

# IN THE SUPREME COURT OF THE STATE OF NEVADA

RUTH COHEN, an individual, )  
 )  
 Appellant/Cross-Respondent, )  
 )  
 v. )  
 )  
 PAUL PADDA, et al. )  
 )  
 Respondents/Cross-Appellants. )  
 \_\_\_\_\_ )

Supreme Court Case No. 81018  
 (Consolidated with Supreme Court Case No. 81172)  
 Elizabeth A. Brown  
 Clerk of Supreme Court  
 On Appeal from District Court  
 Case No. A-19-792599-B

Electronically Filed  
 Dec 09 2020 02:51 p.m.

## JOINT APPENDIX (VOL. 1)

TAB	VOL.	DOCUMENT	DATE	PAGES
23	10	Appendix of Exhibits to Defendants' Motion for Attorneys' Fees	March 11, 2020	2004-2164
10	5-7	Appendix of Exhibits to Defendants' Motion for Sanctions Against Plaintiff on An Order Shortening Time <b>FILED UNDER SEAL</b>	January 16, 2020	0891-1400 <b>(891-1096 Vol. 5)</b> <b>(1097-1317 Vol. 6)</b> <b>(1318-1400 Vol. 7)</b>
6	2-3	Appendix of Exhibits to Defendants' Motion for Summary Judgment <b>FILED UNDER SEAL</b>	December 18, 2019	0188-0627 <b>(188-408 Vol. 2)</b> <b>(409-627 Vol. 3)</b>
31	15	Appendix to Defendants' Reply in Support of Motion for Attorneys' Fees	April 9, 2020	3100-3226
00	1	Case Summary from District Court	N/A	0001-0057
1	1	Complaint	April 9, 2019	0058-0077

<b>TAB</b>	<b>VOL.</b>	<b>DOCUMENT</b>	<b>DATE</b>	<b>PAGES</b>
<b>22</b>	<b>10</b>	Defendants' Motion for Attorneys' Fees	March 11, 2020	1976-2003
<b>21</b>	<b>9</b>	Defendants' Motion for Attorneys' Fees on an Order Shortening Time for Hearing	March 10, 2020	1795-1975
<b>9</b>	<b>5</b>	Defendants' Motion for Sanctions Against Plaintiff on an Order Shortening Time for Hearing <b>REDACTED</b>	January 16, 2020	0864-0890
<b>5</b>	<b>1</b>	Defendants' Motion for Summary Judgment <b>FILED UNDER SEAL</b>	December 18, 2019	0154-0187
<b>20</b>	<b>9</b>	Defendants' Opposition to Plaintiff's Motion for Reconsideration	March 6, 2020	1738-1794
<b>15</b>	<b>8</b>	Hearing Transcript for Defendants' Motion for Summary Judgment	January 27, 2020	1685-1696
<b>29</b>	<b>15</b>	Notice of Appeal	April 8, 2020	3055-3082
<b>34</b>	<b>15</b>	Notice of Cross-Appeal	May 11, 2020	3238-3248
<b>33</b>	<b>15</b>	Notice of Entry of Order Denying Defendants' Motion for Attorneys' Fees	April 30, 2020	3231-3237
<b>16</b>	<b>8</b>	Notice of Entry of Order Denying Motion for Sanctions and Awarding Attorney's Fees	February 3, 2020	1697-1702
<b>28</b>	<b>15</b>	Notice of Entry of Order Denying Plaintiff's Motion for Reconsideration	March 31, 2020	3046-3054

TAB	VOL.	DOCUMENT	DATE	PAGES
18	8	Notice of Entry of Order Granting Defendants' Motion for Summary Judgment	February 18, 2020	1713-1726
32	15	Order Denying Defendants' Motion for Attorneys' Fees	April 29, 2020	3227-3230
27	15	Order Denying Plaintiff's Motion for Reconsideration	March 31, 2020	3040-3045
17	8	Order Granting Defendants' Motion for Summary Judgment	February 18, 2020	1703-1712
2	1	Paul Padda Answer to Complaint	May 10, 2019	0078-0105
3	1	Paul Padda Law, PLLC's Answer to Complaint	May 10, 2019	0106-0126
26	11-14	Plaintiff's Appendix of Exhibits to Opposition to Defendants' Motion for Attorneys' Fees <b>FILED UNDER SEAL</b>	March 25, 2020	2188-3039 <b>(2188-2416 Vol. 11)</b> <b>(2417-2650 Vol. 12)</b> <b>(2651-2880 Vol. 13)</b> <b>(2881-3039 Vol. 14)</b>
12	7	Plaintiff's Appendix of Exhibits to Opposition to Defendants' Motion for Sanctions Against Plaintiff on an Order Shortening Time <b>FILE UNDER SEAL</b>	January 21, 2020	1426-1544
8	4	Plaintiff's Appendix of Exhibits to Opposition to Defendants' Motion for Summary Judgment <b>FILED UNDER SEAL</b>	January 10, 2020	0660-0863

<b>TAB</b>	<b>VOL.</b>	<b>DOCUMENT</b>	<b>DATE</b>	<b>PAGES</b>
<b>19</b>	<b>8</b>	Plaintiff's Motion for Reconsideration of Order Granting Defendants' Motion for Summary Judgment; Judgment	February 21, 2020	1727-1737
<b>25</b>	<b>10</b>	Plaintiff's Opposition to Defendants' Motion for Attorneys' Fees	March 25, 2020	2174-2187
<b>11</b>	<b>7</b>	Plaintiff's Opposition to Defendants' Motion for Sanctions Against Plaintiff on an Order Shortening Time	January 21, 2020	1401-1425
<b>7</b>	<b>4</b>	Plaintiff's Opposition to Defendants' Motion for Summary Judgment	January 10, 2020	0628-0659
<b>24</b>	<b>10</b>	Plaintiff's Reply in Support of Motion for Reconsideration of Order Granting Defendants' Motion for Summary Judgment; Judgment	March 16, 2020	2165-2173
<b>4</b>	<b>1</b>	Plaintiff's Response to Defendants' Request for Admissions (First Set)	October 28, 2019	0127-0153
<b>13</b>	<b>8</b>	Reply in Support of Defendants' Motion for Sanctions Against Plaintiff on an Order Shortening Time for Hearing	January 21, 2020	1545-1653
<b>14</b>	<b>8</b>	Reply in Support of Defendants' Motion for Summary Judgment	January 24, 2020	1654-1684

<b>TAB</b>	<b>VOL.</b>	<b>DOCUMENT</b>	<b>DATE</b>	<b>PAGES</b>
<b>30</b>	<b>15</b>	Reply in Support of Motion for Attorneys' Fees	April 9, 2020	3083-3099

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**CASE SUMMARY****CASE NO. A-19-792599-B**

**Ruth Cohen, Plaintiff(s)**  
**vs.**  
**Paul Padda, Defendant(s)**

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§  
§

Location: **Department 11**  
 Judicial Officer: **Gonzalez, Elizabeth**  
 Filed on: **04/09/2019**  
 Case Number History:  
 Cross-Reference Case Number: **A792599**  
 Supreme Court No.: **81018**

**CASE INFORMATION**Case Type: **Other Business Court Matters**

Case  
Status: **04/09/2019 Open**


**DATE****CASE ASSIGNMENT****Current Case Assignment**


Case Number A-19-792599-B  
 Court Department 11  
 Date Assigned 04/12/2019  
 Judicial Officer Gonzalez, Elizabeth


**PARTY INFORMATION**

<b>Plaintiff</b>	<b>Cohen, Ruth L.</b>	<i>Lead Attorneys</i> <b>Wakayama, Liane K.</b> <i>Retained</i> 702-656-0808(W)
<b>Defendant</b>	<b>Padda, Paul S.</b>	<b>Peek, Joseph S.</b> <i>Retained</i> 702-669-4600(W)
	<b>Paul Padda Law PLLC</b>	<b>Peek, Joseph S.</b> <i>Retained</i> 702-669-4600(W)
<b>Other</b>	<b>Panish Shea &amp; Boyle LLP</b>	<b>Ravipudi, Rahul</b> <i>Retained</i> 310-477-1700(W)
<b>Special Master</b>	<b>Iglody, Lee</b>	

**DATE****EVENTS & ORDERS OF THE COURT****INDEX****EVENTS**

04/09/2019  Complaint (Business Court)  
 Filed By: Plaintiff Cohen, Ruth L.  
*Complaint*

04/09/2019  Initial Appearance Fee Disclosure  
 Filed By: Plaintiff Cohen, Ruth L.  
*Initial Appearance Fee Disclosure*

04/09/2019  Summons Electronically Issued - Service Pending  
 Party: Plaintiff Cohen, Ruth L.  
*Summons Civil -Paul Padda Law, PLLC*

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# CASE SUMMARY

CASE NO. A-19-792599-B

04/09/2019	 Summons Electronically Issued - Service Pending Party: Plaintiff Cohen, Ruth L. <i>Summons - Civil</i>
04/12/2019	 Notice of Department Reassignment <i>Notice of Department Reassignment</i>
04/25/2019	 Motion for Preferential Trial Setting Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion for Preferential, Firm Trial Setting and Expedited Discovery Schedule on an Order Shortening Time</i>
04/25/2019	 Certificate Filed By: Plaintiff Cohen, Ruth L. <i>Certificate of E-Mailing</i>
04/26/2019	 Affidavit of Service Filed By: Plaintiff Cohen, Ruth L. <i>Affidavit of Service (Paul Padda Law PLLC)</i>
04/26/2019	 Affidavit of Service Filed By: Plaintiff Cohen, Ruth L. <i>Affidavit of Service (Paul S. Padda)</i>
04/26/2019	 Affidavit of Service Filed By: Plaintiff Cohen, Ruth L. <i>Affidavit of Service</i>
05/03/2019	 Response Filed by: Defendant Paul Padda Law PLLC <i>Response to Plaintiff's Motion for Preferential Firm Trial Setting and Expedited Discovery on an Order Shortening Time</i>
05/03/2019	 Initial Appearance Fee Disclosure Filed By: Defendant Paul Padda Law PLLC <i>Initial Appearance Fee Disclosure</i>
05/03/2019	 Disclosure Statement <i>Paul Padda Law, PLLC's NRCP 7.1 Disclosure Statement</i>
05/03/2019	 Joinder <i>Joinder to Paul Padda Law, PLLC's Opposition to Plaintiff's Motion for Preferential, Firm Trial Setting and Expedited Discovery Schedule on an Order Shortening Time</i>
05/03/2019	 Initial Appearance Fee Disclosure Filed By: Defendant Padda, Paul S. <i>Initial Appearance Fee Disclosure</i>
05/09/2019	 Business Court Order <i>Business Court Order</i>
05/10/2019	 Answer <i>Paul S. Padda's Answer to Complaint</i>

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# CASE SUMMARY

CASE NO. A-19-792599-B

05/10/2019	 Answer Filed By: Defendant Paul Padda Law PLLC <i>PAUL PADDA LAW, PLLC s ANSWER TO COMPLAINT</i>
05/13/2019	 Order Granting Filed By: Plaintiff Cohen, Ruth L. <i>Order Granting Motion for Preferential Trial Setting</i>
05/13/2019	 Notice of Entry of Order Filed By: Plaintiff Cohen, Ruth L. <i>Notice of Entry of Order</i>
06/07/2019	 Order Setting Civil Jury Trial, Pre-Trial, and Calendar Call <i>Business Court Scheduling Order and Order Setting Civil Jury Trial, Pre-Trial Conference and Calendar Call</i>
06/11/2019	 Transcript of Proceedings <i>Transcript of Proceedings: Mandatory Rule 16 Conference</i>
06/12/2019	 Notice <i>Notice of Submission of Proposed Stipulated Protective Order</i>
06/13/2019	 Motion for Protective Order Filed By: Defendant Paul Padda Law PLLC <i>(10/24/19 Withdrawn) Paul Padda Law, LLC's Motion for Protective Order Regarding Plaintiff's Subpoenas Duces Tecum</i>
06/13/2019	 Joinder <i>Joinder to Paul Padda Law, LLC's Motion for Protective Order Regarding Plaintiff's Subpoenas Duces Tecum</i>
06/14/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
06/17/2019	 Notice <i>Notice of Submission of Proposed ESI Protocol</i>
06/18/2019	 Errata <i>Errata to Notice of Submission of Proposed ESI Protocol</i>
06/19/2019	 Notice <i>Protocol Governing Production of Electronically Stored Information</i>
06/19/2019	 Notice <i>Stipulated Confidentiality Agreement and Protective order</i>
06/24/2019	 Opposition to Motion For Protective Order Filed By: Plaintiff Cohen, Ruth L. <i>Opposition to Paul Padda, Law LLC's [SIC] Motion for Protective Order Regarding Plaintiff's Subpoenas Duces Tecum</i>
07/08/2019	 Motion for Protective Order Filed By: Plaintiff Cohen, Ruth L.

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# CASE SUMMARY

CASE NO. A-19-792599-B

*Plaintiff's Motion for Protective Order Regarding Plaintiff's Deposition on an Order Shortening Time*

07/10/2019



Reply

Filed by: Defendant Paul Padda Law PLLC  
*Reply in Support of Paul Padda Law, PLLC's Motion for Protective Order Regarding Plaintiff's Subpoenas Duces Tecum*

07/11/2019



Opposition

Filed By: Defendant Padda, Paul S.  
*Defendant Paul S. Padda's Opposition to Plaintiff's Motion for Protective Order re Plaintiff's Deposition on an Order Shortening Time*

07/12/2019



Joinder

Filed By: Defendant Paul Padda Law PLLC  
*Joinder to Paul S. Padda's Opposition to Plaintiff's Motion for a Protective Order Regarding Plaintiff's Deposition*

07/18/2019



Order Granting Motion

Filed By: Plaintiff Cohen, Ruth L.  
*Order Granting Plaintiff's Motion for Protective Order Regarding Plaintiff's Deposition on an Order Shortening Time*

07/18/2019



Supplement

Filed by: Plaintiff Cohen, Ruth L.  
*Plaintiff Ruth L. Cohen's Supplement Regarding Mechanism to Protect Privileged Information*

07/18/2019



Notice of Entry of Order

Filed By: Plaintiff Cohen, Ruth L.  
*Notice of Entry of Order*

07/26/2019



Transcript of Proceedings

*Transcript of Proceedings: Hearing on Motions for Protective Order*

07/26/2019



Transcript of Proceedings

*Transcript of Proceedings: Continued Hearing on Motions for Protective Orders*

08/02/2019



Notice

Filed By: Plaintiff Cohen, Ruth L.  
*Notice of Submission of Proposed Order Appointing Special Master*

08/02/2019



Errata

Filed By: Plaintiff Cohen, Ruth L.  
*Errata to Notice of Submission of Proposed Order Appointing Special Master*

08/02/2019



Notice

*Notice of Submission of Proposed Order Appointing Special Master*

08/05/2019



Substitution of Attorney

Filed by: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  
*Substitution of Attorney*

08/05/2019



Order

Filed By: Defendant Paul Padda Law PLLC

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# CASE SUMMARY

CASE NO. A-19-792599-B

*Order Regarding Motion for Protective Order Regarding Plaintiff's Subpoenas Duces Tecum*

08/05/2019



Stipulation and Order

Filed by: Defendant Padda, Paul S.

*Stipulation and Proposed Order to Extend Time for Expert Disclosures*

08/05/2019



Notice of Entry of Stipulation and Order

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC

*Notice of Entry of Stipulation and Proposed Order to Extend Time for Expert Disclosures*

08/07/2019



Order Appointing Special Master

*Order Appointing Special Master*

08/07/2019



Notice of Entry of Order

Filed By: Plaintiff Cohen, Ruth L.

*Notice of Entry of Order Appointing Special Master*

08/08/2019



Receipt of Copy

Filed by: Plaintiff Cohen, Ruth L.

*Receipt of Copy of Order Appointing Special Master (Eglet Law Group, LLP dba Eglet Adams)*

08/08/2019



Receipt of Copy

Filed by: Plaintiff Cohen, Ruth L.

*Receipt of Copy of Order Appointing Special Master (Panish Shea & Boyle, LLP)*

08/20/2019



Motion for Protective Order

Filed By: Plaintiff Cohen, Ruth L.

*Plaintiff Ruth L. Cohen's Motion for Protective Order Regarding the Deposition of Karla Koutz on an Order Shortening Time*

08/20/2019



Motion to Strike

Filed By: Plaintiff Cohen, Ruth L.

*Plaintiff's Motion to Strike Defendants' Expert Disclosure and Report on an Order Shortening Time*

08/22/2019



Notice of Entry of Order

Filed By: Plaintiff Cohen, Ruth L.

*Notice of Entry of Order Shortening Time and Notice of Hearing on Plaintiff Ruth L. Cohen's Motion for Protective Order Regarding the Deposition of Karla Koutz*

08/22/2019



Notice of Entry of Order

Filed By: Plaintiff Cohen, Ruth L.

*Notice of Entry of Order Shortening Time and Notice of Hearing on Plaintiff's Motion to Strike Defendants' Expert Disclosure and Report*

08/23/2019



Opposition

*Defendants' Opposition to Plaintiff Ruth L. Cohen's Motion for Protective Order Regarding the Deposition of Karla Koutz on an Order Shortening Time*

08/27/2019



Motion for Protective Order

Filed By: Plaintiff Cohen, Ruth L.

*Plaintiff's Motion for Protective Order Regarding Defendants' Subpoena to NP Texas, LLC*

08/27/2019

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# CASE SUMMARY













CASE NO. A-19-792599-B

	 Motion for Protective Order Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion for Protective Order Regarding Defendants' Subpoena to Daniel Kim, CPA, P.C.</i>
08/28/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
09/03/2019	 Opposition to Motion Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants' Opposition to Plaintiff's Motion to Strike Defendants' Expert Disclosure and Report on an Order Shortening Time</i>
09/06/2019	 Opposition to Motion For Protective Order Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants' Opposition to Plaintiff's Motion for Protective Order Regarding Defendants' Subpoena to NP Texas, LLC</i>
09/06/2019	 Opposition to Motion For Protective Order Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants' Opposition to Plaintiff's Motion for Protective Order Regarding Defendants' Subpoena to Daniel Kim, CPA, P.C.</i>
09/10/2019	 Master's Report and Order Filed By: Special Master Iglody, Lee <i>Special Master Report</i>
09/10/2019	 Supplement Filed by: Special Master Iglody, Lee <i>Supplement to Special Master Report</i>
09/11/2019	 Reply in Support Filed By: Plaintiff Cohen, Ruth L. <i>Reply in Support of Plaintiff's Motion to Strike Defendants' Expert Disclosure and Report on an Order Shortening Time</i>
09/12/2019	 Order Shortening Time <i>Application for Order Shortening Time on Hearing For Motions for Protective Order Regarding Defendants Subpoena to NP Texas, LLC and Daniel Kim, CPA</i>
09/16/2019	 Motion for Clarification Filed By: Special Master Iglody, Lee <i>Special Master Motion for Clarification and for Instruction on OST</i>
09/18/2019	 Response Filed by: Plaintiff Cohen, Ruth L. <i>Plaintiff's Response to Special Master Motion for Clarification and for Instructions on OST</i>
09/20/2019	 Response Filed by: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants; Response to Special Master Motion for Clarification and for Instruction on OST</i>
09/23/2019	 Objection <i>Panish Shea &amp; Boyle, LLP's Objection to Special Master's Report and Recommendation on Order Shortening Time</i>

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# CASE SUMMARY

CASE NO. A-19-792599-B

09/23/2019	 Objection <i>Pansih Shea &amp; Boyle, LLP's Objection to Special Master's Report and Recommendation [OST signed and haring set]</i>
09/23/2019	 Order Denying Motion Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Order Denying Motion to Strike Defendants' Expert Disclosure and Report</i>
09/23/2019	 Order Denying Motion Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Order Denying Motion for Protective Order Regarding Defendants' Subpoena to Daniel Kim, CPA, P.C.</i>
09/23/2019	 Order Denying Motion Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Order Denying Motion for Protective Order Regarding Defendants' Subpoena to NP Texas, LLC</i>
09/23/2019	 Transcript of Proceedings <i>Transcript of Proceedings: Hearing on Plaintiff's Motions for Protective Order and Plaintiff's Motion to Strike Expert Report 9/16/19</i>
09/23/2019	 Notice of Entry of Order Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Notice of Entry of Order Denying Motion to Strike Defendants' Expert Disclosure and Report</i>
09/23/2019	 Notice of Entry of Order Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Notice of Entry of Order Denying Motion for Protective Order re Defendants' Subpoena to NP Texas, LLC</i>
09/23/2019	 Notice of Entry of Order Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Notice of Entry of Order Denying Motion for Protective Order re Defendants' Subpoena to Daniel Kim, CPA, P.C.</i>
09/24/2019	 Response Filed by: Plaintiff Cohen, Ruth L. <i>Plaintiff's Response to Panish Shea &amp; Boyle's Objection to Special Master Report and Recommendations on OST</i>
10/04/2019	 Brief <i>Panish Shea &amp; Boye, LLp's Briefing In Response to Special Master Request for Clarification</i>
10/08/2019	 Stipulation and Order Filed by: Other Panish Shea & Boyle LLP <i>Stipulation Between Pansih Shea &amp; Boyle, LLP's and Plaintiff Ruth Cohen Regarding Special Master's Request for Clarification</i>
10/08/2019	 Notice of Appearance Party: Plaintiff Cohen, Ruth L. <i>Notice of Appearance.</i>
10/09/2019	 Notice of Entry of Stipulation and Order

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# CASE SUMMARY















CASE NO. A-19-792599-B

	<p>Filed By: Other Panish Shea &amp; Boyle LLP  <i>Notice of Entry of Stipulation and Order</i></p>
10/10/2019	<p> Motion for Clarification            Filed By: Plaintiff Cohen, Ruth L.  <i>Plaintiff's Request for Hearing on Order Shortening Time on Special Master's Motion for Clarification and for Instruction on OST and Related Briefing</i></p>
10/18/2019	<p> Supplemental            Filed by: Special Master Iglody, Lee  <i>Second Supplemental Special Master Report</i></p>
10/21/2019	<p> Stipulation and Order  <i>Stipulation and Proposed Order Regarding Special Master Review and Production of Certain Documents</i></p>
10/22/2019	<p> Order            Filed By: Plaintiff Cohen, Ruth L.  <i>Order Granting in Part the Special Master's Motion for Clarification and for Instructions for OST</i></p>
10/22/2019	<p> Notice of Entry of Order            Filed By: Plaintiff Cohen, Ruth L.  <i>Notice of Entry of Order</i></p>
10/23/2019	<p> Stipulation and Order  <i>Stipulation and Proposed Order Regarding Plaintiff's NRCP 30(B)(6) Deposition of Defendant Paul Padda Law, PLLC</i></p>
10/24/2019	<p> Order Shortening Time  <i>Defendants' Motion for Protective Order Regarding Plaintiff's Deposition of Defendants on an Order Shortening Time</i></p>
10/24/2019	<p> Notice of Withdrawal of Motion  <i>Notice of Withdrawal of Defendants' Motion for Protective Order Regarding Plaintiff's Deposition of Defendants on an Order Shortening Time for Hearing</i></p>
10/30/2019	<p> Motion to Compel            Filed By: Plaintiff Cohen, Ruth L.  <i>Plaintiff's Motion to Compel Defendants' Production of Documents on Order Shortening Time</i></p>
10/30/2019	<p> Order Shortening Time            Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  <i>Defendants' Motion to Disqualify Plaintiff's Counsel, The Law Firm of Campbell &amp; Williams on an Order Shortening Time for Hearing</i></p>
11/05/2019	<p> Opposition to Motion            Filed By: Plaintiff Cohen, Ruth L.  <i>Plaintiffs' Opposition to Defendants' Motion to Disqualify Plaintiff's Counsel, The Law Firm of Campbell &amp; Williams on an Order Shortening Time for Hearing and Countermotion to Strike.</i></p>
11/05/2019	<p> Opposition to Motion to Compel            Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  <i>Defendants' Opposition to Plaintiff's Motion to Compel Defendants' Production of Documents on an Order Shortening Time</i></p>

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# CASE SUMMARY

CASE NO. A-19-792599-B

11/05/2019	 Appendix <i>Appendix of Exhibits to Defendants' Opposition to Plaintiff's Motion to Compel Defendants' Production of Documents on An Order Shortening Time</i>
11/07/2019	 Notice of Association of Counsel Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Notice of Association of Counsel</i>
11/08/2019	 Transcript of Proceedings <i>Transcript of Proceedings: Hearing on Plaintiff's Motion to Compel and Defendants' Motion to Disqualify Campbell &amp; Williams</i>
11/12/2019	 Status Report <i>Status Report on Paul Padda's Desktop Computer</i>
11/12/2019	 Objection Filed By: Other Panish Shea & Boyle LLP <i>Panish Shea &amp; Boyle, LLP's Objection to Subpoena to Appear for Deposition</i>
11/12/2019	 Certificate <i>Certificate of Compliance Regarding Seth Cogan Communications</i>
11/13/2019	 Affidavit of Service <i>Affidavit of Service of Subpoena to Wayne Price.</i>
11/14/2019	 Response Filed by: Plaintiff Cohen, Ruth L. <i>Plaintiff's Response to Defendants' Status Report</i>
11/14/2019	 Order Shortening Time Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion for Leave to Allow Plaintiff to Take Additional Depositions on an Order Shortening Time</i>
11/15/2019	 Receipt of Copy Filed by: Plaintiff Cohen, Ruth L. <i>Receipt of Copy</i>
11/15/2019	 Opposition to Motion Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Opposition to Plaintiff's Motion for Leave to Allow Plaintiff to Take Additional Depositions on an Order Shortening Time</i>
11/18/2019	 Notice of Entry of Order Filed By: Plaintiff Cohen, Ruth L. <i>Notice of Entry of Order</i>
11/18/2019	 Order Denying Motion Filed By: Plaintiff Cohen, Ruth L. <i>Order Denying Defendants' Motion to Disqualify Plaintiff's Counsel, the Law Firm of Campbell &amp; Williams on an OST</i>
11/22/2019	 Status Report

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**CASE SUMMARY**

**CASE NO. A-19-792599-B**

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  
*Amended Status Report on Paul Padda's Desktop Computer and Flash Drives*

11/26/2019	 Motion for Protective Order Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff Ruth Cohen's Objections to and Motion for Protective Order Regarding Defendants' Amended Notice of Subpoena to Wells Fargo</i>
11/26/2019	 Order Granting Motion Filed By: Plaintiff Cohen, Ruth L. <i>Order Granting Plaintiff's Motion for Leave to Take Additional Depositions on an Order Shortening Time</i>
11/26/2019	 Notice of Entry of Order Filed By: Plaintiff Cohen, Ruth L. <i>Notice of Entry of Order Granting Plaintiff's Motion for Leave to Take Additional Depositions on an Order Shortening Time</i>
11/26/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
11/26/2019	 Stipulation <i>Stipulation and Order Regarding Inspection of Ruth Cohen's Computer</i>
12/02/2019	 Motion to Seal/Redact Records Filed By: Defendant Padda, Paul S. <i>Motion to Seal Exhibit 6 to Defendants' Motion for an Order Shortening Time for Hearing and Opposition to Plaintiff Ruth L. Cohen's Objections to and Motion for Protective Order Regarding Defendants' Amended Notice of Subpoena to Wells Fargo, N.A.</i>
12/02/2019	 Motion <i>Defendants' Motion for an Order Shortening Time for Hearing and Opposition to Plaintiff Ruth L. Cohen's Objections to and Motion for Protective Order Regarding Defendants' Amended Notice of Subpoena to Wells Fargo, N.A.</i>
12/02/2019	 Affidavit of Service Filed By: Plaintiff Cohen, Ruth L. <i>Affidavit of Service of Trial Subpoena to Wayne Price.</i>
12/02/2019	 Affidavit of Service Filed By: Plaintiff Cohen, Ruth L. <i>Affidavit of Service of Trial Subpoena to Jeffrey Appel.</i>
12/03/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
12/03/2019	 Notice of Non Opposition Filed By: Plaintiff Cohen, Ruth L. <i>Notice of Non-Opposition to Motion to Seal Exhibit 6 to Defendants' Motion for an Order Shortening Time for Hearing and Opposition to Plaintiff Ruth L. Cohen's Objections to and Motion for Protective Order Regarding Defendants' Amended Notice of Subpoena to Wells Fargo, N.A.</i>
12/04/2019	 Order Granting Filed By: Plaintiff Cohen, Ruth L.

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# CASE SUMMARY

CASE NO. A-19-792599-B

*Order Granting Plaintiff's Motion to Compel Defendants' Production of Documents on an Order Shortening Time*

12/04/2019



Notice of Entry of Order

Filed By: Plaintiff Cohen, Ruth L.

*Notice of Entry of Order*

12/06/2019



Order Denying Motion

Filed By: Defendant Padda, Paul S.

*Order Denying Motion for Protective Order Regarding Defendants' Subpoena to Wells Fargo, N.A.*

12/09/2019



Order Granting

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC

*Order Granting Motion to Seal Exhibit 6 to Defendants' Motion for an Order Shortening Time for Hearing and Opposition to Plaintiff Ruth L. Cohen's Objections to and Motion for Protective Order Regarding Defendants' Amended Notice of Subpoena to Wells Fargo, N.A.*

12/10/2019



Notice of Entry

Filed By: Defendant Padda, Paul S.

*Notice of Entry of Order Granting Motion to Seal Exhibit 6 to Defendants' Motion for an Order Shortening Time for Hearing and Opposition to Plaintiff Ruth L. Cohen's Objections to and Motion for Protective Order Regarding Defendants' Amended Notice of Subpoena to Wells Fargo, N.A.*

12/10/2019



Notice of Entry

Filed By: Defendant Padda, Paul S.

*Notice of Entry of Order Denying Motion for Protective Order Regarding Defendants' Subpoena to Wells Fargo, N.A.*

12/11/2019



Motion to Compel

Filed By: Plaintiff Cohen, Ruth L.

*Plaintiff's Motion to Compel Wayne Price, Patty Davidson, and Paul Padda to Appear for Their Continued Depositions and to Produce Documents on Order Shortening Time.*

12/13/2019



Opposition to Motion to Compel

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC

*Opposition to Plaintiff's Motion to Compel Wayne Price, Patty Davidson, and Paul Padda to Appear for Their Continued Depositions and to Produce Documents on Order Shortening Time*

12/18/2019



Motion to Seal/Redact Records

Filed By: Defendant Padda, Paul S.

*Motion to Redact Portions of Defendants' Motion for Summary Judgment and Exhibit 39 and to Seal Exhibits 20, 21, 28 and 31*

12/18/2019



Filed Under Seal

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC

*Motion for Summary Judgment*

12/18/2019



Filed Under Seal

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC

*Appendix of Exhibits to Defendant's Motion for Summary Judgment*

12/18/2019



Clerk's Notice of Hearing

*Notice of Hearing*

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# CASE SUMMARY

CASE NO. A-19-792599-B

12/19/2019	 Certificate Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Certificate of Compliance Regarding Wayne Price Documents</i>
12/19/2019	 Order Filed By: Plaintiff Cohen, Ruth L. <i>Order Regarding Plaintiff's Motion to Compel Wayne Price, Patty Davidson, and Paul Padda to Appear for their Continued Depositions and to Produce Documents on Order Shortening Time</i>
12/19/2019	 Notice of Entry of Order Filed By: Plaintiff Cohen, Ruth L. <i>Notice of Entry of Order</i>
12/20/2019	 Motion in Limine Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion in Limine No. 2 to Exclude Evidence Regarding Ms. Cohen's Gaming and Any Use of the Terms "Gambling Addict" or "Gambling Addiction" or Words to that Effect</i>
12/20/2019	 Motion to Seal/Redact Records Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion to Redact or Seal Exhibit 1 to Motion in Limine No. 2 to Exclude Evidence Regarding Ms. Cohen's Gaming and Any Use of the Terms "Gambling Addict" or "Gambling Addiction" or Words to that Effect</i>
12/20/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
12/20/2019	 Motion to Seal/Redact Records Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Motion to Redact Portions of Defendants' Motion in Limine No. 1 and Seal Exhibits 1 - 3</i>
12/20/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
12/20/2019	 Motion in Limine Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion in Limine No. 1 to Exclude Argument, Testimony, or Other Evidence Regarding the Jay Paul Gurian a/k/a Jack Gurian Case</i>
12/20/2019	 Motion in Limine Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion in Limine No. 3 to Exclude Evidence Concerning Allegations, Claims, and Defenses in Ms. Cohen s Unrelated Litigation</i>
12/20/2019	 Motion in Limine Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion in Limine No. 4 to Exclude Privileged Accountant-Client Communications</i>
12/20/2019	 Motion in Limine Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion in Limine No. 5 to Exclude All Evidence and Argument Regarding Ms. Cohen s Political Beliefs and Opinions, Religious Beliefs, Alleged Racism, Bigotry, or Homophobia</i>

# CASE SUMMARY

CASE NO. A-19-792599-B

12/20/2019	 Motion in Limine Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion in Limine No. 6 to Exclude Testimony of Seth Cogan</i>
12/20/2019	 Motion in Limine Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion in Limine No. 7 to Exclude Testimony of Defendants Witnesses the Subjects of Whose Testimony Are Undisclosed and Unknown</i>
12/20/2019	 Motion in Limine Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion in Limine No. 8 Renewing Motion to Strike Robert Vannah as an Expert and Exclude His Report and Testimony</i>
12/20/2019	 Motion in Limine Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants' Motion in Limine No. 2 to Preclude Plaintiff From Offering Evidence and/or Argument Regarding Defendants' Financial Condition During the Initial Liability Phase of Trial</i>
12/20/2019	 Filed Under Seal Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Motion in Limine No 1 Defendants' Motion in Limine To Exclude Evidence 12/20/19 Motion to Seal/Redact Records</i>
12/20/2019	 Motion in Limine Filed By: Defendant Padda, Paul S. <i>Motion in Limine #6 Defendants' Motion in Limine to Exclude Testimony of Jeffrey Appel Regarding Certain Financial Documents</i>
12/20/2019	 Motion in Limine Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Motion in Limine #9 Defendants' Motion in Limine to Exclude the Testimony and Report of Kathleen Annunziata Nicolaidis</i>
12/20/2019	 Filed Under Seal Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion In Limine No. 2 To Exclude Evidence Regarding Ms. Cohen's Gaming And Any Use Of The Terms "Gambling Addict" Or "Gambling Addiction" Or Words To That Effect Per 12/20/19 Motion To Redact Or Seal Exhibit 1 To Motion In Limine No. 2 To Exclude Evidence Regarding Mr. cohen's Gaming And Any Use Of the Terms "Gambling Addict" Or "Gambling Addiction" Or Words To That Effect</i>
12/20/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
12/20/2019	 Motion in Limine <i>Motion in Limine # 4 Defendants' Motion in Limine to Exclude Testimony of Plaintiff's Proposed Summary Witness Kathy Campagna</i>
12/20/2019	 Motion in Limine Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants' Motion in Limine No. 3 to Preclude Plaintiff from Offering Any Evidence of and/or Computation for Unjust Enrichment and Quantum Meruit Damages at Trial</i>

# CASE SUMMARY

CASE NO. A-19-792599-B

12/20/2019	 Motion in Limine <i>Motion in Limine No. 10 - Defendants' Motion in Limine to Exclude Evidence or Testimony Related to Wayne Price's History with Paul Padda Law, PLLC</i>
12/20/2019	 Motion in Limine Filed By: Defendant Padda, Paul S. <i>Motion in Limine No. 13 Defendants' Motion in Limine to Exclude Testimony of Karla Koutz Regarding her Opinion of Paul Padda's Character for Truthfulness</i>
12/20/2019	 Motion in Limine Filed By: Defendant Padda, Paul S. <i>Motion in Limine # 12 Defendants' Motion in Limine to Exclude the Testimony and Report of Michael Holpuch</i>
12/20/2019	 Motion in Limine Filed By: Defendant Padda, Paul S. <i>Motion in Limine # 11 Defendants' Motion in Limine to Exclude Evidence, Testimony of Argument Related to Alleged Health Issues Suffered by Ms. Cohen After September 12,2016</i>
12/20/2019	 Motion to Seal/Redact Records <i>Motion to Redact Portions of Defendants' Motion in Limine No. 8 - Motion to Exclude Evidence and Testimony Related to Specific Instances of Conduct and Testimony of Carey Reno</i>
12/20/2019	 Motion in Limine <i>Motion in Limine No. 8 - Defendants' Motion In Limine to Exclude Evidence and Testimony Related to Specific Instances of Conduct and Testimony of Carey Reno</i>
12/20/2019	 Motion in Limine Filed By: Defendant Padda, Paul S. <i>Motion in Limine # 7 Defendants' Motion in Limine to Exclude Evidence or Testimony of Mr. Padda's Job Performance at the United States Attorney's Office and Clients' Opinions or Experiences</i>
12/20/2019	 Motion in Limine Filed By: Defendant Padda, Paul S. <i>Motion in Limine # 14 Defendants' Motion in Llimine to Exclude Testimony of Lay Witnesses Regarding Whether Plaintiff Trusted Defendant Paul S. Padda, Esq.</i>
12/20/2019	 Motion to Seal/Redact Records <i>Motion to Redact Portions of Defendants' Motion in Limine No. 5 and Seal Exhibits 1 - 2</i>
12/20/2019	 Motion in Limine <i>Motion in Limine No 5 Defendants' Motion in Limine to Exclude Evidence and Testimony Related to Specific Instances of Conduct and Karla Koutz's Hearsay Testimony and Speculation</i>
12/23/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
12/23/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
12/23/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>

# CASE SUMMARY

CASE NO. A-19-792599-B

12/23/2019	 Order Shortening Time Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion to Adopt Plaintiff's Version of the Proposed Jury Questionnaire on an Order Shortening Time</i>
12/23/2019	 Order Shortening Time Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion to Extend Opposition Deadline and Establish Briefing Schedule on Order Shortening Time</i>
12/24/2019	 Opposition <i>Defendants' Opposition to Plaintiff's Motion to Extend Opposition Deadline and Establish Briefing Schedule on Order Shortening Time And Countermotion to Advance Hearing Date on Defendants' Motion for Summary Judgment</i>
12/24/2019	 Errata <i>Errata to Defendants' Opposition to Plaintiff's Motion to Extend Opposition Deadline and Establish Briefing Schedule on Order Shortening Time and Countermotion to Advance Hearing Date on Defendants' Motion for Summary Judgment</i>
12/26/2019	 Opposition and Countermotion Filed By: Defendant Padda, Paul S. <i>Defendants' Opposition to Plaintiff's Motion to Adopt Plaintiff's Version of the Proposed Jury Questionnaire and Countermotion to Adopt Defendants' Version of the Proposed Jury Questionnaire</i>
12/31/2019	 Motion to Compel Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants' Motion to Compel Plaintiff to Produce Certain Documents that are Relevant and Material to This Case on An Order Shortening Time for Hearing</i>
01/02/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
01/02/2020	 Clerk's Notice of Nonconforming Document <i>Clerk's Notice of Nonconforming Document</i>
01/02/2020	 Status Report Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants' Status Report Regarding Jury Questionnaire</i>
01/02/2020	 Motion to Compel Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants' Motion to Compel Plaintiff to Produce Certain Documents that are Relevant and Material to this Case on An Order Shortening Time for Hearing</i>
01/02/2020	 Appendix <i>Appendix of Exhibits to Defendants' Motion to Compel Plaintiff to Produce Certain Documents that are Relevant and Material to this Case on An Order Shortening Time for Hearing</i>
01/06/2020	 Opposition to Motion to Compel Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Opposition to Defendants' Motion to Compel Plaintiff to Produce Certain Documents that are Relevant and Material to this Case on an Order Shortening Time for Hearing</i>

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# CASE SUMMARY

CASE NO. A-19-792599-B

01/07/2020



Reply in Support

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  
*Defendants' Reply In Support of Motion to Compel Plaintiff to Produce Certain Documents that Are Relevant and Material to this Case on An Order Shortening Time for Hearings*

01/10/2020



Status Report

Filed By: Plaintiff Cohen, Ruth L.  
*Status Report Regarding Delivery of Plaintiff's Electronic Devices*

01/10/2020



Opposition to Motion For Summary Judgment

Filed By: Plaintiff Cohen, Ruth L.  
*Plaintiff's Opposition to Defendants' Motion for Summary Judgment*

01/10/2020



Appendix

Filed By: Plaintiff Cohen, Ruth L.  
*Appendix of Exhibits to Plaintiff's Opposition to Defendants' Motion for Summary Judgment (For Filing)*

01/10/2020



Motion to Seal/Redact Records

Filed By: Plaintiff Cohen, Ruth L.  
*Plaintiff's Motion to Redact or Seal Exhibits F, H, and J to Plaintiff's Appendix of Exhibits to Opposition to Defendants' Motion for Summary Judgment*

01/10/2020



Opposition to Motion in Limine

Filed By: Plaintiff Cohen, Ruth L.  
*Plaintiff's Opposition to Defendants' Motion in Limine No. 1 To Exclude Evidence [of Paul Padda's Romantic Relationship with Patty Davidson]*

01/10/2020



Opposition to Motion in Limine

Filed By: Plaintiff Cohen, Ruth L.  
*Plaintiff's Opposition To Defendants' Motion In Limine No. 2 To Preclude Plaintiff From Offering Evidence And/Or Argument Regarding Defendants' Financial Condition During The Initial Liability Phase Of Trial*

01/10/2020



Opposition to Motion in Limine

Filed By: Plaintiff Cohen, Ruth L.  
*Plaintiff's Opposition to Defendants' Motion in Limine No. 4 To Exclude Testimony of Plaintiff's Proposed Summary Witness Kathy Campagna*

01/10/2020



Motion to Seal/Redact Records

Filed By: Plaintiff Cohen, Ruth L.  
*Plaintiff's Motion to Redact or Seal Exhibit 2 to Plaintiff's Opposition to Defendants' Motion in Limine No. 4 to Exclude Testimony of Plaintiff's Proposed Summary Witness Kathy Campagna*

01/10/2020



Opposition to Motion in Limine

*Defendants' Opposition to Plaintiff's Motion in Limine No.1 to Exclude Argument, Testimony, or Other Evidence Regarding the Jay Paul Gurian A/K/A Jack Gurian Case*

01/10/2020



Opposition to Motion in Limine

*Defendants' Opposition to Plaintiff's Motion in Limine No.3 to Exclude Evidence Concerning Allegations, Claims, and Defenses in Ms. Cohen's Unrelated Litigation*

01/10/2020



Opposition to Motion in Limine

Filed By: Plaintiff Cohen, Ruth L.

