
an individual; MICHAEL K. KAVANAGH,
an individual; and JEFFREY EDWARDS, an
individual; MARGARET RAWSON, an
individual; and DOES 1 - 10, inclusive,

Defendants.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on November 1, 2019, the Court entered its *ORDER DETERMINING AMOUNT OF ATTORNEY'S FEES TO BE PAID BY PLAINTIFFS AND DIRECTING PAYMENT THEREOF* in the above-entitled matter, a copy of which is attached hereto as *Exhibit 1*.

Dated this 6th day of November 2019.

MATUSKA LAW OFFICES, LTD.

By:

MICHAEL L. MATUSKA, SBN 5711
2310 South Carson Street, Suite 6
Carson City, NV 89701
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Matuska Law Offices, Ltd., and that on the 6th day of November 2019, I served a true and correct copy of the preceding document entitled **NOTICE OF ENTRY OF ORDER** as follows:

Mark Forsberg, Esq.
504 E. Musser Street, Suite 202
Carson City, NV 89701

Attorneys for Defendants Richard Price and Mickey Shackelford

☒ **BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully prepaid, an envelope containing the above-identified document(s) at Carson City, Nevada, in the ordinary course of business.

☐ **BY EMAIL ONLY:**

☐ **BY PERSONAL SERVICE:** I personally delivered the above-identified document(s) by hand delivery to the office(s) of the person(s) named above.

☐ **BY FACSIMILE:**

☐ **BY FEDERAL EXPRESS ONE-DAY DELIVERY.**

☐ **BY MESSENGER SERVICE:** I delivered the above-identified document(s) to Reno-Carson Messenger Service for delivery.


SUZETTE TURLEY

Exhibit Index

NOTICE OF ENTRY OF ORDER

EXHIBIT	DOCUMENT	NO. OF PAGES
1	Order Determining Amount of Attorney's Fees to be Paid by Plaintiffs and Directing Payment Thereof	3

Exhibit 1
ORDER DETERMINING AMOUNT OF ATTORNEY'S FEES TO BE PAID BY
PLAINTIFFS AND DIRECTING PAYMENT THEREOF
(Notice of Entry of Order)

Exhibit 1
ORDER DETERMINING AMOUNT OF ATTORNEY'S FEES TO BE PAID BY
PLAINTIFFS AND DIRECTING PAYMENT THEREOF
(Notice of Entry of Order)

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NOV - 1 2019

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1 Case No. 11-CV-0296

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District Court Clerk

2 Dept. No. II

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CLERK WILLIAMS
CLERK

A. NEWTON
DEPUTY

6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF DOUGLAS

8
9 PEGGY CAIN, an individual;
10 JEFFREY CAIN, an individual;
11 and HELI OPS INTERNATIONAL,
12 LLC, and Oregon limited
13 liability company,

14 Plaintiffs,

15 vs.

ORDER DETERMINING AMOUNT OF
ATTORNEY'S FEES TO BE PAID
BY PLAINTIFFS AND DIRECTING
PAYMENT THEREOF

16 D.R. RAWSON, an individual; C4
17 WORLDWIDE, INC., a Nevada
18 corporation; RICHARD PRICE, an
19 individual; JOE BAKER, an
20 individual; MICKEY SHACKELFORD,
21 an individual; MICHAEL K.
22 KAVANAGH, an individual;
23 JEFFREY EDWARDS, an individual;
24 and DOES 1 through 10,
25 inclusive,

26 Defendants.

27
28 On July 17, 2019, the Court entered an *Order Denying*
29 *Plaintiffs' Motion for Extension of Time*. The Court awarded
30 Defendants Price and Shackelford reasonable attorney's fees, as a
31 sanction, for their efforts in opposition the motion. *Id.* at p.
32 5. The Courts findings are not repeated herein.