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# CASE SUMMARY

CASE NO. A-19-792599-B

*Plaintiff's Opposition to Defendants Motion in Limine #5 to Exclude Evidence and Testimony Related to Specific Instances of Conduct and Karla Koutz's Hearsay Testimony and Speculation*

01/10/2020



Motion to Seal/Redact Records

Filed By: Plaintiff Cohen, Ruth L.

*Plaintiff's Motion to Redact or Seal Exhibits 1 and 2 to Plaintiff's Opposition to Defendants Motion in Limine #5 to Exclude Evidence and Testimony Related to Specific Instances of Conduct and Karla Koutz's Hearsay Testimony and Speculation*

01/10/2020



Motion to Seal/Redact Records

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC

*Motion to Redact Portions of Defendants' Opposition to Plaintiff's Motion in Limine No. 4 and Seal Exhibits 1 - 2*

01/10/2020



Opposition to Motion in Limine

*Defendants' Opposition to Plaintiff's Motion in Limine No. 6 to Exclude Testimony of Seth Cogan*

01/10/2020



Opposition to Motion in Limine

*Defendant's Opposition to Plaintiff's Motion In Limine No. 7 to Exclude Testimony of Defendants' Witnesses The Subjects of Whose Testimony Was Undisclosed and Unknown*

01/10/2020



Opposition to Motion in Limine

*Defendants' Opposition to Plaintiff's Motion in Limine No. 8 To Strike Robert Vannah As An Expert and Exclude His Report And Testimony*

01/10/2020



Opposition to Motion in Limine

Filed By: Plaintiff Cohen, Ruth L.

*Plaintiff's Opposition to Defendants' Motion in Limine No. 6 to Exclude Testimony of Jeffrey Appel Regarding Certain Financial Documents*

01/10/2020



Opposition to Motion in Limine

Filed By: Plaintiff Cohen, Ruth L.

*Plaintiff's Opposition to Defendants' Motion in Limine No. 7 to Exclude Evidence or Testimony of Mr. Padda's Job Performance at the United States Attorney's Office and Clients' Opinions or Experiences*

01/10/2020



Opposition to Motion in Limine

Filed By: Plaintiff Cohen, Ruth L.

*Plaintiff's Opposition to Defendants' Motion in Limine No. 9 to Exclude the Testimony and Report of Kathleen Annunziata Nicolaides*

01/10/2020



Opposition to Motion in Limine

Filed By: Plaintiff Cohen, Ruth L.

*Plaintiff's Opposition to Defendants Motion in Limine No. 10 to Exclude Evidence or Testimony Related to Wayne Price's History with Paul Padda Law, PLLC*

01/10/2020



Opposition to Motion in Limine

Filed By: Plaintiff Cohen, Ruth L.

*Plaintiff's Opposition to Defendants Motion in Limine #11 to Exclude Evidence, Testimony of Argument Related to Alleged Health Issues Suffered By Ms. Cohen After September 12, 2016*

01/10/2020



Opposition to Motion in Limine

Filed By: Plaintiff Cohen, Ruth L.

*Plaintiff's Opposition to Defendants' Motion in Limine #12 to Exclude The Testimony and*

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# CASE SUMMARY

CASE NO. A-19-792599-B

Report of Michael Holpuch

01/10/2020	 Opposition to Motion in Limine <i>Plaintiff's Opposition to Defendants' Motion in Limine #14 to Exclude Testimony of Lay Witnesses Regarding Whether Plaintiff Trusted Defendant Paul S Padda Esq</i>
01/10/2020	 Opposition to Motion in Limine Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Opposition to Defendants Motion in Limine #13 to Exclude Testimony of Karla Koutz Regarding Her Opinion of Paul Padda s Character for Truthfulness</i>
01/10/2020	 Motion to Seal/Redact Records Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion to Redact or Seal Exhibit 34 within Exhibit 1 to Plaintiff's Opposition to Defendants Motion in Limine No. 13 to Exclude Testimony of Karla Koutz Regarding Her Opinion of Paul Padda s Character for Truthfulness</i>
01/10/2020	 Opposition to Motion in Limine Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Opposition to Defendants' Motion in Limine No. 3 to Preclude Plaintiff from Offering Evidence and/or Computation for Unjust Enrichment and Quantum Meruit Damages at Trial</i>
01/10/2020	 Opposition to Motion Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Opposition To Plaintiff's Motion In Limine No. 2 To Exclude Evidence Regarding Ms. Cohen's Gaming And Any Use Of The Terms "Gambling Addict" Or "Gambling Addiction" Or Words To That Effect</i>
01/10/2020	 Pre-Trial Disclosure Party: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants Paul S. Padda and Paul Padda Law, PLLC's Pretrial Disclosures Pursuant to NRCP 16.1(a)(3)</i>
01/10/2020	 Opposition to Motion Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Opposition To Plaintiff's Motion In Limine No. 5 To Exclude All Evidence And Argument Regarding Ms. Cohen's Political Beliefs And Opinions, Religious Beliefs, Alleged Racism, Bigotry, Or Homophobia</i>
01/10/2020	 Opposition to Motion in Limine Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Opposition to Defendants' Motion in Limine #8 to Exclude Evidence and Testimony Related to Specific Instances of Conduct and Testimony of Carey Reno</i>
01/10/2020	 Opposition to Motion in Limine Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Opposition To Defendants' Motion In Limine #14 To Exclude Testimony Of Lay Witnesses Regarding Whether Plaintiff Trusted Defendant Paul S. Padda, Esq.</i>
01/10/2020	 Pre-Trial Disclosure Party: Plaintiff Cohen, Ruth L. <i>Plaintiff's Pre-Trial Disclosures Pursuant to NRCP 16.1(a)(3)</i>
01/13/2020	 Filed Under Seal Filed By: Plaintiff Cohen, Ruth L.

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# CASE SUMMARY

CASE NO. A-19-792599-B

*Exhibits To Be Filed Under Seal To Plaintiff's Appendix Of Exhibits To Opposition To Defendants' Motion For Summary Judgment Per 1/10/20 Motion To Redact Or Seal Exhibits F, H, And J To Plaintiff's Appendix Of Exhibits To Opposition To Defendants' Motion For Summary Judgment*

01/13/2020



Filed Under Seal

Filed By: Plaintiff Cohen, Ruth L.

*Exhibits to Be Filed Under Seal To Plaintiff's Opposition To Defendants' Motion In Limine #13 To Exclude Testimony Of Karla Koutz Regarding Her Opinion Of Paul Padda's Character For Truthfulness Per 1/10/20 Motion To Redact Or Seal Exhibit 34 Within Exhibit 1 To Plaintiff's Opposition To Defendants' Motion In Limine #13 To Exclude Testimony Of Karla Koutz Regarding Her Opinion Of Paula Padda's Character For Truthfulness*

01/13/2020



Filed Under Seal

Filed By: Plaintiff Cohen, Ruth L.

*Exhibits To Be Filed Under Seal To Plaintiff's Opposition To Defendants' Motion In Limine #4 To Exclude Testimony Of Plaintiff's Proposed Summary Witness Kathy Campagna Per 1/10/20 Plaintiff's Opposition To Defendants' Motion In Limine #4 To Exclude Testimony Of Plaintiff's Proposed Summary Witness Kathy Campagna*

01/13/2020



Filed Under Seal

Filed By: Plaintiff Cohen, Ruth L.

*Exhibits To Be Filed Under Seal To Plaintiff's Opposition To Defendants' Motion In Limine #5 To Exclude Evidence And Testimony Related To Specific Instances Of Conduct And Karla Koutz's Hearsay Testimony And Speculation Per 1/10/20 Motion To Redact Or Seal Exhibits 1 And 2 To Plaintiff's Opposition To Defendants' Motion In Limine #5 To Exclude Evidence And Testimony Related To Specific Instances Of Conduct And Karla Koutz's Hearsay Testimony And Speculation*

01/14/2020



Notice

*Notice of Submission of Proposed Order Granting Defendants' Motion to Compel Plaintiff's Production of Certain Documents*

01/15/2020



Motion to Seal/Redact Records

*Motion to Redact Portions of Defendants' Motion for Sanctions and to Seal Exhibits 6, 7, and 19*

01/15/2020



Clerk's Notice of Hearing

*Notice of Hearing*

01/15/2020



Transcript of Proceedings

*Transcript of Proceedings: Hearing on Plaintiff's Motion to Adopt Plaintiff's Proposed Jury Questionnaire*

01/15/2020



Stipulation and Order

*Stipulation and Proposed Order to Extend Time to File Joint Pretrial Memorandum*

01/16/2020



Transcript of Proceedings

*Transcript of Proceedings: Hearing on Defendants' Motion to Compel Production of Documents*

01/16/2020



Appendix

*Appendix of Exhibits to Defendants' Motion for Sanctions Against Plaintiff on Order Shortening Time for Hearing*

01/16/2020



Order Shortening Time

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC

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# CASE SUMMARY

CASE NO. A-19-792599-B

*Defendants' Motion for Sanctions Against Plaintiff on An Order Shortening Time for Hearing*

01/16/2020



Filed Under Seal

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC

*Defendants' Motion for Sanctions Against Plaintiff on an Order Shortening Time for Hearing (Per Motion to Redact Portions of Defendants' Motion for Sanctions and to Seal Exhibits 6, 7, and 19; Filed 1/15/2020)*

01/16/2020



Filed Under Seal

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC

*Appendix of Exhibits to Defendants' Motion for Sanctions Against Plaintiff on an Order Shortening Time for Hearing (Per Motion to Redact Portions of Defendants' Motion for Sanctions and to Seal Exhibits 6, 7, and 19; Filed 1/15/2020)*

01/16/2020



Order Granting Motion

Filed By: Plaintiff Cohen, Ruth L.

*Order Granting Defendants' Motion to Compel Plaintiff to Produce Certain Documents that are Relevant and Material to this Case*

01/17/2020



Notice of Entry of Order

Filed By: Plaintiff Cohen, Ruth L.

*Notice of Entry of Order Granting Defendants' Motion to Compel Plaintiff to Produce Certain Documents that are Relevant and Material to this Case*

01/21/2020



Opposition

Filed By: Plaintiff Cohen, Ruth L.

*Plaintiff's Opposition to Defendants Motion for Sanctions Against Plaintiff on and Order Shortening Time*

01/21/2020



Appendix

Filed By: Plaintiff Cohen, Ruth L.

*Plaintiff's Appendix of Exhibits to Opposition to Defendants Motion for Sanctions Against Plaintiff on and Order Shortening Time*

01/21/2020



Motion to Seal/Redact Records

Filed By: Plaintiff Cohen, Ruth L.

*Plaintiff's Motion to Redact or Seal Exhibit 4 to Plaintiff's Appendix of Exhibits to Opposition to Defendants Motion for Sanctions Against Plaintiff on an Order Shortening Time*

01/21/2020



Reply

*Reply In Support Of Defendants' Motion For Sanctions Against Plaintiff On An Order Shortening Time For Hearing*

01/21/2020



Filed Under Seal

Filed By: Plaintiff Cohen, Ruth L.

*Exhibit 4 To Plaintiff's Appendix Of Exhibits To Opposition To Defendants' Motion For Sanctions Against Plaintiff On An Order Shortening Time (To Be Filed Under Seal) Per 1/21/20 Motion To Redact5 Or Seal Exhibit 4 To Plaintiff's Appendix Of Exhibits To Opposition To Defendants' Motion For Sanctions Against Plaintiff On An Order Shortening time*

01/22/2020



Clerk's Notice of Hearing

*Notice of Hearing*

01/24/2020



Motion to Seal/Redact Records

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC

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# CASE SUMMARY

CASE NO. A-19-792599-B

*Motion to Redact Portions of Defendants' Reply In Support of Motion in Limine No. 1 to Exclude Evidence*

01/24/2020



Reply in Support

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  
*Defendants' Reply In Support of Motion In Limine No. 1 to Exclude Evidence*

01/24/2020



Motion to Seal/Redact Records

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  
*Motion to Redact Portions of Defendants' Reply In Support of Motion in Limine No. 5 to Exclude Evidence*

01/24/2020



Reply in Support

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  
*Defendants' Reply in Support of Motion in Limine No. 5 to Exclude Evidence and Testimony Related to Specific Instances of Conduct and Karla Koutz's Hearsay Testimony and Speculation*

01/24/2020



Reply in Support

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  
*Reply in Support of Defendants' Motion in Limine No. 7 to Exclude Evidence or Testimony of Mr. Padda's Job Performance at the United States Attorney's Office and Clients' Opinions or Experiences*

01/24/2020



Reply in Support

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  
*Defendants' Reply in Support of Motion in Limine No.4 to Exclude Testimony of Plaintiff's Proposed Summary Witness Kathy Campagna*

01/24/2020



Reply in Support

Filed By: Plaintiff Cohen, Ruth L.  
*Plaintiff's Reply in Support of Motion in Limine No. 1 to Exclude Argument, Testimony, or Other Evidence Regarding the Jay Paul Gurian a/k/a Jack Gurian Case*

01/24/2020



Reply in Support

Filed By: Plaintiff Cohen, Ruth L.  
*Plaintiff's Reply in Support of Motion in Limine No. 2 to Exclude Evidence Regarding Ms. Cohen's Gaming and Any Use of The Terms "Gambling Addict" or "Gambling Addiction" or Words to That Effect*

01/24/2020



Motion to Seal/Redact Records

Filed By: Plaintiff Cohen, Ruth L.  
*Plaintiff's Motion to Redact or Seal Exhibit 3 and Exhibit 4 to Plaintiff's Reply in Support of Motion in Limine No. 2 to Exclude Evidence Regarding Ms. Cohen's Gaming and Any Use of The Terms "Gambling Addict" or "Gambling Addiction" or Words to That Effect*

01/24/2020



Reply in Support

Filed By: Plaintiff Cohen, Ruth L.  
*Plaintiff's Reply in Support of Motion in Limine No. 3 to Exclude Evidence Concerning Allegations, Claims, and Defenses in Ms. Cohen's Unrelated Litigation*

01/24/2020



Reply in Support

Filed By: Plaintiff Cohen, Ruth L.  
*Plaintiff's Reply in Support of Motion in Limine No. 4 to Exclude Privileged Accountant-Client Communications*

01/24/2020

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# CASE SUMMARY

CASE NO. A-19-792599-B

	 Reply in Support Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Reply in Support of Motion in Limine No. 5 to Exclude all Evidence and Argument Regarding Ms. Cohen's Political Beliefs and Opinions, Religious Beliefs, Alleged Racism, Bigotry, or Homophobia</i>
01/24/2020	 Reply in Support Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Reply in Support of Motion in Limine No. 6 to Exclude Testimony of Seth Cogan</i>
01/24/2020	 Reply in Support Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Reply in Support of Motion in Limine No. 7 to Exclude Testimony of Defendants' Witnesses the Subjects of Whose Testimony is Undisclosed and Unknown</i>
01/24/2020	 Reply in Support Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Reply in Support of Motion in Limine No. 8 Renewing Motion to Strike Robert Vannah as an Expert and Exclude His Report and Testimony</i>
01/24/2020	 Reply in Support Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants' Reply in Support of Motion in Limine No. 9 to Exclude the Testimony and Report of Kathleen Annunziata Nicolaides</i>
01/24/2020	 Reply in Support Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants' Reply In Support of Motion in Limine No. 13 to Exclude Testimony of Karla Koutz Regarding Her Opinion of Paul Padda's Character for Truthfulness</i>
01/24/2020	 Reply in Support Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants' Reply in Support of Motion in Limine No. 6 to Exclude Testimony of Jeffrey Appel Regarding Certain Financial Documents</i>
01/24/2020	 Reply in Support Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants' Reply in Support of the Motion in Limine No. 8 to Exclude Evidence and Testimony Related to Specific Instances of Conduct and Testimony of Carey Reno</i>
01/24/2020	 Motion to Seal/Redact Records Filed By: Plaintiff Cohen, Ruth L. <i>Motion to Redact Portions of Defendants' Reply in Support of Motion in Limine No. 8 to Exclude Evidence</i>
01/24/2020	 Reply in Support Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants' Reply in Support of Motion in Limine No.10 to Exclude Evidence or Testimony Related to Wayne Price's History with Paul Padda Law, PLLC</i>
01/24/2020	 Reply in Support Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Reply in Support of Defendants' Motion in Limine No. 2 to Preclude Plaintiff From Offering Evidence and/or Argument Regarding Defendants' Financial Condition During the Initial Liability Phase of Trial</i>

# CASE SUMMARY

CASE NO. A-19-792599-B

01/24/2020	 Reply in Support Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Reply in Support of Defendants' Motion in Limine No. 3 to Preclude Plaintiff from Offering Evidence and/or computation for Unjust Enrichment and Quantum Meruit Damages at Trial</i>
01/24/2020	 Reply in Support Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants' Reply in Support of Motion in Limine No. 11 to Exclude Evidence, Testimony of Argument Related to Alleged Health Issues Suffered by Ms. Cohen After September 12, 2016</i>
01/24/2020	 Reply in Support Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants' Reply in Support of Motion in Limine No.12 to Exclude the Testimony and Report of Michael Holpuch</i>
01/24/2020	 Reply in Support Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Defendants' Reply in Support of Motion in Limine No. 14 to Exclude Testimony of Lay Witnesses Regarding Whether Plaintiff Trusted Defendant Paul S. Padda, ESQ.</i>
01/24/2020	 Reply in Support Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Reply in Support of Defendants' Motion for Summary Judgement</i>
01/24/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
01/24/2020	 Transcript of Proceedings <i>Transcript of Proceedings: Hearing on Defendants' Motion for Sanctions</i>
01/24/2020	 Filed Under Seal <i>Exhibit 3 and Exhibit 4 to Plaintiff's Reply in Support of Motion In Limine No 2 to Exclude Evidence Regarding Ms. Cohen's Gaming and any Use of the Terms "Gambling Addict" or "Gambling Addiction" or Words to that Effect on an Order Shortening Time</i>
01/24/2020	 Joint Pre-Trial Memorandum <i>Joint Pre-Trial Memorandum Pursuant to EDCR 2.67</i>
02/03/2020	 Transcript of Proceedings <i>Transcript of Proceedings: Hearing on Defendants' Motion for Sanctions</i>
02/03/2020	 Transcript of Proceedings <i>Transcript of Proceedings: Defendants' Motion for Summary Judgment and Motion to Redact Portions of Motion for Summary Judgment and Seal Exhibits 20, 21, 28, and 31</i>
02/03/2020	 Order Denying Motion Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Order Denying Motion for Sanctions and Awarding Attorney's Fees</i>
02/03/2020	 Notice of Entry of Order Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Notice of Entry of Order Denying Motion for Sanctions and Awarding Attorneys' Fees</i>
02/11/2020	 Notice

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# CASE SUMMARY

CASE NO. A-19-792599-B

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  
*Notice of Submission of Proposed Findings of Fact and Conclusions of Law*

02/13/2020



Order Granting Motion

Filed By: Plaintiff Cohen, Ruth L.  
*Order Granting Plaintiff's Motions to Seal or Redact*

02/13/2020



Notice of Entry of Order

Filed By: Plaintiff Cohen, Ruth L.  
*Notice of Entry of Order*

02/18/2020



Order Granting Motion

Filed By: Plaintiff Cohen, Ruth L.  
*Order Granting Defendants' Motion for Summary Judgment; Judgment*

02/18/2020



Notice of Entry of Order

Filed By: Plaintiff Cohen, Ruth L.  
*Notice of Entry of Order Granting Defendants' Motion for Summary Judgment; Judgment.*

02/19/2020



Order to Seal

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  
*Order Granting Defendants' Motion to Seal or Redact*

02/19/2020



Notice of Entry of Order

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  
*Notice of Entry of Order Granting Defendants' Motion to Seal or Redact*

02/21/2020



Motion

Filed By: Plaintiff Cohen, Ruth L.  
*Plaintiff's Motion for Reconsideration of Order Granting Defendants' Motion for Summary Judgment*

02/24/2020



Memorandum of Costs and Disbursements

Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  
*Defendants' Verified Memorandum of Costs*

02/24/2020



Appendix

Filed By: Attorney Peek, Joseph S.; Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  
*Appendix of Exhibits to Defendants' Verified Memorandum of Costs*

02/25/2020



Clerk's Notice of Hearing

*Notice of Hearing*

02/26/2020



Clerk's Notice of Hearing

*Notice of Hearing*

02/27/2020



Motion to Retax

Filed By: Plaintiff Cohen, Ruth L.  
*Plaintiff's Motion to Retax Costs*

02/28/2020



Clerk's Notice of Hearing

*Notice of Hearing*

# CASE SUMMARY

CASE NO. A-19-792599-B

03/06/2020	 Notice of Association of Counsel Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Notice of Association of Counsel</i>
03/06/2020	 Opposition Filed By: Defendant Padda, Paul S. <i>Defendants' Opposition to Plaintiff's Motion for Reconsideration</i>
03/11/2020	 Motion for Attorney Fees Filed By: Defendant Padda, Paul S. <i>Defendants' Motion for Attorneys' Fees</i>
03/11/2020	 Appendix Filed By: Defendant Padda, Paul S. <i>Appendix of Exhibits to Defendants' Motion for Attorneys' Fees</i>
03/11/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
03/12/2020	 Opposition Filed By: Defendant Padda, Paul S. <i>Defendants' Opposition to Plaintiff's Motion to Retax Costs</i>
03/12/2020	 Appendix Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC <i>Appendix of Exhibits to Defendants' Opposition to Plaintiff's Motion to Retax Costs</i>
03/16/2020	 Reply in Support Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Reply in Support of Motion for Reconsideration of Order Granting Defendants' Motion for Summary Judgment: Judgment</i>
03/25/2020	 Opposition Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Opposition to Defendants' Motion for Attorneys' Fees</i>
03/25/2020	 Appendix Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Appendix of Exhibits to Opposition to Defendants' Motion for Attorneys' Fees</i>
03/25/2020	 Motion to Seal/Redact Records Filed By: Plaintiff Cohen, Ruth L. <i>Plaintiff's Motion to Redact or Seal Exhibits G, H, I, J, K, L, M, and O 1-65 to Plaintiff's Appendix of Exhibits to Opposition to Defendants' Motion for Attorneys' Fees</i>
03/25/2020	 Filed Under Seal Filed By: Plaintiff Cohen, Ruth L. <i>SEALED PER ORDER 5/9/20 Exhibits G, H, I, J, K, L, M, and O 1-65 to Plaintiff's Appendix of Exhibits to Opposition to Defendants' Motion for Attorneys' Fees</i>
03/26/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
03/27/2020	 Reply in Support

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# CASE SUMMARY

CASE NO. A-19-792599-B

	<p>Filed By: Plaintiff Cohen, Ruth L.  <i>Plaintiff's Reply in Support of Motion to Retax Costs</i></p>
03/31/2020	<p> Order Denying Motion            Filed By: Defendant Padda, Paul S.  <i>Order Denying Plaintiff's Motion for Reconsideration</i></p>
03/31/2020	<p> Notice of Entry of Order            Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  <i>Notice of Entry of Order Denying Plaintiff's Motion for Reconsideration</i></p>
04/06/2020	<p> Substitution of Attorney            Filed by: Plaintiff Cohen, Ruth L.  <i>Substitution of Counsel</i></p>
04/08/2020	<p> Notice of Appeal            Filed By: Plaintiff Cohen, Ruth L.  <i>Notice of Appeal</i></p>
04/08/2020	<p> Case Appeal Statement            Filed By: Plaintiff Cohen, Ruth L.  <i>Case Appeal Statement</i></p>
04/09/2020	<p> Reply in Support            Filed By: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  <i>Defendants' Reply in Support of Motion for Attorneys' Fees</i></p>
04/09/2020	<p> Appendix  <i>Appendix to Defendants' Reply In Support of Motion for Attorneys' Fees</i></p>
04/16/2020	<p> Order  <i>Order Granting in Part Plaintiff's Motion to Retax Costs and Judgment for Costs in Favor of Defendants</i></p>
04/16/2020	<p> Notice of Entry of Order            Filed By: Plaintiff Cohen, Ruth L.  <i>Notice of Entry of Order</i></p>
04/20/2020	<p> Notice of Appearance            Party: Defendant Padda, Paul S.; Defendant Paul Padda Law PLLC  <i>Notice of Appearance</i></p>
04/23/2020	<p> Judgment  <i>Judgment Against Plaintiff on Defendants' Motion for Sanctions</i></p>
04/24/2020	<p> Judgment  <i>Judgment Against Defendants on Plaintiff's Motion to Compel Defendants' Production of Documents on Order Shortening Time</i></p>
04/27/2020	<p> Notice of Entry of Judgment            Filed By: Plaintiff Cohen, Ruth L.  <i>Notice of Entry of Judgment</i></p>
04/29/2020	<p> Notice of Entry of Judgment</p>

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# CASE SUMMARY

CASE NO. A-19-792599-B

Filed By: Defendant Padda, Paul S.

*Notice of Entry of Judgment Against Plaintiff on Defendants' Motion for Sanctions*

04/29/2020



Order Denying Motion

Filed By: Plaintiff Cohen, Ruth L.

*Order Denying Defendants' Motion for Attorneys' Fees*

04/30/2020



Notice of Entry of Order

Filed By: Plaintiff Cohen, Ruth L.

*Notice of Entry of Order*

05/09/2020



Order to Seal

Filed By: Plaintiff Cohen, Ruth L.

*Order Granting Plaintiff's Motion to Redact or Seal Exhibits G, H, I, J, K, L, M, and O 1-65 to Plaintiff's Appendix of Exhibits to Opposition to Defendants' Motion for Attorneys' Fees*

05/11/2020



Notice of Entry of Order

Filed By: Plaintiff Cohen, Ruth L.

*Notice of Entry of Order*

05/11/2020



Notice of Appeal

*Notice of Cross-Appeal*

05/11/2020



Case Appeal Statement

*Case Appeal Statement*

## **DISPOSITIONS**

12/04/2019

**Order** (Judicial Officer: Gonzalez, Elizabeth)

Debtors: Paul S. Padda (Defendant), Paul Padda Law PLLC (Defendant)

Creditors: Ruth L. Cohen (Plaintiff)

Judgment: 12/04/2019, Docketed: 12/04/2019

Total Judgment: 500.00

02/03/2020

**Order** (Judicial Officer: Gonzalez, Elizabeth)

Debtors: Ruth L. Cohen (Plaintiff)

Creditors: Paul S. Padda (Defendant), Paul Padda Law PLLC (Defendant)

Judgment: 02/03/2020, Docketed: 02/03/2020

Total Judgment: 1,500.00

02/18/2020

**Summary Judgment** (Judicial Officer: Gonzalez, Elizabeth)

Debtors: Paul S. Padda (Defendant), Paul Padda Law PLLC (Defendant)

Creditors: Ruth L. Cohen (Plaintiff)

Judgment: 02/18/2020, Docketed: 02/19/2020

Comment: Certain Claims

04/16/2020

**Judgment Plus Interest** (Judicial Officer: Gonzalez, Elizabeth)

Debtors: Ruth L. Cohen (Plaintiff)

Creditors: Paul S. Padda (Defendant), Paul Padda Law PLLC (Defendant)

Judgment: 04/16/2020, Docketed: 04/17/2020

Total Judgment: 70,695.49

04/23/2020

**Judgment** (Judicial Officer: Gonzalez, Elizabeth)

Debtors: Paul S. Padda (Defendant), Paul Padda Law PLLC (Defendant)

Creditors: Ruth L. Cohen (Plaintiff)

Judgment: 04/23/2020, Docketed: 04/23/2020

Total Judgment: 1,500.00

04/24/2020

**Judgment Plus Legal Interest** (Judicial Officer: Gonzalez, Elizabeth)

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# CASE SUMMARY

CASE NO. A-19-792599-B

Debtors: Paul S. Padda (Defendant), Paul Padda Law PLLC (Defendant)  
Creditors: Ruth L. Cohen (Plaintiff)  
Judgment: 04/24/2020, Docketed: 04/27/2020  
Total Judgment: 500.00

## HEARINGS

04/12/2019

 **Minute Order** (3:00 AM) (Judicial Officer: Allf, Nancy)


*Minute Order: Recusal*

Minute Order - No Hearing Held;

Journal Entry Details:

*As Court is acquainted with two of the parties, ), in accordance with Rule 2.11(a), and to avoid the appearance of impropriety and implied bias, this Court hereby disqualifies itself and ORDERS, this case be REASSIGNED at random.;*

05/06/2019

 **Motion for Preferential Trial Setting** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)


*Plaintiff's Motion for Preferential Firm Trial Setting and Expedited Discovery Schedule on an Order Shortening Time*

Granted;

Journal Entry Details:

*Court noted Plaintiff seeks a preferential trial setting due to Ms. Cohen's age; however, it usually only grants one firm trial setting. Ms. Wakayama advised Plaintiff would request the end of September or September 30th for the close of discovery and agree with the other dates proposed by opposing counsel except that Plaintiff would ask for October 18 to file motions for summary judgment. Mr. Peek noted they need adequate time to file motions for summary judgment and motions in limine. Upon Court's inquiry, Ms. Wakayama confirmed this will be a jury trial and anticipated trial taking 5 to 7 full judicial days. Colloquy regarding trials during the holiday season. Mr. Peek requested the end of January 2020. COURT ORDERED, matter SET for a firm jury trial on February 10, 2020. Parties to come up with a discovery schedule to be discussed at the Rule 16 conference to be held on June 3, 2019. Mr. Peek advised they have not yet answered. COURT NOTED discovery has not yet opened because the rule 16 conference has not yet occurred; however, parties may stipulate to start discovery when the answer is filed. Mr. Peek requested they wait until June 3rd. Ms. Wakayama to prepare today's order. 6-3-19 9:00 AM MANDATORY RULE 16 CONFERENCE 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM ;*

06/03/2019

 **Mandatory Rule 16 Conference** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

### MINUTES

Matter Heard;

Journal Entry Details:

*Mr. Peek stated he does not think this is a complex matter with regards to discovery; there will certainly be issues as to whether or not documents are related to some of the cases over which the dispute exists; one of those documents cannot be produced because it belongs to the party as opposed to the law firm; he does not see discovery extending beyond September and would request the close of fact discovery in September, expert disclosures within 15 days thereafter, and complete close of discovery sometime around November 15. Ms. Wakayama stated they do not think this is a complex discovery matter either as it relates to factual issues; however, she does think there would be issues related to ESI, and parties would need to work out deposition dates as there is a large number of people who are out of state; she would ask close of discovery by December 2nd; they are fine with August expert deadlines; their rule 16.1 disclosures are ready to go and can be sent out by June 11; she would request dispositive motions be filed by January 10; it is also important to address now the privileged issues that belong to the party as mentioned by Mr. Peek; they tried to mediate this matter prior to filing the complaint and got only part of the David Moradi litigation file; they did have a conversation with bar counsel, because defense counsel's firm was concerned whether they would be able to release some of these documents to them, mainly conversations between the defendant law firm and Mr. Moradi; her client was also part of the law firm and counsel of record; she has an email from bar counsel Glenn Machado dated March 20, 2019 that the disclosure is permissible under RPC 1.6(b)(5); there may be some pushback, so she does not think a September or November date will work, especially because a lot of the litigation file is coming from the California firm. Court inquired as to whether there would be any ESI searches. Ms. Wakayama stated she does and requested all devices be preserved; they have*

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# CASE SUMMARY

CASE NO. A-19-792599-B

sent a preservation letter. COURT ORDERED as follows: Initial disclosures pursuant to rule 16.1 to be exchanged by both sides within 2 weeks; Motions to amend pleadings or add parties TO BE FILED within 30 days; Pursuant to agreement of counsel, given the expedited trial setting, the time for discovery responses is shortened from 30 to 20 days; notice requirement prior to issuing a subpoena shortened to 5 business days; Initial expert disclosures where a party bears the burden of proof DUE by August 2, 2019; Rebuttal expert disclosures where a party does not bear the burden of proof DUE by September 13, 2019; Discovery cut-off SET for December 2, 2019; Dispositive motions and motions in limine TO BE FILED by December 20, 2019; Trial Setting Order will ISSUE. COURT FURTHER ORDERED, matter SET for a status check on a draft ESI Protocol and Stipulated Protective Order. Both sides further advised they do not have any concerns with the Rule on 10 depositions per side, not including custodians of records, the 7-hour limit per deposition, and no concerns with the locations. If the 7 hours is exceeded given the two Defendants, counsel can file a motion for protective order. Parties declined the Court's offer of a settlement conference. 6-21-19 CHAMBERS STATUS CHECK: ESI PROTOCOL & STIPULATED PROTECTIVE ORDER 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;

## SCHEDULED HEARINGS


**CANCELED Status Check** (06/21/2019 at 3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
*Vacated*  
*Status Check: ESI Protocol & Stipulated Protective Order*

06/21/2019 **CANCELED Status Check** (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
*Vacated*  
*Status Check: ESI Protocol & Stipulated Protective Order*

07/15/2019 **Motion for Protective Order** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
**07/15/2019, 07/22/2019**  
*Paul Padda Law, LLC's Motion for Protective Order Regarding Plaintiff's Subpoenas Duces Tecum*  
Matter Continued;  
Matter Heard;  
Matter Continued;  
Matter Heard;

07/15/2019 **Joinder** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
**07/15/2019, 07/22/2019**  
*Joinder to Paul Padda Law, LLC's Motion for Protective Order Regarding Plaintiff's Subpoenas Duces Tecum*  
Matter Continued;  
Matter Heard;  
Matter Continued;  
Matter Heard;

07/15/2019 **Motion for Protective Order** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
*Plaintiff's Motion for Protective Order Regarding Plaintiff's Deposition on an Order Shortening Time*  
Granted; 2 sessions, 3.5 hours each.

07/15/2019  **All Pending Motions** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
Matter Heard;  
Journal Entry Details:  
**PAUL PADDALAW, LLC'S MOTION FOR PROTECTIVE ORDER REGARDING PLAINTIFF'S SUBPOENA DUCES TECUM... ..JOINDER TO PAUL PADDALAW, LLC'S MOTION FOR PROTECTIVE ORDER REGARDING PLAINTIFF'S SUBPOENA DUCES TECUM... ..PLAINTIFF'S MOTION FOR PROTECTIVE ORDER REGARDING PLAINTIFF'S DEPOSITION ON AN ORDER SHORTENING TIME PAUL PADDALAW, LLC'S MOTION FOR PROTECTIVE ORDER REGARDING PLAINTIFF'S SUBPOENA DUCES TECUM...JOINDER TO PAUL PADDALAW, LLC'S MOTION FOR PROTECTIVE ORDER REGARDING PLAINTIFF'S SUBPOENA DUCES TECUM: Regarding privilege issue on the subpoena duces tecum, Mr. Peek noted his clients claim privilege and his hands are tied with respect to that; the Akin Gump law firm out of New York represents Mr. Morati, and he does not believe the other 2 clients, Garland and Cochran, are represented by counsel**

**CASE SUMMARY****CASE NO. A-19-792599-B**

today, but the communications have come from the clients to Mr. Padda saying "I don't want you to release anything covered by attorney-client privilege". Court inquired whether the appeal has been completed on the underlying case. Mr. Peek advised there was a resolution in the Morati case, and there are no appellate issues at all; Garland was settled in 2016, and there are no remaining appellate issues there as well; Cochran, he believes, has also been resolved. Court stated it wanted to discuss mechanism issues, because it does not know today the extent of Ms. Cohen's involvement in the litigation of the underlying 3 claims, which would probably influence the Court's decision on the mechanism as to how the information is reviewed, because if she was acting as counsel as alleged, then there will be different issues because she was within the privilege at the time. Mr. Peek stated an evidentiary hearing may be appropriate. Court stated one may be appropriate after Ms. Cohen's deposition. Court stated it will also require counsel to give notice to the real party in interest, who are the holders of the privilege. Ms. Wakayama advised Ms. Cohen was already deposed in a different matter in late 2016 - early 2017 as it relates to her involvement in the Morati case; she even testified she was counsel; if one pulls up the Cochran and Morati cases she is still listed as an attorney of record, retained. Ms. Wakayama offered to provide the Court with those case numbers. Court declined and stated it needs something from Ms. Cohen. Ms. Wakayama continued, Ms. Cohen was deposed and counsel have the transcript; what they fail to realize is that this was a partnership; the pockets of information that are discoverable here are that which relates to all the cases, which goes to Mr. Padda's knowledge of making the misrepresentations that he did to Ms. Cohen. Ms. Cohen argued the misrepresentations; the information is discoverable, and the privilege is not waived. Colloquy regarding Mainor Harris issue. COURT ORDERED, matter CONTINUED for one week. Ms. Wakayama to ask Attorney Phil Aurbach if he remembers what mechanism was used because the Court's recollection was that there was a special master who had eyes only, and Mr. Aurbach was counsel for one of the parties; this would only be as to privileged communications. Court further noted Brisbois should have nothing privileged in their files because they are an adverse party. Statement by Mr. Peek regarding Mainor Harris issue. Court stated that to the extent there are communications with adverse parties those would not be protected by a claim of attorney-client privilege. PLAINTIFF'S MOTION FOR PROTECTIVE ORDER REGARDING PLAINTIFF'S DEPOSITION ON AN ORDER SHORTENING: Following arguments by Ms. Wakayama, COURT ORDERED, motion GRANTED; 2 sessions at 3.5 hours each. Ms. Wakayama advised they are aware of Coyote vs. Brightsource regarding breaks and a stipulation has already been circulated. COURT ORDERED, the break between the 2 sessions is DEEMED a requested recess by the Plaintiff. 7-22-19 9:00 AM PAUL PADDA LAW, LLC'S MOTION FOR PROTECTIVE ORDER REGARDING PLAINTIFF'S SUBPOENA DUCES TECUM...JOINDER TO PAUL PADDA LAW, LLC'S MOTION FOR PROTECTIVE ORDER REGARDING PLAINTIFF'S SUBPOENA DUCES TECUM 12-9-19 9:00 AM STATUS CHECK: TRIAL READINESS 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;

07/22/2019

**All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)**

Matter Heard;

Journal Entry Details:

PAUL PADDA LAW, LLC'S MOTION FOR PROTECTIVE ORDER REGARDING PLAINTIFF'S SUBPOENAS DUCES TECUM...JOINDER TO PAUL PADDA LAW, LLC'S MOTION FOR PROTECTIVE ORDER REGARDING PLAINTIFF'S SUBPOENAS DUCES TECUM Attorney Glenn Machado present on behalf of Defendant Paul Padda Law PLLC. Court noted it pulled things that caused it to have a recollection and it was George Schwartz who was appointed as a receiver. Ms. Wakayama noted the Plaintiff filed a supplement and also reached out to Schwartz and Aviva Gordon; this is one of those cases where they really try to keep things out of the public record. Following arguments by Mr. Peek and Ms. Wakayama, COURT ORDERED, Ms. Cohen herself is within the privilege and may review information that would otherwise be privileged related to the cases on which she was counsel of record and part of the firm, which includes these 3 cases; however, this does not extend to her counsel, even given the stipulated protective order. There are two ways parties can proceed; one, to the extent there are responses to any subpoenas being served, Ms. Cohen can personally review that information alone and then determine if further motion practice is needed related to any specific item within that, but the Court is not going to extend that to her counsel; an alternative, which would serve everyone better, is a special master assisting with the review, rather than Ms. Cohen doing the review; the special master can provide a report to the Court that would not be a waiver, because it is a court-ordered to the Court and would provide any additional information related to the valuation included in the communications and memos among the various firms. Mr. Peek stated it would be their preference to have a special master, but he wants the Plaintiff to bear that burden. Court stated it wants a specific order to Ms. Cohen making it clear she may not share the information. Ms. Wakayama argued in opposition

**0030**

# CASE SUMMARY

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to the request of one party bearing the cost as ridiculous and that it should be split equally among all parties. Mr. Peek further requested someone from JAMS, to which Ms. Wakayama suggested they each provide 3 names. Court stated it will work with the parties on a draft order to be submitted by Thursday (July 25, 2019) on the scope of the special master's duties; the cost will be SPLIT EQUALLY amongst all parties (1/3, 1/3, 1/3); each side to also PROPOSE 3 names for a special master, TO BE PROVIDED to the Court by Thursday, July 25th at 3 pm. With regards to Ms. Cohen's suspension, Ms. Wakayama noted it was a CLE suspension. COURT DIRECTED Mr. Peek to prepare the order for today's hearing and Ms. Wakayama to prepare the order related to the scope of the special master. 12-9-19 9:00 AM STATUS CHECK: TRIAL READINESS 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;

08/26/2019



**Motion for Protective Order** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

*Plaintiff Ruth L. Cohen's Motion for Protective Order Regarding the Deposition of Karla Koutz on an Order Shortening Time*

Denied;

Journal Entry Details:

*Upon Court's inquiry, Ms. Wakayama advised it will be expensive for her client to travel to Hawaii to take the deposition. Following arguments by Ms. Wakayama and Mr. Peek, COURT ORDERED, motion DENIED; improper inquiry at the deposition may be the subject of a motion in limine prior to trial. Counsel advised September 9th is the date of Mr. Vannah's deposition and requested the motion to strike scheduled on that date be moved to the 16th. COURT SO ORDERED. In addition, Ms. Wakayama requested the deadline for the rebuttal expert report be moved from the 20th to the 27th. No objection by Mr. Peek. COURT GRANTED the request. 9-16-19 9:00 AM PLAINTIFF'S MOTION TO STRIKE DEFENDANTS' EXPERT DISCLOSURE AND REPORT ON AN ORDER SHORTENING TIME 12-9-19 9:00 AM STATUS CHECK: TRIAL READINESS 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM ;*

09/11/2019



**Minute Order** (9:59 AM) (Judicial Officer: Gonzalez, Elizabeth)

*Minute Order re: Special Master Report and Supplement*

Minute Order - No Hearing Held;

Journal Entry Details:

*The Court has reviewed the special master report and supplement. If either party desires further motion practice on any of the privilege documents identified on the privilege log by the special master they may submit a motion on an OST. 9-16-19 9:00 AM PLAINTIFF'S MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANTS' SUBPOENA TO DANIEL KIM, CPA, P.C.... PLAINTIFF'S MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANTS' SUBPOENA TO NP TEXAS, LLC... PLAINTIFF'S MOTION TO STRIKE DEFENDANTS' EXPERT DISCLOSURE AND REPORT ON A ORDER SHORTENING TIME 12-9-19 9:00 AM STATUS CHECK: TRIAL READINESS 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 9-11-19;*

09/16/2019

**Motion to Strike** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

*Plaintiff's Motion to Strike Defendants' Expert Disclosure and Report on an Order Shortening Time*

Denied;

09/16/2019

**Motion for Protective Order** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

*Plaintiff's Motion for Protective Order Regarding Defendants' Subpoena to NP Texas, LLC*

Denied;

09/16/2019

**Motion for Protective Order** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

*Plaintiff's Motion for Protective Order Regarding Defendants' Subpoena to Daniel Kim, CPA, P.C.*

Denied;

09/16/2019



**All Pending Motions** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Matter Heard;

Journal Entry Details:

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# CASE SUMMARY

CASE NO. A-19-792599-B

APPEARANCES CONTINUED: Attorney Gregorio Silva, Bar No. 13583, of the law firm of Panish, Shea & Boyle. Per request and agreement, Motion on Order Shortening Time (OST) submitted by Mr. Iglody SET For Monday, September 23, at 9 am. OST signed in open court and returned to Mr. Iglody for filing. Mr. Silva advised that after receiving a subpoena for records he filed a Rule 35 objection; thereafter the Court issued an order appointing special master, and they have produced documents to the special master; however, Mr. Morati is still requesting nothing be made public. COURT DIRECTED counsel to file a motion and it can be set on OST. Mr. Silva excused from the remainder of today's proceeding. PLAINTIFF'S MOTION TO STRIKE DEFENDANTS' EXPERT DISCLOSURE AND REPORT ON AN ORDER SHORTENING TIME: Following arguments by Ms. Wakayama and Mr. Peek, COURT ORDERED, motion to strike DENIED. Ms. Wakayama requested a 3-week extension of the September 27th due date as they do not see anything in the report that they can rebut. Court noted Mr. Vannah has indicated it being flexible. Ms. Wakayama renewed her request for an extension to October 18. COURT DENIED the request as the parties will not be able to meet their current trial date; if continued, they would have a trial until after June. Ms. Wakayama excused herself from the remainder of the motions to attend a settlement conference in another case. PLAINTIFF'S MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANTS' SUBPOENA TO NP TEXAS, LLC...PLAINTIFF'S MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANTS' SUBPOENA TO DANIEL KIM, CPA, P.C.: Following arguments by Mr. Moser and Mr. Peek, COURT ORDERED, both motions DENIED. However, to the extent the information from either of the subpoenaed entities is confidential that may be designated as confidential; if counsel believes any of the information from Mr. Kim that will be responsive to the subpoena is privileged, counsel may provide a privilege log or redact; if there is a dispute over the claim of privilege or the redaction, either the Court will resolve it, or if it is a sufficient volume send it to the Special Master. With regards to the Kim information, it will be 2016 forward; with regards to the Stations information, it will be 2015 forward. 12-9-19 9:00 AM STATUS CHECK: TRIAL READINESS 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;

09/23/2019



**Motion for Clarification** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

09/23/2019, 09/25/2019

Special Master Motion for Clarification and for Instruction on OST

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Journal Entry Details:

APPEARANCES CONTINUED: Attorney Gregorio Silva, Bar No. 13583, of the law firm of Panish, Shea & Boyle. Court noted there appears to be a disagreement on whether or not the Special Master is done. Argument by Ms. Wakayama. Mr. Silva advised he filed an objection this morning, and he has a copy for the Court as well as an OST. COURT ORDERED, Panish Shea & Boyle, LLP's Objection to Special Master's Report and Recommendation on Order Shortening Time SET for argument on Wednesday, September 25th at 9 am; OST signed in open court and returned to Mr. Silva for filing. Mr. Silva to provide copies of his objection to all parties. COURT FURTHER ORDERED, Special Master's Motion for Clarification CONTINUED to September 25th. 9-25-19 9:00 AM SPECIAL MASTER MOTION FOR CLARIFICATION AND FOR INSTRUCTION ON OST...PANISH SHEA & BOYLE, LLP'S OBJECTION TO SPECIAL MASTER'S REPORT AND RECOMMENDATION ON ORDER SHORTENING TIME 12-9-19 9:00 AM STATUS CHECK: TRIAL READINESS 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;

09/25/2019

**Objection** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Panish Shea & Boyle, LLP's Objection to Special Master's Report and Recommendation on Order Shortening Time

Matter Continued;

09/25/2019

**Objection** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Panish Shea & Boyle LLP's Objection to Special Master Report and Recommendation on OST

Matter Continued;

09/25/2019



**All Pending Motions** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

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**CASE SUMMARY****CASE NO. A-19-792599-B**

Matter Heard;

Journal Entry Details:

*PANISH SHEA & BOYLE, LLP'S OBJECTION TO SPECIAL MASTER'S REPORT AND RECOMMENDATION ON ORDER SHORTENING TIME PANISH SHEA & BOYLE LLP'S OBJECTION TO SPECIAL MASTER REPORT AND RECOMMENDATION ON OST SPECIAL MASTER MOTION FOR CLARIFICATION AND FOR INSTRUCTION ON OST Gregory Silva, Esq., also present. Colloquy regarding the protective order. Mr. Silva stated he had never seen the protective order stating they were not parties to this case. Further, they never received a motion to compel, never had an opportunity to brief the issues, provide a reason as to why their documents should not be produced, or the reason personal information should not be revealed. Upon Court's inquiry, Mr. Silva advised they would like to address and brief the entirety of Ms. Cohen's assertion that she needs some information from Panish Shea & Boyle to litigate her law suit. Court noted the information currently being sought was a valuation issue. Further, the Court noted Mr. Silva's concerns as to protected information, trade secrets, his firm's commercially sensitive practices. Those issues could be tailored and identified. The Court would allow him an opportunity to provide an additional brief to identify the issues and have a discussion. Court provided Mr. Silva the filed protective orders. COURT ORDERED, Status Check / Hearing SET regarding Panish Shea & Boyle's additional brief. COURT FURTHER ORDERED, matters CONTINUED. ALL MATTER CONTINUED TO: 10/09/19 9:00 AM 10/09/19 9:00 AM STATUS CHECK/HEARING: ADDITIONAL BRIEF (PANISH SHEA & BOYLE);*

10/08/2019

**Minute Order** (1:15 PM) (Judicial Officer: Gonzalez, Elizabeth)*Minute Order Vacating Matters on Calendar for October 9, 2019**Minute Order - No Hearing Held;*

Journal Entry Details:

*COURT ORDERED, the following matters that are on calendar for Wednesday, October 9, 2019 are VACATED per Stipulation and Order: - Status Check/Hearing: Additional Brief (Panish Shea & Boyle) - Panish Shea & Boyle, LLP's Objection to Special Master's Report and Recommendation on Order Shortening Time - Panish Shea & Boyle LLP's Objection to Special Master Report and Recommendation on OST - Special Master Motion for Clarification and for Instruction on OST 12-9-19 9:00 AM STATUS CHECK: TRIAL READINESS 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM CLERK'S NOTE: Parties notified by distributing a copy of this minute order via electronic mail. / dr 10-8-19 ;*

10/08/2019

**Telephonic Conference** (10:40 AM) (Judicial Officer: Gonzalez, Elizabeth)*Telephonic Conference at Request of Counsel re: Deposition Issues*

Matter Heard;

Journal Entry Details:

*APPEARANCES CONTINUED: Witness Patricia Davidson, Attorney Tamara Peterson for Ms. Davidson, Ms. Wakayama's paralegal, the Videographer, and Court Reporter. Ms. Wakayama advised she noticed the deposition at 9:30 am; she asked the witness for a current physical address, to which Ms. Peterson objected, stating that they did not want to have that on any type of public record; they subsequently agreed Ms. Peterson would email her Ms. Davidson's home address, but even getting to that agreement took about 15 minutes; secondly, she asked the witness for her date of birth, to which Ms. Peterson objected stating there was no need to know that information; however, relevancy is not a proper objection in relation to the scope of discovery; the latest objection relates to Tammy Boraski, who was the bookkeeper of Padda Law until the end of 2015, which Ms. Davidson testified to; Ms. Davidson also testified that Ms. Boraski worked for her company, so when they asked why Ms. Boraski was no longer working for Profit Boosters LLC, Ms. Davidson's company, there was an objection from counsel, stating there were either privilege issues or that it is against the law to testify related to employment matters; they are asking the Court to issue an order or instruct counsel for the witness to refrain from speaking objections, to refrain from instructing the witness to not answer questions that are not privileged or not under protective order, and that there is no reason to obstruct the examination of the witness when it comes to relevancy objections. Ms. Peterson clarified that her client is a third party witness, the owner of the LLC that contracted with Padda and Cohen and later the Paul Padda law firm; her client has businesses that interact with other law firms in town; with regards to the first question, they have resolved that; however, she believes Ms. Wakayama is harrasing her client with regards to the date of birth, because frankly, it is simply a personal thing; she has accepted service on behalf of her client and has agreed to produce the address; with regards to the last issue, they have not even fully conferred on that; there was a question to the effect of, "Why did Tami Boraski leave Profit Boosters? Did it have something to do with Paul Padda's firm or something else?" She*


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*objected and said there may be other privileged issues; apparently Ms. Wakayama got the Court on the phone before she could tell Ms. Wakayama she would not be raising any privilege objections if Ms. Wakayama asks if it had anything to do with Paul Padda's law firm; she can certainly allow her client to answer that; however, if Ms. Wakayama asks questions about why this woman left Profit Boosters and the reasons behind it, she does not think that is appropriate, as it is not an issue in this litigation and may reveal confidential, HR information. Mr. Peek joined in Ms. Peterson's objections regarding Profit Boosters revealing information. Following further argument by Ms. Wakayama, COURT noted it is disappointed that counsel have called the Court. COURT ORDERED, personally identifying information is not something that necessarily needs to be in a deposition transcript in this day and age given issues related to identity theft; if Ms. Peterson as counsel for witness and company believes there is something that may subject her client to issues related to employment separations, she is perfectly able to direct the witness not to answer the questions on that basis; counsel can seek motion practice related to that. 10-9-19 9:00 AM STATUS CHECK/HEARING: ADDITIONAL BRIEF (PANISH SHEA & BOYLE)... ..SPECIAL MASTER MOTION FOR CLARIFICATION AND FOR INSTRUCTION ON OST... ..PANISH SHEA & BOYLE, LLP'S OBJECTION TO SPECIAL MASTER'S REPORT AND RECOMMENDATION ON ORDER SHORTENING TIME... ..PANISH SHEA & BOYLE LLP'S OBJECTION TO SPECIAL MASTER REPORT AND RECOMMENDATION ON OST 12-9-19 9:00 AM STATUS CHECK: TRIAL READINESS 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;*

10/09/2019 **CANCELED Hearing (9:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)  
*Vacated - per Stipulation and Order*  
**STATUS CHECK/HEARING: ADDITIONAL BRIEF (PANISH SHEA & BOYLE)**

10/15/2019  **Telephonic Conference (1:15 PM)** (Judicial Officer: Gonzalez, Elizabeth)  
*Telephonic Conference at Request of Counsel*  
Matter Heard; objection over ruled; witness directed to answer.  
Journal Entry Details:  
*Ms. Wakayama advised they are at the deposition of Robert Johnson, who is a Plaintiff in a case against Whirlpool that Ms. Cohen worked on in 2015 and that Mr. Padda took over when Ms. Cohen left the firm in 2017. Ms. Wakayama added that she pulled documents from the public docket on the case before Judge Mahan, the first one being the Plaintiff's motion to withdraw, Ruth Cohen, as counsel of record on July 17, 2019 and the second one being a notice of settlement and stipulation and order to continue trial; during her questioning of Mr. Johnson she wanted to know how long the negotiations went on as well as whether the settlement had been finalized; Mr. Johnson testified that the settlement is confidential, but she did not really want to know what the material terms were; Mr. Padda, who is a Defendant in this case, is also appearing at this deposition as Mr. Johnson's counsel, and there may be an issue, as it relates to a conflict, with Mr. Padda instructing the witness not to answer while being a Defendant in this case. Mr. Semerad advised there is a confidentiality clause that governs the settlement and there is a risk to Mr. Johnson personally if he discusses any of the facts related to the settlement; Mr. Padda is only here to protect his client. Court inquired whether counsel had the settlement agreement so the Court can review the confidentiality provisions; otherwise, the witness needs to answer the question, and Mr. Padda can say that a judge ordered him to do so. Mr. Semerad stated he did not have the settlement agreement. COURT ORDERED, objection OVER RULED; the witness is DIRECTED to answer the question. 10-16-19 9:00 AM PLAINTIFF'S REQUEST FOR HEARING ON ORDER SHORTENING TIME ON SPECIAL MASTER'S MOTION FOR CLARIFICATION AND FOR INSTRUCTION ON OST AND RELATED BRIEFING 12-9-19 9:00 AM STATUS CHECK: TRIAL READINESS 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;*

10/16/2019  **Motion for Clarification (9:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)  
*Plaintiff's Request for Hearing on Order Shortening Time on Special Master's Motion for Clarification and for Instruction on OST and Related Briefing*  
Granted in Part;  
Journal Entry Details:  
*Mr. Moser advised there are a few outstanding issues from Mr. Iglody's motion, most of which have been resolved by stipulation; however, the outstanding issues related to whether or not the special master needs to include facts in his report, the disclosure of a sealed and confidential hearing transcript before Judge Cadish in the Moradi case, the disclosure of attorney work product; additionally, they are actually not seeking attorney client privileged*

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communications. Court directed counsel to identify by Bates numbers the documents for which they are seeking factual information and additional production. At Mr. Moser's request, COURT RECESSED for counsel to go through the report. Proceeding resumed. Mr. Ravipudi appeared by telephone. Mr. Moser detailed the areas of the special master's report and supplement which they were seeking. Mr. Semerad responded that on the attorney client privileged documents the Defendants do not think Mr. Iglody has any obligations to extract anything, but they would defer to the Court. Mr. Silva noted that with respect to the transcript, there is no basis for its relevance to Mr. Padda's knowledge before the trial happened, as it was a post-trial discussion; Mr. Padda was not very involved in that negotiation, and if that were produced, it should be designated as confidential and Panish, Shea, and Boyle would want notice; with respect to the documents whose Bates numbers were identified, he would request a moment to pull the documents from his computer. RECESS. Proceeding resumed. Mr. Silva and Mr. Ravipudi detailed their concerns as it related to the documents specifically identified by Bates numbers, as well as the transcript. Mr. Moser stated his only request is that things would be expedited because they issued subpoenas back in June and agreed to depose Mr. Padda and the 30(b)(6) at the end of the month. COURT ORDERED, motion GRANTED IN PART. On page 2 of 15, to the extent that there are any documents from Panish, Shea, and Boyle that are produced, those will be produced under the confidential designation and the parties' stipulated protective order, and any party who challenges the designation must give notice to Panish, Shea, and Boyle, so they have an opportunity to appear and contest any attack on the confidentiality of the document. The following documents NEED TO BE PRODUCED, not redacted but to be marked confidential: - 1304 through 1317 - 1819 through 1824 - 3023 - 4340 through 4342 - 4862 through 4869 - 4872 through 4883 - 5181; 5185; 5186 With respect to 3022 only, Mr. Iglody to extract the financial, dollar figures from that document and supplement the table with that information only, because that is factual information on an authorization of a settlement demand which is not covered by the attorney-client privilege. With respect to Eglet Adams documents, they are not a subject of this discussion so the Court will skip all of those. With respect to pages 6 through 15, it appears those have been resolved by stipulation. With respect to the transcript of the hearing before Judge Cadish, it will be PRODUCED subject to being designated as confidential; it will be marked as confidential, and the parties will keep it confidential. With respect to 5220 through 5223 only, those are ORDERED PRODUCED; the remaining documents are a demand letter from an unrelated California case and are not related to this discussion. Mr. Iglody stated he can be done by this afternoon if he does not receive any objections. COURT ORDERED, matter SET for status check on this Friday's chambers calendar. If there is a hiccup, counsel to notify the Law Clerk, and the Court will schedule a conference call with the parties early next week. Upon Mr. Moser's inquiry, COURT NOTED it stopped at 5186, so the remaining documents on 3 and 4 will not be produced. Mr. Silva requested they get a copy of what Mr. Iglody produces. COURT GRANTED the request. 10-18-19 CHAMBERS STATUS CHECK 12-9-19 9:00 AM STATUS CHECK: TRIAL READINESS 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;

10/18/2019



**Status Check (3:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)

Minute Order - No Hearing Held;

Journal Entry Details:

Court has received no additional communications objecting to special master disbursement of information as discussed at October 16, 2019 hearing. 12-9-19 9:00 AM STATUS CHECK: TRIAL READINESS 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 10-21-19;

10/29/2019

**CANCELED Motion (8:30 AM)** (Judicial Officer: Gonzalez, Elizabeth)

*Vacated*

*Defendants' Motion for Protective Order Regarding Plaintiff's Deposition of Defendants on an Order Shortening Time for Hearing*

11/06/2019

**Motion to Compel (9:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)

*Plaintiff's Motion to Compel Defendants' Production of Documents on Order Shortening Time Granted;*

11/06/2019

**Motion to Disqualify Attorney (9:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)

*Defendants' Motion to Disqualify Plaintiff's Counsel, The Law Firm of Campbell & Williams on an Order Shortening Time for Hearing*  
Denied;

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# CASE SUMMARY

CASE NO. A-19-792599-B

11/06/2019



**All Pending Motions (9:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)

Matter Heard;

Journal Entry Details:

**DEFENDANTS' MOTION TO DISQUALIFY PLAINTIFF'S COUNSEL, THE LAW FIRM OF CAMPBELL & WILLIAMS ON AN ORDER SHORTENING TIME...PLAINTIFF'S MOTION TO COMPEL DEFENDANTS' PRODUCTION OF DOCUMENTS ON ORDER SHORTENING TIME** Following arguments by counsel, COURT ORDERED as follows: **DEFENDANTS' MOTION TO DISQUALIFY PLAINTIFF'S COUNSEL, THE LAW FIRM OF CAMPBELL & WILLIAMS ON AN ORDER SHORTENING TIME:** The cellphone records from the opposition are credible evidence that the declaration of Mr. Padda at paragraph 24 is not an accurate recitation of the communications related to the Moradi case with Mr. Campbell. For that reason, the motion to disqualify is **DENIED**. **PLAINTIFF'S MOTION TO COMPEL DEFENDANTS' PRODUCTION OF DOCUMENTS ON ORDER SHORTENING TIME:** With respect to the request for personal tax returns through 2017 for Mr. Padda, that request is **GRANTED**; information that does not show business income from the law firm **MAY BE REDACTED**; with respect to the partner draw ledgers for Mr. Padda, those will **BE PRODUCED** through 2017; tax returns for the business through 2017 will **BE PRODUCED**; a certification needs **TO BE PROVIDED** related to the amount of effort put into the emails, that they have been searched and counsel cannot find anything else; the Court is satisfied with the method but just needs a separate certification, so this is done; there is a reference to an inadvertent omission related to a retainer agreement; with the exception of the retainer agreement for Ms. Hall, that is covered by the declaration by Mr. Padda; the phrase "balance sheet general ledger" may have been used in parlance by the witness to mean "balance sheet" and "general ledger", as they are typically two different runs that can be run; the Court will require the balance sheet and general ledger account for the time periods of December 31, 2011 through December 31, 2017 as opposed to a continuous report; the general ledger for the time period January 1, 2011 through December 31, 2017 is to be **PRODUCED**, which will only be the print-out with the detail; the Court is not ordering the back-up for that. Plaintiff to provide information from questioned document examiner and/or forensic examiner; if not by November 22nd, then they will have to go to December 6th because of the Thanksgiving holiday; if December 6th, Mr. Peek will go to early January for his designation, and then it will be less than a month before trial; this is not an issue that will result in a dispositive motion and arguably motions in limine, so the Court is not so concerned about invading the time up to trial but wants to make sure everyone has an adequate opportunity to do what they need to do. \$500 in fees **AWARDED**. 12-9-19 9:00 AM STATUS CHECK: TRIAL READINESS 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - **FIRM**;

11/08/2019



**Status Check (3:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)

Status Check: Plaintiff's Status Report

Off Calendar;

Journal Entry Details:

Court received email re: timing of disclosure of questioned document examiner. COURT ORDERED, matter OFF CALENDAR. 12-9-19 9:00 AM STATUS CHECK: TRIAL READINESS 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - **FIRM** CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 11-13-19;

11/18/2019



**Motion for Leave (9:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)

Plaintiff's Motion for Leave to Allow Plaintiff to Take Additional Depositions on an Order Shortening Time

Granted;

Journal Entry Details:


Arguments by Mr. Campbell and Ms. Peterson. COURT ORDERED, Mr. Kane's affidavit provided by Mr. Campbell in open court MARKED as Court's Exhibit 1. (See worksheet.) COURT ORDERED, Plaintiff may take each of the depositions asked for and they will be limited to 3 hours each; Defendant may ask questions, too, beyond the 3 hours, but Plaintiff's counsel gets 3 hours. Mr. Campbell inquired as to how the Court wants to handle the issue about the computers as they are no longer available for them to inspect. Ms. Peterson responded that they understand the certification is due; she further advised there is a dispute that Mr. Peek has been trying to work out with Ms. Wakayama about experts that they originally retained; they had to engage a second expert, and they are trying to give the Court a supplemental status report on a forensic examination. Court stated it will await that report.

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Mr. Campbell advised he is not pressuring anyone for things to get done today, or tomorrow; he is simply raising this with the Court, because his guy is up in Oregon. Court noted that hopefully it will get a report on Friday, and that the Court is looking for two issues: questioned documents, and a forensic examination or a certification that the computer does not exist anymore. 12-9-19 9:00 AM STATUS CHECK: TRIAL READINESS 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;

- 12/04/2019 **Motion for Protective Order** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
Plaintiff Ruth Cohen's Objections to and Motion for Protective Order Regarding Defendants' Amended Notice of Subpoena to Wells Fargo  
Over Ruled;
- 12/04/2019 **Motion for Protective Order** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
Defendants' Motion for an Order Shortening Time for Hearing and Opposition to Plaintiff Ruth L. Cohen's Objections to and Motion for Protective Order Regarding Defendants' Amended Notice of Subpoena to Wells Fargo, N.A.  
Matter Heard;
- 12/04/2019 **Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
Motion to Seal Exhibit 6 to Defendants' Motion for an Order Shortening Time for Hearing and Opposition to Plaintiff Ruth L. Cohen's Objections to and Motion for Protective Order Regarding Defendants' Amended Notice of Subpoena to Wells Fargo, N.A.  
Granted;
- 12/04/2019  **All Pending Motions** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
Matter Heard;  
Journal Entry Details:  
PLAINTIFF RUTH COHEN'S OBJECTIONS TO AND MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANTS' AMENDED NOTICE OF SUBPOENA TO WELLS FARGO [ADVANCED from December 30, 2019]... ..DEFENDANTS' MOTION FOR AN ORDER SHORTENING TIME FOR HEARING AND OPPOSITION TO PLAINTIFF RUTH L. COHEN'S OBJECTIONS TO AND MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANTS' AMENDED NOTICE OF SUBPOENA TO WELLS FARGO, N.A....  
...MOTION TO SEAL EXHIBIT 6 TO DEFENDANTS' MOTION FOR AN ORDER SHORTENING TIME FOR HEARING AND OPPOSITION TO PLAINTIFF RUTH L. COHEN'S OBJECTIONS TO AND MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANTS' AMENDED NOTICE OF SUBPOENA TO WELLS FARGO, N.A.  
[ADVANCED from the January 3, 2020 chambers calendar] COURT ORDERED, Plaintiff Ruth Cohen's objections to and motion for protective order ADVANCED from December 30, 2019 per the order shortening time, and the Motion to Seal Exhibit 6 ADVANCED from the January 3, 2020 chambers calendar since it relates to the motion on calendar today. Motion to Seal GRANTED as unopposed. PLAINTIFF RUTH COHEN'S OBJECTIONS TO AND MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANTS' AMENDED NOTICE OF SUBPOENA TO WELLS FARGO [ADVANCED from December 30, 2019]...  
...DEFENDANTS' MOTION FOR AN ORDER SHORTENING TIME FOR HEARING AND OPPOSITION TO PLAINTIFF RUTH L. COHEN'S OBJECTIONS TO AND MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANTS' AMENDED NOTICE OF SUBPOENA TO WELLS FARGO, N.A.: Following arguments by counsel, COURT ORDERED, OBJECTIONS OVER RULED; the subpoena if served must be served by Friday; if served after Friday, the Defendants will lose it. Proposed order on the motion to compel that the parties have agreed to signed in open court and returned to Mr. Moser for filing. 12-9-19 9:00 AM STATUS CHECK: TRIAL READINESS 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;
- 12/09/2019  **Status Check: Trial Readiness** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
Matter Heard; status check set for jury questionnaires.  
Journal Entry Details:  
Mr. Peek advised he had 7 topics to discuss: (1) the deposition of the questioned documents examiner; (2) a request to extend the time to file motions in limine until after the 1st of the year; (3) Plaintiff's request for additional time to depose Paul Padda and the 30(b)(6) for Paul Padda Law; (4) the deposition of the forensic experts on Ruth Cohen's computers; (5) jury questionnaires; (6) a report on the Wells Fargo subpoena duces tecum, i.e., it was done on

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Thursday and the documents are to be delivered on or before December 18; (7) finally, he is anticipating seeking sanctions against Ms. Cohen for her failure to collect and produce what they now know exist on her computer and which she had testified to under oath was wiped out. Ms. Wakayama advised Plaintiff produced their expert report on the 22nd. Ms. Peterson advised the Defendants have not produced theirs and that she believes it will be later this month as the Court had said 30 days after the 22nd. COURT ORDERED, the depositions of the questioned documents examiners will be PERMITTED; the Court will let the parties work out the schedule, but the Court will not require that they be taken in any particular timeframe. Court noted Larry Smith (forensic computer expert). Ms. Wakayama advised the Plaintiffs plan on producing a rebuttal report and she believes it is due one week after the other side's report is produced. Ms. Peterson noted it is this week. Mr. Peek also noted there are two forensic experts. Ms. Wakayama advised they are not doing the same examiner; HOLO will do Ms. Cohen's and they are deciding on a rebuttal report for the Paul Padda Law computers. Colloquy regarding forensic computer experts. Court further noted Mr. Peek's intention to file a motion for sanctions. Mr. Campbell advised he will only take 40 minutes or so on each of the depositions of Paul Padda and the 30(b)(6) for Paul Padda Law. Ms. Peterson argued those depositions are done; Mr. Padda was deposed individually on November 7 and the 30(b)(6) deposition was taken on November 15; never was this discussed until Mr. Campbell brought it up with her after discovery closed. COURT DIRECTED Mr. Campbell to file a motion if newly discovered documents have been produced. With regards to the motions in limine, COURT NOTED it does not want to do those on OST but the Court can work with the parties if they modify their briefing schedule. Mr. Campbell and Mr. Peek advised they are now generating those motions. Ms. Peterson added that the parties will visit with each other and that maybe a stipulation will work. COURT NOTED that as long as the Court has them 4 days in advance. Mr. Peek inquired whether the motions would be heard on the Court's Wednesday session. Court stated a special setting may be created for them. With regards to a jury questionnaire, Mr. Campbell advised it is simply part of what he does as a trial lawyer; he has found it to be very effective, that it streamlines voir dire, and crystallizes issues that may have the jurors be subject to a peremptory challenge or for cause; they have not yet done a draft, but his is pretty straightforward and has been approved in the past. COURT ORDERED, any proposals need to be submitted by December 20, 2019. Matter SET for status check in chambers. If parties are unable to agree, for instance, on the synopsis/factual analysis, counsel to file a motion on OST, i.e. motion to adopt "my" version of the jury questionnaire, as the Court will probably need to have a final version to Jury Services by January 7. Mr. Campbell advised he will be filing a motion on OST with respect to an issue that recently developed related to discovery; they have taken the deposition of Wayne Price, a lawyer who worked at Paul Padda Law; he was very much opposed to having his deposition taken; he finally got a hold of Mr. Price and told him straightforwardly that they would subpoena him and take his deposition; they took his deposition; an affidavit was created after Mr. Price received monies and was created by Paul Padda Law, not him, and they also found out the document had multiple iterations; he was told the documents and iterations would not be produced. COURT DIRECTED Mr. Campbell to put this issue in a motion and file it on OST. 12-20-19 CHAMBERS STATUS CHECK: JURY QUESTIONNAIRE 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;

12/16/2019

**Motion to Compel** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

*Plaintiff's Motion to Compel Wayne Price, Patty Davidson, and Paul Padda to Appear for Their Continued Depositions and to Produce Documents on Order Shortening Time.*

Granted in Part;

Journal Entry Details:

Following arguments by Mr. Campbell and Ms. Peterson, COURT ORDERED, motion GRANTED IN PART. Each of the 3 depositions may be completed either in the remaining time period or in a period not to exceed 2 hours, whichever is less. The remaining documents and any preserved communications are to be produced, or a certification as to the unavailability or failed efforts to locate those documents or communications is to be done. There will be a limitation on scope to newly disclosed information identified in the motion as well as additional information produced between now and when the depositions occur, unless it was something that was previously available. Ms. Peterson advised she can respond to the certification or production within this week. Court noted it is fine with the depositions being finished in early January and that it does not think they would impact pre-trial motions that the parties would be filing. Mr. Campbell and Ms. Peterson further advised they are going forward with a jury questionnaire, that they both have drafts, and are working to meet the Court's deadline. 12-20-19 CHAMBERS STATUS CHECK: JURY QUESTIONNAIRE 1-16-20 9:30 AM PRE TRIAL CONFERENCE 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;

**0038**

**CASE SUMMARY****CASE NO. A-19-792599-B**

12/20/2019

**Status Check** (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)**12/20/2019, 12/27/2019, 12/30/2019***Status Check: Jury Questionnaire*

Matter Continued;

Hearing Set;

Matter Heard;

Matter Continued;

Hearing Set;

Matter Heard;

Journal Entry Details:

*COURT noting both parties have submitted proposed jury questionnaires, ORDERED, status check CONTINUED to Monday, December 30, 2019 for in court discussion. 12-30-19 9:00 AM PLAINTIFF'S MOTION TO ADOPT PLAINTIFF'S VERSION OF THE PROPOSED JURY QUESTIONNAIRE ON AN ORDER SHORTENING TIME... ...DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO ADOPT PLAINTIFF'S VERSION OF THE PROPOSED JURY QUESTIONNAIRE AND COUNTERMOTION TO ADOPT DEFENDANTS' VERSION OF THE PROPOSED JURY QUESTIONNAIRE... ...STATUS CHECK: JURY QUESTIONNAIRE 1-16-20 9:30 AM PRE TRIAL CONFERENCE 1-27-20 9:00 AM MOTION FOR SUMMARY JUDGMENT...MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND EXHIBIT 39 AND TO SEAL EXHIBITS 20, 21, 28 AND 31 2-3-20 10:00 AM PLAINTIFF'S MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT... ...PLAINTIFF'S MOTION IN LIMINE NO. 1 TO EXCLUDE ARGUMENT, TESTIMONY, OR OTHER EVIDENCE REGARDING THE JAY PAUL GURIAN A/K/A JACK GURIAN CASE... ...PLAINTIFF'S MOTION IN LIMINE NO. 3 TO EXCLUDE EVIDENCE CONCERNING ALLEGATIONS, CLAIMS, AND DEFENSES IN MS. COHEN'S UNRELATED LITIGATION... ...PLAINTIFF'S MOTION IN LIMINE NO. 4 TO EXCLUDE PRIVILEGED ACCOUNTANT-CLIENT COMMUNICATIONS... ...PLAINTIFF'S MOTION IN LIMINE NO. 5 TO EXCLUDE ALL EVIDENCE AND ARGUMENT REGARDING MS. COHEN'S POLITICAL BELIEFS AND OPINIONS, RELIGIOUS BELIEFS, ALLEGED RACISM, BIGOTRY, OR HOMOPHOBIA... ...PLAINTIFF'S MOTION IN LIMINE NO. 6 TO EXCLUDE TESTIMONY OF SETH COGAN... ...PLAINTIFF'S MOTION IN LIMINE NO. 7 TO EXCLUDE TESTIMONY OF DEFENDANTS WITNESSES THE SUBJECTS OF WHOSE TESTIMONY ARE UNDISCLOSED AND UNKNOWN... ...PLAINTIFF'S MOTION IN LIMINE NO. 8 RENEWING MOTION TO STRIKE ROBERT VANNAH AS AN EXPERT AND EXCLUDE HIS REPORT AND TESTIMONY... ...DEFENDANTS' MOTION IN LIMINE NO. 2 TO PRECLUDE PLAINTIFF FROM OFFERING EVIDENCE AND/OR ARGUMENT REGARDING DEFENDANTS' FINANCIAL CONDITION DURING THE INITIAL LIABILITY PHASE OF TRIAL... ...MOTION IN LIMINE #6 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF JEFFREY APPEL REGARDING CERTAIN FINANCIAL DOCUMENTS... ...MOTION IN LIMINE #9 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE THE TESTIMONY AND REPORT OF KATHLEEN ANNUNZIATA NICOLAIDES... ...DEFENDANTS' MOTION IN LIMINE NO. 3 TO PRECLUDE PLAINTIFF FROM OFFERING ANY EVIDENCE OF AND/OR COMPUTATION FOR UNJUST ENRICHMENT AND QUANTUM MERUIT DAMAGES AT TRIAL... ...MOTION IN LIMINE # 4 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF PLAINTIFF'S PROPOSED SUMMARY WITNESS KATHY CAMPAGNA... ...MOTION IN LIMINE NO 5 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND KARLA KOUTZ'S HEARSAY TESTIMONY AND SPECULATION... ...MOTION IN LIMINE # 7 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OR TESTIMONY OF MR. PADDA'S JOB PERFORMANCE AT THE UNITED STATES ATTORNEY'S OFFICE AND CLIENTS' OPINIONS OR EXPERIENCES... ...MOTION IN LIMINE NO. 8 - DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO... ...MOTION IN LIMINE NO. 10 - DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OR TESTIMONY RELATED TO WAYNE PRICE'S HISTORY WITH PAUL PADDA LAW, PLLC... ...MOTION IN LIMINE # 11 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE, TESTIMONY OF ARGUMENT RELATED TO ALLEGED HEALTH ISSUES SUFFERED BY MS. COHEN AFTER September 12,2016... ...MOTION IN LIMINE # 12 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE THE TESTIMONY AND REPORT OF MICHAEL HOLPUCH... ...MOTION IN LIMINE NO. 13 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF KARLA KOUTZ REGARDING HER OPINION OF PAUL PADDA'S CHARACTER FOR TRUTHFULNESS... ...MOTION IN LIMINE # 14 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF LAY WITNESSES REGARDING*

**0039**

# CASE SUMMARY

CASE No. A-19-792599-B

WHETHER PLAINTIFF TRUSTED DEFENDANT PAUL S. PADDA, ESQ.... PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 1 TO MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT...  
...MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 5 AND SEAL EXHIBITS 1-2...  
...MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 8 - MOTION TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO...  
...MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 1 AND SEAL EXHIBITS 1 - 3 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-27-19;

Matter Continued;

Hearing Set;

Matter Heard;

Journal Entry Details:

COURT NOTED no jury questionnaire received, ORDERED, matter CONTINUED for one week. 12-26-19 9:00 AM PLAINTIFF'S MOTION TO EXTEND OPPOSITION DEADLINE AND ESTABLISH BRIEFING SCHEDULE ON ORDER SHORTENING TIME 12-30-19 9:00 am PLAINTIFF'S MOTION TO ADOPT PLAINTIFF'S VERSION OF THE PROPOSED JURY QUESTIONNAIRE ON AN ORDER SHORTENING TIME 12-27-19 CHAMBERS STATUS CHECK: JURY QUESTIONNAIRE 1-16-20 9:30 AM PRE TRIAL CONFERENCE 1-21-20 9:00 AM MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND EXHIBIT 39 AND TO SEAL EXHIBITS 20, 21, 28 AND 31 1-24-20 CHAMBERS PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 1 TO MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT...  
...MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 5 AND SEAL EXHIBITS 1-2...  
...MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 8 - MOTION TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO...  
...MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 1 AND SEAL EXHIBITS 1 - 3 1-27-20 9:00 AM MOTION FOR SUMMARY JUDGMENT...  
...PLAINTIFF'S MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT...  
...PLAINTIFF'S MOTION IN LIMINE NO. 1 TO EXCLUDE ARGUMENT, TESTIMONY, OR OTHER EVIDENCE REGARDING THE JAY PAUL GURIAN A/K/A JACK GURIAN CASE...  
...PLAINTIFF'S MOTION IN LIMINE NO. 3 TO EXCLUDE EVIDENCE CONCERNING ALLEGATIONS, CLAIMS, AND DEFENSES IN MS. COHEN S UNRELATED LITIGATION...  
...PLAINTIFF'S MOTION IN LIMINE NO. 4 TO EXCLUDE PRIVILEGED ACCOUNTANT-CLIENT COMMUNICATIONS...  
...PLAINTIFF'S MOTION IN LIMINE NO. 5 TO EXCLUDE ALL EVIDENCE AND ARGUMENT REGARDING MS. COHEN S POLITICAL BELIEFS AND OPINIONS, RELIGIOUS BELIEFS, ALLEGED RACISM, BIGOTRY, OR HOMOPHOBIA...  
...PLAINTIFF'S MOTION IN LIMINE NO. 6 TO EXCLUDE TESTIMONY OF SETH COGAN...  
...PLAINTIFF'S MOTION IN LIMINE NO. 7 TO EXCLUDE TESTIMONY OF DEFENDANTS WITNESSES THE SUBJECTS OF WHOSE TESTIMONY ARE UNDISCLOSED AND UNKNOWN...  
...PLAINTIFF'S MOTION IN LIMINE NO. 8 RENEWING MOTION TO STRIKE ROBERT VANNAH AS AN EXPERT AND EXCLUDE HIS REPORT AND TESTIMONY...  
...DEFENDANTS' MOTION IN LIMINE NO. 2 TO PRECLUDE PLAINTIFF FROM OFFERING EVIDENCE AND/OR ARGUMENT REGARDING DEFENDANTS' FINANCIAL CONDITION DURING THE INITIAL LIABILITY PHASE OF TRIAL...  
...MOTION IN LIMINE #6 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF JEFREY APPEL REGARDING CERTAIN FINANCIAL DOCUMENTS...  
...MOTION IN LIMINE #9 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE THE TESTIMONY AND REPORT OF KATHLEEN ANNUNZIATA NICOLAIDES...  
...DEFENDANTS' MOTION IN LIMINE NO. 3 TO PRECLUDE PLAINTIFF FROM OFFERING ANY EVIDENCE OF AND/OR COMPUTATION FOR UNJUST ENRICHMENT AND QUANTUM MERUIT DAMAGES AT TRIAL...  
...MOTION IN LIMINE # 4 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF PLAINTIFF'S PROPOSED SUMMARY WITNESS KATHY CAMPAGNA...  
...MOTION IN LIMINE NO 5 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND KARLA KOUTZ'S HEARSAY TESTIMONY AND SPECULATION...  
...MOTION IN LIMINE # 7 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OR TESTIMONY OF MR. PADDA'S JOB PERFORMANCE AT THE UNITED STATES ATTORNEY'S OFFICE AND CLIENTS' OPINIONS OR EXPERIENCES...  
...MOTION IN LIMINE NO. 8 - DEFENDANTS' MOTION

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**CASE SUMMARY****CASE No. A-19-792599-B**

IN LIMINE TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO... ..MOTION IN LIMINE NO. 10 - DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OR TESTIMONY RELATED TO WAYNE PRICE'S HISTORY WITH PAUL PADDAS LAW, PLLC... ..MOTION IN LIMINE # 11 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE, TESTIMONY OF ARGUMENT RELATED TO ALLEGED HEALTH ISSUES SUFFERED BY MS. COHEN AFTER SEPTEMBER 12, 2016... ..MOTION IN LIMINE # 12 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE THE TESTIMONY AND REPORT OF MICHAEL HOLPUCH... ..MOTION IN LIMINE NO. 13 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF KARLA KOUTZ REGARDING HER OPINION OF PAUL PADDAS CHARACTER FOR TRUTHFULNESS... ..MOTION IN LIMINE # 14 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF LAY WITNESSES REGARDING WHETHER PLAINTIFF TRUSTED DEFENDANT PAUL S. PADDAS, ESQ... 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-23-19;

12/23/2019

**Telephonic Conference (10:45 AM) (Judicial Officer: Gonzalez, Elizabeth)**

Telephonic Conference re: Deposition Issue

Matter Heard;

Journal Entry Details:


Call held at 10:35 am. Mr. Campbell advised a court reporter and videographer are also present in the room with them. Mr. Campbell explained that the Plaintiff is entitled to receive the original receipt of final payment that has never been produced before. Mr. Campbell stated he has not actually received the original; yesterday, he communicated by text and by email with Ms. Peterson, who has shown him the original this morning but does not want it marked in this proceeding and does not want the court reporter to be in possession of it; he would like that to be the case, that the court reporter, an independent third party, be in possession of the original. Upon Court's inquiry, Mr. Campbell replied that it is difficult to tell whether the signature is in ink; on the reverse side, the only impression on it is the office manager Patricia Davidson's notary stamp; it appears that part of the document is torn; Mr. Padda's explanation was that checks were attached to it and he tore off the check and just brought this document today to give to Ms. Peterson. Ms. Peterson noted the Court's prior order regarding depositions; the document they are talking about is a receipt of final payment signed by Wayne Price; the copy was already made available under Bates label Padda 8250, which is an exhibit to the deposition; Mr. Campbell wanted to make the original document an exhibit, and she said no, that counsel can come and inspect the original document at Holland and Hart as she does not want to lose the document. Upon Court's inquiry, Mr. Campbell stated he does not know yet but he may have the questioned documents examiner look at it. **COURT ORDERED**, it also does not want the court reporter to be the person who is in custody of this particular document and would prefer it to be in the custody of Ms. Peterson and the risk of loss be associated with her, rather than the court reporter; however, counsel for Plaintiff may use any examination techniques they would like to on the document, and if they think it is appropriate for the questioned documents examiner to look at it, they are to arrange for that examination with either Ms. Peterson or Mr. Peek in his office. Further, the document is **TO BE PLACED** in a clear sleeve. 12-26-19 9:00 AM PLAINTIFF'S MOTION TO EXTEND OPPOSITION DEADLINE AND ESTABLISH BRIEFING SCHEDULE ON ORDER SHORTENING TIME...DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO EXTEND OPPOSITION DEADLINE AND ESTABLISH BRIEFING SCHEDULE ON ORDER SHORTENING TIME AND COUNTERMOTION TO ADVANCE HEARING DATE ON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT 12-30-19 9:00 AM PLAINTIFF'S MOTION TO ADOPT PLAINTIFF'S VERSION OF THE PROPOSED JURY QUESTIONNAIRE ON AN ORDER SHORTENING TIME 12-27-19 CHAMBERS STATUS CHECK: JURY QUESTIONNAIRE 1-16-20 9:30 AM PRE TRIAL CONFERENCE 1-21-20 9:00 AM MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND EXHIBIT 39 AND TO SEAL EXHIBITS 20, 21, 28 AND 31 1-24-20 CHAMBERS PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 1 TO MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 5 AND SEAL EXHIBITS 1-2... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 8 - MOTION TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 1 AND SEAL EXHIBITS 1 - 3 1-27-20 9:00 AM MOTION FOR SUMMARY JUDGMENT... ..PLAINTIFF'S MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING

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# CASE SUMMARY

CASE No. A-19-792599-B

ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT... ..PLAINTIFF'S MOTION IN LIMINE NO. 1 TO EXCLUDE ARGUMENT, TESTIMONY, OR OTHER EVIDENCE REGARDING THE JAY PAUL GURIAN A/K/A JACK GURIAN CASE... ..PLAINTIFF'S MOTION IN LIMINE NO. 3 TO EXCLUDE EVIDENCE CONCERNING ALLEGATIONS, CLAIMS, AND DEFENSES IN MS. COHEN S UNRELATED LITIGATION... ..PLAINTIFF'S MOTION IN LIMINE NO. 4 TO EXCLUDE PRIVILEGED ACCOUNTANT-CLIENT COMMUNICATIONS... ..PLAINTIFF'S MOTION IN LIMINE NO. 5 TO EXCLUDE ALL EVIDENCE AND ARGUMENT REGARDING MS. COHEN S POLITICAL BELIEFS AND OPINIONS, RELIGIOUS BELIEFS, ALLEGED RACISM, BIGOTRY, OR HOMOPHOBIA... ..PLAINTIFF'S MOTION IN LIMINE NO. 6 TO EXCLUDE TESTIMONY OF SETH COGAN... ..PLAINTIFF'S MOTION IN LIMINE NO. 7 TO EXCLUDE TESTIMONY OF DEFENDANTS WITNESSES THE SUBJECTS OF WHOSE TESTIMONY ARE UNDISCLOSED AND UNKNOWN... ..PLAINTIFF'S MOTION IN LIMINE NO. 8 RENEWING MOTION TO STRIKE ROBERT VANNAH AS AN EXPERT AND EXCLUDE HIS REPORT AND TESTIMONY... ..DEFENDANTS' MOTION IN LIMINE NO. 2 TO PRECLUDE PLAINTIFF FROM OFFERING EVIDENCE AND/OR ARGUMENT REGARDING DEFENDANTS' FINANCIAL CONDITION DURING THE INITIAL LIABILITY PHASE OF TRIAL... ..MOTION IN LIMINE #6 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF JEFREY APPEL REGARDING CERTAIN FINANCIAL DOCUMENTS... ..MOTION IN LIMINE #9 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE THE TESTIMONY AND REPORT OF KATHLEEN ANNUNZIATA NICOLAIDES... ..DEFENDANTS' MOTION IN LIMINE NO. 3 TO PRECLUDE PLAINTIFF FROM OFFERING ANY EVIDENCE OF AND/OR COMPUTATION FOR UNJUST ENRICHMENT AND QUANTUM MERUIT DAMAGES AT TRIAL... ..MOTION IN LIMINE # 4 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF PLAINTIFF'S PROPOSED SUMMARY WITNESS KATHY CAMPAGNA... ..MOTION IN LIMINE NO 5 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND KARLA KOUTZ'S HEARSAY TESTIMONY AND SPECULATION... ..MOTION IN LIMINE # 7 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OR TESTIMONY OF MR. PADDA'S JOB PERFORMANCE AT THE UNITED STATES ATTORNEY'S OFFICE AND CLIENTS' OPINIONS OR EXPERIENCES... ..MOTION IN LIMINE NO. 8 - DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO... ..MOTION IN LIMINE NO. 10 - DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OR TESTIMONY RELATED TO WAYNE PRICE'S HISTORY WITH PAUL PADDA LAW, PLLC... ..MOTION IN LIMINE # 11 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE, TESTIMONY OF ARGUMENT RELATED TO ALLEGED HEALTH ISSUES SUFFERED BY MS. COHEN AFTER September 12,2016... ..MOTION IN LIMINE # 12 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE THE TESTIMONY AND REPORT OF MICHAEL HOLPUCH... ..MOTION IN LIMINE NO. 13 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF KARLA KOUTZ REGARDING HER OPINION OF PAUL PADDA'S CHARACTER FOR TRUTHFULNESS... ..MOTION IN LIMINE # 14 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF LAY WITNESSES REGARDING WHETHER PLAINTIFF TRUSTED DEFENDANT PAUL S. PADDA, ESQ.... 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;

- 12/26/2019 **Motion** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
*Plaintiff's Motion to Extend Opposition Deadline and Establish Briefing Schedule on Order Shortening Time*  
Granted;
- 12/26/2019 **Opposition and Countermotion** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
*Defendants' Opposition to Plaintiff's Motion to Extend Opposition Deadline and Establish Briefing Schedule on Order Shortening Time And Countermotion to Advance Hearing Date on Defendants' Motion for Summary Judgment*  
Matter Heard;
- 12/26/2019  **All Pending Motions** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
Matter Heard;  
Journal Entry Details:  
*PLAINTIFF'S MOTION TO EXTEND OPPOSITION DEADLINE AND ESTABLISH BRIEFING SCHEDULE ON ORDER SHORTENING TIME...DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO EXTEND OPPOSITION DEADLINE AND ESTABLISH BRIEFING SCHEDULE ON ORDER SHORTENING TIME AND COUNTERMOTION TO*

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**CASE SUMMARY****CASE No. A-19-792599-B**

ADVANCE HEARING DATE ON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT Arguments by counsel. Court proposed that the motion for summary judgment remain where it currently is and the motions in limine be moved to February 3rd at 10 am. Court RECESSED for counsel to check co-counsel's schedules. Matter RECALLED. Mr. Moser advised Ms. Wakayama and Mr. Campbell are both available on February 3rd. COURT ORDERED, all motions in limine RESET on Monday, February 3, 2020 at 10 am; the motion for summary judgment will REMAIN where it is currently scheduled on January 27, 2020; oppositions to all motions DUE January 10, 2020; replies to all motions DUE January 24, 2020 at noon; counsel to deliver courtesy copies to chambers and if there are any exhibits provide them in tabbed form. Colloquy regarding the jury questionnaire. Ms. Peterson advised she does not know whether the other side has agreed to the Defendants' version so they will file a separate motion. COURT DIRECTED the parties to email both their versions in Microsoft Word format by tomorrow, Friday, December 27, at noon. Ms. Peterson confirmed she placed the document discussed at the December 23rd conference call in a plastic sleeve. Mr. Peterson further advised that they took the deposition of Mr. Price, a third party witness, that afternoon; they did not finish, because it came out that he has been receiving email communications from Ms. Cohen and that Ms. Cohen has apparently provided him discovery and asked him to comment on information; all that took place in August; she is now concerned about Ms. Cohen's 16.1 production. COURT ORDERED, Plaintiff to PRODUCE these communications, unless they are privileged; if Plaintiff thinks information is privileged it is to be placed on a privilege log. Mr. Moser advised he was not in that deposition so this is news to him, and he does not know Ms. Wakayama's and her assistant's availability regarding resuming the deposition. At the request of Ms. Peterson, COURT NOTED that it will be happy for the Defendants to have the information by Wednesday next week; the Court will get an update from Ms. Wakayama on Monday (December 30, 2019). Ms. Peterson inquired whether the Court would like an order for this. Court stated counsel is welcome to prepare one although they have the AV recording and the minutes. 12-27-19 CHAMBERS STATUS CHECK: JURY QUESTIONNAIRE 12-30-19 9:00 am PLAINTIFF'S MOTION TO ADOPT PLAINTIFF'S VERSION OF THE PROPOSED JURY QUESTIONNAIRE ON AN ORDER SHORTENING TIME 1-16-20 9:30 AM PRE TRIAL CONFERENCE 1-27-20 9:00 AM MOTION FOR SUMMARY JUDGMENT...MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND EXHIBIT 39 AND TO SEAL EXHIBITS 20, 21, 28 AND 31 2-3-20 10:00 AM PLAINTIFF'S MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT... ..PLAINTIFF'S MOTION IN LIMINE NO. 1 TO EXCLUDE ARGUMENT, TESTIMONY, OR OTHER EVIDENCE REGARDING THE JAY PAUL GURIAN A/K/A JACK GURIAN CASE... ..PLAINTIFF'S MOTION IN LIMINE NO. 3 TO EXCLUDE EVIDENCE CONCERNING ALLEGATIONS, CLAIMS, AND DEFENSES IN MS. COHEN S UNRELATED LITIGATION... ..PLAINTIFF'S MOTION IN LIMINE NO. 4 TO EXCLUDE PRIVILEGED ACCOUNTANT-CLIENT COMMUNICATIONS... ..PLAINTIFF'S MOTION IN LIMINE NO. 5 TO EXCLUDE ALL EVIDENCE AND ARGUMENT REGARDING MS. COHEN S POLITICAL BELIEFS AND OPINIONS, RELIGIOUS BELIEFS, ALLEGED RACISM, BIGOTRY, OR HOMOPHOBIA... ..PLAINTIFF'S MOTION IN LIMINE NO. 6 TO EXCLUDE TESTIMONY OF SETH COGAN... ..PLAINTIFF'S MOTION IN LIMINE NO. 7 TO EXCLUDE TESTIMONY OF DEFENDANTS WITNESSES THE SUBJECTS OF WHOSE TESTIMONY ARE UNDISCLOSED AND UNKNOWN... ..PLAINTIFF'S MOTION IN LIMINE NO. 8 RENEWING MOTION TO STRIKE ROBERT VANNAH AS AN EXPERT AND EXCLUDE HIS REPORT AND TESTIMONY... ..DEFENDANTS' MOTION IN LIMINE NO. 2 TO PRECLUDE PLAINTIFF FROM OFFERING EVIDENCE AND/OR ARGUMENT REGARDING DEFENDANTS' FINANCIAL CONDITION DURING THE INITIAL LIABILITY PHASE OF TRIAL... ..MOTION IN LIMINE #6 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF JEFREY APPEL REGARDING CERTAIN FINANCIAL DOCUMENTS... ..MOTION IN LIMINE #9 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE THE TESTIMONY AND REPORT OF KATHLEEN ANNUNZIATA NICOLAIDES... ..DEFENDANTS' MOTION IN LIMINE NO. 3 TO PRECLUDE PLAINTIFF FROM OFFERING ANY EVIDENCE OF AND/OR COMPUTATION FOR UNJUST ENRICHMENT AND QUANTUM MERUIT DAMAGES AT TRIAL... ..MOTION IN LIMINE # 4 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF PLAINTIFF'S PROPOSED SUMMARY WITNESS KATHY CAMPAGNA... ..MOTION IN LIMINE NO 5 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND KARLA KOUTZ'S HEARSAY TESTIMONY AND SPECULATION... ..MOTION IN LIMINE # 7 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OR TESTIMONY OF MR. PADDA'S JOB PERFORMANCE AT THE UNITED STATES ATTORNEY'S OFFICE AND CLIENTS' OPINIONS OR EXPERIENCES... ..MOTION IN LIMINE NO. 8 - DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO... ..MOTION IN LIMINE

**0043**


# CASE SUMMARY

CASE NO. A-19-792599-B

NO. 10 - DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OR TESTIMONY RELATED TO WAYNE PRICE'S HISTORY WITH PAUL PADDA LAW, PLLC... ..MOTION IN LIMINE # 11 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE, TESTIMONY OF ARGUMENT RELATED TO ALLEGED HEALTH ISSUES SUFFERED BY MS. COHEN AFTER September 12,2016... ..MOTION IN LIMINE # 12 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE THE TESTIMONY AND REPORT OF MICHAEL HOLPUCH... ..MOTION IN LIMINE NO. 13 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF KARLA KOUTZ REGARDING HER OPINION OF PAUL PADDA'S CHARACTER FOR TRUTHFULNESS... ..MOTION IN LIMINE # 14 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF LAY WITNESSES REGARDING WHETHER PLAINTIFF TRUSTED DEFENDANT PAUL S. PADDA, ESQ.... PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 1 TO MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 5 AND SEAL EXHIBITS 1-2... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 8 - MOTION TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 1 AND SEAL EXHIBITS 1 - 3 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;

12/30/2019 **Motion** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
*Plaintiff's Motion to Adopt Plaintiff's Version of the Proposed Jury Questionnaire on an Order Shortening Time*  
Denied;

12/30/2019 **Opposition and Countermotion** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
*Defendants' Opposition to Plaintiff's Motion to Adopt Plaintiff's Version of the Proposed Jury Questionnaire and Countermotion to Adopt Defendants' Version of the Proposed Jury Questionnaire*  
Denied;

12/30/2019  **All Pending Motions** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)  
Matter Heard;  
Journal Entry Details:  
  
*PLAINTIFF'S MOTION TO ADOPT PLAINTIFF'S VERSION OF THE PROPOSED JURY QUESTIONNAIRE ON AN ORDER SHORTENING TIME... ..DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO ADOPT PLAINTIFF'S VERSION OF THE PROPOSED JURY QUESTIONNAIRE AND COUNTERMOTION TO ADOPT DEFENDANTS' VERSION OF THE PROPOSED JURY QUESTIONNAIRE... ..STATUS CHECK: JURY QUESTIONNAIRE COURT distributed copies of the draft jury questionnaire, ORDERED, draft questionnaire MARKED as Court's Exhibit 1 for today. (See worksheet.) Court further advised that the jury commissioner is out of town; the Court needs to discuss with her question no. 16 regarding race and ethnicity to be consistent with the report that the Court needs to provide as well as the method. The Court has looked at both versions of the questionnaire and statement of facts; the parties are to REVIEW their copy of Court's Exhibit 1 and PROVIDE comments to the Court by Thursday (January 2, 2020) at NOON, identifying any substantive issues that the Court has missed and that the parties think need to be included. COURT ORDERED, both motions to adopt are DENIED; the Court will not adopt either version but will utilize something similar to Court's Exhibit 1. Parties to submit either a status report or send an email, keeping in mind that emails are left side filed and may not go up to the Nevada Supreme Court. Ms. Wakayama advised there is an issue related to the Court's December 19 order regarding production of communications between Mr. Price, Patty Davidson, Paul Padda, and their agents between August 1, 2018 and December 2, 2019; the Plaintiff received a handful of texts that began in November 2019 between Mr. Padda and Mr. Price; the continued depositions took place on December 23rd, and Mr. Padda testified he did a thorough search on his own without a third party vendor to produce communications; later that day Mr. Price testified there are additional communications and texts, and read that from his phone, between Mr. Padda and himself; there are also texts between Mr. Price and Ms. Davidson; the Plaintiff has not received those nor any internal communications in Paul Padda Law as ordered. Ms. Peterson responded that they were not able to complete the Price deposition, because Mr. Price himself said he had been sent a number of communications from Ms. Cohen; she is not certain that what Mr. Price testified to about communications with Ms. Davidson are accurate; he seemed to be conflating emails with text messages; in his testimony, he referred to a text that he was looking at in an*

0044

**CASE SUMMARY****CASE No. A-19-792599-B**

exhibit that was clearly an email; they are trying to figure out exactly what Mr. Price was reading from his own phone to Ms. Cohen, but they believe they have complied with the Court's order; they may have to supplement subsequent to the deposition; they are also trying to coordinate resuming Mr. Price's deposition but do not know when the documents will be produced. Ms. Wakayama represented that they will produce Ms. Cohen's communications with Mr. Price today; there are 2 email chains that Ms. Cohen has located on her computer; there is one email that Mr. Price testified to in his deposition that he blind copied Ms. Cohen on, which neither Ms. Cohen nor they could find, so they asked Holo last week to try to find it on Ms. Cohen's computer. Court inquired whether it would be easier to have Mr. Price detail all the communications on his phone. Ms. Peterson argued that was her same request but they stopped the deposition due to lack of staff and all sorts of issues. Ms. Wakayama advised they already did that but she has not yet received anything; her suggestion would be to mine out internal communications for production. Ms. Peterson argued it needs to be both ways. COURT ORDERED, a certification needs to be provided by a qualified I.T. professional that a search has been done and no further communications can be found. Upon Ms. Peterson's inquiry, Court clarified the text messages will be coming out of Mr. Price's phone; those not on his phone will be the internal communications at the law firm about Mr. Price after his departure. Ms. Wakayama added the Plaintiff also requests texts between Mr. Padda and Ms. Davidson because Ms. Davidson testified they do text each other. Court stated it will NOT ORDER those but the Court understands the parties can ask those questions. 1-16-20 9:30 AM PRE TRIAL CONFERENCE 1-27-20 9:00 AM MOTION FOR SUMMARY JUDGMENT...MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND EXHIBIT 39 AND TO SEAL EXHIBITS 20, 21, 28 AND 31 2-3-20 10:00 AM PLAINTIFF'S MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT... ..PLAINTIFF'S MOTION IN LIMINE NO. 1 TO EXCLUDE ARGUMENT, TESTIMONY, OR OTHER EVIDENCE REGARDING THE JAY PAUL GURIAN A/K/A JACK GURIAN CASE... ..PLAINTIFF'S MOTION IN LIMINE NO. 3 TO EXCLUDE EVIDENCE CONCERNING ALLEGATIONS, CLAIMS, AND DEFENSES IN MS. COHEN S UNRELATED LITIGATION... ..PLAINTIFF'S MOTION IN LIMINE NO. 4 TO EXCLUDE PRIVILEGED ACCOUNTANT-CLIENT COMMUNICATIONS... ..PLAINTIFF'S MOTION IN LIMINE NO. 5 TO EXCLUDE ALL EVIDENCE AND ARGUMENT REGARDING MS. COHEN'S POLITICAL BELIEFS AND OPINIONS, RELIGIOUS BELIEFS, ALLEGED RACISM, BIGOTRY, OR HOMOPHOBIA... ..PLAINTIFF'S MOTION IN LIMINE NO. 6 TO EXCLUDE TESTIMONY OF SETH COGAN... ..PLAINTIFF'S MOTION IN LIMINE NO. 7 TO EXCLUDE TESTIMONY OF DEFENDANTS WITNESSES THE SUBJECTS OF WHOSE TESTIMONY ARE UNDISCLOSED AND UNKNOWN... ..PLAINTIFF'S MOTION IN LIMINE NO. 8 RENEWING MOTION TO STRIKE ROBERT VANNAH AS AN EXPERT AND EXCLUDE HIS REPORT AND TESTIMONY... ..DEFENDANTS' MOTION IN LIMINE NO. 2 TO PRECLUDE PLAINTIFF FROM OFFERING EVIDENCE AND/OR ARGUMENT REGARDING DEFENDANTS' FINANCIAL CONDITION DURING THE INITIAL LIABILITY PHASE OF TRIAL... ..MOTION IN LIMINE #6 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF JEFREY APPEL REGARDING CERTAIN FINANCIAL DOCUMENTS... ..MOTION IN LIMINE #9 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE THE TESTIMONY AND REPORT OF KATHLEEN ANNUNZIATA NICOLAIDES... ..DEFENDANTS' MOTION IN LIMINE NO. 3 TO PRECLUDE PLAINTIFF FROM OFFERING ANY EVIDENCE OF AND/OR COMPUTATION FOR UNJUST ENRICHMENT AND QUANTUM MERUIT DAMAGES AT TRIAL... ..MOTION IN LIMINE # 4 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF PLAINTIFF'S PROPOSED SUMMARY WITNESS KATHY CAMPAGNA... ..MOTION IN LIMINE NO 5 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND KARLA KOUTZ'S HEARSAY TESTIMONY AND SPECULATION... ..MOTION IN LIMINE # 7 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OR TESTIMONY OF MR. PADDAS JOB PERFORMANCE AT THE UNITED STATES ATTORNEY'S OFFICE AND CLIENTS' OPINIONS OR EXPERIENCES... ..MOTION IN LIMINE NO. 8 - DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO... ..MOTION IN LIMINE NO. 10 - DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OR TESTIMONY RELATED TO WAYNE PRICE'S HISTORY WITH PAUL PADDAS LAW, PLLC... ..MOTION IN LIMINE # 11 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE, TESTIMONY OF ARGUMENT RELATED TO ALLEGED HEALTH ISSUES SUFFERED BY MS. COHEN AFTER September 12,2016... ..MOTION IN LIMINE # 12 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE THE TESTIMONY AND REPORT OF MICHAEL HOLPUCH... ..MOTION IN LIMINE NO. 13 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF KARLA KOUTZ REGARDING HER OPINION OF PAUL PADDAS CHARACTER FOR TRUTHFULNESS... ..MOTION IN LIMINE # 14 DEFENDANTS'

**0045**

# CASE SUMMARY

CASE No. A-19-792599-B

MOTION IN LIMINE TO EXCLUDE TESTIMONY OF LAY WITNESSES REGARDING WHETHER PLAINTIFF TRUSTED DEFENDANT PAUL S. PADDAS, ESQ.... PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 1 TO MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT... ...MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 5 AND SEAL EXHIBITS 1-2... ...MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 8 - MOTION TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO... ...MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 1 AND SEAL EXHIBITS 1 - 3 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;

01/08/2020



**Motion to Compel** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

*Defendants' Motion to Compel Plaintiff to Produce Certain Documents that are Relevant and Material to This Case on An Order Shortening Time for Hearing*

Granted;

Journal Entry Details:

DISCUSSION REGARDING JURY QUESTIONNAIRE: COURT ORDERED, race report MARKED as Court's Exhibit 1. (See worksheet.) Court noted the race and ethnicity categories will be used, and the Judicial Executive Assistant will modify question no. 16; the jury questionnaire will be sent out to the parties and the Jury Commissioner on Friday; the Jury Commissioner has also indicated that the parties need to make the copies. Both sides advised they are fine with using HOLO. Court noted 100 people will be summoned and 125 questionnaires will be given out. DEFENDANTS' MOTION TO COMPEL PLAINTIFF TO PRODUCE CERTAIN DOCUMENTS THAT ARE RELEVANT AND MATERIAL TO THIS CASE ON AN ORDER SHORTENING TIME FOR HEARING: Arguments by Mr. Peek and Mr. Moser. COURT ORDERED, email re: email from Wayne Price to Paul Padda with bcc to Ruth Cohen MARKED as Court's Exhibit 2, and Plaintiff's ESI Privilege Log MARKED as Court's Exhibit 3 for today. (See worksheet.) COURT ORDERED, the electronic storage devices of Ms. Cohen will be delivered to HOLO for HOLO to do a search of the devices, including any deleted or hidden files of any communications with any witness and Ms. Cohen; that information will then be provided to Plaintiff's counsel for them to conduct a privilege review, and if any item is privileged, they will have to provide a privilege log immediately, and they will be produced; HOLO will do their best efforts to complete this as soon as possible. The cost will be borne by Ms. Cohen, and, after the production of that additional information, Ms. Cohen will sit for an additional session of deposition not to exceed 4 hours. Delivery of devices SET for status check on this Friday's (January 10, 2020) chambers calendar. 1-10-20 CHAMBERS STATUS CHECK: DELIVERY OF DEVICES TO HOLO 1-16-20 9:30 AM PRE TRIAL CONFERENCE 1-27-20 9:00 AM MOTION FOR SUMMARY JUDGMENT...MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND EXHIBIT 39 AND TO SEAL EXHIBITS 20, 21, 28 AND 31 2-3-20 10:00 AM PLAINTIFF'S MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT... ...PLAINTIFF'S MOTION IN LIMINE NO. 1 TO EXCLUDE ARGUMENT, TESTIMONY, OR OTHER EVIDENCE REGARDING THE JAY PAUL GURIAN A/K/A JACK GURIAN CASE... ...PLAINTIFF'S MOTION IN LIMINE NO. 3 TO EXCLUDE EVIDENCE CONCERNING ALLEGATIONS, CLAIMS, AND DEFENSES IN MS. COHEN'S UNRELATED LITIGATION... ...PLAINTIFF'S MOTION IN LIMINE NO. 4 TO EXCLUDE PRIVILEGED ACCOUNTANT-CLIENT COMMUNICATIONS... ...PLAINTIFF'S MOTION IN LIMINE NO. 5 TO EXCLUDE ALL EVIDENCE AND ARGUMENT REGARDING MS. COHEN'S POLITICAL BELIEFS AND OPINIONS, RELIGIOUS BELIEFS, ALLEGED RACISM, BIGOTRY, OR HOMOPHOBIA... ...PLAINTIFF'S MOTION IN LIMINE NO. 6 TO EXCLUDE TESTIMONY OF SETH COGAN... ...PLAINTIFF'S MOTION IN LIMINE NO. 7 TO EXCLUDE TESTIMONY OF DEFENDANTS WITNESSES THE SUBJECTS OF WHOSE TESTIMONY ARE UNDISCLOSED AND UNKNOWN... ...PLAINTIFF'S MOTION IN LIMINE NO. 8 RENEWING MOTION TO STRIKE ROBERT VANNAH AS AN EXPERT AND EXCLUDE HIS REPORT AND TESTIMONY... ...DEFENDANTS' MOTION IN LIMINE NO. 2 TO PRECLUDE PLAINTIFF FROM OFFERING EVIDENCE AND/OR ARGUMENT REGARDING DEFENDANTS' FINANCIAL CONDITION DURING THE INITIAL LIABILITY PHASE OF TRIAL... ...MOTION IN LIMINE #6 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF JEFFREY APPEL REGARDING CERTAIN FINANCIAL DOCUMENTS... ...MOTION IN LIMINE #9 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE THE TESTIMONY AND REPORT OF KATHLEEN ANNUNZIATA NICOLAIDES... ...DEFENDANTS' MOTION IN LIMINE NO. 3 TO PRECLUDE PLAINTIFF FROM OFFERING ANY EVIDENCE OF AND/OR COMPUTATION FOR UNJUST ENRICHMENT

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# CASE SUMMARY


CASE No. A-19-792599-B

AND QUANTUM MERUIT DAMAGES AT TRIAL... ..MOTION IN LIMINE # 4  
 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF PLAINTIFF'S  
 PROPOSED SUMMARY WITNESS KATHY CAMPAGNA... ..MOTION IN LIMINE NO 5  
 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE AND TESTIMONY  
 RELATED TO SPECIFIC INSTANCES OF CONDUCT AND KARLA KOUTZ'S HEARSAY  
 TESTIMONY AND SPECULATION... ..MOTION IN LIMINE # 7 DEFENDANTS' MOTION  
 IN LIMINE TO EXCLUDE EVIDENCE OR TESTIMONY OF MR. PADDA'S JOB  
 PERFORMANCE AT THE UNITED STATES ATTORNEY'S OFFICE AND CLIENTS'  
 OPINIONS OR EXPERIENCES... ..MOTION IN LIMINE NO. 8 - DEFENDANTS' MOTION  
 IN LIMINE TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC  
 INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO... ..MOTION IN LIMINE  
 NO. 10 - DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OR TESTIMONY  
 RELATED TO WAYNE PRICE'S HISTORY WITH PAUL PADDA LAW, PLLC... ..MOTION  
 IN LIMINE # 11 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE,  
 TESTIMONY OF ARGUMENT RELATED TO ALLEGED HEALTH ISSUES SUFFERED BY  
 MS. COHEN AFTER September 12,2016... ..MOTION IN LIMINE # 12 DEFENDANTS'  
 MOTION IN LIMINE TO EXCLUDE THE TESTIMONY AND REPORT OF MICHAEL  
 HOLPUCH... ..MOTION IN LIMINE NO. 13 DEFENDANTS' MOTION IN LIMINE TO  
 EXCLUDE TESTIMONY OF KARLA KOUTZ REGARDING HER OPINION OF PAUL  
 PADDA'S CHARACTER FOR TRUTHFULNESS... ..MOTION IN LIMINE # 14  
 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF LAY WITNESSES  
 REGARDING WHETHER PLAINTIFF TRUSTED DEFENDANT PAUL S. PADDA, ESQ....  
 PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 1 TO MOTION IN LIMINE NO. 2  
 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE  
 TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT  
 EFFECT... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE  
 NO. 5 AND SEAL EXHIBITS 1-2... ..MOTION TO REDACT PORTIONS OF DEFENDANTS'  
 MOTION IN LIMINE NO. 8 - MOTION TO EXCLUDE EVIDENCE AND TESTIMONY  
 RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY  
 RENO... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO.  
 1 AND SEAL EXHIBITS 1 - 3 1-27-20 9:00 AM MOTION FOR SUMMARY JUDGMENT...  
 ...MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION FOR SUMMARY  
 JUDGMENT AND EXHIBIT 39 AND TO SEAL EXHIBITS 20, 21, 28 AND 31 2-4-20 9:30 AM  
 CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;


01/08/2020

**CANCELED Motion to Compel (9:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)  
*Vacated - Duplicate Entry*  
*Defendants' Motion to Compel Plaintiff to Produce Certain Documents that are Relevant and*  
*Material to this Case on An Order Shortening Time for Hearing*

01/10/2020

 **Status Check (3:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)  
*Status Check: Delivery of Devices to HOLO*  
 Minute Order - No Hearing Held;  
 Journal Entry Details:  
*The Court notes no status report has been provided. CLERK'S NOTE: A copy of this minute*  
*order was distributed via Odyssey File and Serve. / dr 1-10-20;*

01/16/2020

 **Pre Trial Conference (9:30 AM)** (Judicial Officer: Gonzalez, Elizabeth)  
 Matter Heard;  
 Journal Entry Details:  
*Court informed the parties it has set aside 3 weeks for this trial and inquired whether it can*  
*really be done in 3 weeks, as the parties behind them want to know. Ms. Wakayama estimated*  
*12 to 15 full judicial days. Ms. Peterson advised the Defendants have always thought it would*  
*take a little over 2 weeks. Court so noted, and that motion practice has been set up. Upon*  
*Court's inquiry, Ms. Peterson advised they are still waiting on the information prior to setting*  
*Ms. Cohen's deposition and requested an estimate on getting the report back from HOLO. Ms.*  
*Wakayama stated she believes HOLO has completed everything, so she believes they will get it*  
*today. COURT DIRECTED counsel to make sure it gets done tomorrow. Court further advised*  
*that hopefully the parties will get completed jury questionnaires back next week and reminded*  
*them that the Court will need a separate list from them on people they want to excuse. 1-27-20*  
*9:00 AM MOTION FOR SUMMARY JUDGMENT...MOTION TO REDACT PORTIONS OF*  
*DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND EXHIBIT 39 AND TO SEAL*  
*EXHIBITS 20, 21, 28 AND 31 2-3-20 10:00 AM PLAINTIFF'S MOTION IN LIMINE NO. 2 TO*  
*EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE*

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**CASE SUMMARY****CASE No. A-19-792599-B**

TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT... ..PLAINTIFF'S MOTION IN LIMINE NO. 1 TO EXCLUDE ARGUMENT, TESTIMONY, OR OTHER EVIDENCE REGARDING THE JAY PAUL GURIAN A/K/A JACK GURIAN CASE... ..PLAINTIFF'S MOTION IN LIMINE NO. 3 TO EXCLUDE EVIDENCE CONCERNING ALLEGATIONS, CLAIMS, AND DEFENSES IN MS. COHEN'S UNRELATED LITIGATION... ..PLAINTIFF'S MOTION IN LIMINE NO. 4 TO EXCLUDE PRIVILEGED ACCOUNTANT-CLIENT COMMUNICATIONS... ..PLAINTIFF'S MOTION IN LIMINE NO. 5 TO EXCLUDE ALL EVIDENCE AND ARGUMENT REGARDING MS. COHEN'S POLITICAL BELIEFS AND OPINIONS, RELIGIOUS BELIEFS, ALLEGED RACISM, BIGOTRY, OR HOMOPHOBIA... ..PLAINTIFF'S MOTION IN LIMINE NO. 6 TO EXCLUDE TESTIMONY OF SETH COGAN... ..PLAINTIFF'S MOTION IN LIMINE NO. 7 TO EXCLUDE TESTIMONY OF DEFENDANTS WITNESSES THE SUBJECTS OF WHOSE TESTIMONY ARE UNDISCLOSED AND UNKNOWN... ..PLAINTIFF'S MOTION IN LIMINE NO. 8 RENEWING MOTION TO STRIKE ROBERT VANNAH AS AN EXPERT AND EXCLUDE HIS REPORT AND TESTIMONY... ..DEFENDANTS' MOTION IN LIMINE NO. 2 TO PRECLUDE PLAINTIFF FROM OFFERING EVIDENCE AND/OR ARGUMENT REGARDING DEFENDANTS' FINANCIAL CONDITION DURING THE INITIAL LIABILITY PHASE OF TRIAL... ..MOTION IN LIMINE #6 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF JEFREY APPEL REGARDING CERTAIN FINANCIAL DOCUMENTS... ..MOTION IN LIMINE #9 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE THE TESTIMONY AND REPORT OF KATHLEEN ANNUNZIATA NICOLAIDES... ..DEFENDANTS' MOTION IN LIMINE NO. 3 TO PRECLUDE PLAINTIFF FROM OFFERING ANY EVIDENCE OF AND/OR COMPUTATION FOR UNJUST ENRICHMENT AND QUANTUM MERUIT DAMAGES AT TRIAL... ..MOTION IN LIMINE # 4 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF PLAINTIFF'S PROPOSED SUMMARY WITNESS KATHY CAMPAGNA... ..MOTION IN LIMINE NO 5 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND KARLA KOUTZ'S HEARSAY TESTIMONY AND SPECULATION... ..MOTION IN LIMINE # 7 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OR TESTIMONY OF MR. PADDA'S JOB PERFORMANCE AT THE UNITED STATES ATTORNEY'S OFFICE AND CLIENTS' OPINIONS OR EXPERIENCES... ..MOTION IN LIMINE NO. 8 - DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO... ..MOTION IN LIMINE NO. 10 - DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OR TESTIMONY RELATED TO WAYNE PRICE'S HISTORY WITH PAUL PADDA LAW, PLLC... ..MOTION IN LIMINE # 11 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE, TESTIMONY OF ARGUMENT RELATED TO ALLEGED HEALTH ISSUES SUFFERED BY MS. COHEN AFTER September 12,2016... ..MOTION IN LIMINE # 12 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE THE TESTIMONY AND REPORT OF MICHAEL HOLPUCH... ..MOTION IN LIMINE NO. 13 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF KARLA KOUTZ REGARDING HER OPINION OF PAUL PADDA'S CHARACTER FOR TRUTHFULNESS... ..MOTION IN LIMINE # 14 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF LAY WITNESSES REGARDING WHETHER PLAINTIFF TRUSTED DEFENDANT PAUL S. PADDA, ESQ... ..PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 1 TO MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 5 AND SEAL EXHIBITS 1-2... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 8 - MOTION TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 1 AND SEAL EXHIBITS 1 - 3 1-27-20 9:00 AM MOTION FOR SUMMARY JUDGMENT... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND EXHIBIT 39 AND TO SEAL EXHIBITS 20, 21, 28 AND 31 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;

01/22/2020

**Motion for Sanctions (9:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)

*Defendants' Motion for Sanctions Against Plaintiff on an Order Shortening Time for Hearing Denied; \$1,500 in fees awarded*

*Journal Entry Details:*

*Following arguments by Mr. Peek, including a request for an evidentiary hearing, and Mr. Campbell, COURT ORDERED, motion DENIED. While the Court understands the Defendants' frustration related to the late disclosure of information that clearly should have been provided at an earlier stage, the failures do not rise to the level of Rule 37 case*

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# CASE SUMMARY

CASE No. A-19-792599-B

terminating sanctions or even evidentiary sanctions. However, the Court AWARDS fees for the late production, and the requirement of proceeding this way in both the motion to compel and the motion for sanctions, in the amount of \$1,500. Colloquy regarding completed jury questionnaires. CONFERENCE AT BENCH, per counsel's request. 1-27-20 9:00 AM MOTION FOR SUMMARY JUDGMENT... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND EXHIBIT 39 AND TO SEAL EXHIBITS 20, 21, 28 AND 31 2-3-20 10:00 AM PLAINTIFF'S MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT... ..PLAINTIFF'S MOTION IN LIMINE NO. 1 TO EXCLUDE ARGUMENT, TESTIMONY, OR OTHER EVIDENCE REGARDING THE JAY PAUL GURIAN A/K/A JACK GURIAN CASE... ..PLAINTIFF'S MOTION IN LIMINE NO. 3 TO EXCLUDE EVIDENCE CONCERNING ALLEGATIONS, CLAIMS, AND DEFENSES IN MS. COHEN'S UNRELATED LITIGATION... ..PLAINTIFF'S MOTION IN LIMINE NO. 4 TO EXCLUDE PRIVILEGED ACCOUNTANT-CLIENT COMMUNICATIONS... ..PLAINTIFF'S MOTION IN LIMINE NO. 5 TO EXCLUDE ALL EVIDENCE AND ARGUMENT REGARDING MS. COHEN'S POLITICAL BELIEFS AND OPINIONS, RELIGIOUS BELIEFS, ALLEGED RACISM, BIGOTRY, OR HOMOPHOBIA... ..PLAINTIFF'S MOTION IN LIMINE NO. 6 TO EXCLUDE TESTIMONY OF SETH COGAN... ..PLAINTIFF'S MOTION IN LIMINE NO. 7 TO EXCLUDE TESTIMONY OF DEFENDANTS WITNESSES THE SUBJECTS OF WHOSE TESTIMONY ARE UNDISCLOSED AND UNKNOWN... ..PLAINTIFF'S MOTION IN LIMINE NO. 8 RENEWING MOTION TO STRIKE ROBERT VANNAH AS AN EXPERT AND EXCLUDE HIS REPORT AND TESTIMONY... ..DEFENDANTS' MOTION IN LIMINE NO. 2 TO PRECLUDE PLAINTIFF FROM OFFERING EVIDENCE AND/OR ARGUMENT REGARDING DEFENDANTS' FINANCIAL CONDITION DURING THE INITIAL LIABILITY PHASE OF TRIAL... ..MOTION IN LIMINE #6 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF JEFREY APPEL REGARDING CERTAIN FINANCIAL DOCUMENTS... ..MOTION IN LIMINE #9 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE THE TESTIMONY AND REPORT OF KATHLEEN ANNUNZIATA NICOLAIDES... ..DEFENDANTS' MOTION IN LIMINE NO. 3 TO PRECLUDE PLAINTIFF FROM OFFERING ANY EVIDENCE OF AND/OR COMPUTATION FOR UNJUST ENRICHMENT AND QUANTUM MERUIT DAMAGES AT TRIAL... ..MOTION IN LIMINE # 4 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF PLAINTIFF'S PROPOSED SUMMARY WITNESS KATHY CAMPAGNA... ..MOTION IN LIMINE NO 5 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND KARLA KOUTZ'S HEARSAY TESTIMONY AND SPECULATION... ..MOTION IN LIMINE # 7 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OR TESTIMONY OF MR. PADDA'S JOB PERFORMANCE AT THE UNITED STATES ATTORNEY'S OFFICE AND CLIENTS' OPINIONS OR EXPERIENCES... ..MOTION IN LIMINE NO. 8 - DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO... ..MOTION IN LIMINE NO. 10 - DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OR TESTIMONY RELATED TO WAYNE PRICE'S HISTORY WITH PAUL PADDA LAW, PLLC... ..MOTION IN LIMINE # 11 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE EVIDENCE, TESTIMONY OF ARGUMENT RELATED TO ALLEGED HEALTH ISSUES SUFFERED BY MS. COHEN AFTER September 12,2016... ..MOTION IN LIMINE # 12 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE THE TESTIMONY AND REPORT OF MICHAEL HOLPUCH... ..MOTION IN LIMINE NO. 13 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF KARLA KOUTZ REGARDING HER OPINION OF PAUL PADDA'S CHARACTER FOR TRUTHFULNESS... ..MOTION IN LIMINE # 14 DEFENDANTS' MOTION IN LIMINE TO EXCLUDE TESTIMONY OF LAY WITNESSES REGARDING WHETHER PLAINTIFF TRUSTED DEFENDANT PAUL S. PADDA, ESQ... ..PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 1 TO MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 5 AND SEAL EXHIBITS 1-2... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 8 - MOTION TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 1 AND SEAL EXHIBITS 1 - 3 ...PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 1 TO MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT 2-4-20 9:30 AM CALENDAR CALL 2-10-20 1:30 PM JURY TRIAL - FIRM;