33 Defendants were ordered to file and serve documentation in
34 support of the amount of fees requested. *Id.* Defendants did so
35 in a brief styled *Motion for Attorney's Fees as a Sanction (NRCP*

1 11). Plaintiffs filed an opposition and Defendants filed a reply.

2 Defendants support the amount of fees requested by affidavit
3 and billing statements. Plaintiffs submit that some of the
4 billing entries were for efforts unrelated to Defendants'
5 opposition to the motion in question. Defendants reply that to
6 the extent time spent by counsel was tangentially related, the
7 attorney's fees are justified as a fine.

8 The Court has considered the factors supplied by *Brunzell v.*
9 *Golden Gate Nat'l Bank*, 85 Nev. 345, 349 (1969) in evaluating the
10 amount of fees requested by Defendants. Counsel for Defendants
11 advocated against the underlying motion by filing a seven-page
12 opposition together with an affidavit of counsel. Counsel's
13 efforts were of sufficient character and quality to successfully
14 defeat the motion. Some of the billed time was, however, only
15 tangentially related to opposing the motion. Defendants did not
16 request a fine and a fine was not assessed by the Court.

17 The Court finds that billing entries for 6/5/2019, 6/10/2019,
18 6/11/2019 and 7/18/2019, for both Defendants Price and
19 Shackelford, best exemplify the time directly spent on opposing
20 the motion. The amount of time was reasonable as was the hourly
21 rate given the qualifications and experience of counsel.

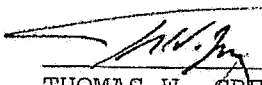
22 Good cause appearing,

23 IT IS HEREBY ORDERED that the amount of attorney's fees
24 payable by Plaintiffs to Defendants Price and Shackelford is set
25 at \$2,100.00. Plaintiffs shall remit said amount to counsel for
26 Defendants Price and Shackelford by November 18, 2019, at 1:30
27 p.m.

28 ///

1 IT IS FURTHER ORDERED that Plaintiffs shall appear before the
2 Court for a status hearing on November 18, 2019, at 1:30 p.m. If,
3 prior to the hearing, Plaintiffs comply with this order and file
4 proof of the same with the Court, the hearing will be vacated.

5 DATED this 1st day of ~~October~~ ^{November}, 2019.

6
7 
8 THOMAS W. GREGORY
9 DISTRICT JUDGE

10
11 Copies served by mail on ~~October~~ ^{November} 1, 2019, addressed to:

12 Michael Matuska, Esq.
13 2310 South Carson Street, #6
14 Carson City, Nevada 89701

15 Mark Forsberg, Esq.
16 504 E. Musser Street, Suite 202
17 Carson City, Nevada 89701

18 
19 Erin C. Plante
20
21
22
23
24
25
26
27
28

Exhibit 6

**NOTICE OF ENTRY OF ORDER – ORDER DISMISSING THIRD
AMENDED COMPLAINT WITH PREJUDICE**

(Docketing Statement)

Exhibit 6

**NOTICE OF ENTRY OF ORDER – ORDER DISMISSING THIRD
AMENDED COMPLAINT WITH PREJUDICE**

(Docketing Statement)

RECEIVED

NOV - 7 2019

FILED

2019 NOV -7 PM 4: 06

CASE NO.: 11-CV-0296 Douglas County
District Court Clerk

DEPT. NO.: II

ROBERT WILLIAMS
CLERK
A. NEWTON
DEPUTY

This document does not contain personal information of any person.

THE NINTH JUDICIAL DISTRICT COURT OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

PEGGY CAIN, an individual; JEFFREY CAIN,
an individual; and HELI OPS
INTERNATIONAL, LLC, an Oregon limited
liability company,

Plaintiffs,

v.

D.R. RAWSON, an individual;
C4 WORLDWIDE, INC., a Nevada corporation;
RICHARD PRICE, an individual; JOE BAKER,
an individual; MICKEY SHACKELFORD,
an individual; MICHAEL K. KAVANAGH,
an individual; and JEFFREY EDWARDS, an
individual; MARGARET RAWSON, an
individual; and DOES 1 - 10, inclusive,

Defendants.