# CASE SUMMARY

CASE NO. A-19-792599-B

01/27/2020	<p><b>Motion for Summary Judgment</b> (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)</p> <p>Events: 12/18/2019 Filed Under Seal</p> <p><i>Motion for Summary Judgment</i></p> <p>Granted;</p>
01/27/2020	<p><b>Motion to Seal/Redact Records</b> (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)</p> <p><i>Motion to Redact Portions of Defendants' Motion for Summary Judgment and Exhibit 39 and to Seal Exhibits 20, 21, 28 and 31</i></p> <p>Granted;</p>
01/27/2020	<p> <b>All Pending Motions</b> (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>MOTION FOR SUMMARY JUDGMENT...MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND EXHIBIT 39 AND TO SEAL EXHIBITS 20, 21, 28 AND 31 MOTION FOR SUMMARY JUDGMENT: Following arguments by Mr. Peek and Ms. Wakayama, COURT ORDERED, motion for summary judgment GRANTED. If the Plaintiff is successful on her claim of fraudulent inducement she will be able to address all of the claims she has pled. There are genuine issues of material fact as to the special relationship; however, given the knowing and intentional decision to be suspended from the practice of law, the Court cannot in good conscience allow this case to proceed. If it were an oversight, they would be in a different position, but given the deposition testimony contained in exhibit 34, the motion for summary judgment is GRANTED on that narrow basis. This is a case dispositive determination. JURY DISCHARGED. Motions in limine and trial VACATED. MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND EXHIBIT 39 AND TO SEAL EXHIBITS 20, 21, 28 AND 31: COURT ORDERED, motion GRANTED. 2-7-20 CHAMBERS PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 1 TO MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 1 AND SEAL EXHIBITS 1 - 3... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 5 AND SEAL EXHIBITS 1-2... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 8 - MOTION TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO 2-14-20 CHAMBERS PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBITS F, H, AND J TO PLAINTIFF'S APPENDIX OF EXHIBITS TO OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT... ..PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 2 TO PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION IN LIMINE NO. 4 TO EXCLUDE TESTIMONY OF PLAINTIFF'S PROPOSED SUMMARY WITNESS KATHY CAMPAGNA... ..PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBITS 1 AND 2 TO PLAINTIFF S OPPOSITION TO DEFENDANTS MOTION IN LIMINE #5 TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND KARLA KOUTZ S HEARSAY TESTIMONY AND SPECULATION... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION IN LIMINE NO. 4 AND SEAL EXHIBITS 1 - 2... ..PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 34 WITHIN EXHIBIT 1 TO PLAINTIFF S OPPOSITION TO DEFENDANTS MOTION IN LIMINE NO. 13 TO EXCLUDE TESTIMONY OF KARLA KOUTZ REGARDING HER OPINION OF PAUL PADDA'S CHARACTER FOR TRUTHFULNESS 2-21-20 CHAMBERS DEFENDANT'S MOTION TO REDACT PORTIONS OF DEFENDANTS MOTION FOR SANCTIONS AND TO SEAL EXHIBITS 6,7, AND 19... ..PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 4 TO PLAINTIFF'S APPENDIX OF EXHIBITS TO OPPOSITION TO DEFENDANT'S MOTION FOR SANCTIONS AGAINST PLAINTIFF ON AN ORDER SHORTENING TIME CLERK'S NOTE: Following this proceeding, COURT ORDERED, motions to redact previously set for February 3 RESET on the February 7, 2020 chambers calendar. Parties notified via electronic mail. / dr;</i></p>
02/03/2020	<p><b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth)</p> <p><i>Vacated - per Judge</i></p> <p><i>Plaintiff's Motion in Limine No. 2 to Exclude Evidence Regarding Ms. Cohen's Gaming and Any Use of the Terms "Gambling Addict" or "Gambling Addiction" or Words to that Effect</i></p>
02/03/2020	<p><b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth)</p> <p><i>Vacated - per Judge</i></p>

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# CASE SUMMARY

CASE NO. A-19-792599-B

*Plaintiff's Motion in Limine No. 1 to Exclude Argument, Testimony, or Other Evidence Regarding the Jay Paul Gurian a/k/a Jack Gurian Case*

02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Plaintiff's Motion in Limine No. 3 to Exclude Evidence Concerning Allegations, Claims, and Defenses in Ms. Cohen s Unrelated Litigation</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Plaintiff's Motion in Limine No. 4 to Exclude Privileged Accountant-Client Communications</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Plaintiff's Motion in Limine No. 5 to Exclude All Evidence and Argument Regarding Ms. Cohen s Political Beliefs and Opinions, Religious Beliefs, Alleged Racism, Bigotry, or Homophobia</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Plaintiff's Motion in Limine No. 6 to Exclude Testimony of Seth Cogan</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Plaintiff's Motion in Limine No. 7 to Exclude Testimony of Defendants Witnesses the Subjects of Whose Testimony Are Undisclosed and Unknown</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Plaintiff's Motion in Limine No. 8 Renewing Motion to Strike Robert Vannah as an Expert and Exclude His Report and Testimony</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Defendants' Motion in Limine No. 2 to Preclude Plaintiff From Offering Evidence and/or Argument Regarding Defendants' Financial Condition During the Initial Liability Phase of Trial</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Motion in Limine #6 Defendants' Motion in Limine to Exclude Testimony of Jefrey Appel Regarding Certain Financial Documents</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Motion in Limine #9 Defendants' Motion in Limine to Exclude the Testimony and Report of Kathleen Annunziata Nicolaidas</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Defendants' Motion in Limine No. 3 to Preclude Plaintiff from Offering Any Evidence of and/or Computation for Unjust Enrichment and Quantum Meruit Damages at Trial</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Motion in Limine # 4 Defendants' Motion in Limine to Exclude Testimony of Plaintiff's Proposed Summary Witness Kathy Campagna</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Motion in Limine No 5 Defendants' Motion in Limine to Exclude Evidence and Testimony Related to Specific Instances of Conduct and Karla Koutz's Hearsay Testimony and</i>

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**CASE SUMMARY**

**CASE NO. A-19-792599-B**

	<i>Speculation</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Motion in Limine # 7 Defendants' Motion in Limine to Exclude Evidence or Testimony of Mr. Padda's Job Performance at the United States Attorney's Office and Clients' Opinions or Experiences</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Motion in Limine No. 8 - Defendants' Motion In Limine to Exclude Evidence and Testimony Related to Specific Instances of Conduct and Testimony of Carey Reno</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Motion in Limine No. 10 - Defendants' Motion in Limine to Exclude Evidence or Testimony Related to Wayne Price's History with Paul Padda Law, PLLC</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Motion in Limine # 11 Defendants' Motion in Limine to Exclude Evidence, Testimony of Argument Related to Alleged Health Issues Suffered by Ms. Cohen After September 12,2016</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Motion in Limine # 12 Defendants' Motion in Limine to Exclude the Testimony and Report of Michael Holpuch</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Motion in Limine No. 13 Defendants' Motion in Limine to Exclude Testimony of Karla Koutz Regarding her Opinion of Paul Padda's Character for Truthfulness</i>
02/03/2020	<b>CANCELED Motion in Limine</b> (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i> <i>Motion in Limine # 14 Defendants' Motion in Limine to Exclude Testimony of Lay Witnesses Regarding Whether Plaintiff Trusted Defendant Paul S. Padda, Esq.</i>
02/04/2020	<b>CANCELED Calendar Call</b> (9:30 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i>
02/07/2020	<b>Motion to Seal/Redact Records</b> (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Plaintiff's Motion to Redact or Seal Exhibit 1 to Motion in Limine No. 2 to Exclude Evidence Regarding Ms. Cohen's Gaming and Any Use of the Terms "Gambling Addict" or "Gambling Addiction" or Words to that Effect</i> Granted;
02/07/2020	<b>Motion to Seal/Redact Records</b> (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Motion to Redact Portions of Defendants' Motion in Limine No. 1 and Seal Exhibits 1 - 3</i> Granted;
02/07/2020	<b>Motion to Seal/Redact Records</b> (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Motion to Redact Portions of Defendants' Motion In Limine No. 5 and Seal Exhibits 1-2</i> Granted;
02/07/2020	<b>Motion to Seal/Redact Records</b> (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Motion to Redact Portions of Defendants' Motion in Limine No. 8 - Motion to Exclude Evidence and Testimony Related to Specific Instances of Conduct and Testimony of Carey Reno</i> Granted;

# CASE SUMMARY

CASE NO. A-19-792599-B

02/07/2020



**All Pending Motions** (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Minute Order - No Hearing Held;

Journal Entry Details:

*PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 1 TO MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 1 AND SEAL EXHIBITS 1 - 3... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 5 AND SEAL EXHIBITS 1-2... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' MOTION IN LIMINE NO. 8 - MOTION TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND TESTIMONY OF CAREY RENO Upon review of the papers and pleadings on file in this Matter, as proper service has been provided, this Court notes no opposition has been filed. Accordingly, pursuant to EDCR 2.20(e) the motions to seal are deemed unopposed. As the proposed sealing and redaction is narrowly tailored to protect confidential personal information, good cause appearing, COURT ORDERED, motions are GRANTED. The following exhibits are sealed and/or redacted: Ex. 1 to Pl. MIL 2; Def. MIL 1 (redacted) and Ex. 1-3; Def MIL 5 (redacted) and Ex. 1-2 and Def MIL 8 (redacted); . Respective Moving Counsel are to prepare and submit an order within ten (10) days and distribute a filed copy to all parties involved in this matter. 2-14-20 CHAMBERS PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBITS F, H, AND J TO PLAINTIFF'S APPENDIX OF EXHIBITS TO OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT... ..PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 2 TO PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION IN LIMINE NO. 4 TO EXCLUDE TESTIMONY OF PLAINTIFF'S PROPOSED SUMMARY WITNESS KATHY CAMPAGNA... ..PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBITS 1 AND 2 TO PLAINTIFF S OPPOSITION TO DEFENDANTS MOTION IN LIMINE #5 TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND KARLA KOUTZ S HEARSAY TESTIMONY AND SPECULATION... ..MOTION TO REDACT PORTIONS OF DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION IN LIMINE NO. 4 AND SEAL EXHIBITS 1 - 2... ..PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 34 WITHIN EXHIBIT 1 TO PLAINTIFF S OPPOSITION TO DEFENDANTS MOTION IN LIMINE NO. 13 TO EXCLUDE TESTIMONY OF KARLA KOUTZ REGARDING HER OPINION OF PAUL PADDAS CHARACTER FOR TRUTHFULNESS 2-21-20 CHAMBERS DEFENDANT'S MOTION TO REDACT PORTIONS OF DEFENDANTS MOTION FOR SANCTIONS AND TO SEAL EXHIBITS 6,7, AND 19... ..PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 4 TO PLAINTIFF'S APPENDIX OF EXHIBITS TO OPPOSITION TO DEFENDANT'S MOTION FOR SANCTIONS AGAINST PLAINTIFF ON AN ORDER SHORTENING TIME CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 2-7-20;*

02/10/2020

**CANCELED Jury Trial - FIRM** (1:30 PM) (Judicial Officer: Gonzalez, Elizabeth)

*Vacated - per Judge*

02/13/2020

**Motion to Seal/Redact Records** (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

*Plaintiff's Motion to Redact or Seal Exhibits F, H, and J to Plaintiff's Appendix of Exhibits to Opposition to Defendants' Motion for Summary Judgment*

Granted;

02/13/2020

**Motion to Seal/Redact Records** (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

*Plaintiff's Motion to Redact or Seal Exhibit 2 to Plaintiff's Opposition to Defendants' Motion in Limine No. 4 to Exclude Testimony of Plaintiff's Proposed Summary Witness Kathy Campagna*

Granted;

02/13/2020

**Motion to Seal/Redact Records** (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

*Plaintiff's Motion to Redact or Seal Exhibits 1 and 2 to Plaintiff's Opposition to Defendants Motion in Limine #5 to Exclude Evidence and Testimony Related to Specific Instances of Conduct and Karla Koutz s Hearsay Testimony and Speculation*

Granted;

02/13/2020

**Motion to Seal/Redact Records** (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)


*Motion to Redact Portions of Defendants' Opposition to Plaintiff's Motion in Limine No. 4 and Seal Exhibits 1 - 2*

Granted;

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# CASE SUMMARY



CASE NO. A-19-792599-B

02/13/2020	<p><b>Motion to Seal/Redact Records</b> (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)</p> <p><i>Plaintiff's Motion to Redact or Seal Exhibit 34 within Exhibit 1 to Plaintiff's Opposition to Defendants Motion in Limine No. 13 to Exclude Testimony of Karla Koutz Regarding Her Opinion of Paul Padda's Character for Truthfulness</i></p> <p>Granted;</p>
02/13/2020	<p> <b>All Pending Motions</b> (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)</p> <p>Minute Order - No Hearing Held;</p> <p>Journal Entry Details:</p> <p>PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBITS F, H, AND J TO PLAINTIFF'S APPENDIX OF EXHIBITS TO OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT... PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 2 TO PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION IN LIMINE NO. 4 TO EXCLUDE TESTIMONY OF PLAINTIFF'S PROPOSED SUMMARY WITNESS KATHY CAMPAGNA... PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBITS 1 AND 2 TO PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION IN LIMINE #5 TO EXCLUDE EVIDENCE AND TESTIMONY RELATED TO SPECIFIC INSTANCES OF CONDUCT AND KARLA KOUTZ'S HEARSAY TESTIMONY AND SPECULATION... MOTION TO REDACT PORTIONS OF DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION IN LIMINE NO. 4 AND SEAL EXHIBITS 1 - 2... PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 34 WITHIN EXHIBIT 1 TO PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION IN LIMINE NO. 13 TO EXCLUDE TESTIMONY OF KARLA KOUTZ REGARDING HER OPINION OF PAUL PADDAS CHARACTER FOR TRUTHFULNESS Matters ADVANCED from the February 14, 2020 chambers calendar. Upon review of the papers and pleadings on file in this Matter, as proper service has been provided, this Court notes no opposition has been filed. Accordingly, pursuant to EDCR 2.20(e) the motions to seal are deemed unopposed. As the proposed sealing and redaction is narrowly tailored to protect sensitive personal and financial information, good cause appearing, COURT ORDERED, motions are GRANTED. Moving Counsel is to prepare and submit an order within ten (10) days and distribute a filed copy to all parties involved in this matter. 2-21-20 CHAMBERS DEFENDANT'S MOTION TO REDACT PORTIONS OF DEFENDANTS MOTION FOR SANCTIONS AND TO SEAL EXHIBITS 6,7, AND 19... PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 4 TO PLAINTIFF'S APPENDIX OF EXHIBITS TO OPPOSITION TO DEFENDANT'S MOTION FOR SANCTIONS AGAINST PLAINTIFF ON AN ORDER SHORTENING TIME... DEFENDANT'S MOTION TO REDACT PORTIONS OF DEFENDANTS' REPLY IN SUPPORT OF MOTION IN LIMINE NO. 1 TO EXCLUDE EVIDENCE... DEFENDANT'S MOTION TO REDACT PORTIONS OF DEFENDANTS' REPLY IN SUPPORT OF MOTION IN LIMINE NO. 5 TO EXCLUDE EVIDENCE... PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 3 AND EXHIBIT 4 TO PLAINTIFF'S REPLY IN SUPPORT OF MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT... DEFENDANT'S MOTION TO REDACT PORTIONS OF DEFENDANTS' REPLY IN SUPPORT OF MOTION IN LIMINE NO. 8 TO EXCLUDE EVIDENCE CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 2-13-20;</p>
02/21/2020	<p><b>Motion to Seal/Redact Records</b> (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)</p> <p><i>Defendant's Motion to Redact Portiions of Defendants Motion for Sanctions and to Seal Exhibits 6,7, and 19</i></p> <p>Motion Granted;</p>
02/21/2020	<p><b>Motion to Seal/Redact Records</b> (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)</p> <p><i>Plaintiff's Motion to Redact or Seal Exhibit 4 to Plaintiff's Appendix of Exhibits to Opposition to Defendant's Motion for Sanctions Against Plaintiff on an Order Shortening Time</i></p> <p>Motion Granted;</p>
02/21/2020	<p><b>Motion to Seal/Redact Records</b> (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)</p> <p><i>Defendant's Motion to Redact Portions of Defendants' Reply In Support of Motion in Limine No. 1 to Exclude Evidence</i></p> <p>Motion Granted;</p>
02/21/2020	<p><b>Motion to Seal/Redact Records</b> (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)</p> <p><i>Defendant's Motion to Redact Portions of Defendants' Reply In Support of Motion in Limine No. 5 to Exclude Evidence</i></p>

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# CASE SUMMARY

CASE NO. A-19-792599-B

	Motion Granted;
02/21/2020	<b>Motion to Seal/Redact Records (3:00 AM)</b> (Judicial Officer: Gonzalez, Elizabeth) <i>Plaintiff's Motion to Redact or Seal Exhibit 3 and Exhibit 4 to Plaintiff's Reply in Support of Motion in Limine No. 2 to Exclude Evidence Regarding Ms. Cohen's Gaming and Any Use of The Terms "Gambling Addict" or "Gambling Addiction" or Words to That Effect</i> Motion Granted;
02/21/2020	<b>Motion to Seal/Redact Records (3:00 AM)</b> (Judicial Officer: Gonzalez, Elizabeth) <i>Defendant's Motion to Redact Portions of Defendants' Reply in Support of Motion in Limine No. 8 to Exclude Evidence</i> Motion Granted;
02/21/2020	 <b>All Pending Motions (3:00 AM)</b> (Judicial Officer: Gonzalez, Elizabeth) Motion Granted; Journal Entry Details: <i>DEFENDANT'S MOTION TO REDACT PORTIONS OF DEFENDANTS MOTION FOR SANCTIONS AND TO SEAL EXHIBITS 6,7, AND 19 ..PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 4 TO PLAINTIFF'S APPENDIX OF EXHIBITS TO OPPOSITION TO DEFENDANT'S MOTION FOR SANCTIONS AGAINST PLAINTIFF ON AN ORDER SHORTENING TIME ..DEFENDANT'S MOTION TO REDACT PORTIONS OF DEFENDANTS' REPLY IN SUPPORT OF MOTION IN LIMINE NO. 1 TO EXCLUDE EVIDENCE ..DEFENDANT'S MOTION TO REDACT PORTIONS OF DEFENDANTS' REPLY IN SUPPORT OF MOTION IN LIMINE NO. 5 TO EXCLUDE EVIDENCE PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBIT 3 AND EXHIBIT 4 TO PLAINTIFF'S REPLY IN SUPPORT OF MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE REGARDING MS. COHEN'S GAMING AND ANY USE OF THE TERMS "GAMBLING ADDICT" OR "GAMBLING ADDICTION" OR WORDS TO THAT EFFECT DEFENDANT'S MOTION TO REDACT PORTIONS OF DEFENDANTS' REPLY IN SUPPORT OF MOTION IN LIMINE NO. 8 TO EXCLUDE EVIDENCE Upon review of the papers and pleadings on file in this Matter, as proper service has been provided, this Court notes no opposition has been filed. Accordingly, pursuant to EDCR 2.20(e) the motions to seal are deemed unopposed. As the proposed sealing and redaction is narrowly tailored to protect sensitive financial and confidential personal information, good cause appearing, COURT ORDERED, motions are GRANTED. Respective Moving Counsel are to prepare and submit an order within ten (10) days and distribute a filed copy to all parties involved in this matter. CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. /lg 2-21-21;</i>
03/23/2020	 <b>Motion For Reconsideration (9:00 AM)</b> (Judicial Officer: Gonzalez, Elizabeth) <i>Plaintiff's Motion for Reconsideration of Order Granting Defendants' Motion for Summary Judgment</i> Denied; Journal Entry Details: <i>Pursuant to Administrative Order 20-01, the Court decides this matter without the necessity of oral argument. The Court having reviewed Plaintiff's Motion for Reconsideration and the related briefing and being fully informed, DENIES the motion. Counsel for Defendant is directed to submit an electronic order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. 4-3-20 CHAMBERS PLAINTIFF'S MOTION TO RETAX COSTS 4-17-20 CHAMBERS DEFENDANT'S MOTION FOR ATTORNEYS' FEES CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. /dr 3-25-20;</i>
04/03/2020	<b>CANCELED Motion For Reconsideration (3:00 AM)</b> (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - On In Error</i> <i>Plaintiff's Motion for Reconsideration of Order Granting Defendants' Motion for Summary Judgment</i>
04/03/2020	 <b>Motion to Retax (3:00 AM)</b> (Judicial Officer: Gonzalez, Elizabeth) <i>Plaintiff's Motion to Retax Costs</i>

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## CASE SUMMARY

CASE NO. A-19-792599-B

Granted in Part;

Journal Entry Details:

*The Court having reviewed the Plaintiff's Motion to Retax and the related briefing and being fully informed, GRANTS the motion IN PART. The excess expert fees for Smith and Vannah are disallowed and the ESI fees are disallowed. Counsel for Plaintiff is directed to submit an electronic order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing not related to the OOL. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. 4-17-20 CHAMBERS DEFENDANT'S MOTION FOR ATTORNEYS' FEES 5-1-20 CHAMBERS PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBITS G, H, I, J, K, L, M, AND O 1-65 TO PLAINTIFF'S APPENDIX OF EXHIBITS TO OPPOSITION TO DEFENDANTS' MOTION FOR ATTORNEYS' FEES CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 4-6-20;*

04/17/2020

**Motion for Attorney Fees (3:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)*Defendant's Defendants' Motion for Attorneys' Fees*

Denied;

Journal Entry Details:

*The Court, having reviewed the motion for attorney's fees and the related briefing and being fully informed, DENIES the motion. After evaluation of the Beattie factors, although the timing of the offer of judgment was reasonable, Plaintiff's decision to reject the offer of judgment in the amount of \$150,000 was not unreasonable given the amounts at issue. Counsel for Plaintiff is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. 5-1-20 CHAMBERS PLAINTIFF'S MOTION TO REDACT OR SEAL EXHIBITS G, H, I, J, K, L, M, AND O 1-65 TO PLAINTIFF'S APPENDIX OF EXHIBITS TO OPPOSITION TO DEFENDANTS' MOTION FOR ATTORNEYS' FEES CLERK'S NOTE: A copy of this minute order was distributed via electronic mail. / dr 4-20-20;*

05/01/2020

**Motion to Seal/Redact Records (3:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)*Plaintiff's Motion to Redact or Seal Exhibits G, H, I, J, K, L, M, and O 1-65 to Plaintiff's Appendix of Exhibits to Opposition to Defendants' Motion for Attorneys' Fees*

Granted;

Journal Entry Details:

*Upon review of the papers and pleadings on file in this Matter, as proper service has been provided, this Court notes no opposition has been filed. Accordingly, pursuant to EDCR 2.20 (e), the motion to redact and/or seal exhibits in connection with the opposition to the motion for attorney's fees is deemed unopposed. As the proposed sealing and redaction is narrowly tailored to protect confidential information, good cause appearing, COURT ORDERED, motion is GRANTED. Moving Counsel is to prepare and submit an order within ten (10) days and distribute a filed copy to all parties involved in this matter. CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 5-1-20;*

## DATE

## FINANCIAL INFORMATION

**Defendant** Padda, Paul S.

Total Charges

1,994.00

Total Payments and Credits

1,994.00

**Balance Due as of 5/12/2020****0.00****Defendant** Paul Padda Law PLLC

Total Charges

1,486.50

Total Payments and Credits

1,486.50

**Balance Due as of 5/12/2020****0.00****Plaintiff** Cohen, Ruth L.

Total Charges

1,799.00

Total Payments and Credits

1,799.00

**Balance Due as of 5/12/2020****0.00****0056**

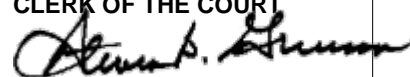
**CASE SUMMARY**

**CASE NO. A-19-792599-B**

**Plaintiff** Cohen, Ruth L.  
Appeal Bond Balance as of 5/12/2020

**500.00**

1

**Marquis Aurbach Coffing**

Liane K. Wakayama, Esq.

Nevada Bar No. 11313

Jared M. Moser, Esq.

Nevada Bar No. 13003

10001 Park Run Drive

Las Vegas, Nevada 89145

Telephone: (702) 382-0711

Facsimile: (702) 382-5816

lwakayama@maclaw.com

jmoser@maclaw.com

*Attorneys for Plaintiff Ruth L. Cohen*CASE NO: A-19-792599-B  
Department 27**DISTRICT COURT****CLARK COUNTY, NEVADA**

RUTH L. COHEN, an individual,

Case No.:

Plaintiff,

Dept. No.:

vs.

**Exempt from Arbitration: NAR 3(A)  
(Amount in Controversy in Excess of  
\$50,000.00, Exclusive of Interest and Costs;  
Equitable Relief Requested)**PAUL S. PADDA, an individual; PAUL  
PADDA LAW, PLLC, a Nevada professional  
limited liability company; DOE individuals I-  
X; and, ROE entities I-X,**Business Court Requested: EDCR 1.61(a)(2)(ii)**

Defendants.

**\*\*\* Jury Trial Demanded \*\*\*****COMPLAINT**

Plaintiff Ruth L. Cohen ("Ms. Cohen"), by and through her attorneys of record, the law firm of Marquis Aurbach Coffing, alleges and complains against Paul S. Padda ("Padda") and Paul Padda Law, PLLC ("Padda Law," and together with Padda, "Defendants") as follows:

**PARTIES**

1. Ms. Cohen is, and was at all times relevant hereto, an individual residing in Clark County, Nevada.

2. Upon information and belief, Padda is, and was at all times relevant hereto, an individual residing in Clark County, Nevada.

///

4. The true names and capacities, whether individual, corporate, associate or otherwise, of Defendants named herein as DOES I-X, inclusive, and ROE entities I-X, inclusive, are presently unknown to Ms. Cohen. Said DOE and ROE Defendants are responsible for damages suffered by Ms. Cohen. As a result, Ms. Cohen sues said Defendants by such fictitious names. Ms. Cohen will seek leave to amend this Complaint to reflect the true names and capacities of each DOE and ROE Defendant at such time as the same has been ascertained.

5. Venue is proper in the Eighth Judicial District Court in Clark County, Nevada, pursuant to NRS 13.040 because (1) one or more of the Defendants reside in Clark County, Nevada, and are authorized to transact business, and currently transact business, within Clark County, Nevada; and, (2) the obligations, acts, and omissions complained of herein were incurred and committed, in whole or in part, within Clark County, Nevada.

## GENERAL ALLEGATIONS

7. Born in 1949, Ms. Cohen became licensed to practice law by the Nevada State Bar in 1976.

**0059**



1 18. In conjunction with establishing C & P, Ms. Cohen and Padda executed a contract  
2 titled "Partnership Agreement."

3 19. Pursuant to the Partnership Agreement, each partner was entitled to the  
4 distributive share, paid on a quarterly basis, with RLC and TPLF each to receive 50% of the net  
5 profits of C & P.

6 20. The Partnership Agreement also provided that "[e]ach partner shall have free  
7 access upon request to examine and copy the books, papers or other writings of the partnership."

8 21. In addition, under the Partnership Agreement, "[e]ach partner shall, on every  
9 reasonable request, give to the other partners a true accounting of all transactions relating to the  
10 business of the partnership, and full information of all letters, accounts, writings and other things  
11 which shall come to his or her knowledge concerning the business of the partnership."

12 22. According to the Partnership Agreement, "[t]he value of a partner's interest shall  
13 be computed by adding the totals of the partner's (i) capital contribution and (ii) profits due and  
14 owing minus any amount owed by it to the partnership ..."

15 23. Padda and Ms. Cohen would later extend the term of the Partnership Agreement  
16 through the end of calendar year 2014, at which time they entered into dissolution agreements, as  
17 addressed below.

18 **MS. COHEN'S DECISION TO WIND DOWN HER CAREER**  
19 **AND THE ULTIMATE DISSOLUTION OF C & P**

20 24. In 2008, Ms. Cohen was diagnosed with breast cancer and was forced to undergo  
21 treatment, which caused her to begin considering retirement.

22 25. At or around the time she turned 65 years of age, in or about late 2014, Ms. Cohen  
23 began to consider retirement in earnest.

24 26. Consequently, Ms. Cohen and Padda discussed dissolution of their partnership,  
25 and memorialized their mutual intention and understanding in two, very similar contracts, both  
26 titled "Partnership Dissolution Agreement," and dated November 1, 2014, and December 23,  
27 2014 (the "Operative Dissolution Agreement"), respectively.

28 ///

1           27. Pursuant to the Operative Dissolution Agreement, the parties agreed that Ms.  
2 Cohen would be entitled to payment of \$15,000, to purchase her interest in the C & P business  
3 (the “Buyout Payment”), including all of C & P’s “electronics, furniture, computers, other items,  
4 intellectual property or interests.”

5           28. The Operative Dissolution Agreement also provided that “[w]ith respect to  
6 contingency fee cases in which there [had, as of the effective date] yet to be a recovery by way of  
7 settlement or judgment, Ruth Cohen shall be entitled to a 33.333% percent share of gross  
8 attorney’s fees recovered in all contingency fee cases for which [C & P] has a signed retainer  
9 agreement dated on or before December 31, 2014. ... ”

10           29. In exchange for, and in reliance upon, these contractual assurances, Ms. Cohen  
11 agreed to *only* forfeit any fees earned (1) on C & P’s or Padda’s clients whose retainer  
12 agreements were dated after January 1, 2015; (2) on clients whose matters were handled on a flat  
13 fee basis; and (3) on clients whose matters were handled on an hourly fee basis.

14           30. Those clients with contingency fee agreements dated December 31, 2014, or  
15 earlier, included, without limitation, the following:

- 16                   a. Mark Garland (“Garland”);
- 17                   b. David Moradi (“Moradi”); and
- 18                   c. Steven Cochran and Melissa Cochran (the “Cochrans”).

19           31. Ms. Cohen also brought in several employment law cases and clients to C & P,  
20 which were pending at the time of her forced departure from practice at Padda Law and, upon  
21 information and belief, Padda Law has reaped, and continues to reap, the financial benefit of Ms.  
22 Cohen’s work.

23           32. In 2016, Ms. Cohen transitioned to a part-time employment role with Padda Law.

24           33. As she was awaiting the resolutions of the Garland, Moradi, and Cochrans cases,  
25 among others, in late 2016, Padda advised Ms. Cohen that the Moradi case was “in the toilet”  
26 and not likely to recover much. Padda’s blatant misrepresentations to Ms. Cohen about the value  
27 of the cases for which she was entitled to receive a one-third share of the compensation, as set  
28 forth in the Operative Dissolution Agreement, are discussed in greater detail below.

**PADDA PROFITS FROM HIS DECEPTION OF MS. COHEN REGARDING GARLAND**

34. Padda misrepresented to Ms. Cohen the value of Garland's case, arising from an incident where Garland was severely injured at a Las Vegas water park in July 2013.

35. Garland had previously retained C & P for an employment law matter, and he would return to retain C & P to represent him in his personal injury litigation, executing a contingency fee agreement prior to December 31, 2014.

36. Padda verbally represented to Ms. Cohen, in or around the fourth quarter of 2015, that the value of Garland's case was no more than \$10,000, and that C & P would likely have to reduce its fee recovery in order for Garland to recover anything.

37. Padda's representations to Ms. Cohen were false and intentional and, upon information and belief, he knew them to be false or, alternatively, had an insufficient basis to make the representation.

38. In actuality, Ms. Cohen would later discover that Padda served an offer of judgment in the amount of approximately \$240,000, which confirms that Padda knew the case had a much higher value than \$10,000 when he falsely represented the value to Ms. Cohen.

39. The defendant water park accepted the \$240,000 offer of judgment, and the litigation was dismissed with prejudice in September 2016 – the same month that Padda tricked Ms. Cohen into a new compensation agreement that he hoped would replace the Operative Dissolution Agreement.

40. Pursuant to the Operative Dissolution Agreement, Ms. Cohen was entitled to 33.333% of the attorney fees received from that \$240,000 recovery – believed to be 1/3 of \$96,000 (40%) – *i.e.*, \$32,000.

41. Ms. Cohen received nothing from Padda or Padda Law relative to the Garland recovery while they pocketed the entire \$96,000.

**PADDA PROFITS FROM HIS DECEPTION OF MS. COHEN REGARDING MORADI**

42. Moradi was a New York City hedge fund manager, less than 40 years old, and making more than \$10 million/year when he visited the Marquee nightclub at the Cosmopolitan in 2012.

1           43.     On the night of Moradi's visit to Marquee, Marquee security assaulted, battered,  
2 and falsely imprisoned Moradi, beating him so badly that he received severe injuries, including  
3 permanent brain damage.

4           44.     Moradi was referred to C & P, and he ultimately executed a contingency fee  
5 agreement, prior to December 2014, to retain C & P to represent him in his personal injury case.

6           45.     In an attempt to avoid paying Ms. Cohen the attorney fees to which she was  
7 entitled under the Operative Dissolution Agreement, Padda misrepresented to Ms. Cohen, in or  
8 about early September 2016, that the Moradi case was "in the toilet," and of minimal value.

9           46.     Padda lied to Ms. Cohen, telling her that Moradi had returned to work, that the  
10 case had no economic loss of income value and, therefore, that it would not likely recover much  
11 for Moradi.

12           47.     In reality, Padda had obtained expert reports in the case as early as May 2014, in  
13 which several experts opined that Moradi had permanent brain damage and could no longer  
14 manage his hedge fund, which ultimately resulted in the fund's closure with no likelihood of  
15 recovery.

16           48.     Moradi had answered interrogatories in May 2015, testifying under oath that his  
17 "job performance deteriorated," and he "has not returned to work as a hedge fund or portfolio  
18 manager."

19           49.     On May 4, 2015, Padda signed and served Moradi's responses to the defendants  
20 first set of interrogatories.

21           50.     In addition, weeks before misrepresenting to Ms. Cohen that Moradi's case was  
22 "in the toilet," in August 2016, Padda obtained Stanley V. Smith, Ph. D.'s economic expert  
23 report as part of correspondence directed only to Padda, in which Dr. Smith opined that Moradi's  
24 past and future lost earnings damages could range between \$74,523,737 and \$307,281,435.

25           51.     In addition, Dr. Smith estimated the value of Moradi's loss of enjoyment of life to  
26 range between an additional \$1,421,763 and \$2,369,593.

27           52.     In other words, less than one month before telling Ms. Cohen that Moradi's case  
28 had "limited" or minimal value and was "in the toilet," Padda was told by his expert that the case

1 was worth upwards of \$75 million; plus, Padda had previously served an Offer of Judgment of  
2 his own for \$1,500,000.

3 53. At the time he fraudulently misrepresented to Ms. Cohen the value of Moradi's  
4 case in early September 2016, Padda also knew that there was a firm trial setting that was rapidly  
5 approaching, which he kept hidden from Ms. Cohen.

6 54. Shortly after Ms. Cohen met with Moradi for the initial client intake meeting, and  
7 after Padda teamed up with California counsel to assist with the prosecution of Moradi's case,  
8 Ms. Cohen did not review any part of the Moradi file (including all expert reports) as she had  
9 placed the utmost trust in Padda, her longtime friend and partner, to accurately convey to her  
10 what was happening in the case and its value.

11 55. Throughout the early part of 2017, Ms. Cohen remained loyal to Padda and even  
12 represented Padda in the prosecution of his personal wrongful termination claims against the  
13 USAO – without being paid a dime, even though Padda promised to compensate her.

14 56. In April 2017, a jury awarded Moradi \$160.5 million in compensatory damages,  
15 and, upon information and belief, in the process of the jury's consideration of Moradi's request  
16 for more than \$400 million in punitive damages, the parties settled, with \$20 million in attorney  
17 fees ultimately awarded to Defendants and their co-counsel, the Los Angeles law firm of Panish  
18 Shea & Boyle, of which Defendants are believed to have received half, or approximately \$10  
19 million.

20 57. Ms. Cohen did not discover that Padda had fraudulently concealed the value of  
21 the Moradi case until she read about it in the Las Vegas Review Journal in the spring of 2017.

22 58. Pursuant to the Operative Dissolution Agreement, Ms. Cohen was entitled to  
23 receive more than \$3.3 million of the \$10 million fee collected by Defendants because Moradi's  
24 contingency fee agreement with C & P was dated before December 31, 2014.

25 **PADDA STANDS TO PROFIT FROM HIS DECEPTION REGARDING THE COCHRANS**

26 59. About three months after the 2012 incident involving Moradi and the Marquee  
27 nightclub, the Cochrans, a Las Vegas couple, attending a Farmers Insurance party at the Marquee  
28 were also assaulted by security officers at the nightclub.

60. With C & P's representation of Moradi being reported by news media, the Cochrans also retained C & P, long before December 31, 2014.

61. As of March 2019, Eighth Judicial District Court records still identify Ms. Cohen as the Lead Attorney, and Padda as counsel as well, in the Cochrans' case, but Defendants have associated the law firm of Eglet Prince ("Eglet") to assist in the prosecution.

62. The parties advised the district court judge, on April 2, 2019, that a global settlement was reached in the amount of \$1.4 million.

63. Upon information and belief, 40% contingency fees on the gross recovery (fees of approximately \$560,000) will be split between Defendants and Eglet.

64. Pursuant to the Operative Dissolution Agreement, Ms. Cohen is entitled to receive 33.333% of Defendants' \$280,000 share, or approximately \$93,333.

**PADDA CONS MS. COHEN INTO SIGNING A FRAUDULENT CONTRACT**

65. In or about September 2016, before Garland was finally resolved and before Moradi's case was set for trial – but after Padda learned that his experts valued Moradi's case as high as \$307,000,000 – Padda verbally reiterated to Ms. Cohen that the pending contingency cases were not likely to recover much, if anything, and he used Ms. Cohen's age, financial situation, and health issues as leverage to encourage her to accept a minimal payment pursuant to a new contract entitled "Business Expectancy Interest Resolution Agreement" (the "Fraudulent Agreement").

66. The Fraudulent Agreement required Ms. Cohen to take small, token payments in exchange for her waiver of her interests in the pending resolutions.

67. In fact, the Fraudulent Agreement even deceptively references "[Ms.] Cohen's *limited*, remaining expectancy interests ..."

68. That Fraudulent Agreement was executed on or about September 12, 2016, and only seven months later, Moradi would receive the largest single-plaintiff jury verdict for compensatory damages in Nevada history – \$160,500,000.

69. Taking advantage of her vulnerability, Padda convinced Ms. Cohen to sign the Fraudulent Agreement under false pretenses, which she would not have done but for Padda's

misrepresentations about the cases' respective values, her advanced age, financial troubles, and on-going health problems.

70. The Fraudulent Agreement is legally unenforceable due, in part, to the Padda's fraud in the inducement, coercion, and financial duress under which they were signed.

71. Again, Ms. Cohen first discovered that Defendants had lied to her about the value and anticipated recovery in the Moradi case when, in approximately April 2017, she read an article in the Las Vegas Review Journal about the jury verdict and subsequent settlement.

72. Later, in or about the summer of 2017, when Ms. Cohen confronted Defendants and demanded payment of those fees to which she was entitled, Defendants refused to remit full payment and, instead, gave Ms. Cohen a \$50,000 discretionary bonus, refusing to make payment in full or to honor the Operative Dissolution Agreement.

73. Defendants gave Ms. Cohen the \$50,000 discretionary bonus with full knowledge that she was in an extremely vulnerable state due to her on-going health problems and financial issues.

74. Ms. Cohen never viewed the "discretionary bonus" as a full satisfaction of what she was owed pursuant to the Operative Dissolution Agreement.

75. Not only was Padda aware of Ms. Cohen's struggles relative to tax debt at the time of handing Ms. Cohen the discretionary bonus check, but Padda also knew that she suffered a series of health issues during the relevant time period.

76. For example, Ms. Cohen had suffered a traumatic injury as the result of trying to break up a fight between her dogs at her home in early 2017.

77. The dog bite later became infected, which infection was growing increasingly worse throughout the summer of 2017, eventually requiring Ms. Cohen's hospitalization in the fall of 2017.

78. Also, in the summer of 2017, Ms. Cohen was diagnosed with anemia and began to experience recurring pain in her breasts, which she believed may be related to her earlier breast cancer diagnosis.

///

79. Defendants intentionally and knowingly took advantage of Ms. Cohen's vulnerability, an elderly woman at the time, in order to deceive her into entering into the Fraudulent Agreement and, later, into taking the discretionary bonus.

80. Defendants have refused to honor their obligations owed to Ms. Cohen pursuant to the Operative Dissolution Agreement.

81. Based on their fraudulent and deceptive conduct, the Defendants have reaped a financial windfall totaling well over \$3.4 million – to the detriment of Ms. Cohen, an elderly woman.

### **FIRST CLAIM FOR RELIEF**

#### **(Breach of Contract – Partnership Dissolution Agreement, against Padda)**

82. Ms. Cohen repeats, re-alleges, and incorporates by this reference each and every allegation contained above, inclusive, as if fully set forth herein.

83. In December 2014, Padda and Ms. Cohen entered into a valid and binding contract, the Operative Dissolution Agreement.

84. Ms. Cohen fully performed any and all obligations she had under the Operative Dissolution Agreement.

85. Ms. Cohen satisfied all conditions precedent, if any, to the Operative Dissolution Agreement.

86. Padda materially breached the Operative Dissolution Agreement by refusing to make payment for the attorney fees to which Ms. Cohen was entitled thereunder, which includes, but is not limited to, the Garland, Moradi, and Cochran, as well as other cases brought into C & P by Ms. Cohen.

87. Ms. Cohen made demand for payment, with which Padda has refused to comply.

88. There was and is no excuse for Padda's failure to pay Ms. Cohen.

89. As a direct and proximate result of Padda's breach of contract, Ms. Cohen has been damaged in excess of \$15,000.00, in an amount to be proven at trial.

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1           90. It has become necessary for Ms. Cohen to engage the services of an attorney to  
2 prosecute this action, and therefore, she is entitled to attorney fees and costs to the extent  
3 permitted by law.

4                                   **SECOND CLAIM FOR RELIEF**

5                                   **(Breach of the Implied Covenant of Good Faith and Fair Dealing**  
6                                   **– Contract, against Padda)**

7           91. Ms. Cohen repeats, re-alleges, and incorporates by this reference each and every  
8 allegation contained above, inclusive, as if fully set forth herein.

9           92. On or about December 31, 2014, Padda and Ms. Cohen entered into a valid and  
10 binding contract, the Operative Dissolution Agreement.

11           93. In Nevada, every contract contains an implied covenant of good faith and fair  
12 dealing.

13           94. Given that every contract contains an implied covenant of good faith and fair  
14 dealing, Padda had a duty to deal with Ms. Cohen in good faith, consistent with the spirit of the  
15 Operative Dissolution Agreement, and consistent with the parties' justifiable expectations.

16           95. Padda materially breached the contractually implied covenant of good faith and  
17 fair dealing with Ms. Cohen by, among other things, advising her that the recoveries obtained in  
18 the cases from which she was entitled to a portion of the attorney fees awarded had been, or were  
19 expected to be, substantially less than was truthful.

20           96. Padda further breached the contractually implied covenant of good faith and fair  
21 dealing with Ms. Cohen when, among other things, he took advantage of her compromised  
22 health and financial duress by manipulating her into signing Final Agreement.

23           97. As a direct and proximate result of Padda's breach of the contractually implied  
24 covenant of good faith and fair dealing, Ms. Cohen has been damaged in excess of \$15,000.00,  
25 in an amount to be proven at trial.

26           98. It has become necessary for Ms. Cohen to engage the services of an attorney to  
27 prosecute this action, and therefore, she is entitled to attorney fees and costs to the extent  
28 permitted by law.

**THIRD CLAIM FOR RELIEF**

**(Breach of the Implied Covenant of Good Faith and Fair Dealing  
– Tortious, against Padda)**

99. Ms. Cohen repeats, re-alleges, and incorporates by this reference each and every allegation contained above, inclusive, as if fully set forth herein.

100. On or about December 31, 2014, Padda and Ms. Cohen entered into a valid and binding contract, the Operative Dissolution Agreement.

101. In Nevada, every contract contains an implied covenant of good faith and fair dealing.

102. Given that every contract contains an implied covenant of good faith and fair dealing, Padda had a duty to deal with Ms. Cohen in good faith, consistent with the spirit of the Operative Dissolution Agreement, and consistent with the parties' justifiable expectations.

103. Ms. Cohen had a justifiable expectation to receive certain benefits consistent with the spirit of the Operative Dissolution Agreement.

104. There was a special relationship of trust between Padda and Ms. Cohen, arising not only from their long relationship, personally and professionally, but particularly as business partners, and Ms. Cohen relied upon Padda to be open, honest, and provide accurate accounting and truthful assessments of their cases together.

105. The bad faith conduct of Padda was knowing and deliberate.

106. As a direct and proximate result of Padda's breach of the implied covenant of good faith and fair dealing in tort, Ms. Cohen has been damaged in excess of \$15,000.00, in an amount to be proven at trial.

107. Moreover, as a direct and proximate result of Padda's breach, which was characterized by fraud, oppression, or malice, express or implied, Ms. Cohen is entitled to punitive damages, in an amount to be proven at trial.

108. It has become necessary for Ms. Cohen to engage the services of an attorney to prosecute this action, and therefore, she is entitled to attorney fees and costs to the extent permitted by law.

**FOURTH CLAIM FOR RELIEF****(Breach of Fiduciary Duty, against Padda)**

109. Ms. Cohen repeats, re-alleges, and incorporates by this reference each and every allegation contained above, inclusive, as if fully set forth herein.

110. A fiduciary relationship existed between Padda and Ms. Cohen, such that Padda was bound to act for the benefit of Ms. Cohen, as his partner, and to provide full and frank disclosure of all relevant information.

111. Padda failed to use due care or diligence, to act with utmost faith, to exercise ordinary skill, or to act with reasonable intelligence in his role as a partner and, consequently, a fiduciary to Ms. Cohen.

112. As a direct and proximate result of Padda's breach of fiduciary duty, Ms. Cohen has been damaged in excess of \$15,000.00, in an amount to be proven at trial.

113. Moreover, as a direct and proximate result of Padda's breach of fiduciary duty, which was characterized by fraud, oppression, or malice, express or implied, Ms. Cohen is entitled to punitive damages, in an amount to be proven at trial.

114. Because (i) a confidential relationship existed between Ms. Cohen and Padda, (ii) the retention of legal title by Padda to the funds at issue in this case would be inequitable, and (iii) the existence of a trust is essential to the effectuation of justice, Ms. Cohen is entitled to the Court's imposition of a constructive trust over those funds held by Padda, as trustee thereof.

115. It has become necessary for Ms. Cohen to engage the services of an attorney to prosecute this action, and therefore, she is entitled to attorney fees and costs to the extent permitted by law.

**FIFTH CLAIM FOR RELIEF****(Fraud in the Inducement – the Final Agreement, against Padda and Padda Law)**

116. Ms. Cohen repeats, re-alleges, and incorporates by this reference each and every allegation contained above, inclusive, as if fully set forth herein.

117. Padda, on his own behalf and on behalf of Padda Law, verbally made false representations to Ms. Cohen in summer 2016 (as to Garland), and in the fall of 2016 (as to

1 Moradi and the Cochrans), when he told Ms. Cohen that these cases each had little or no value  
2 and/or little or no likelihood of any substantial recovery.

3 118. Padda had knowledge or belief that the representations were false, or had  
4 knowledge that he had insufficient basis for making the representations at the time made.

5 119. Padda intended to induce Ms. Cohen to consent to the formation of the Final  
6 Agreement.

7 120. Ms. Cohen justifiably relied upon Padda's misrepresentation in entering into the  
8 Final Agreement.

9 121. As a direct and proximate result of Padda's misrepresentations, Ms. Cohen has  
10 been damaged in excess of \$15,000.00, in an amount to be proven at trial.

11 122. Moreover, as a direct and proximate result of Padda's misrepresentations, which  
12 were characterized by fraud, oppression, or malice, express or implied, Ms. Cohen is entitled to  
13 punitive damages, in an amount to be proven at trial.

14 123. Because (i) a confidential relationship existed between Ms. Cohen and Padda, (ii)  
15 the retention of legal title by Padda to the funds at issue in this case would be inequitable, and  
16 (iii) the existence of a trust is essential to the effectuation of justice, Ms. Cohen is entitled to the  
17 Court's imposition of a constructive trust over those funds held by Padda, as trustee thereof.

18 124. It has become necessary for Ms. Cohen to engage the services of an attorney to  
19 prosecute this action, and therefore, she is entitled to attorney fees and costs to the extent  
20 permitted by law.

### 21 **SIXTH CLAIM FOR RELIEF**

#### 22 **(Fraudulent Concealment, against Padda and Padda Law)**

23 125. Ms. Cohen repeats, re-alleges, and incorporates by this reference each and every  
24 allegation contained above, inclusive, as if fully set forth herein.

25 126. Defendants concealed or suppressed material facts from Ms. Cohen.

26 127. Upon information and belief, Padda even instructed staff of C & P and Padda  
27 Law, "don't tell Ruth anything," and "do not share disbursement sheets," in order to conceal the  
28

1 material facts at issue, namely the values and potential recoveries of the Garland, Moradi, and  
2 Cochran cases, and others.

3 128. Defendants were under a duty to disclose the concealed facts.

4 129. Defendants intentionally concealed or suppressed facts with the intention of  
5 defrauding Ms. Cohen.

6 130. Ms. Cohen did not know about the facts and would have acted differently had she  
7 known.

8 131. As a direct and proximate result of Defendants' fraudulent concealment of  
9 material facts from Ms. Cohen, Ms. Cohen has been damaged in excess of \$15,000.00, in an  
10 amount to be proven at trial.

11 132. Moreover, as a direct and proximate result of Defendants' fraudulent concealment  
12 of material facts from Ms. Cohen, which was characterized by fraud, oppression, or malice,  
13 express or implied, Ms. Cohen is entitled to punitive damages, in an amount to be proven at trial.

14 133. Because (i) a confidential relationship existed between Ms. Cohen and Padda, (ii)  
15 the retention of legal title by Padda to the funds at issue in this case would be inequitable, and  
16 (iii) the existence of a trust is essential to the effectuation of justice, Ms. Cohen is entitled to the  
17 Court's imposition of a constructive trust over those funds held by Padda, as trustee thereof.

18 134. It has become necessary for Ms. Cohen to engage the services of an attorney to  
19 prosecute this action, and therefore, she is entitled to attorney fees and costs to the extent  
20 permitted by law.

### 21 **SEVENTH CLAIM FOR RELIEF**

#### 22 **(Fraudulent or Intentional Misrepresentation, against Padda and Padda Law)**

23 135. Ms. Cohen repeats, re-alleges, and incorporates by this reference each and every  
24 allegation contained above, inclusive, as if fully set forth herein.

25 136. Padda, on his own behalf and on behalf of Padda Law, verbally made false  
26 representations to Ms. Cohen in summer 2016 (as to Garland), and in the fall of 2016 (as to  
27 Moradi and the Cochran), when he told Ms. Cohen that these cases each had little or no value  
28 and/or little or no likelihood of any substantial recovery.

1 137. Defendants knew or believed that their representations were false, or they had an  
2 insufficient basis of information for making the false representations.

3 138. Defendants intended to induce Ms. Cohen to act or refrain from acting upon those  
4 misrepresentations.

5 139. Ms. Cohen justifiably relied upon Defendants' representations.

6 140. As a direct and proximate result of Defendants' fraudulent or intentional  
7 misrepresentations, and Ms. Cohen's reliance on those misrepresentations, Ms. Cohen has been  
8 damaged in excess of \$15,000.00, in an amount to be proven at trial.

9 141. Moreover, as a direct and proximate result of Defendants' intentional  
10 misrepresentations, which were characterized by fraud, oppression, or malice, express or  
11 implied, Ms. Cohen is entitled to punitive damages, in an amount to be proven at trial.

12 142. Because (i) a confidential relationship existed between Ms. Cohen and Padda, (ii)  
13 the retention of legal title by Padda to the funds at issue in this case would be inequitable, and  
14 (iii) the existence of a trust is essential to the effectuation of justice, Ms. Cohen is entitled to the  
15 Court's imposition of a constructive trust over those funds held by Padda, as trustee thereof.

16 143. It has become necessary for Ms. Cohen to engage the services of an attorney to  
17 prosecute this action, and therefore, she is entitled to attorney fees and costs to the extent  
18 permitted by law.

19 **EIGHTH CLAIM FOR RELIEF**

20 **(Unjust Enrichment, against Padda Law, and pleaded in the alternative against Padda)**

21 144. Ms. Cohen repeats, re-alleges, and incorporates by this reference each and every  
22 allegation contained above, inclusive, as if fully set forth herein.

23 145. Ms. Cohen conferred a benefit upon Padda and, consequently, upon Padda Law,  
24 when she, among other things, performed client intake and caused Garland, Moradi, and the  
25 Cochrans, as well as Ms. Cohen's other clients, to execute contingency fee agreements which  
26 resulted in substantial attorney fee revenues, or prospective revenues, on those cases.

27 146. Defendants received and appreciated the benefit of Ms. Cohen's actions and her  
28 work on the contingency fee cases at issue.

1 147. Defendants accepted and retained that benefit under circumstances such that it  
2 would be inequitable for them to retain the benefits without payment to Ms. Cohen for the value  
3 thereof.

4 148. As a direct and proximate result of Defendants' unjust enrichment, Ms. Cohen has  
5 been damaged in excess of \$15,000.00, in an amount to be proven at trial.

6 149. Moreover, as a direct and proximate result of Defendants' retention of the benefit,  
7 which retention was characterized by fraud, oppression, or malice, express or implied, Ms.  
8 Cohen is entitled to punitive damages, in an amount to be proven at trial.

9 150. Because (i) a confidential relationship existed between Ms. Cohen and Padda, (ii)  
10 the retention of legal title by Padda to the funds at issue in this case would be inequitable, and  
11 (iii) the existence of a trust is essential to the effectuation of justice, Ms. Cohen is entitled to the  
12 Court's imposition of a constructive trust over those funds held by Padda, as trustee thereof.

13 151. It has become necessary for Ms. Cohen to engage the services of an attorney to  
14 prosecute this action, and therefore, she is entitled to attorney fees and costs to the extent  
15 permitted by law.

### 16 **NINTH CLAIM FOR RELIEF**

#### 17 **(Elder Abuse, under NRS 41.1395, against Padda)**

18 152. Ms. Cohen repeats, re-alleges, and incorporates by this reference each and every  
19 allegation contained above, inclusive, as if fully set forth herein.

20 153. This is an action for damages pursuant to NRS 41.1395 for injury or loss suffered  
21 by Ms. Cohen from exploitation.

22 154. Pursuant to NRS 41.1395, Ms. Cohen is an older person who suffered a loss of  
23 money or property caused by exploitation by Padda.

24 155. Pursuant to NRS 41.1395(d), Ms. Cohen did meet the definition of an older  
25 person in that she was over the age of 60 years of age at all times relevant herein.

26 156. Padda's conduct, as previously described above herein, meets the definition of  
27 "exploitation," as defined in NRS 41.1395(4)(b), because he took acts, with the trust and  
28 confidence of Ms. Cohen, in order to obtain control, through deception, intimidation or undue

1 influence, over the money, assets or property of Ms. Cohen, with the intention of permanently  
2 depriving her of the ownership, use, benefit or possession of her money, assets or property.

3 157. In addition, Padda's conduct, as previously described above herein, meets the  
4 definition of "exploitation," as defined in NRS 41.1395(4)(b), because he converted Ms. Cohen's  
5 money, assets or property with the intention of permanently depriving her of the ownership, use,  
6 benefit or possession of her money, assets or property.

7 158. Padda acted with recklessness, oppression, fraud and/or malice, express or  
8 implied, and his actions or inactions towards Ms. Cohen as previously stated above, and herein,  
9 justify the award of punitive damages, attorney fees, and costs of suit.

10 159. Further, pursuant to NRS 41.1395(1), Ms. Cohen is entitled to two times the  
11 actual damages incurred as a result of Padda's exploitation.

#### 12 **TENTH CLAIM FOR RELIEF**

#### 13 **(Declaratory Relief, against Padda and Padda Law)**

14 160. Ms. Cohen repeats, re-alleges, and incorporates by this reference each and every  
15 allegation contained above, inclusive, as if fully set forth herein.

16 161. A justiciable controversy exists between Defendants and Ms. Cohen in that Ms.  
17 Cohen posits that (1) she is entitled to a 33.333% share of the attorney fees recovered in  
18 contingency fee cases for which a retainer agreement for C & P was executed prior to December  
19 31, 2014, and (2) any later agreement, including the Final Agreement, is invalid as a matter of  
20 law while, upon information and belief, Defendants disagree and have taken a contrary position.

21 162. Accordingly, Ms. Cohen has requested payment of amounts owed, but Defendants  
22 rejected Ms. Cohen positions.

23 163. Ms. Cohen, therefore, has asserted, and hereby asserts, a legally protected right.

24 164. The issue is ripe for judicial determination, so Ms. Cohen seeks a declaration  
25 from the Court that the Dissolution Agreement is valid and enforceable, entitling her to  
26 immediate payment for attorney fee revenues collected, and that the Final Agreement is legally  
27 invalid and unenforceable.

28 ///

**JURY TRIAL DEMAND**

Pursuant to NRCP 38, Ms. Cohen hereby demands a trial by jury of all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, Ms. Cohen prays for the following relief against Defendants:

1. Complete rescission of the Fraudulent Agreement;
2. For an accounting;
3. Judgment in her favor and against Defendants on all of her causes of action in excess of \$15,000 in actual, compensatory damages in an amount to be proven at trial;
4. For disgorgement of profits received by Defendants;
5. For a constructive trust over monies to which Defendants maintain title but which, in equity, belong to Ms. Cohen;
6. For an award of treble, punitive damages, under NRS 42.005, against Defendants in an amount to be proven at trial;
7. For an award of double damages, under NRS 41.1395, against Defendants in an amount to be proven at trial;
8. For an award of attorney fees and costs and incurred in bringing this action as special damages under NRS 41.1395, and as permitted by law;
9. For an award of pre-judgment and post-judgment interest at the highest rate permitted by law until paid in full; and
10. For any further relief as the Court deems to be just and proper.

Dated this 9th day of April, 2019.

MARQUIS AURBACH COFFING

By /s/ Jared M. Moser

Liane K. Wakayama, Esq.

Nevada Bar No. 11313

Jared M. Moser, Esq.

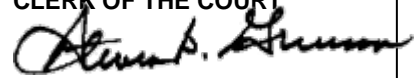
Nevada Bar No. 13003

10001 Park Run Drive

Las Vegas, Nevada 89145

*Attorneys for Plaintiff Ruth L. Cohen*

2



1 **ANS**  
Joshua H. Reisman, Esq.  
2 Nevada Bar No. 7152  
REISMAN·SOROKAC  
3 8965 South Eastern Avenue, Suite 382  
Las Vegas, Nevada 89123  
4 Telephone: (702) 727-6258  
Facsimile: (702) 446-6756  
5 Email: [jreisman@rsnvlaw.com](mailto:jreisman@rsnvlaw.com)

6 Attorneys for Paul Padda Law, PLLC

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 RUTH L. COHEN, an individual,

CASE NO.: A-19-792599-B

DEPT.: XI

10 Plaintiff,

11 vs.

12 PAUL S. PADDA, an individual; PAUL  
PADDA LAW, PLLC, a Nevada professional  
13 limited liability company; DOE Individuals I -  
X; and ROE entities I- X,

**PAUL PADDA LAW, PLLC's ANSWER TO  
COMPLAINT**

14 Defendants.

15  
16 Defendant, Paul Padda Law, PLLC ("Padda Law"), by and through its attorneys, Joshua H.  
17 Reisman of the law firm Reisman Sorokac, hereby answers Plaintiff Ruth L. Cohen's ("Cohen" or  
18 "Plaintiff") complaint (the "Complaint") on file herein as follows:

19 **PARTIES**

20 1. Answering Paragraph 1 of the Complaint, Padda Law admits each and every allegation  
21 contained therein.

22 2. Answering Paragraph 2 of the Complaint, Padda Law denies each and every allegation  
23 contained therein.  
24

REISMAN·SOROKAC  
8965 SOUTH EASTERN AVENUE, SUITE 382  
LAS VEGAS, NEVADA 89123  
PHONE: (702) 727-6258 FAX: (702) 446-6756

3. Answering Paragraph 3 of the Complaint, Padda Law admits each and every allegation contained therein.

4. Answering Paragraph 4 of the Complaint, Padda Law is without sufficient information with which to form a belief as to the truth or falsity of the allegations contained therein, and the same are therefore denied.

## **JURISDICTION AND VENUE**

5. Answering Paragraph 5 of the Complaint, Padda Law denies each and every allegation contained therein.

6. Answering Paragraph 6 of the Complaint, Padda Law denies each and every allegation contained therein.

## GENERAL ALLEGATIONS

## Ms. Cohen's Career and Relationship with Padda

7. Answering Paragraph 7 of the Complaint, Padda Law admits each and every allegation contained therein.

8. Answering Paragraph 8 of the Complaint, Padma Law is without sufficient information with which to form a belief as to the truth or falsity of the allegations contained therein, and the same are therefore denied.

9. Answering Paragraph 9 of the Complaint, Padda Law admits that Paul Padda, Esq., (“Mr. Padda”) met Ruth Cohen, Esq., (“Ms. Cohen”) while he was employed as an Assistant United States Attorney. As to the remaining allegations in Paragraph 9, Padda Law is without sufficient information with which to form a belief as to the truth or falsity of the allegations contained therein, and the same are therefore denied.

4            11.     Answering Paragraph 11 of the Complaint, Padda Law admits each and every allegation  
5     contained therein.

6           12.     Answering Paragraph 12 of the Complaint, Padda Law admits each and every allegation  
7 contained therein.

13. Answering Paragraph 13 of the Complaint, Padda Law admits that Mr. Padda and Ms. Cohen were friends based upon their professional relationship. As to the remaining allegations contained in Paragraph 13, Padda Law denies the same.

11            14.      Answering Paragraph 14 of the Complaint, Padda Law admits each and every allegation  
12 contained therein.

13            15.     Answering Paragraph 15 of the Complaint, Padda Law admits each and every allegation  
14 contained therein.

15           16.     Answering Paragraph 16 of the Complaint, Padma Law denies each and every allegation  
16 contained therein.

**Cohen & Padda Law Firm**

18           17.     Answering Paragraph 17 of the Complaint, Padda Law admits each and every allegation  
19     contained therein.

18. Answering Paragraph 18 of the Complaint, Padda Law asserts that the “Partnership Agreement” speaks for itself, and Padda Law denies each and every allegation that attempts to interpret the document contrary to its terms.

1           19.     Answering Paragraph 19 of the Complaint, Padda Law asserts that the “Partnership  
2 Agreement” speaks for itself, and Padda Law denies each and every allegation that attempts to interpret  
3 the document contrary to its terms.

4           20.     Answering Paragraph 20 of the Complaint, Padda Law asserts that the “Partnership  
5 Agreement” speaks for itself, and Padda Law denies each and every allegation that attempts to interpret  
6 the document contrary to its terms.

7           21.     Answering Paragraph 21 of the Complaint, Padda Law asserts that the “Partnership  
8 Agreement” speaks for itself, and Padda Law denies each and every allegation that attempts to interpret  
9 the document contrary to its terms.

10          22.     Answering Paragraph 22 of the Complaint, Padda Law asserts that the “Partnership  
11 Agreement” speaks for itself, and Padda Law denies each and every allegation that attempts to interpret  
12 the document contrary to its terms.

13          23.     Answering Paragraph 23 of the Complaint, Padda Law admits each and every allegation  
14 contained therein.

15           **Ms. Cohen’s Decision to Wind Down Her Career and the Ultimate Dissolution of C&P**

16          24.     Answering Paragraph 24 of the Complaint, Padda Law is without sufficient information  
17 with which to form a belief as to the truth or falsity of the allegations contained therein, and the same  
18 are therefore denied.

19          25.     Answering Paragraph 25 of the Complaint, Padda Law is without sufficient information  
20 with which to form a belief as to the truth or falsity of the allegations contained therein, and the same  
21 are therefore denied.

22          26.     Answering Paragraph 26 of the Complaint, Padda Law admits that Mr. Padda and Ms.  
23 Cohen “discussed dissolution of their partnership[.]” As to the remaining allegations in Paragraph 26,  
24 Padda Law asserts that the “Partnership Dissolution Agreement” dated November 1, 2014, and the

1 “Operative Dissolution Agreement” speak for themselves, and Padda Law denies each and every  
2 allegation that attempts to interpret these documents contrary to their terms.

3 27. Answering Paragraph 27 of the Complaint, Padda Law asserts that the “Operative  
4 Dissolution Agreement” speaks for itself, and Padda Law denies each and every allegation that attempts  
5 to interpret the document contrary to its terms.

6 28. Answering Paragraph 28 of the Complaint, Padda Law asserts that the “Operative  
7 Dissolution Agreement” speaks for itself, and Padda Law denies each and every allegation that attempts  
8 to interpret the document contrary to its terms.

9 29. Answering Paragraph 29 of the Complaint, Padda Law asserts that the allegations  
10 contained in Paragraph 29 call for a legal conclusion to which no response is required. To the extent  
11 that said paragraph is determined to contain factual allegations, Padda Law denies each and every  
12 allegation contained therein.

13 30. Answering Paragraph 30 of the Complaint, Padda Law admits each and every allegation  
14 contained therein.

15 31. Answering Paragraph 31 of the Complaint, Padda Law denies each and every allegation  
16 contained therein.

17 32. Answering Paragraph 32 of the Complaint, Padda Law denies each and every allegation  
18 contained therein.

19 33. Answering Paragraph 33 of the Complaint, Padda Law denies each and every allegation  
20 contained therein.

21 **Padda Profits from His Deception of Ms. Cohen Regarding Garland**

22 34. Answering Paragraph 34 of the Complaint, Padda Law denies each and every allegation  
23 contained therein.

24

1           35.     Answering Paragraph 35 of the Complaint, Padda Law admits each and every allegation  
2 contained therein.

3           36.     Answering Paragraph 36 of the Complaint, Padda Law denies each and every allegation  
4 contained therein.

5           37.     Answering Paragraph 37 of the Complaint, Padda Law denies each and every allegation  
6 contained therein.

7           38.     Answering Paragraph 38 of the Complaint, Padda Law denies each and every allegation  
8 contained therein.

9           39.     Answering Paragraph 39 of the Complaint, Padda Law denies each and every allegation  
10 contained therein.

11           40.     Answering Paragraph 40 of the Complaint, Padda Law asserts that the “Operative  
12 Dissolution Agreement” speaks for itself, and Padda Law denies each and every allegation that attempts  
13 to interpret the document contrary to its terms.

14           41.     Answering Paragraph 41 of the Complaint, Padda Law denies each and every allegation  
15 contained therein.

16                   **Padda Profits from His Deception of Ms. Cohen Regarding Moradi**

17           42.     Answering Paragraph 42 of the Complaint, Padda Law admits each and every allegation  
18 contained therein.

19           43.     Answering Paragraph 43 of the Complaint, in regard to the allegation that David Moradi  
20 (“Mr. Moradi”) suffered “permanent brain damage[,]” Padda Law is without sufficient information  
21 with which to form a belief as to the truth or falsity of the allegations contained therein, and the same  
22 are therefore denied. As to the remaining allegations contained in Paragraph 43, Padda Law admits the  
23 same.  
24

1           44.     Answering Paragraph 44 of the Complaint, in regard to the allegation that “Moradi was  
2 referred to C&P[,],” the allegation is denied as Mr. Moradi was specifically referred to Mr. Padda. As  
3 to the remaining allegations contained in Paragraph 44, Padda Law admits the same.

4           45.     Answering Paragraph 45 of the Complaint, Padda Law denies each and every allegation  
5 contained therein.

6           46.     Answering Paragraph 46 of the Complaint, Padda Law denies each and every allegation  
7 contained therein.

8           47.     Answering Paragraph 47 of the Complaint, Padda Law denies each and every allegation  
9 contained therein.

10          48.     Answering Paragraph 48 of the Complaint, Padda Law asserts that the “answered  
11 interrogatories” speak for themselves and denies every attempt to interpret the documents contrary to  
12 their terms. As to the remaining allegations contained in Paragraph 48, Padda Law is without sufficient  
13 information with which to form a belief as to the truth or falsity of the allegations contained therein,  
14 and the same are therefore denied.

15          49.     Answering Paragraph 49 of the Complaint, Padda Law asserts that “Moradi’s responses  
16 to the defendants first set of interrogatories” speak for themselves and denies every attempt to interpret  
17 the document contrary to its terms.

18          50.     Answering Paragraph 50 of the Complaint, in regard to the “Stanley V. Smith, Ph. D.  
19 economic expert report” (“Dr. Smith’s Report”) Padda Law asserts that the report speaks for itself and  
20 denies every attempt to interpret the document contrary to its terms. As to the remaining allegations  
21 contained in Paragraph 50, Padda Law denies the same.

22          51.     Answering Paragraph 51 of the Complaint, Padda Law asserts that Dr. Smith’s Report  
23 speaks for itself, and Padda Law denies every attempt to interpret the document contrary to its terms.  
24

1           52.     Answering Paragraph 52 of the Complaint, Padda Law admits that on December 10,  
2 2015, Mr. Padda served an offer of judgment for \$1,500,000.00 upon the defendants in Mr. Moradi's  
3 matter. As to the remaining allegations contained in Paragraph 52, Padda Law denies the same.

4           53.     Answering Paragraph 53 of the Complaint, Padda Law denies each and every allegation  
5 contained therein.

6           54.     Answering Paragraph 54 of the Complaint, Padda Law denies each and every allegation  
7 contained therein.

8           55.     Answering Paragraph 55 of the Complaint, Padda Law admits that Cohen represented  
9 Padda in a legal dispute with the United States Attorney's Office in 2017 and clarifies that the  
10 representation began earlier. As to the remaining allegations contained in Paragraph 55, Padda Law  
11 denies the same.

12           56.     Answering Paragraph 56 of the Complaint, Padda Law admits that the jury awarded  
13 Mr. Moradi about \$160,000,000.00 on April 26, 2017, and the matter settled shortly thereafter. As to  
14 the remaining allegations contained in Paragraph 56, Padda Law denies the same.

15           57.     Answering Paragraph 57 of the Complaint, Padda Law denies each and every allegation  
16 contained therein.

17           58.     Answering Paragraph 58 of the Complaint, Padda Law denies each and every allegation  
18 contained therein.

19                   **Padda Stands to Profit from His Deception Regarding the Cochrans**

20           59.     Answering Paragraph 59 of the Complaint, Padda Law admits each and every allegation  
21 contained therein.

22           60.     Answering Paragraph 60 of the Complaint, Padda Law admits that Steven and Melissa  
23 Cochran (the "Cochrans") retained Cohen & Padda before December 31, 2014. As to the remaining  
24 allegations contained in Paragraph 60, Padda Law denies the same.

1           61.     Answering Paragraph 61 of the Complaint, Padda Law admits that Robert T. Eglet, Esq.  
2 has associated as counsel for the Cochran's matter. As to the remaining allegations contained in  
3 Paragraph 61, Padda Law denies the same.

4           62.     Answering Paragraph 62 of the Complaint, Padda Law asserts that it did not appear in  
5 court on the Cochran's behalf or about April 2, 2019. Accordingly, Padda Law is without sufficient  
6 information with which to form a belief as to the truth or falsity of the allegations contained therein,  
7 and the same are therefore denied.

8           63.     Answering Paragraph 63 of the Complaint, Padda Law is without sufficient information  
9 with which to form a belief as to the truth or falsity of the allegations contained therein, and the same  
10 are therefore denied.

11          64.     Answering Paragraph 64 of the Complaint, Padda Law denies each and every allegation  
12 contained therein.

13                   **Padda Cons Ms. Cohen into Signing a Fraudulent Contract**

14          65.     Answering Paragraph 65 of the Complaint, Padda Law denies each and every allegation  
15 contained therein.

16          66.     Answering Paragraph 66 of the Complaint, Padda Law denies each and every allegation  
17 contained therein.

18          67.     Answering Paragraph 67 of the Complaint, Padda Law denies each and every allegation  
19 contained therein.

20          68.     Answering Paragraph 68 of the Complaint, Padda Law admits that Cohen and Padda  
21 executed a Business Expectancy Interest Resolution Agreement ("Resolution Agreement") on  
22 September 12, 2016. Padda Law admits that the jury awarded Mr. Moradi about \$160,000,000.00  
23 on April 26, 2017. As to the remaining allegations contained in Paragraph 68, Padda Law denies  
24 the same.

69. Answering Paragraph 69 of the Complaint, Padda Law denies each and every allegation contained therein.

70. Answering Paragraph 70 of the Complaint, Padda Law asserts that the allegations contained in Paragraph 70 call for a legal conclusion to which no response is required. To the extent said Paragraph is determined to contain factual allegations, Padda Law denies each and every allegation contained therein.

71. Answering Paragraph 71 of the Complaint, Padda Law denies each and every allegation contained therein.

72. Answering Paragraph 72 of the Complaint, Padda Law admits that it issued Ms. Cohen a check in the amount of \$50,000.00 that stated, “discretionary bonus” in the memo line on July 20, 2017. As to the remaining allegations contained in Paragraph 72, Padda Law denies the same.

73. Answering Paragraph 73 of the Complaint, Padda Law denies each and every allegation contained therein.

74. Answering Paragraph 74 of the Complaint, Padda Law denies each and every allegation contained therein.

75. Answering Paragraph 75, Padda Law admits that Cohen revealed to Padda that she had significant tax liabilities due to her underpayment of taxes for several years. As to the remaining allegations contained in Paragraph 75, Padda Law denies the same.

76. Answering Paragraph 76 of the Complaint, Padda Law is without sufficient information with which to form a belief as to the truth or falsity of the allegations contained therein, and the same are therefore denied.

77. Answering Paragraph 77 of the Complaint, Padda Law is without sufficient information with which to form a belief as to the truth or falsity of the allegations contained therein, and the same are therefore denied.



1 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
2 allegation contained therein.

3 86. Answering Paragraph 86 of the Complaint, Padda Law asserts that the allegations  
4 contained in Paragraph 86 call for a legal conclusion to which no response is required. To the extent  
5 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
6 allegation contained therein.

7 87. Answering Paragraph 87 of the Complaint, Padda Law denies each and every allegation  
8 contained therein.

9 88. Answering Paragraph 88 of the Complaint, Padda Law denies each and every allegation  
10 contained therein.

11 89. Answering Paragraph 89 of the Complaint, Padda Law denies each and every allegation  
12 contained therein.

13 90. Answering Paragraph 90 of the Complaint, Padda Law denies each and every allegation  
14 contained therein.

15 **SECOND CLAIM FOR RELIEF**

16 **(Breach of the Implied Covenant of Good Faith and Fair Dealing – Contract, Against Padda)**

17 91. Answering Paragraph 91 of the Complaint, Padda Law repeats and realleges its answers  
18 hereinabove to Paragraphs 1 – 90, inclusive, and incorporates the same by reference as though fully set  
19 forth herein.

20 92. Answering Paragraph 92 of the Complaint, Padda Law asserts that the allegations  
21 contained in Paragraph 92 call for a legal conclusion to which no response is required. To the extent  
22 that said Paragraph is determined to contain factual allegations, Padda Law asserts that the Operative  
23 Dissolution Agreement speaks for itself and denies every attempt to interpret the document contrary to  
24 its terms.

1           93.     Answering Paragraph 93 of the Complaint, Padda Law asserts that the allegations  
2 contained in Paragraph 93 call for a legal conclusion to which no response is required. To the extent  
3 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
4 allegation contained therein.

5           94.     Answering Paragraph 94 of the Complaint, Padda Law asserts that the allegations  
6 contained in Paragraph 94 call for a legal conclusion to which no response is required. To the extent  
7 that said Paragraph is determined to contain factual allegations, Padda Law asserts that the Operative  
8 Dissolution Agreement speaks for itself and denies every attempt to interpret the document contrary to  
9 its terms.

10          95.     Answering Paragraph 95 of the Complaint, Padda Law asserts that the allegations  
11 contained in Paragraph 95 call for a legal conclusion to which no response is required. To the extent  
12 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
13 allegation contained therein.

14          96.     Answering Paragraph 96 of the Complaint, Padda Law asserts that the allegations  
15 contained in Paragraph 96 call for a legal conclusion to which no response is required. To the extent  
16 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
17 allegation contained therein.

18          97.     Answering Paragraph 97 of the Complaint, Padda Law denies each and every allegation  
19 contained therein.

20          98.     Answering Paragraph 98 of the Complaint, Padda Law denies each and every allegation  
21 contained therein.

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**THIRD CLAIM FOR RELIEF**

**(Breach of the Implied Covenant of Good Faith and Fair Dealing – Tortious, Against Padda)**

99. Answering Paragraph 99 of the Complaint, Padda Law repeats and realleges its answers hereinabove to Paragraphs 1 – 98, inclusive, and incorporates the same by reference as though fully set forth herein.

100. Answering Paragraph 100 of the Complaint, Padda Law asserts that the allegations contained in Paragraph 100 call for a legal conclusion to which no response is required. To the extent that said Paragraph is determined to contain factual allegations, Padda Law asserts that the “Operative Dissolution Agreement” speaks for itself, and denies every attempt to interpret the document contrary to its terms.

101. Answering Paragraph 101 of the Complaint, Padda Law asserts that the allegations contained in Paragraph 101 call for a legal conclusion to which no response is required. To the extent that said Paragraph is determined to contain factual allegations, Padda Law denies each and every allegation contained therein.

102. Answering Paragraph 102 of the Complaint, Padda Law asserts that the allegations contained in Paragraph 102 call for a legal conclusion to which no response is required. To the extent that said Paragraph is determined to contain factual allegations, Padda Law asserts that the “Operative Dissolution Agreement” speaks for itself and denies every attempt to interpret the document contrary to its terms.

103. Answering Paragraph 103 of the Complaint, Padda Law asserts that the allegations contained in Paragraph 103 call for a legal conclusion to which no response is required. To the extent that said Paragraph is determined to contain factual allegations, Padda Law asserts that the “Operative Dissolution Agreement” speaks for itself and denies every attempt to interpret the document contrary to its terms.

105. Answering Paragraph 105 of the Complaint, Padda Law asserts that the allegations contained in Paragraph 105 call for a legal conclusion to which no response is required. To the extent that said Paragraph is determined to contain factual allegations, Padda Law denies each and every allegation contained therein.

106. Answering Paragraph 106 of the Complaint, Padma Law denies each and every allegation contained therein.

1            107. Answering Paragraph 107 of the Complaint, Padda Law asserts that the allegations  
2 contained in Paragraph 107 call for a legal conclusion to which no response is required. To the extent  
3 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
4 allegation contained therein.

108. Answering Paragraph 108 of the Complaint, Padma Law denies each and every allegation contained therein.

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9            109. Answering Paragraph 109 of the Complaint, Padda Law repeats and realleges its  
0 answers hereinabove to Paragraphs 1 – 108, inclusive, and incorporates the same by reference as though  
1 fully set forth herein.

110. Answering Paragraph 110 of the Complaint, Padda Law asserts that the allegations contained in Paragraph 110 call for a legal conclusion to which no response is required. To the extent

1 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
2 allegation contained therein.

3 111. Answering Paragraph 111 of the Complaint, Padda Law asserts that the allegations  
4 contained in Paragraph 111 call for a legal conclusion to which no response is required. To the extent  
5 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
6 allegation contained therein.

7 112. Answering Paragraph 112 of the Complaint, Padda Law denies each and every  
8 allegation contained therein.

9 113. Answering Paragraph 113 of the Complaint, Padda Law asserts that the allegations  
10 contained in Paragraph 113 call for a legal conclusion to which no response is required. To the extent  
11 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
12 allegation contained therein.

13 114. Answering Paragraph 114 of the Complaint, Padda Law asserts that the allegations  
14 contained in Paragraph 114 call for a legal conclusion to which no response is required. To the extent  
15 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
16 allegation contained therein.

17 115. Answering Paragraph 115 of the Complaint, Padda Law denies each and every  
18 allegation contained therein.

19 **FIFTH CLAIM FOR RELIEF**

20 **(Fraud in the Inducement – The Final Agreement, against Padda and Padda Law)**

21 116. Answering Paragraph 116 of the Complaint, Padda Law repeats and realleges its  
22 answers hereinabove to Paragraphs 1 – 115, inclusive, and incorporates the same by reference as though  
23 fully set forth herein.  
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1 117. Answering Paragraph 117 of the Complaint, Padda Law denies each and every  
2 allegation contained therein.

3 118. Answering Paragraph 118 of the Complaint, Padda Law denies each and every  
4 allegation contained therein.

5 119. Answering Paragraph 119 of the Complaint, Padda Law denies each and every  
6 allegation contained therein.

7 120. Answering Paragraph 120 of the Complaint, Padda Law denies each and every  
8 allegation contained therein.

9 121. Answering Paragraph 121 of the Complaint, Padda Law denies each and every  
10 allegation contained therein.

11 122. Answering Paragraph 122 of the Complaint, Padda Law asserts that the allegations  
12 contained in Paragraph 122 call for a legal conclusion to which no response is required. To the extent  
13 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
14 allegation contained therein.

15 123. Answering Paragraph 123 of the Complaint, Padda Law asserts that the allegations  
16 contained in Paragraph 123 call for a legal conclusion to which no response is required. To the extent  
17 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
18 allegation contained therein.