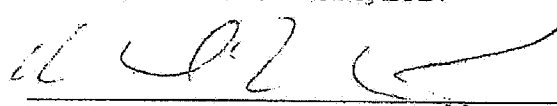
NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on November 1, 2019, the Court entered its *ORDER*
DISMISSING THIRD AMENDED COMPLAINT WITH PREJUDICE in the above-entitled matter,
a copy of which is attached hereto as *Exhibit 1*.

Dated this 6th day of November 2019.

MATUSKA LAW OFFICES, LTD.

By:


MICHAEL L. MATUSKA, SBN 5711
2310 South Carson Street, Suite 6
Carson City, NV 89701
Attorneys for Plaintiffs

MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, Suite 6
Carson City NV 89701
(775) 350-7220

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Matuska Law Offices, Ltd., and that on the 6th day of November 2019, I served a true and correct copy of the preceding document entitled **NOTICE OF ENTRY OF ORDER** as follows:

Mark Forsberg, Esq.
504 E. Musser Street, Suite 202
Carson City, NV 89701

Attorneys for Defendants Richard Price and Mickey Shackelford

☒ **BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully prepaid, an envelope containing the above-identified document(s) at Carson City, Nevada, in the ordinary course of business.

☐ **BY EMAIL ONLY:**

☐ **BY PERSONAL SERVICE:** I personally delivered the above-identified document(s) by hand delivery to the office(s) of the person(s) named above.

☐ **BY FACSIMILE:**

☐ **BY FEDERAL EXPRESS ONE-DAY DELIVERY.**

☐ **BY MESSENGER SERVICE:** I delivered the above-identified document(s) to Reno-Carson Messenger Service for delivery.

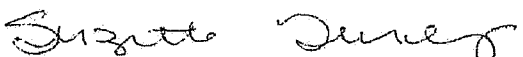

SUZETTE TURLEY

Exhibit Index
NOTICE OF ENTRY OF ORDER

EXHIBIT	DOCUMENT	NO. OF PAGES
1	Order Dismissing Third Amended Complaint with Prejudice	6

Exhibit 1
ORDER DISMISSING THIRD AMENDED COMPLAINT WITH PREJUDICE
(Notice of Entry of Order)

Exhibit 1
ORDER DISMISSING THIRD AMENDED COMPLAINT WITH PREJUDICE
(Notice of Entry of Order)

1 Case No. 11-CV-0296

2 Dept. No. II

RECEIVED

NOV - 1 2019

Douglas County
District Court Clerk

FILED

2019 NOV - 1 PM 4:45

DEPUTY CLERK

A. NEWTON

6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF DOUGLAS

9 PEGGY CAIN, an individual;
10 JEFFREY CAIN, an individual;
11 and HELI OPS INTERNATIONAL,
12 LLC, and Oregon limited
13 liability company,

14 Plaintiffs,

15 vs.

ORDER DISMISSING THIRD
AMENDED COMPLAINT WITH
PREJUDICE

16 D.R. RAWSON, an individual; C4
17 WORLDWIDE, INC., a Nevada
18 corporation; RICHARD PRICE, an
19 individual; JOE BAKER, an
20 individual; MICKEY SHACKELFORD,
21 an individual; MICHAEL K.
22 KAVANAGH, an individual;
23 JEFFREY EDWARDS, an individual;
24 and DOES 1 through 10,
25 inclusive,

26 Defendants.

27
28 THIS MATTER COMES before the Court on *Motion to Dismiss with*
29 *Prejudice*, filed September 23, 2019. The motion has been fully
30 briefed and is ripe for consideration. Good cause appearing, the
31 Court finds and orders as follows:

32 Plaintiffs seek to voluntarily dismiss the *Third Amended*
33 *Complaint* as to remaining Defendants, Richard Price and Mickey
34 Shackelford ("Defendants" herein). Because Defendants have filed
35 answers, Plaintiffs request is made pursuant NRCP 41(a)(2).