19 124. Answering Paragraph 124 of the Complaint, Padda Law denies each and every  
20 allegation contained therein.

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**SIXTH CLAIM FOR RELIEF**

**(Fraudulent Concealment, against Padda and Padda Law)**

125. Answering Paragraph 125 of the Complaint, Padda Law repeats and realleges its answers hereinabove to Paragraphs 1 – 124, inclusive, and incorporates the same by reference as though fully set forth herein.

126. Answering Paragraph 126 of the Complaint, Padda Law asserts that the allegations contained in Paragraph 126 call for a legal conclusion to which no response is required. To the extent that said Paragraph is determined to contain factual allegations, Padda Law denies each and every allegation contained therein.

127. Answering Paragraph 127 of the Complaint, Padda Law denies each and every allegation contained therein.

128. Answering Paragraph 128 of the Complaint, Padda Law asserts that the allegations contained in Paragraph 128 call for a legal conclusion to which no response is required. To the extent that said Paragraph is determined to contain factual allegations, Padda Law denies each and every allegation contained therein.

129. Answering Paragraph 129 of the Complaint, Padda Law denies each and every allegation contained therein.

130. Answering Paragraph 130 of the Complaint, Padda Law denies each and every allegation contained therein.

131. Answering Paragraph 131 of the Complaint, Padda Law denies each and every allegation contained therein.

132. Answering Paragraph 132 of the Complaint, Padda Law asserts that the allegations contained in Paragraph 132 call for a legal conclusion to which no response is required. To the extent

1 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
2 allegation contained therein.

3 133. Answering Paragraph 133 of the Complaint, Padda Law asserts that the allegations  
4 contained in Paragraph 133 call for a legal conclusion to which no response is required. To the extent  
5 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
6 allegation contained therein.

7 134. Answering Paragraph 134 of the Complaint, Padda Law denies each and every  
8 allegation contained therein.

9 **SEVENTH CLAIM FOR RELIEF**

10 **(Fraudulent or Intentional Misrepresentation, against Padda and Padda Law)**

11 135. Answering Paragraph 135 of the Complaint, Padda Law repeats and realleges its  
12 answers hereinabove to Paragraphs 1 – 134, inclusive, and incorporates the same by reference as though  
13 fully set forth herein.

14 136. Answering Paragraph 136 of the Complaint, Padda Law denies each and every  
15 allegation contained therein.

16 137. Answering Paragraph 137 of the Complaint, Padda Law denies each and every  
17 allegation contained therein.

18 138. Answering Paragraph 138 of the Complaint, Padda Law denies each and every  
19 allegation contained therein.

20 139. Answering Paragraph 139 of the Complaint, Padda Law denies each and every  
21 allegation contained therein.

22 140. Answering Paragraph 140 of the Complaint, Padda Law denies each and every  
23 allegation contained therein.  
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142. Answering Paragraph 142 of the Complaint, Padda Law asserts that the allegations contained in Paragraph 142 call for a legal conclusion to which no response is required. To the extent that said Paragraph is determined to contain factual allegations, Padda Law denies each and every allegation contained therein.

143. Answering Paragraph 143 of the Complaint, Padma Law denies each and every allegation contained therein.

**(Unjust Enrichment, against Padda Law, and pleaded in the alternative against Padda)**

144. Answering Paragraph 144 of the Complaint, Padda Law repeats and realleges its answers hereinabove to Paragraphs 1 – 143, inclusive, and incorporates the same by reference as though fully set forth herein.

145. Answering Paragraph 145 of the Complaint, Padma Law denies each and every allegation contained therein.

146. Answering Paragraph 146 of the Complaint, Padma Law denies each and every allegation contained therein.

147. Answering Paragraph 147 of the Complaint, Padma Law denies each and every allegation contained therein.

148. Answering Paragraph 148 of the Complaint, Padma Law denies each and every allegation contained therein.

150. Answering Paragraph 150 of the Complaint, Padda Law asserts that the allegations contained in Paragraph 150 call for a legal conclusion to which no response is required. To the extent that said Paragraph is determined to contain factual allegations, Padda Law denies each and every allegation contained therein.

151. Answering Paragraph 151 of the Complaint, Padda Law denies each and every allegation contained therein.

**(Elder Abuse, under NRS 41.1395, against Padda)**

13            152.    Answering Paragraph 152 of the Complaint, Padda Law repeats and realleges its  
14    answers hereinabove to Paragraphs 1 – 151, inclusive, and incorporates the same by reference as though  
15    fully set forth herein.

16            153. Answering Paragraph 153 of the Complaint, Padda Law denies each and every  
17            allegation contained therein.

18           154.     Answering Paragraph 154 of the Complaint, Padda Law asserts that the allegations  
19 contained in Paragraph 154 call for a legal conclusion to which no response is required. To the extent  
20 that said Paragraph is determined to contain factual allegations, Padda Law asserts that the statute  
21 speaks for itself, and denies every attempt to interpret the statute contrary to its terms.

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1 speaks for itself, and denies every attempt to interpret the statute contrary to its terms. Padda Law  
2 admits that Cohen was over the age of 60 at all times relevant therein. As to the remaining allegations  
3 contained in Paragraph 155, Padda Law denies the same.

4 156. Answering Paragraph 156 of the Complaint, Padda Law asserts that the allegations  
5 contained in Paragraph 156 call for a legal conclusion to which no response is required. To the extent  
6 that said Paragraph is determined to contain factual allegations, Padda Law asserts that the statute  
7 speaks for itself, and denies every attempt to interpret the statute contrary to its terms.

8 157. Answering Paragraph 157 of the Complaint, Padda Law asserts that the allegations  
9 contained in Paragraph 157 call for a legal conclusion to which no response is required. To the extent  
10 that said Paragraph is determined to contain factual allegations, Padda Law asserts that the statute  
11 speaks for itself, and denies every attempt to interpret the statute contrary to its terms.

12 158. Answering Paragraph 158 of the Complaint, Padda Law asserts that the allegations  
13 contained in Paragraph 158 call for a legal conclusion to which no response is required. To the extent  
14 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
15 allegation contained therein.

16 159. Answering Paragraph 159 of the Complaint, Padda Law asserts that the allegations  
17 contained in Paragraph 159 call for a legal conclusion to which no response is required. To the extent  
18 that said Paragraph is determined to contain factual allegations, Padda Law asserts that the statute  
19 speaks for itself, and denies every attempt to interpret the statute contrary to its terms.

20 **TENTH CLAIM FOR RELIEF**

21 **(Declaratory Relief, against Padda and Padda Law)**

22 160. Answering Paragraph 160 of the Complaint, Padda Law repeats and realleges its  
23 answers hereinabove to Paragraphs 1 – 159, inclusive, and incorporates the same by reference as though  
24 fully set forth herein.

1           161.     Answering Paragraph 161 of the Complaint, Padda Law asserts that the allegations  
2 contained in Paragraph 161 call for a legal conclusion to which no response is required. To the extent  
3 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
4 allegation contained therein.

162. Answering Paragraph 162 of the Complaint, Padda Law denies each and every allegation contained therein.

163. Answering Paragraph 163 of the Complaint, Padda Law asserts that the allegations contained in Paragraph 163 call for a legal conclusion to which no response is required. To the extent that said Paragraph is determined to contain factual allegations, Padda Law denies each and every allegation contained therein.

1           164.     Answering Paragraph 164 of the Complaint, Padda Law asserts that the allegations  
2 contained in Paragraph 164 call for a legal conclusion to which no response is required. To the extent  
3 that said Paragraph is determined to contain factual allegations, Padda Law denies each and every  
4 allegation contained therein.

## AFFIRMATIVE DEFENSES

## FIRST AFFIRMATIVE DEFENSE

7 Defendant denies each and every allegation of the Complaint not specifically admitted or  
8 otherwise pled herein.

## SECOND AFFIRMATIVE DEFENSE

By contract, Plaintiff's claims are subject to arbitration, and may not be resolved in a court of law.

### THIRD AFFIRMATIVE DEFENSE

Plaintiff has failed to state a claim against Defendant upon which relief can be granted.

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**FOURTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred, in whole or in part, by her acts of bad faith.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred due to release.

**SIXTH AFFIRMATIVE DEFENSE**

Any obligation or duty, contractual or otherwise, that Plaintiff claims to be owed by Defendant, if any, has been fully performed, satisfied, discharged, and/or excused.

**SEVENTH AFFIRMATIVE DEFENSE**

Plaintiff lacks standing to maintain this action.

**EIGHTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by her unclean hands.

**NINTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred, in whole or in part, due to Plaintiff's acts of fraud.

**TENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by her negligent misrepresentation.

**ELEVENTH AFFIRMATIVE DEFENSE**

Plaintiff has failed to mitigate her damages, if any in fact exist or were incurred, the existence of which is expressly denied, thus barring or diminishing Plaintiff's recovery herein.

**TWELFTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred in whole or in part because Defendant did not breach any duties owed to Plaintiff, if any.

**THIRTEENTH AFFIRMATIVE DEFENSE**

Defendant has not retained any benefit which in equity and good conscience belongs to Plaintiff.

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**FOURTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by the doctrines of laches, waiver, and/or estoppel.

**FIFTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by the applicable statutes of limitation and/or statutes of repose.

**SIXTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred, in whole or in part, due to Plaintiff's negligence.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

Plaintiff has failed to do equity toward Defendant and/or come to this action with clean hands, and therefore, Plaintiff is not entitled to any relief from Defendant.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred, in whole or in part, by an accord and satisfaction.

**NINETEENTH AFFIRMATIVE DEFENSE**

To the extent that Defendant received any benefits from Plaintiff, Defendant has not been unjustly enriched.

**TWENTIETH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by her own contributory negligence.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

Plaintiff assumed the risk.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

At all times referred to in Plaintiff's Complaint, Defendant exercised due care and good faith toward Plaintiff.

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**TWENTY-THIRD AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred as a result of her own actions or inaction, and the damages sustained, if any, are the result of her own actions or inactions.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

Defendant hereby incorporates by reference those affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure as though fully set forth herein. Such defenses are herein incorporated by reference for the specific purpose of not waiving the same.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

Defendant hereby incorporates by reference the defenses enumerated in Rule 12(b) of the Nevada Rules of Civil Procedure as though fully set forth herein. Such defenses are herein incorporated by reference for the specific purpose of not waiving the same.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

Pursuant to NRCP 11, all possible defenses may not have been alleged herein, insofar as sufficient facts were not available after reasonable inquiry upon filing of the Answer; therefore, Defendants reserve the right to amend this Answer to assert any other affirmative defense or defenses which may now or later appear proper.

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1 WHEREFORE, Padda Law prays for judgment as follows:

- 2 1. That Cohen's Complaint be dismissed in its entirety and with prejudice;
- 3 2. That Cohen takes nothing by way of her Complaint;
- 4 3. That Padda Law be awarded its attorney's fees and costs of suit; and
- 5 4. For such other and further relief as the Court deems just, proper and/or equitable.

6 DATED this 10<sup>th</sup> day of May 2019.

REISMAN·SOROKAC

7  
8 /s/ Joshua H. Reisman, Esq.  
9 Joshua H. Reisman, Esq.  
10 Nevada Bar No. 7152  
11 8965 South Eastern Avenue, Suite 382  
12 Las Vegas, Nevada 89123

13 Attorneys for Paul Padda Law, PLLC  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5, I hereby certify that on the 10<sup>th</sup> day of May 2019, a true and correct copy of the foregoing **PAUL PADDA LAW, PLLC's ANSWER TO COMPLAINT**, was served to the following in the manners set forth below:

**Marquis Aurbach Coffing**

Liane K. Wakayama, Esq.  
Jared M. Moser, Esq.  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Telephone: (702) 382-0711  
[lwakayama@maclaw.com](mailto:lwakayama@maclaw.com)  
[jmoser@maclaw.com](mailto:jmoser@maclaw.com)

*Attorneys for Plaintiff Ruth L. Cohen*

**Holland & Hart LLP**

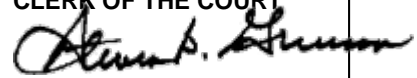
J. Stephen Peek, Esq.  
Ryan A. Semerad, Esq.  
9555 Hillwood Drive, 2<sup>nd</sup> Floor  
Las Vegas, Nevada 89134  
Telephone: (702) 669-4600  
[speek@hollandhart.com](mailto:speek@hollandhart.com)  
[rasemerad@hollandhart.com](mailto:rasemerad@hollandhart.com)

*Attorneys for Defendant Paul S. Padda*

- [ ☐ ] Hand Delivery  
[ ☐ ] Electronic Mail  
[ ☒ ] Via E-File and Serve  
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/s/ Cynthia Grinzivich  
An employee of Reisman Sorokac

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ANS  
J. Stephen Peek, Esq.  
Nevada Bar No. 1758  
Ryan A. Semerad, Esq.  
Nevada Bar No. 14615  
HOLLAND & HART LLP  
9555 Hillwood Drive, 2nd Floor  
Las Vegas, NV 89134  
Phone: 702.669.4600  
Fax: 702.669.4650  
speek@hollandhart.com  
rasemerad@hollandhart.com

*Attorneys for Defendants PAUL S. PADDA*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

RUTH L. COHEN, an Individual,  
  
Plaintiff,

Case No. A-19-792599-B  
Dept. No. II

**PAUL S. PADDA'S ANSWER TO  
COMPLAINT**

v.

PAUL S. PADDA, an individual; PAUL  
PADDA LAW, PLLC, a Nevada professional  
limited liability company; DOE individuals I-  
X; and ROE entities I-X,,  
  
Defendants.

Defendant Paul S. Padda ("Mr. Padda" or "Defendant"), by and through his counsel of record the law firm Holland & Hart LLP, hereby answers Plaintiff Ruth L. Cohen's ("Cohen" or "Plaintiff") complaint (the "Complaint") on file herein as follows.

1. Defendant denies all allegations in the Complaint not expressly admitted, denied, or otherwise responded to herein.

**PARTIES**

2. In response to paragraph 1 of the Complaint, Defendant admits the allegations contained therein.

3. In response to paragraph 2 of the Complaint, Defendant denies the allegations contained therein.

1           4.     In response to paragraph 3 of the Complaint, Defendant admits the allegations  
2 contained therein.

3           5.     In response to paragraph 4 of the Complaint, Defendant is without knowledge or  
4 information sufficient to form a belief as to the truth or veracity of the allegations contained therein  
5 and therefore denies the same.

6                                   **JURISDICTION AND VENUE**

7           6.     In response to paragraph 5 of the Complaint, Defendant denies the allegations  
8 contained therein.

9           7.     In response to paragraph 6 of the Complaint, Defendant denies the allegations  
10 contained therein.

11                                   **GENERAL ALLEGATIONS**

12                                   **Ms. Cohen's Career and Relationship With Padda**

13           8.     In response to paragraph 7 of the Complaint, Defendant admits the allegations  
14 contained therein.

15           9.     In response to paragraph 8 of the Complaint, Defendant is without knowledge or  
16 information sufficient to form a belief as to the truth or veracity of the allegations contained therein  
17 and therefore denies the same.

18           10.    In response to paragraph 9 of the Complaint, Defendant admits that he met Plaintiff  
19 while he was employed as an Assistant United States Attorney. Defendant is without knowledge  
20 or information sufficient to form a belief as to the truth or veracity of the remaining allegations  
21 contained therein and therefore denies the same.

22           11.    In response to paragraph 10 of the Complaint, Defendant admits that he was  
23 interviewed at the United States Attorney's Office while Plaintiff was employed there. Defendant  
24 denies the remaining allegations in this paragraph in their entirety.

25           12.    In response to paragraph 11 of the Complaint, Defendant admits the allegations  
26 contained therein.

27           13.    In response to paragraph 12 of the Complaint, Defendant admits the allegations  
28 contained therein.



24. In response to paragraph 23 of the Complaint, Defendant states the agreements referenced therein speak for themselves and Defendant denies Plaintiff's interpretation of the same to the extent it is inconsistent with the express language.

**Ms. Cohen's Decision to Wind Down Her Career and the  
Ultimate Dissolution of C&P**

25. In response to paragraph 24 of the Complaint, Defendant is without knowledge or information sufficient to form a belief as to the truth or veracity of the allegations contained therein and therefore denies the same.

26. In response to paragraph 25 of the Complaint, Defendant is without knowledge or information sufficient to form a belief as to the truth or veracity of the allegations contained therein and therefore denies the same.

27. In response to paragraph 26 of the Complaint, Defendant admits that he and Plaintiff discussed dissolution of their respective company's partnership. As to the remaining allegations, Defendant states the agreement referenced therein speaks for itself and Defendant denies Plaintiff's interpretation of the same to the extent it is inconsistent with the express language.

28. In response to paragraph 27 of the Complaint, Defendant states the agreement referenced therein speaks for itself and Defendant denies Plaintiff's interpretation of the same to the extent it is inconsistent with the express language.

29. In response to paragraph 28 of the Complaint, Defendant states the agreement referenced therein speaks for itself and Defendant denies Plaintiff's interpretation of the same to the extent it is inconsistent with the express language.

30. In response to paragraph 29 of the Complaint, Defendant states the agreement referenced therein speaks for itself and Defendant denies Plaintiff's interpretation of the same to the extent it is inconsistent with the express language.

31. In response to paragraph 30 of the Complaint, Defendant admits the allegations contained therein .

1           32.     In response to paragraph 31 of the Complaint, Defendant denies the allegations  
2 contained therein.

3           33.     In response to paragraph 32 of the Complaint, Defendant denies the allegations  
4 contained therein.

5           34.     In response to paragraph 33 of the Complaint, Defendant denies the allegations  
6 contained therein.

7                           **PADDA PROFITS FROM HIS DECEPTION OF MS. COHEN**  
8                           **REGARDING GARLAND**

9           35.     In response to paragraph 34 of the Complaint, Defendant denies the allegations  
10 contained therein.

11          36.     In response to paragraph 35 of the Complaint, Defendant admits the allegations  
12 contained therein.

13          37.     In response to paragraph 36 of the Complaint, Defendant denies the allegations  
14 contained therein.

15          38.     In response to paragraph 37 of the Complaint, Defendant denies the allegations  
16 contained therein.

17          39.     In response to paragraph 38 of the Complaint, Defendant denies the allegations  
18 contained therein.

19          40.     In response to paragraph 39 of the Complaint, Defendant denies the allegations  
20 contained therein.

21          41.     In response to paragraph 40 of the Complaint, Defendant denies the allegations  
22 contained therein.

23          42.     In response to paragraph 41 of the Complaint, Defendant denies the allegations  
24 contained therein.

25                           **PADDA PROFITS FROM HIS DECEPTION OF MS. COHEN**  
26                           **REGARDING MORADI**

27          43.     In response to paragraph 42 of the Complaint, Defendant admits the allegations  
28 contained therein.

1           44. In response to paragraph 43 of the Complaint, Defendant denies the allegation that  
2 Mr. Moradi has “permanent brain damage” for lack of information and belief. Defendant admits  
3 the remaining allegations in paragraph 43 of the Complaint.

4           45. In response to paragraph 44 of the Complaint, Defendant denies the allegation that  
5 Mr. Moradi was referred to Cohen & Padda, LLP. Mr. Moradi was specifically referred to  
6 Defendant. Defendant admits the remaining allegations in paragraph 44 of the Complaint.

7           46. In response to paragraph 45 of the Complaint, Defendant denies the allegations  
8 contained therein.

9           47. In response to paragraph 46 of the Complaint, Defendant denies the allegations  
10 contained therein.

11           48. In response to paragraph 47 of the Complaint, Defendant is without knowledge or  
12 information sufficient to form a belief as to the truth or veracity of the allegations contained therein  
13 and therefore denies the same.

14           49. In response to paragraph 48 of the Complaint, Defendant admits the allegations  
15 contained therein to the extent they are supported by the referenced responses to interrogatories,  
16 which are the best evidence of their contents. Those answers speak for themselves. Defendant  
17 denies the remaining allegations in this paragraph in their entirety for lack of knowledge and belief.

18           50. In response to paragraph 49 of the Complaint, Defendant admits the allegations  
19 contained therein to the extent they are supported by the referenced responses to interrogatories,  
20 which are the best evidence of their contents. Those answers speak for themselves. Defendant  
21 denies the remaining allegations in this paragraph in their entirety for lack of knowledge and belief.

22           51. In response to paragraph 50 of the Complaint, Defendant denies the allegations  
23 contained therein.

24           52. In response to paragraph 51 of the Complaint, Defendant responds that Dr. Smith’s  
25 report speaks for itself.

26           53. In response to paragraph 52 of the Complaint, Defendant admits that, on December  
27 10, 2015, he served an offer of judgment for \$1,500,000.00 upon the defendants in the Moradi  
28 case. Defendant denies the remaining allegations in this paragraph in their entirety.

1           54. In response to paragraph 53 of the Complaint, Defendant denies the allegations  
2 contained therein.

3           55. In response to paragraph 54 of the Complaint, Defendant denies the allegations  
4 contained therein.

5           56. In response to paragraph 55 of the Complaint, Defendant admits that Plaintiff  
6 represented Defendant in a legal dispute with the United States Attorney's Office in 2017 and that  
7 the representation commenced much earlier. On September 12, 2016, Cohen was both a signatory  
8 to the buyout agreement and Padda's attorney. Defendant denies the remaining allegations in this  
9 paragraph in their entirety.

10          57. In response to paragraph 56 of the Complaint, Defendant admits that the jury  
11 awarded Mr. Moradi about \$160,000,000.00 on April 26, 2017, and the matter settled shortly  
12 thereafter. Defendant denies the remaining allegations in this paragraph in their entirety.

13          58. In response to paragraph 57 of the Complaint, Defendant denies the allegations  
14 contained therein. Defendant specifically denies the allegation of fraudulent concealment.

15          59. In response to paragraph 58 of the Complaint, Defendant denies the allegations  
16 contained therein.

17                   **PADDA STANDS TO PROFIT FROM HIS DECEPTION REGARDING**  
18                   **THE COCHRANS**

19          60. In response to paragraph 59 of the Complaint, Defendant admits the allegations  
20 contained therein.

21          61. In response to paragraph 60 of the Complaint, Defendant admits that the Cochran  
22 retained Cohen & Padda, LLP before December 31, 2014. Defendant denies the remaining  
23 allegations in this paragraph in their entirety.

24          62. In response to paragraph 61 of the Complaint, Defendant admits that Robert T.  
25 Eglet, Esq., has associated as counsel on the Cochran case. Defendant denies the remaining  
26 allegations in this paragraph in their entirety.

63. In response to paragraph 62 of the Complaint, Defendant admits the allegations contained therein to the extent supported by the Court record, which is the best evidence of its contents. Defendant denies the remaining allegations in this paragraph in their entirety.

64. In response to paragraph 63 of the Complaint, Defendant is without knowledge or information sufficient to form a belief as to the truth or veracity of the allegations contained therein and therefore denies the same.

65. In response to paragraph 64 of the Complaint, Defendant denies the allegations contained therein.

**PADDA CONS MS. COHEN INTO SIGNING A FRAUDULENT CONTRACT**

66. In response to paragraph 65 of the Complaint, Defendant denies the allegations contained therein.

67. In response to paragraph 66 of the Complaint, Defendant denies the allegations contained therein.

68. In response to paragraph 67 of the Complaint, Defendant denies the allegations contained therein.

69. In response to paragraph 68 of the Complaint, Defendant admits that Plaintiff and Defendant executed a Business Expectancy Interest Resolution Agreement (“Resolution Agreement”) on September 12, 2016. Defendant admits that the jury awarded Mr. Moradi about \$160,000,000.00 on April 26, 2017. Defendant denies the remaining allegations in this paragraph in their entirety.

70. In response to paragraph 69 of the Complaint, Defendant denies the allegations contained therein.

71. In response to paragraph 70 of the Complaint, Defendant states paragraph 70 contains a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations in their entirety.

72. In response to paragraph 71 of the Complaint, Defendant denies the allegations contained therein.

1           73. In response to paragraph 72 of the Complaint, Defendant admits that Padda Law  
2 issued Plaintiff a check in the amount of \$50,000.00 that stated “discretionary bonus” in the memo  
3 line on July 20, 2017. Defendant denies the remaining allegations in this paragraph in their  
4 entirety.

5           74. In response to paragraph 73 of the Complaint, Defendant denies the allegations  
6 contained therein.

7           75. In response to paragraph 74 of the Complaint, Defendant denies the allegations  
8 contained therein.

9           76. In response to paragraph 75 of the Complaint, Defendant admits that Plaintiff  
10 revealed to him that she had significant tax liabilities due to her underpayment of taxes for several  
11 years. Defendant denies the remaining allegations in this paragraph in their entirety.

12           77. In response to paragraph 76 of the Complaint, Defendant is without knowledge or  
13 information sufficient to form a belief as to the truth or veracity of the allegations contained therein  
14 and therefore denies the same.

15           78. In response to paragraph 77 of the Complaint, Defendant is without knowledge or  
16 information sufficient to form a belief as to the truth or veracity of the allegations contained therein  
17 and therefore denies the same.

18           79. In response to paragraph 78 of the Complaint, Defendant is without knowledge or  
19 information sufficient to form a belief as to the truth or veracity of the allegations contained therein  
20 and therefore denies the same.

21           80. In response to paragraph 79 of the Complaint, Defendant denies the allegations  
22 contained therein.

23           81. In response to paragraph 80 of the Complaint, Defendant denies the allegations  
24 contained therein.

25           82. In response to paragraph 81 of the Complaint, Defendant denies the allegations  
26 contained therein.

27 ///

28 ///

**FIRST CLAIM FOR RELIEF**

**(Breach of Contract – Partnership Dissolution Agreement, Against Padda)**

83. In response to paragraph 82 of the Complaint, Defendant repeats and incorporates by reference his responses to the preceding paragraphs as if fully set forth herein.

84. In response to paragraph 83 of the Complaint, Defendant states paragraph 83 contains a legal conclusion to which no response is required. To the extent a response is required, Defendant states the agreement referenced therein speaks for itself and Defendant denies Plaintiff's interpretation of the same to the extent it is inconsistent with the express language.

85. In response to paragraph 84 of the Complaint, Defendant denies the allegations contained therein.

86. In response to paragraph 85 of the Complaint, Defendant denies the allegations contained therein.

87. In response to paragraph 86 of the Complaint, Defendant states paragraph 86 contains a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations contained therein.

88. In response to paragraph 87 of the Complaint, Defendant denies the allegations contained therein.

89. In response to paragraph 88 of the Complaint, Defendant denies the allegations contained therein.

90. In response to paragraph 89 of the Complaint, Defendant denies the allegations contained therein.

91. In response to paragraph 90 of the Complaint, Defendant denies the allegations contained therein.

**SECOND CLAIM FOR RELIEF**

**(Breach of Implied Covenant of Good Faith and Fair Dealing –  
Contract, Against Padda)**

92. In response to paragraph 91 of the Complaint, Defendant repeats and incorporates by reference his responses to the preceding paragraphs as if fully set forth herein.



1 Defendant states the agreement referenced therein speaks for itself and Defendant denies  
2 Plaintiff's interpretation of the same to the extent it is inconsistent with the express language.

3 102. In response to paragraph 101 of the Complaint, Defendant states paragraph 101  
4 contains a legal conclusion to which no response is required.

5 103. In response to paragraph 102 of the Complaint, Defendant states paragraph 102  
6 contains a legal conclusion to which no response is required. To the extent a response is required,  
7 Defendant states the agreement referenced therein speaks for itself and Defendant denies  
8 Plaintiff's interpretation of the same to the extent it is inconsistent with the express language.

9 104. In response to paragraph 103 of the Complaint, Defendant states paragraph 103  
10 contains a legal conclusion to which no response is required. To the extent a response is required,  
11 Defendant denies the allegations contained therein.

12 105. In response to paragraph 104 of the Complaint, Defendant states paragraph 104  
13 contains a legal conclusion to which no response is required. To the extent a response is required,  
14 Defendant denies the allegations contained therein.

15 106. In response to paragraph 105 of the Complaint, Defendant states paragraph 105  
16 contains a legal conclusion to which no response is required. To the extent a response is required,  
17 Defendant denies the allegations contained therein.

18 107. In response to paragraph 106 of the Complaint, Defendant denies the allegations  
19 contained therein.

20 108. In response to paragraph 107 of the Complaint, Defendant states paragraph 107  
21 contains a legal conclusion to which no response is required. To the extent a response is required,  
22 Defendant denies the allegations contained therein.

23 109. In response to paragraph 108 of the Complaint, Defendant denies the allegations  
24 contained therein.

25 **FOURTH CLAIM FOR RELIEF**

26 **(Breach of Fiduciary Duty, against Padda)**

27 110. In response to paragraph 109 of the Complaint, Defendant repeats and incorporates  
28 by reference his responses to the preceding paragraphs as if fully set forth herein.

111. In response to paragraph 110 of the Complaint, Defendant states paragraph 110 contains a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations contained therein.

112. In response to paragraph 111 of the Complaint, Defendant states paragraph 111 contains a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations contained therein.

113. In response to paragraph 112 of the Complaint, Defendant denies the allegations contained therein.

114. In response to paragraph 113 of the Complaint, Defendant states paragraph 113 contains a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations contained therein.

115. In response to paragraph 114 of the Complaint, Defendant states paragraph 114 contains a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations contained therein.

116. In response to paragraph 115 of the Complaint, Defendant denies the allegations contained therein.

#### **FIFTH CLAIM FOR RELIEF**

##### **(Fraud in the Inducement – the Final Agreement, against Padma and Padma Law)**

117. In response to paragraph 116 of the Complaint, Defendant repeats and incorporates by reference his responses to the preceding paragraphs as if fully set forth herein.

118. In response to paragraph 117 of the Complaint, Defendant denies the allegations contained therein.

119. In response to paragraph 118 of the Complaint, Defendant denies the allegations contained therein.

120. In response to paragraph 119 of the Complaint, Defendant denies the allegations contained therein.

121. In response to paragraph 120 of the Complaint, Defendant denies the allegations contained therein.

122. In response to paragraph 121 of the Complaint, Defendant denies the allegations contained therein.

123. In response to paragraph 122 of the Complaint, Defendant states paragraph 122 contains a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations contained therein.

124. In response to paragraph 123 of the Complaint, Defendant states paragraph 123 contains a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations contained therein.

125. In response to paragraph 124 of the Complaint, Defendant denies the allegations contained therein.

#### **SIXTH CLAIM FOR RELIEF**

##### **(Fraudulent Concealment, against Padma and Padma Law)**

126. In response to paragraph 125 of the Complaint, Defendant repeats and incorporates by reference his responses to the preceding paragraphs as if fully set forth herein.

127. In response to paragraph 126 of the Complaint, Defendant states paragraph 123 contains a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations contained therein.

128. In response to paragraph 127 of the Complaint, Defendant denies the allegations contained therein.

129. In response to paragraph 128 of the Complaint, Defendant denies the allegations contained therein.

130. In response to paragraph 129 of the Complaint, Defendant denies the allegations contained therein.

131. In response to paragraph 130 of the Complaint, Defendant denies the allegations contained therein.

132. In response to paragraph 131 of the Complaint, Defendant denies the allegations contained therein.



**(Unjust Enrichment, against Padda Law, and pleaded in the  
alternative against Padda)**

145. In response to paragraph 144 of the Complaint, Defendant repeats and incorporates by reference his responses to the preceding paragraphs as if fully set forth herein.

146. In response to paragraph 145 of the Complaint, Defendant denies the allegations contained therein.

147. In response to paragraph 146 of the Complaint, Defendant denies the allegations contained therein.

148. In response to paragraph 147 of the Complaint, Defendant denies the allegations contained therein.

149. In response to paragraph 148 of the Complaint, Defendant denies the allegations contained therein.

150. In response to paragraph 149 of the Complaint, Defendant states paragraph 149 contains a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations contained therein.

151. In response to paragraph 150 of the Complaint, Defendant states paragraph 150 contains a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations contained therein.

152. In response to paragraph 151 of the Complaint, Defendant denies the allegations contained therein.

**(Elder Abuse, under NRS 41.1395, against Padda)**

153. In response to paragraph 152 of the Complaint, Defendant repeats and incorporates by reference his responses to the preceding paragraphs as if fully set forth herein.

1           154. In response to paragraph 153 of the Complaint, Defendant denies the allegations  
2 contained therein.

3           155. In response to paragraph 154 of the Complaint, Defendant states paragraph 154  
4 contains a legal conclusion to which no response is required. To the extent a response is required,  
5 Defendant states the statute speaks for itself and Defendant denies Plaintiff's interpretation of the  
6 same to the extent it is inconsistent with the express language. Defendant denies the remaining  
7 allegations in this paragraph in their entirety.

8           156. In response to paragraph 155 of the Complaint, Defendant states paragraph 155  
9 contains a legal conclusion to which no response is required. To the extent a response is required,  
10 Defendant states the statute speaks for itself and Defendant denies Plaintiff's interpretation of the  
11 same to the extent it is inconsistent with the express language. Defendant admits that Ms. Cohen  
12 was over the age of 60 years of age at all times relevant therein. Defendant denies the remaining  
13 allegations in this paragraph in their entirety.

14           157. In response to paragraph 156 of the Complaint, Defendant states paragraph 156  
15 contains a legal conclusion to which no response is required. To the extent a response is required,  
16 Defendant states the statute speaks for itself and Defendant denies Plaintiff's interpretation of the  
17 same to the extent it is inconsistent with the express language. Defendant denies the remaining  
18 allegations in this paragraph in their entirety.

19           158. In response to paragraph 157 of the Complaint, Defendant states paragraph 157  
20 contains a legal conclusion to which no response is required. To the extent a response is required,  
21 Defendant states the statute speaks for itself and Defendant denies Plaintiff's interpretation of the  
22 same to the extent it is inconsistent with the express language. Defendant denies the remaining  
23 allegations in this paragraph in their entirety.

24           159. In response to paragraph 158 of the Complaint, Defendant states paragraph 158  
25 contains a legal conclusion to which no response is required. To the extent a response is required,  
26 Defendant denies the allegations contained therein.

27           160. In response to paragraph 159 of the Complaint, Defendant states paragraph 159  
28 contains a legal conclusion to which no response is required. To the extent a response is required,

1 Defendant states the statute speaks for itself and Defendant denies Plaintiff's interpretation of the  
2 same to the extent it is inconsistent with the express language. Defendant denies the remaining  
3 allegations in this paragraph in their entirety.

4 **TENTH CLAIM FOR RELIEF**

5 **(Declaratory Relief, against Padda and Padda Law)**

6 161. In response to paragraph 160 of the Complaint, Defendant repeats and incorporates  
7 by reference his responses to the preceding paragraphs as if fully set forth herein.

8 162. In response to paragraph 161 of the Complaint, Defendant states paragraph 161  
9 contains a legal conclusion to which no response is required.

10 163. In response to paragraph 162 of the Complaint, Defendant denies the allegations  
11 contained therein.

12 164. In response to paragraph 163 of the Complaint, Defendant states paragraph 163  
13 contains a legal conclusion to which no response is required.

14 165. In response to paragraph 164 of the Complaint, Defendant states paragraph 164  
15 contains a legal conclusion to which no response is required.

16 **AFFIRMATIVE DEFENSES**

17 1. No actual justiciable controversy exists between Plaintiff and Defendants and/or  
18 Padda Law.

19 2. Plaintiff has failed to state a claim upon which relief can be granted.

20 3. Plaintiff's claims are subject to mandatory arbitration.

21 4. Any obligation or duty, contractual or otherwise, that Plaintiff claims to be owed  
22 by Defendant, if any, has been fully performed, satisfied, discharged, and/or excused.

23 5. Plaintiff's claims are barred, in whole or in part, by an accord and satisfaction.

24 6. If Defendant failed to perform any contractual obligation owed to Plaintiff, which  
25 Defendant expressly denies, there existed a valid excuse for such nonperformance.

26 7. Insofar as any alleged breach of contract is concerned, Plaintiff failed to give  
27 Defendant timely notice thereof.  
28

1           8.       Plaintiff's claims are barred in whole or in part because Defendant did not breach  
2 any duties owed to Plaintiff, if any.

3           9.       Defendant has not retained any benefit which in equity and good conscience  
4 belongs to Plaintiff.

5           10.      To the extent that Defendant received any benefits from Plaintiff, Defendant has  
6 not been unjustly enriched.

7           11.      By the doctrine of estoppel (including promissory estoppel), Defendant alleges that  
8 Plaintiff is estopped from pursuing any claim against Defendant.

9           12.      By the doctrine of waiver, Plaintiff has waived any claims he may have had against  
10 Defendant.

11           13.      By the doctrine of laches, Plaintiff's claims must be denied.

12           14.      Plaintiff's claims are barred by her own contributory negligence.

13           15.      Plaintiff assumed the risk.

14           16.      Plaintiff, during all time periods relevant to her claims, was a sophisticated party  
15 and a licensed attorney.

16           17.      All of Plaintiff's claims are subject to arbitration.

17           18.      Plaintiff has failed to mitigate any damages and/or losses claimed to have been  
18 suffered by Plaintiff.

19           19.      At all times referred to in Plaintiff's Complaint, Defendant exercised due care and  
20 good faith toward Plaintiff.

21           20.      The doctrine of unclean hands prevents any recovery by Plaintiff herein.

22           21.      Without admitting that Plaintiff is entitled to recover any damages whatsoever,  
23 Defendant is entitled to a set off for damages suffered by Defendant as a result of Plaintiff's  
24 conduct.

25           22.      Plaintiff's claims are barred because Defendant's conduct is and was justified.

26           23.      Answering Defendant at all times herein acted reasonably and in good faith in  
27 discharging their obligations and duties, if any.

28           24.      Plaintiff has suffered no damages.

25. Plaintiff's claims are barred as a result of her own actions or inaction, and the damages sustained, if any, are the result of her own actions or inaction.

26. Plaintiff's recovery against Defendant must be reduced to the extent that Plaintiff's damages, if any, were caused by Plaintiff's failure to properly mitigate his damages and by freely, voluntarily and gratuitously incurring expenses, which he had no legal obligation to incur.

27. There is no basis for recovery of costs or attorneys' fees by Plaintiff from Defendant.

28. Defendant has been required to retain the services of Holland & Hart LLP to defend against these claims and is entitled to an award of its reasonable attorneys' fees and costs.

29. Some of the foregoing affirmative defenses have been pleaded for purposes of non-waiver. Defendant reserves the right to add additional affirmative defenses as the bases for the same are revealed during discovery.

WHEREFORE, having fully answered Plaintiff's Complaint, Defendant prays for relief as follows:

1. That Plaintiff's Complaint be dismissed with prejudice, and that she take nothing thereby;
2. That Plaintiff's claims be forever barred; and
3. That Defendant be granted his attorneys' fees and costs as permitted by law.
4. That Plaintiff's Prayer For Relief be denied with prejudice.

DATED this 10th day of May, 2019

HOLLAND & HART LLP

/s/ J. Stephen Peek

J. Stephen Peek, Esq.  
Ryan A. Semerad, Esq.  
9555 Hillwood Dr., 2nd Floor  
Las Vegas, NV 89134

*Attorneys for Defendants PAUL S. PADDA*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 10th day of May, 2019, a true and correct copy of the foregoing **PAUL S. PADDA'S ANSWER TO COMPLAINT** was served by the following method(s):

☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

Marquis Aurbach Coffin  
Liane K. Wakayama, Esq.  
Jared M. Moser, Esq.  
10001 Park Run Drive  
Las Vegas, NV 89145  
[lwakayama@maclaw.com](mailto:lwakayama@maclaw.com)  
[jmoser@maclaw.com](mailto:jmoser@maclaw.com)

Reisman Sorokac  
Joshua H. Reisman, Esq.  
8965 South Eastern Avenue, Suite 382  
Las Vegas, NV 89123  
[jreisman@rsnvlaw.com](mailto:jreisman@rsnvlaw.com)

*Attorneys for Paul Padda Law, PLLC*

*Attorneys for Plaintiff Ruth L. Cohen*

/s/ Valerie Larsen  
An Employee of Holland & Hart LLP

4

MARQUIS AURBACH COFFING

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

**Marquis Aurbach Coffing**

Liane K. Wakayama, Esq.  
Nevada Bar No. 11313  
Jared M. Moser, Esq.  
Nevada Bar No. 13003  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Telephone: (702) 382-0711  
Facsimile: (702) 382-5816  
lwakayama@maclaw.com  
jmoser@maclaw.com

**Campbell & Williams**

Donald J. Campbell, Esq.  
Nevada Bar No. 1216  
Samuel R. Mirkovich, Esq.  
Nevada Bar No. 11662  
700 South Seventh Street  
Las Vegas, Nevada 89101  
Telephone: (702) 382-5222  
Facsimile: (702) 382-0540  
djc@cwlawlv.com  
srm@cwlawlv.com

*Attorneys for Plaintiff Ruth L. Cohen*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

RUTH L. COHEN, an individual,

Plaintiff,

vs.

PAUL S. PADDA, an individual; PAUL  
PADDA LAW, PLLC, a Nevada professional  
limited liability company; DOE individuals I-X;  
and, ROE entities I-X,

Defendants.

Case No.: A-19-792599-B

Dept. No.: XI

**PLAINTIFF'S RESPONSE TO DEFENDANTS' REQUEST FOR ADMISSIONS**  
**(FIRST SET)**

In accordance with NRCP 36, Plaintiff Ruth Cohen ("Plaintiff" or "Ms. Cohen"), by and through her attorneys, Marquis Aurbach Coffing and Campbell & Williams, hereby responds to Defendants' Request for Admissions (First Set). Discovery is ongoing, and therefore, Ms. Cohen is responding based on its current information and knowledge. Accordingly, Ms. Cohen

1 reserves the right to amend or supplement its answers and responses in accordance with the  
2 NRCP.

### 3 GENERAL DEFINITIONS AND OBJECTIONS

4 Ms. Cohen incorporates each of the following General Objections into its responses to  
5 each and every Request, regardless of whether the General Objection is also stated specifically in  
6 Ms. Cohen's responses.

7 1. Ms. Cohen objects to each Request, including the instructions and definitions  
8 contained therein, to the extent that it attempts or purports to impose requirements or obligations  
9 on Ms. Cohen beyond those imposed by the NRCP, to the extent that any Request seeks  
10 discovery that is not proportional to the needs of the case, considering the importance of the  
11 issues at stake in the action, the amount in controversy, the parties' relative access to relevant  
12 information, the parties' resources, the importance of the discovery in resolving the issues, or to  
13 the extent that the burden or expense of the proposed discovery outweighs its likely benefit  
14 ("calls for information that is not proportional to the needs of the case").

15 2. Ms. Cohen objects to each Request, including the instructions and definitions  
16 contained therein, to the extent that any Request is vague, ambiguous, and fails to describe the  
17 information sought with reasonable particularity as to meaning, scope, or application ("vague  
18 and ambiguous").

19 3. Ms. Cohen objects to each Request, including the instructions and definitions  
20 contained therein, to the extent that any Request calls for information or documents which are  
21 unreasonable in scope and not justified by the issues presented in this action ("overly broad").

22 4. Ms. Cohen objects to each Request, including the instructions and definitions  
23 contained therein, to the extent that any Request calls for information that is cumulative or  
24 duplicative of other interrogatories ("duplicative").

25 5. Ms. Cohen objects to each Request, including the instructions and definitions  
26 contained therein, to the extent that any Request is so broad and uncertain that it creates an  
27 unreasonable and undue burden upon Ms. Cohen and that the burden or extent of the Request  
28 outweighs its likely benefit taking into account the needs of the case and the importance of the

1 request in resolving the issues in the litigation, and/or the information sought is more readily  
2 obtainable through other, more convenient, less burdensome, and less expensive sources or  
3 discovery procedures (“unduly burdensome”).

4 6. Ms. Cohen objects to each Request, including the instructions and definitions  
5 contained therein, to the extent that any Request requires disclosure of information protected by  
6 the attorney-client privilege, attorney work-product doctrine, trial preparation materials,  
7 materials that may be used solely for impeachment, or other materials protected under the NRCP.  
8 Among the Requests to which this objection applies are those that request admissions which may  
9 reveal counsel’s mental impressions, legal reasoning, legal theories, and other confidential  
10 attorney work product. Ms. Cohen reserves the right to withhold any such privileged  
11 information (“calls for privileged information”).

12 7. Ms. Cohen objects to each Request, including the instructions and definitions  
13 contained therein, to the extent that any Request seeks information and requires the disclosure of  
14 information that is confidential and proprietary and may otherwise be subject to confidentiality  
15 obligations with a non-party restricting the disclosure of such information (“calls for confidential  
16 information”).

17 8. Ms. Cohen objects to each Request, including the instructions and definitions  
18 contained therein, to the extent that any Request calls for information not actually, or not  
19 reasonably or logically expected to be, in Ms. Cohen’s possession, custody, or control (“calls for  
20 information not within Ms. Cohen’s possession, custody, or control”).

21 9. Ms. Cohen objects to each Request to the extent the total quantity propounded by  
22 each party exceeds the number permitted by NRCP 36.

### 23 **RESPONSES TO REQUESTS FOR ADMISSION**

#### 24 **REQUEST NO. 1:**

25 Admit that You were suspended from the practice of law in or about April 2017.

#### 26 **RESPONSE TO REQUEST NO. 1:**

27 Deny.

**REQUEST NO. 2:**

Admit that You did not execute the fee agreement signed by Mr. David Moradi.

**RESPONSE TO REQUEST NO. 2:**

Objection. The term "fee agreement" is not defined and is not identified by date. On that basis, Ms. Cohen's response to Request No. 2 is that she admits she did not sign the retainer agreement dated April 10, 2012, and as to the remainder of Request No. 2, Ms. Cohen's response is: Deny.

**REQUEST NO. 3:**

Admit that You did not execute the fee agreement signed by Mr. Mark Garland.

**RESPONSE TO REQUEST NO. 3:**

Objection. The term "fee agreement" is not defined and is not identified by date. On that basis, Ms. Cohen's response to Request No. 3 is that she admits she did not sign the retainer agreement dated July 23, 2013, and as to the remainder of Request No. 3, Ms. Cohen's response is: Deny.

**REQUEST NO. 4:**

Admit that You did not execute the fee agreement signed by Mr. Steven Cochran.

**RESPONSE TO REQUEST NO. 4:**

Objection. The term "fee agreement" is not defined and is not identified by date. On that basis, Ms. Cohen's response to Request No. 4 is that she admits she did not sign the retainer agreement dated July 16, 2012, and as to the remainder of Request No. 4, Ms. Cohen's response is: Deny.

**REQUEST NO. 5:**

Admit that You did not execute the fee agreement signed by Mrs. Melissa Cochran.

**RESPONSE TO REQUEST NO. 5:**

Objection. The term "fee agreement" is not defined and is not identified by date. On that basis, Ms. Cohen's response to Request No. 5 is that she admits she did not sign the retainer agreement dated July 20, 2012, and as to the remainder of Request No. 5, Ms. Cohen's response is: Deny.

**REQUEST NO. 6:**

Admit that You were being truthful when, in executing the September 12, 2016, “Business Interest Expectancy Resolution Agreement” referenced in Paragraph 65 of Your Complaint, You expressly acknowledged in writing in the “Business Interest Expectancy Resolution Agreement” that the value of Your expectancy interests which You were forfeiting “could exceed \$50,000.00.”

**RESPONSE TO REQUEST NO. 6:**

Objection. The term “truthful” is vague and ambiguous and not drafted in the proper context since Ms. Cohen was fraudulently induced by Mr. Padda to execute the “Business Interest Expectancy Resolution Agreement.” On that basis, Ms. Cohen’s response to Request No. 6 is: Deny.

**REQUEST NO. 7:**

Admit that You were being honest when, in executing the September 12, 2016, “Business Interest Expectancy Resolution Agreement” referenced in Paragraph 65 of Your Complaint, You expressly acknowledged in writing in the “Business Interest Expectancy Resolution Agreement” that the value of Your expectancy interests which You were forfeiting “could exceed \$50,000.00.”

**RESPONSE TO REQUEST NO. 7:**

Objection. The term “honest” is vague and ambiguous and not drafted in the proper context since Ms. Cohen was fraudulently induced by Mr. Padda to execute the “Business Interest Expectancy Resolution Agreement.” On that basis, Ms. Cohen’s response to Request No. 7 is: Deny.

**REQUEST NO. 8:**

Admit that You were being truthful when, in executing the September 12, 2016, “Business Interest Expectancy Resolution Agreement” referenced in Paragraph 65 of Your Complaint, You expressly acknowledged in writing in the “Business Interest Expectancy Resolution Agreement” that the value of Your expectancy interests which You were forfeiting “carry significant risk.”

**1 RESPONSE TO REQUEST NO. 8:**

2 Objection. The term “truthful” is vague and ambiguous and not drafted in the proper  
3 context since Ms. Cohen was fraudulently induced by Mr. Padda to execute the “Business  
4 Interest Expectancy Resolution Agreement.” On that basis, Ms. Cohen’s response to Request  
5 No. 8 is: Deny.

**6 REQUEST NO. 9:**

7 Admit that You were being honest when, in executing the September 12, 2016, “Business  
8 Interest Expectancy Resolution Agreement” referenced in Paragraph 65 of Your Complaint, You  
9 expressly acknowledged in writing in the “Business Interest Expectancy Resolution Agreement”  
10 that the value of Your expectancy interests which You were forfeiting “carry significant risk.”

**11 RESPONSE TO REQUEST NO. 9:**

12 Objection. The term “honest” is vague and ambiguous and not drafted in the proper  
13 context since Ms. Cohen was fraudulently induced by Mr. Padda to execute the “Business  
14 Interest Expectancy Resolution Agreement.” On that basis, Ms. Cohen’s response to Request  
15 No. 9 is: Deny.

**16 REQUEST NO. 10:**

17 Admit that at the time You executed the September 12, 2016, “Business Interest  
18 Expectancy Resolution Agreement” referenced in Paragraph 65 of Your Complaint, You  
19 believed the Moradi Case could result in a verdict or settlement in excess of \$1 million.

**20 RESPONSE TO REQUEST NO. 10:**

21 Deny.

**22 REQUEST NO. 11:**

23 Admit that You had access to Mr. David Moradi’s contact information before executing  
24 the September 12, 2016, “Business Interest Expectancy Resolution Agreement” referenced in  
25 Paragraph 65 of Your Complaint.

**26 RESPONSE TO REQUEST NO. 11:**

27 Objection. The term “access” is vague and ambiguous. Request No. 11 is also drafted in  
28 a manner that implies Ms. Cohen had a reason to contact Mr. Moradi, which she didn’t because

1 she relied upon and trusted Mr. Padda and his representations to her that later turned out to be  
2 fraudulent. On that basis, Ms. Cohen's response to Request No. 11 is: Deny.

3 **REQUEST NO. 12:**

4 Admit that You could have contacted Mr. David Moradi regarding whether he had  
5 returned to work or not before executing the September 12, 2016, "Business Interest Expectancy  
6 Resolution Agreement" referenced in Paragraph 65 of Your Complaint.

7 **RESPONSE TO REQUEST NO. 12:**

8 Objection. Request No. 12 is drafted in a manner that implies Ms. Cohen had a reason to  
9 contact Mr. Moradi, which she didn't because she relied upon and trusted Mr. Padda and his  
10 representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen's response  
11 to Request No. 12 is: Deny.

12 **REQUEST NO. 13:**

13 Admit that You chose not to contact Mr. David Moradi regarding whether he had  
14 returned to work or not before executing the September 12, 2016, "Business Interest Expectancy  
15 Resolution Agreement" referenced in Paragraph 65 of Your Complaint.

16 **RESPONSE TO REQUEST NO. 13:**

17 Objection. Request No. 13 is drafted in a manner that implies Ms. Cohen had a reason to  
18 contact Mr. Moradi, which she didn't because she relied upon and trusted Mr. Padda and his  
19 representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen's response  
20 to Request No. 13 is: Deny.

21 **REQUEST NO. 14:**

22 Admit that You had access to Mr. Brian Panish, Esq.'s contact information before  
23 executing the September 12, 2016, "Business Interest Expectancy Resolution Agreement"  
24 referenced in Paragraph 65 of Your Complaint.

25 **RESPONSE TO REQUEST NO. 14:**

26 Objection. The term "access" is vague and ambiguous. Request No. 14 is also drafted in  
27 a manner that implies Ms. Cohen had a reason to contact Mr. Panish, which she didn't because  
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1 she relied upon and trusted Mr. Padda and his representations to her that later turned out to be  
2 fraudulent. On that basis, Ms. Cohen's response to Request No. 14 is: Deny.

3 **REQUEST NO. 15:**

4 Admit that You could have contacted Mr. Brian Panish, Esq., regarding the possible  
5 value of the Moradi matter before executing the September 12, 2016, "Business Interest  
6 Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint.

7 **RESPONSE TO REQUEST NO. 15:**

8 Objection. Request No. 15 is drafted in a manner that implies Ms. Cohen had a reason to  
9 contact Mr. Panish, which she didn't because she relied upon and trusted Mr. Padda and his  
10 representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen's response  
11 to Request No. 15 is: Deny.

12 **REQUEST NO. 16:**

13 Admit that You chose not to contact Mr. Brian Panish, Esq., regarding the possible value  
14 of the Moradi matter before executing the September 12, 2016, "Business Interest Expectancy  
15 Resolution Agreement" referenced in Paragraph 65 of Your Complaint.

16 **RESPONSE TO REQUEST NO. 16:**

17 Objection. Request No. 16 is drafted in a manner that implies Ms. Cohen had a reason to  
18 contact Mr. Panish, which she didn't because she relied upon and trusted Mr. Padda and his  
19 representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen's response  
20 to Request No. 16 is: Deny.

21 **REQUEST NO. 17:**

22 Admit that You had access to Mr. Rahul Ravipudi, Esq.'s contact information before  
23 executing the September 12, 2016, "Business Interest Expectancy Resolution Agreement"  
24 referenced in Paragraph 65 of Your Complaint.

25 **RESPONSE TO REQUEST NO. 17:**

26 Objection. The term "access" is vague and ambiguous. Request No. 17 is also drafted in  
27 a manner that implies Ms. Cohen had a reason to contact Mr. Ravipudi, which she didn't because  
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1 she relied upon and trusted Mr. Padda and his representations to her that later turned out to be  
2 fraudulent. On that basis, Ms. Cohen's response to Request No. 17 is: Deny.

3 **REQUEST NO. 18:**

4 Admit that You could have contacted Mr. Rahul Ravipudi, Esq., regarding the possible  
5 value of the Moradi matter before executing the September 12, 2016, "Business Interest  
6 Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint.

7 **RESPONSE TO REQUEST NO. 18:**

8 Objection. Request No. 18 is drafted in a manner that implies Ms. Cohen had a reason to  
9 contact Mr. Ravipudi, which she didn't because she relied upon and trusted Mr. Padda and his  
10 representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen's response  
11 to Request No. 18 is: Deny.

12 **REQUEST NO. 19:**

13 Admit that You chose not to contact Mr. Rahul Ravipudi, Esq., regarding the possible  
14 value of the Moradi matter before executing the September 12, 2016, "Business Interest  
15 Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint.

16 **RESPONSE TO REQUEST NO. 19:**

17 Objection. Request No. 19 is drafted in a manner that implies Ms. Cohen had a reason to  
18 contact Mr. Ravipudi, which she didn't because she relied upon and trusted Mr. Padda and his  
19 representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen's response  
20 to Request No. 19 is: Deny.

21 **REQUEST NO. 20:**

22 Admit that You had access to Mr. Matthew Stumpf, Esq.'s contact information before  
23 executing the September 12, 2016, "Business Interest Expectancy Resolution Agreement"  
24 referenced in Paragraph 65 of Your Complaint.

25 **RESPONSE TO REQUEST NO. 20:**

26 Objection. The term "access" is vague and ambiguous. Request No. 11 is also drafted in  
27 a manner that implies Ms. Cohen had a reason to contact Mr. Stumpf, which she didn't because  
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1 she relied upon and trusted Mr. Padda and his representations to her that later turned out to be  
2 fraudulent. On that basis, Ms. Cohen's response to Request No. 20 is: Deny.

3 **REQUEST NO. 21:**

4 Admit that You could have contacted Mr. Matthew Stumpf, Esq., regarding the possible  
5 value of the Moradi matter before executing the September 12, 2016, "Business Interest  
6 Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint.

7 **RESPONSE TO REQUEST NO. 21:**

8 Objection. Request No. 21 is drafted in a manner that implies Ms. Cohen had a reason to  
9 contact Mr. Stumpf, which she didn't because she relied upon and trusted Mr. Padda and his  
10 representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen's response  
11 to Request No. 21 is: Deny.

12 **REQUEST NO. 22:**

13 Admit that You chose not to contact Mr. Matthew Stumpf, Esq., regarding the possible  
14 value of the Moradi matter before executing the September 12, 2016, "Business Interest  
15 Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint.

16 **RESPONSE TO REQUEST NO. 22:**

17 Objection. Request No. 22 is drafted in a manner that implies Ms. Cohen had a reason to  
18 contact Mr. Stumpf, which she didn't because she relied upon and trusted Mr. Padda and his  
19 representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen's response  
20 to Request No. 22 is: Deny.

21 **REQUEST NO. 23:**

22 Admit that You could have spoken to Mr. Joshua Ang, Esq., about the Moradi Case  
23 before executing the September 12, 2016, "Business Interest Expectancy Resolution Agreement"  
24 referenced in Paragraph 65 of Your Complaint, if you chose to do so.

25 **RESPONSE TO REQUEST NO. 23:**

26 Objection. Request No. 23 is drafted in a manner that implies Ms. Cohen had a reason to  
27 speak to Mr. Ang, which she didn't because she relied upon and trusted Mr. Padda and his  
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1 representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen's response  
2 to Request No. 23 is: Deny.

3 **REQUEST NO. 24:**

4 Admit that You had full access to the file room at the Law Firm before executing the  
5 September 12, 2016, "Business Interest Expectancy Resolution Agreement" referenced in  
6 Paragraph 65 of Your Complaint.

7 **RESPONSE TO REQUEST NO. 24:**

8 Objection. The term "full access" is vague and ambiguous. Request No. 24 is also  
9 drafted in a manner that implies Ms. Cohen had a reason to go into the file room at the Law  
10 Firm, which she didn't because she relied upon and trusted Mr. Padda and his representations to  
11 her that later turned out to be fraudulent. On that basis, Ms. Cohen's response to Request No. 24  
12 is: Deny.

13 **REQUEST NO. 25:**

14 Admit that You could have physically reviewed the paper copies of the case files and/or  
15 records for the Moradi and Garland Cases stored in the file room before executing the September  
16 12, 2016, "Business Interest Expectancy Resolution Agreement" referenced in Paragraph 65 of  
17 Your Complaint.

18 **RESPONSE TO REQUEST NO. 25:**

19 Objection. Request No. 25 is drafted in a manner that implies Ms. Cohen had a reason to  
20 physically review the paper copies of the case files and/or records stored in the file room for the  
21 Moradi and Garland Cases, which she didn't because she relied upon and trusted Mr. Padda and  
22 his representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen's  
23 response to Request No. 25 is: Deny.

24 **REQUEST NO. 26:**

25 Admit that You chose not to physically review paper copies of the case files and/or  
26 records for the Moradi and Garland Cases stored in the file room before executing the September  
27 12, 2016, "Business Interest Expectancy Resolution Agreement" referenced in Paragraph 65 of  
28 Your Complaint.

**RESPONSE TO REQUEST NO. 26:**

Objection. Request No. 26 is drafted in a manner that implies Ms. Cohen had a reason to physically review the paper copies of the case files and/or records stored in the file room for the Moradi and Garland Cases, which she didn't because she relied upon and trusted Mr. Padda and his representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen's response to Request No. 26 is: Deny.

**REQUEST NO. 27:**

Admit that You had full access to the Law Firm's case management software called "Needles" before executing the September 12, 2016, "Business Interest Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint.

**RESPONSE TO REQUEST NO. 27:**

Deny.

**REQUEST NO. 28:**

Admit that You could have reviewed copies of the case files and/or records for the Moradi and Garland Cases stored on the "Needles" software platform before executing the September 12, 2016, "Business Interest Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint.

**RESPONSE TO REQUEST NO. 28:**

Deny.

**REQUEST NO. 29:**

Admit that You chose not to review copies of the case files and/or records for the Moradi and Garland Cases stored on the "Needles" software platform before executing the September 12, 2016, "Business Interest Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint.

**RESPONSE TO REQUEST NO. 29:**

Deny.

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**REQUEST NO. 30:**

Admit that You had access to the Court's electronic docket for the Moradi and Garland Cases before executing the September 12, 2016, "Business Interest Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint.

**RESPONSE TO REQUEST NO. 30:**

Objection. The term "electronic docket" is vague and ambiguous and, on that basis, Ms. Cohen's response to Request No. 30 is: Deny.

**REQUEST NO. 31:**

Admit that You could have reviewed copies of the case files and/or records for the Moradi and Garland Cases stored on the Court's electronic docket before executing the September 12, 2016, "Business Interest Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint.

**RESPONSE TO REQUEST NO. 31:**

Objection. Request No. 31 is drafted in a manner that implies Ms. Cohen had a reason to review copies of the case files and/or records for the Moradi and Garland Cases, which she didn't because she relied upon and trusted Mr. Padda and his representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen's response to Request No. 31 is: Deny.

**REQUEST NO. 32:**

Admit that You chose not to review copies of the case files and/or records for the Moradi and Garland Cases stored on the Court's electronic docket before executing the September 12, 2016, "Business Interest Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint.

**RESPONSE TO REQUEST NO. 32:**

Objection. Request No. 32 is drafted in a manner that implies Ms. Cohen had a reason to review copies of the case files and/or records for the Moradi and Garland Cases, which she didn't because she relied upon and trusted Mr. Padda and his representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen's response to Request No. 32 is: Deny.

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**REQUEST NO. 33:**

Admit that You had the ability to request copies of the records relating to the Moradi, Garland, or Cochran Cases, including the initial expert disclosures and offers of judgment in the Moradi Case, from the Law Firm's support staff before executing the September 12, 2016, "Business Interest Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint.

**RESPONSE TO REQUEST NO. 33:**

Objection. Request No. 33 is drafted in a manner that implies Ms. Cohen had a reason to request copies of the records relating to the Moradi, Garland, or Cochran cases from the Law Firm's support staff, which she didn't because she relied upon and trusted Mr. Padda and his representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen's response to Request No. 33 is: Deny.

**REQUEST NO. 34:**

Admit that You could have requested copies of the records relating to the Moradi, Garland, or Cochran Cases, including the initial expert disclosures and offers of judgment in the Moradi Case, from the Law Firm's support staff before executing the September 12, 2016, "Business Interest Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint.

**RESPONSE TO REQUEST NO. 34:**

Objection. Request No. 34 is drafted in a manner that implies Ms. Cohen had a reason to request copies of the records relating to the Moradi, Garland, or Cochran cases from the Law Firm's support staff, which she didn't because she relied upon and trusted Mr. Padda and his representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen's response to Request No. 34 is: Deny.

**REQUEST NO. 35:**

Admit that You chose not to request copies of the records relating to the Moradi, Garland, or Cochran Cases, including the initial expert disclosures and offers of judgment in the Moradi Case, from the Law Firm's support staff before executing the September 12, 2016,

1 “Business Interest Expectancy Resolution Agreement” referenced in Paragraph 65 of Your  
2 Complaint.

3 **RESPONSE TO REQUEST NO. 35:**

4 Objection. Request No. 35 is drafted in a manner that implies Ms. Cohen had a reason to  
5 request copies of the records relating to the Moradi, Garland, or Cochran cases from the Law  
6 Firm’s support staff, which she didn’t because she relied upon and trusted Mr. Padda and his  
7 representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen’s response  
8 to Request No. 35 is: Deny.

9 **REQUEST NO. 36:**

10 Admit that, before executing the September 12, 2016, “Business Interest Expectancy  
11 Resolution Agreement” referenced in Paragraph 65 of Your Complaint, You had an opportunity  
12 to review it.

13 **RESPONSE TO REQUEST NO. 36:**

14 Admit.

15 **REQUEST NO. 37:**

16 Admit that, before executing the September 12, 2016, “Business Interest Expectancy  
17 Resolution Agreement” referenced in Paragraph 65 of Your Complaint, You expressly  
18 acknowledged in writing in the “Business Interest Expectancy Resolution Agreement” that You  
19 “determined” for Your own “personal reasons” that it would be advantageous and in Your best  
20 interests to forfeit Your expectancy interests in “exchange for the certainty of \$50,000.00.”

21 **RESPONSE TO REQUEST NO. 37:**

22 Objection. The term “expressly acknowledged” is vague and ambiguous and not drafted  
23 in the proper context since Ms. Cohen was fraudulently induced by Mr. Padda to execute the  
24 “Business Interest Expectancy Resolution Agreement.” On that basis, Ms. Cohen’s response to  
25 Request No. 37 is: Deny.

26 **REQUEST NO. 38:**

27 Admit that You were being truthful when You expressly acknowledged in the September  
28 12, 2016, “Business Interest Expectancy Resolution Agreement” referenced in Paragraph 65 of

1 Your Complaint, that You “determined” for Your own “personal reasons” that it would be  
2 advantageous and in Your best interests to forfeit Your expectancy interests in “exchange for the  
3 certainty of \$50,000.00.”

4 **RESPONSE TO REQUEST NO. 38:**

5 Objection. The terms “truthful” and “expressly acknowledged” are vague and ambiguous  
6 and not drafted in the proper context since Ms. Cohen was fraudulently induced by Mr. Padda to  
7 execute the “Business Interest Expectancy Resolution Agreement.” On that basis, Ms. Cohen’s  
8 response to Request No. 38 is: Deny.

9 **REQUEST NO. 39:**

10 Admit that You chose to enter into the September 12, 2016, “Business Interest  
11 Expectancy Resolution Agreement” referenced in Paragraph 65 of Your Complaint for “personal  
12 reasons” and not for any business or professional reasons.

13 **RESPONSE TO REQUEST NO. 39:**

14 Deny.

15 **REQUEST NO. 40:**

16 Admit that the “personal reasons” for which You chose to enter into the September 12,  
17 2016, “Business Interest Expectancy Resolution Agreement” referenced in Paragraph 65 of Your  
18 Complaint were personal to You.

19 **RESPONSE TO REQUEST NO. 40:**

20 Deny.

21 **REQUEST NO. 41:**

22 Admit that You were being truthful when You expressly acknowledged in the September  
23 12, 2016, “Business Interest Expectancy Resolution Agreement” referenced in Paragraph 65 of  
24 Your Complaint, that You “proposed” to Mr. Paul Padda complete and final resolution of any  
25 and all of Your Limited Expectancy Interests in exchange for \$50,000.00.

26 **RESPONSE TO REQUEST NO. 41:**

27 Objection. The terms “truthful” and “expressly acknowledged” are vague and ambiguous  
28 and not drafted in the proper context since Ms. Cohen was fraudulently induced by Mr. Padda to

1 execute the "Business Interest Expectancy Resolution Agreement." On that basis, Ms. Cohen's  
2 response to Request No. 41 is: Deny.

3 **REQUEST NO. 42:**

4 Admit that the expressed intention of the parties to the September 12, 2016, "Business  
5 Interest Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint, was  
6 to "effectuate a complete and total resolution of any and all interests, including expectancy  
7 interests Ruth L. Cohen, Esq. may have in Cohen & Padda, LLP, Cohen & Padda, PLLC and  
8 Paul Padda Law, PLLC."

9 **RESPONSE TO REQUEST NO. 42:**

10 Deny.

11 **REQUEST NO. 43:**

12 Admit that You were being truthful when You represented in the September 12, 2016,  
13 "Business Interest Expectancy Resolution Agreement" referenced in Paragraph 65 of Your  
14 Complaint that You wanted to "effectuate a complete and total resolution of any and all interests,  
15 including expectancy interests Ruth L. Cohen, Esq. may have in Cohen & Padda, LLP, Cohen &  
16 Padda, PLLC and Paul Padda Law, PLLC."

17 **RESPONSE TO REQUEST NO. 43:**

18 Objection. The terms "truthful" and "represented" are vague and ambiguous and not  
19 drafted in the proper context since Ms. Cohen was fraudulently induced by Mr. Padda to execute  
20 the "Business Interest Expectancy Resolution Agreement." On that basis, Ms. Cohen's response  
21 to Request No. 43 is: Deny.

22 **REQUEST NO. 44:**

23 Admit that at the time You executed the September 12, 2016, "Business Interest  
24 Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint, You were of  
25 sound mind and were not suffering from any mental disability, mental illness, or other mental  
26 health condition.

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**RESPONSE TO REQUEST NO. 44:**

Objection. Request No. 44 is drafted in a manner that implies Ms. Cohen executed the “Business Interest Expectancy Resolution Agreement” with full knowledge of all material facts surrounding the buyout of her interests in the Law Firm, which she didn’t because she relied upon and trusted Mr. Padda and his representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen admits that on September 12, 2016 she was of sound mind and not suffering from any mental disability, mental illness, or other mental health condition and, as to the remainder of Request No. 44, Ms. Cohen’s response is: Deny.

**REQUEST NO. 45:**

Admit that at the time You executed the September 12, 2016, “Business Interest Expectancy Resolution Agreement” referenced in Paragraph 65 of Your Complaint, You were licensed to practice law in the State of Nevada.

**RESPONSE TO REQUEST NO. 45:**

Objection. Request No. 45 is drafted in a manner that implies Ms. Cohen executed the “Business Interest Expectancy Resolution Agreement” with full knowledge of all material facts surrounding the buyout of her interests in the Law Firm, which she didn’t because she relied upon and trusted Mr. Padda and his representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen admits that on September 12, 2016, she was licensed to practice law in the State of Nevada and, as to the remainder of Request No. 45, Ms. Cohen’s response is: Deny.

**REQUEST NO. 46:**

Admit that at the time You executed the September 12, 2016, “Business Interest Expectancy Resolution Agreement” referenced in Paragraph 65 of Your Complaint, You were an active member of the Nevada State Bar.

**RESPONSE TO REQUEST NO. 46:**

Objection. Request No. 46 is drafted in a manner that implies Ms. Cohen executed the “Business Interest Expectancy Resolution Agreement” with full knowledge of all material facts surrounding the buyout of her interests in the Law Firm, which she didn’t because she relied upon and trusted Mr. Padda and his representations to her that later turned out to be fraudulent.

1 On that basis, Ms. Cohen admits that on September 12, 2016, she was an active member of the  
2 Nevada State Bar and, as to the remainder of Request No. 46, Ms. Cohen's response is: Deny.

3 **REQUEST NO. 47:**

4 Admit that at the time You executed the September 12, 2016, "Business Interest  
5 Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint, You were  
6 representing Mr. Paul Padda as his attorney in a legal dispute.

7 **RESPONSE TO REQUEST NO. 47:**

8 Objection. The term "legal dispute" is vague and ambiguous. On that basis, Ms.  
9 Cohen's response to Request No. 47 is: Deny.

10 **REQUEST NO. 48:**

11 Admit that at the time You executed the September 12, 2016, "Business Interest  
12 Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint, You were  
13 representing clients, other than Mr. Padda, as an attorney in their legal disputes.

14 **RESPONSE TO REQUEST NO. 48:**

15 Objection. The term "legal dispute" is vague and ambiguous. On that basis, Ms. Cohen  
16 admits that on September 12, 2016, she represented clients at the Law Firm and, as to the  
17 remainder of Request No. 48, Ms. Cohen's response is: Deny.

18 **REQUEST NO. 49:**

19 Admit that You had more than three (3) decades of experience as an attorney at the time  
20 You executed the September 12, 2016, "Business Interest Expectancy Resolution Agreement"  
21 referenced in Paragraph 65 of Your Complaint.

22 **RESPONSE TO REQUEST NO. 49:**

23 Objection. Request No. 49 is drafted in a manner that implies Ms. Cohen executed the  
24 "Business Interest Expectancy Resolution Agreement" with full knowledge of all material facts  
25 surrounding the buyout of her interests in the Law Firm, which she didn't because she relied  
26 upon and trusted Mr. Padda and his representations to her that later turned out to be fraudulent.  
27 On that basis, Ms. Cohen's response to Request No. 49 is: Deny.

28 ///

**REQUEST NO. 50:**

Admit that during Your time at the Law Firm, You counseled clients in employment matters.

**RESPONSE TO REQUEST NO. 50:**

Admit.

**REQUEST NO. 51:**

Admit that during Your time at the Law Firm, You counseled clients with respect to employment contracts.

**RESPONSE TO REQUEST NO. 51:**

Deny.

**REQUEST NO. 52:**

Admit that during Your time at the Law Firm, You counseled clients in personal injury matters.

**RESPONSE TO REQUEST NO. 52:**

Admit.

**REQUEST NO. 53:**

Admit that during Your time at the Law Firm, You counseled clients with respect to contracts, including settlement agreements, while representing those clients in their personal injury matters.

**RESPONSE TO REQUEST NO. 53:**

Deny.

**REQUEST NO. 54:**

Admit that, in the September 12, 2016, "Business Interest Expectancy Resolution Agreement" referenced in Paragraph 65 of Your Complaint, You expressly agreed in writing that You were a "drafting" party of that agreement.

**RESPONSE TO REQUEST NO. 54:**

Objection. Request No. 54 is drafted in a manner that implies Ms. Cohen entered into the "Business Interest Expectancy Resolution Agreement" with full knowledge of all material facts

1 surrounding the buyout of her interests in the Law Firm, which she didn't because she relied  
2 upon and trusted Mr. Padda and his representations to her that later turned out to be fraudulent.  
3 On that basis, Ms. Cohen's response to Request No. 54 is: Deny.

4 **REQUEST NO. 55:**

5 Admit that You were being truthful when You expressly agreed that You were a  
6 "drafting" party of the September 12, 2016, "Business Interest Expectancy Resolution  
7 Agreement" referenced in Paragraph 65 of Your Complaint.

8 **RESPONSE TO REQUEST NO. 55:**

9 Objection. The terms "truthful" and "expressly agreed" are vague and ambiguous and  
10 not drafted in the proper context since Ms. Cohen was fraudulently induced by Mr. Padda to  
11 execute the "Business Interest Expectancy Resolution Agreement." On that basis, Ms. Cohen's  
12 response to Request No. 55 is: Deny.

13 **REQUEST NO. 56:**

14 Admit that You had a reasonable opportunity to consult with an attorney of Your choice  
15 regarding the "Business Interest Expectancy Resolution Agreement" referenced in Paragraph 65  
16 of Your Complaint before You executed that agreement on September 12, 2016.

17 **RESPONSE TO REQUEST NO. 56:**

18 Objection. Request No. 56 is drafted in a manner that implies Ms. Cohen entered into the  
19 "Business Interest Expectancy Resolution Agreement" with full knowledge of all material facts  
20 surrounding the buyout of her interests in the Law Firm, which she didn't because she relied  
21 upon and trusted Mr. Padda and his representations to her that later turned out to be fraudulent.  
22 On that basis, Ms. Cohen's response to Request No. 56 is: Deny.

23 **REQUEST NO. 57:**

24 Admit that You received \$50,000 from the Law Firm and/or Mr. Paul Padda following  
25 Your execution of the September 12, 2016, "Business Interest Expectancy Resolution  
26 Agreement" referenced in Paragraph 65 of Your Complaint.

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**RESPONSE TO REQUEST NO. 57:**

Objection. Request No. 57 is drafted in a manner that implies Ms. Cohen entered into the “Business Interest Expectancy Resolution Agreement” with full knowledge of all material facts surrounding the buyout of her interests in the Law Firm, which she didn’t because she relied upon and trusted Mr. Padda and his representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen admits that she received a \$50,000 check and, as to the remainder of Request No. 57, Ms. Cohen’s response is: Deny.

**REQUEST NO. 58:**

Admit that You received via email a copy of the regular MRI image of Mr. David Moradi that included a report stating Mr. David Moradi’s injuries were “consistent with traumatic brain injury” on June 26, 2014. See **PADDA00003946-PADDA00003987**.

**RESPONSE TO REQUEST NO. 58:**

Deny.

**REQUEST NO. 59:**

Admit that You received a binder of documents and records that included a paper copy of the expert report completed by Dr. Stan V. Smith, Ph.D., in the Moradi Case at a deposition preparation meeting with Mr. Paul Padda and Mr. Joshua Ang in August 2016.

**RESPONSE TO REQUEST NO. 59:**

Deny.

**REQUEST NO. 60:**

Admit that You have played gambling games and/or used gaming devices and wagered money in the course of Your participating in gambling activities (as defined above) in 2011, 2012, 2013, 2014, 2015, 2016, and 2017.

**RESPONSE TO REQUEST NO. 60:**

Admit.

**REQUEST NO. 61:**

Admit that participating in gambling activities carries the risk of losing of money.

///

1 **RESPONSE TO REQUEST NO. 61:**

2 Deny.

3 **REQUEST NO. 62:**

4 Admit that You are an experienced gambler.

5 **RESPONSE TO REQUEST NO. 62:**

6 Objection. The term “experienced” is vague and ambiguous. On that basis, Ms. Cohen’s  
7 response to Request No. 62 is: Deny.

8 **REQUEST NO. 63:**

9 Admit that You enjoy participating in gambling activities.

10 **RESPONSE TO REQUEST NO. 63:**

11 Admit.

12 **REQUEST NO. 64:**

13 Admit that as a gambler, You understand the concept of the risk of losing money in  
14 participating in gambling activities.

15 **RESPONSE TO REQUEST NO. 64:**

16 Deny.

17 **REQUEST NO. 65:**

18 Admit that between January 1, 2015, and September 17, 2019, You lost in excess of  
19 \$155,000 from Your participating in gambling activities.

20 **RESPONSE TO REQUEST NO. 65:**

21 Deny.

22 **REQUEST NO. 66:**

23 Admit that on September 3, 2016, You wagered in excess of \$3,000.00.

24 **RESPONSE TO REQUEST NO. 66:**

25 Deny.

26 **REQUEST NO. 67:**

27 Admit that between September 16, 2016, and September 30, 2016, You wagered in  
28 excess of \$28,000.00.

1 **RESPONSE TO REQUEST NO. 67:**

2 Deny.

3 **REQUEST NO. 68:**

4 Admit that for the month of September 2016, You wagered in excess of \$42,000.00.

5 **RESPONSE TO REQUEST NO. 68:**

6 Deny.

7 **REQUEST NO. 69:**

8 Admit that wagering money is a recreational activity.

9 **RESPONSE TO REQUEST NO. 69:**

10 Objection. The term "recreational activity" is vague and ambiguous. On that basis, Ms.  
11 Cohen's response to Request No. 69 is: Deny.

12 **REQUEST NO. 70:**

13 Admit that wagering in excess of \$42,000.00 in the month of September 2016 was a  
14 choice on Your part.

15 **RESPONSE TO REQUEST NO. 70:**

16 Deny.

17 **REQUEST NO. 71:**

18 Admit that wagering in excess of \$14,000.00 in the 2-week period before September 12,  
19 2016, was a choice on Your part.

20 **RESPONSE TO REQUEST NO. 71:**

21 Deny.

22 **REQUEST NO. 72:**

23 Admit that Mr. Paul Padda did not compel You to gamble in excess of \$14,000.00 in the  
24 2-week period before September 12, 2016.

25 **RESPONSE TO REQUEST NO. 72:**

26 Deny.

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**REQUEST NO. 73:**

Admit that You were being truthful when You acknowledged in the September 12, 2016, “Business Interest Expectancy Resolution Agreement” referenced in Paragraph 65 of Your Complaint, that the agreement “supersedes any prior agreements that may conflict with the terms of this agreement.”

**RESPONSE TO REQUEST NO. 73:**

Objection. The terms “truthful” and “acknowledged” are vague and ambiguous and not drafted in the proper context since Ms. Cohen was fraudulently induced by Mr. Padda to execute the “Business Interest Expectancy Resolution Agreement.” On that basis, Ms. Cohen’s response to Request No. 73 is: Deny.

**REQUEST NO. 74:**

Admit that Your intent when You executed the September 12, 2016, “Business Interest Expectancy Resolution Agreement” referenced in Paragraph 65 of Your Complaint, was for that agreement to be a legally enforceable contract.

**RESPONSE TO REQUEST NO. 74:**

Objection. Request No. 74 is drafted in a manner that implies Ms. Cohen executed the “Business Interest Expectancy Resolution Agreement” with full knowledge of all material facts surrounding the buyout of her interests in the Law Firm, which she didn’t because she relied upon and trusted Mr. Padda and his representations to her that later turned out to be fraudulent. On that basis, Ms. Cohen’s Request to No. 74 is: Deny.

**REQUEST NO. 75:**

Admit that You agreed to characterize the expectancy interests You were forfeiting in the September 12, 2016, “Business Interest Expectancy Resolution Agreement” referenced in Paragraph 65 of Your Complaint, as “limited.”

**RESPONSE TO REQUEST NO. 75:**

Objection. Request No. 75 is drafted in a manner that implies Ms. Cohen executed the “Business Interest Expectancy Resolution Agreement” with full knowledge of all material facts surrounding the buyout of her interests in the Law Firm, which she didn’t because she relied

1 upon and trusted Mr. Padda and his representations to her that later turned out to be fraudulent.

2 On that basis, Ms. Cohen's Request to No. 75 is: Deny.

3 Dated this 28th day of October, 2019.

4  
5 MARQUIS AURBACH COFFING

6  
7 By /s/ Jared M. Moser

8 Liane K. Wakayama, Esq.  
9 Nevada Bar No. 11313  
10 Jared M. Moser, Esq.  
11 Nevada Bar No. 13003  
12 10001 Park Run Drive  
13 Las Vegas, Nevada 89145  
14 Telephone: (702) 382-0711  
15 Facsimile: (702) 382-5816  
16 lwakayama@maclaw.com  
17 jmoser@maclaw.com

18 CAMPBELL & WILLIAMS  
19 Donald J. Campbell, Esq.  
20 Nevada Bar No. 1216  
21 Samuel R. Mirkovich, Esq.  
22 Nevada Bar No. 11662  
23 700 South Seventh Street  
24 Las Vegas, Nevada 89101

25 *Attorneys for Plaintiff Ruth L. Cohen*

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **PLAINTIFF'S RESPONSE TO DEFENDANT'S REQUEST FOR ADMISSIONS (FIRST SET)** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 28th day of October, 2019. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>1</sup>

HOLLAND & HART LLP  
J. Stephen Peek  
speek@hollandhart.com  
Ryan Alexander Semerad  
rasemerad@hollandhart.com  
Yalonda J. Dekle  
yjdekle@hollandhart.com  
Valerie Larsen  
vllarsen@hollandhart.com  
*Attorneys for Paul S. Padda and  
Paul Padda Law, PLLC*

CAMPBELL & WILLIAMS  
Donald J. Campbell  
djc@cwlawlv.com  
Samuel Mirkovich  
srm@cwlawlv.com  
John Chong  
jyc@cwlawlv.com  
Matthew Wagner  
maw@cwlawlv.com  
*Attorneys for Plaintiff, Ruth L. Cohen*

  
an employee of Marquis Aurbach Coffing

<sup>1</sup> Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

5

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