1 Defendants do not oppose dismissal with prejudice, but argue
2 said dismissal should be conditioned upon payment of their
3 attorney's fees by Plaintiffs. Plaintiffs are opposed to the
4 condition.

5 Post-answer, a case may be dismissed at the plaintiff's
6 request "only by court order, on terms that the court considers
7 proper." NRCP 41(a)(2). Defendants represent that no reported
8 Nevada case has construed this portion of the rule and point the
9 Court to federal cases interpreting FRCP 41(a)(2), which is
10 identical to NRCP 41(a)(2). Defendants cite *Steinert v. Winn*
11 *Group, Inc.*, 440 F.3d 1214 (10th Cir. 2006) for the proposition
12 that while attorney's fees and costs should not ordinarily be
13 imposed as a condition of voluntary dismissals with prejudice,
14 attorney's fees and costs may be imposed in exceptional
15 circumstances.

16 Defendants argue the existence of exceptional circumstances
17 in this case. The Court now turns to assessing each of the five
18 considerations interposed by Defendants.

19 Defendants first point to NRCP 68(f). While NRCP 68(f)
20 supplies a statutory basis for consideration of an award of
21 attorney's fees and costs where the offeree of a rejected offer of
22 judgment fails to obtain a more favorable judgment, the existence
23 of such circumstances does not equate to exceptional circumstances
24 for the purpose of NRCP 41(a)(2). Even so, the Court would not
25 exercise its discretion to award attorney's fees and costs
26 pursuant to NRCP 68(f).

27 Generally, Plaintiffs' lawsuit, initiated in 2011, seeks
28 redress for \$20,000,000 alleged to be owed to Plaintiffs by

1 Defendants pursuant to a joint venture agreement and/or settlement
2 agreement.

3 On or about April 30, 2015, Defendant Shackelford made an
4 offer of judgment against him in the amount of \$2,500, "including
5 all accrued interest, costs, attorney's fees and any other sums
6 that could be claimed by Plaintiffs. In the event \$2,500 is paid
7 within ten (10) days after acceptance of this offer, Mickey
8 Shackelford instead shall be entitled to dismissal with prejudice
9 of said complaint as a means of avoiding entry of judgment."
10 *Offer of Judgment, Exhibit 1, Opposition to Plaintiffs' Motion to*
11 *Dismiss with Prejudice.*

12 On or about April 30, 2015, Defendant Price made an offer of
13 judgment against him in the amount of \$7,000, "including all
14 accrued interest, costs, attorney's fees and any other sums that
15 could be claimed by Plaintiffs. In the event \$7,000 is paid
16 within ten (10) days after acceptance of this offer, Mickey
17 Shackelford instead shall be entitled to dismissal with prejudice
18 of said complaint as a means of avoiding entry of judgment."
19 *Offer of Judgment, Exhibit 1, Opposition to Plaintiffs' Motion to*
20 *Dismiss with Prejudice.*

21 At the time the foregoing offers of judgment were made, the
22 lawsuit had been pending for four years. Defendants Rawson, C4,
23 Kavanagh and Edwards had defaulted. Plaintiffs had received
24 favorable rulings against the remaining defendants, including an
25 *Order Denying Motion to Dismiss, January 19, 2012, and an Order*
26 *Denying Renewed Motion to Dismiss Regarding Personal Jurisdiction*
27 *or for Summary Judgment, November 20, 2012 (subsequent to the*
28 *offers of judgment, Plaintiffs also successfully reversed an*

1 order granting summary judgment).

2 It is against this backdrop that the Court assesses the
3 factors supplied in *Beattie v. Thomas*, 99 Nev. 579, 588-89 (1983).
4 As indicated in a prior court order and based upon the lawsuit
5 surviving motions to dismiss and for summary judgment, Plaintiffs
6 claims were not brought in bad faith. Defendants' offers of
7 judgment to resolve the \$20,000,000 lawsuit for \$9,500, including
8 interests, costs and attorney's fees, were not reasonable in
9 amount at the time. Plaintiffs' rejection of the offers was not,
10 at the time, grossly unreasonable or in bad faith when considering
11 the nature of the claims and the posture of the case. The Court
12 is in no position to assess the reasonableness of the fees sought
13 as the Court does not know the amount of fees requested by
14 Defendants or the nature of the support for said fees.

15 The *Beattie* factors weigh against an award for attorney's
16 fees pursuant to NRCP 68, even if Plaintiffs failed to obtain a
17 more favorable verdict and even if Defendants requested fees were
18 ultimately deemed reasonable. *Frazier v. Drake*, 131 Nev. 632, 642
19 (2015). Due to this finding, the Court does not assess other
20 aspects of Plaintiffs' opposition to utilizing NRCP 68, such as
21 the import of subsequent offers to settle, although these
22 arguments also appear to favor Plaintiffs.

23 Defendants next argue, as an extraordinary circumstance, that
24 Plaintiffs' claims are not meritorious. Defendants' disagreement
25 with Plaintiffs as to the merits of their claims, is not an
26 extraordinary circumstance. In any event, Plaintiffs have
27 repeatedly and successfully defended against motions to dismiss
28 and motions for summary judgment.

1 Defendants next attack the affidavit of Plaintiff Jeffrey
2 Cain as being disingenuous as to his reasons for volunteering to
3 dismiss with prejudice. Defendants ask the Court to disregard
4 Cain's affidavit.

5 The Court does not question Cain's credibility as to his
6 reasoning to dismiss the case. But even if the Court were to
7 disregard Cain's affidavit, that would not have the effect of
8 creating an extraordinary circumstance warranting the conditioning
9 of the dismissal with prejudice on payment of attorney's fees.

10 Lastly, Defendants argue as an extraordinary circumstance,
11 that Plaintiffs have previously been sanctioned by the Court for
12 violating court rules and orders.

13 Plaintiffs have, on occasion, been sanctioned by the Court
14 for various violations of rules and/or orders unattributed to the
15 merits. For instance, Plaintiffs recently had to pay Defendants
16 \$8,315.50 in attorney's fees as a court-imposed sanction. As
17 another example, on July 17, 2019, and well before Plaintiffs
18 filed the pending motion, the Court awarded Defendants reasonable
19 attorney's fees for their efforts to oppose a motion. *Order*
20 *Denying Plaintiffs' Motion for Extension of Time*. The amount of
21 the fees and the timing of payment is contained in the Court's
22 *Order Determining Amount of Attorney's Fees to be Paid by*
23 *Plaintiffs and Directing Payment Thereof*, entered November 1,
24 2019.

25 Plaintiffs have already been penalized for their violations.
26 Plaintiffs' violations are not so pervasive in nature and kind as
27 to create an extraordinary circumstance for the purpose of NRCP
28 41. The Court finds it proper, however, to condition dismissal

1 on payment of the outstanding sanction in the manner ordered.

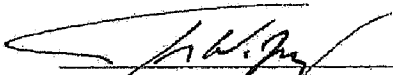
2 NRCP 41(a)(2).

3 IT IS HEREBY ORDERED Plaintiffs' Third Amended Complaint is
4 DISMISSED WITH PREJUDICE, conditioned upon Plaintiffs' compliance
5 with the November 1, 2019 Order Determining Amount of Attorney's
6 Fees to be Paid by Plaintiffs and Directing Payment Thereof.

7 DATED this 13th day of November, 2019.

8

9


THOMAS W. GREGORY
DISTRICT JUDGE

10

11 Copies served by mail/messenger/hand delivered on November 1,
12 2019, addressed to:

13 Michael Matuska, Esq.
14 2310 South Carson Street, #6
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16 Mark Forsberg, Esq.
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Erin C. Plante

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