

# IN THE SUPREME COURT OF THE STATE OF NEVADA

## INDICATE FULL CAPTION:

PAUL S. PADDA; AND PAUL PADDA LAW,  
PLLC,  
Appellants,  
vs.  
RUTH L. COHEN, AN INDIVIDUAL,  
Respondent.

No. 81172

Electronically Filed  
May 29 2020 11:37 a.m.

DOCKETING Elizabeth N. Brown  
CIVIL APPEALS Clerk of Supreme Court

## GENERAL INFORMATION

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

## WARNING

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

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

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department XI  
County Clark Judge Elizabeth Gonzalez  
District Ct. Case No. A-19-792599-B

**2. Attorney filing this docketing statement:**

Attorney Ryan A. Semerad Telephone 307-265-3455  
Firm Donald L. Fuller, Attorney at Law, LLC  
Address 242 South Grant Street, Casper, Wyoming 82601

Client(s) Paul S. Padda and Paul Padda Law, PLLC

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

**3. Attorney(s) representing respondents(s):**

Attorney Liane K. Wakayama Telephone 702-656-0808  
Firm Hayes Wakayama  
Address 4735 S. Durango Drive, Ste. 105, Las Vegas, Nevada 89147

Client(s) Ruth L. Cohen

Attorney Donald J. Campbell Telephone 702-382-5222  
Firm Campbell & Williams  
Address 700 South Seventh Street, Las Vegas, Nevada 89101

Client(s) Ruth L. Cohen

(List additional counsel on separate sheet if necessary)

**4. Nature of disposition below (check all that apply):**

- |   |  |
|---|--|
| <input type="checkbox"/> Judgment after bench trial         | <input type="checkbox"/> Dismissal:  |
| <input type="checkbox"/> Judgment after jury verdict        | <input type="checkbox"/> Lack of jurisdiction  |
| <input checked="" type="checkbox"/> Summary judgment        | <input type="checkbox"/> Failure to state a claim                                      |
| <input type="checkbox"/> Default judgment                   | <input type="checkbox"/> Failure to prosecute  |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief  | <input type="checkbox"/> Other (specify): _____  |
| <input type="checkbox"/> Grant/Denial of injunction         | <input type="checkbox"/> Divorce Decree:   |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification                |
| <input type="checkbox"/> Review of agency determination     | <input checked="" type="checkbox"/> Other disposition (specify): <u>See supplement</u> |

**5. Does this appeal raise issues concerning any of the following?**

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

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

Ruth L. Cohen v. Paul S. Padda and Paul Padda Law, PLLC  
Docket Number: 81018

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:  
None.

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

This appeal stems from the district court's denial of Appellants' motion for attorneys' fees, which was predicated upon the penalty clauses of NRCP 68(f) and NRS 17.117(10). On December 18, 2019, Appellants served Respondent with a valid offer of judgment for \$150,000.00. Respondent rejected this offer of judgment by failing to respond to it. That same day, Appellants filed a motion for summary judgment wherein they argued, in relevant part, that Respondent was legally prohibited from recovering any of the damages she sought as those damages were composed solely of attorneys' fees and she was not an attorney at the time the fees were earned and otherwise had not suffered any damages given the monies she was paid on certain cases. The district court granted Appellants' motion for summary judgment on the aforementioned grounds, concluding that Respondent could not legally recover any of the damages she sought. Nevertheless, the district court denied Appellants' motion for attorneys' fees, pursuant to NRCP 68 and NRS 17.117, for the sole reason that it concluded Respondent's rejection of the offer of judgment was not grossly unreasonable or in bad faith given the extent of damages she was seeking.

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

1. The district court considered the amount of damages claimed by Respondent to determine whether Respondent's rejection of Appellants' offer of judgment was grossly unreasonable or in bad faith. This Court should determine whether the amount of damages a party claims to have suffered, regardless of the legal viability of the party's claim to recover these damages, is a valid consideration in determining an offeree's good faith in rejecting an offer of judgment.
2. The district court concluded that an offeree may reject an offer of judgment in good faith if she seeks a considerably greater sum of damages even though the offeree is legally prohibited from recovering any of the damages she seeks. This Court should decide if a district court may rely on a comparison of the extent of claimed damages, where those damages are not legally recoverable, to the amount of an offer of judgment to determine if an offeree's rejection of that offer of judgment is grossly unreasonable or in bad faith.

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

None.

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

☒ N/A

☐ Yes

☐ No

If not, explain:

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

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☒ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain: This appeal involves an issue of public policy. The Nevada Legislature enacted NRS 17.117 to mirror NRCP 68 to ensure that litigants in federal court diversity actions where Nevada substantive law applies enjoy the same protections of NRCP 68's offer of judgment procedure as litigants in Nevada state courts do. The district court's decision here suggests that an offeree may reject an otherwise valid and good faith offer of judgment based solely on the extent of her claimed damages even where she cannot legally recover any of these damages. This decision significantly narrows the applicability of the penalty provisions in NRCP 68 and NRS 17.117.

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

This matter is presumptively retained by the Supreme Court as it originated in business court, NRAP 17(a)(9), and it involves as a principal issue a question of statewide public importance, NRAP 17(a)(12). Further, this matter is presumptively retained by the Supreme Court as it also involves issues pertaining to attorney admission, suspension, discipline, and reinstatement, NRAP 17(a)(4).

**14. Trial.** If this action proceeded to trial, how many days did the trial last? \_\_\_\_\_

Was it a bench or jury trial? N/A

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

## TIMELINESS OF NOTICE OF APPEAL

**16. Date of entry of written judgment or order appealed from** Apr 28, 2020

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

**17. Date written notice of entry of judgment or order was served** Apr 30, 2020

Was service by:

☐ Delivery

☒ Mail/electronic/fax

**18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)**

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

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☐ NRCP 52(b)      Date of filing \_\_\_\_\_

☐ NRCP 59      Date of filing \_\_\_\_\_

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

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was service by:

☐ Delivery

☐ Mail

**19. Date notice of appeal filed** May 11, 2020

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

**20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other**

NRAP 4(a)(1), NRAP 4(a)(2)

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**SUBSTANTIVE APPEALABILITY**

**21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> NRAP 3A(b)(1)                                   | <input type="checkbox"/> NRS 38.205   |
| <input type="checkbox"/> NRAP 3A(b)(2)                                   | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3)                                   | <input type="checkbox"/> NRS 703.376  |
| <input checked="" type="checkbox"/> Other (specify) <u>NRAP 3A(b)(8)</u> |                                       |
- 

(b) Explain how each authority provides a basis for appeal from the judgment or order: NRAP 3A(b)(8) provides that "[a]n appeal may be taken from the following judgments and orders of a district court in a civil action . . . [a] special order entered after final judgment . . . ."

"A post-judgment order awarding [or denying] attorney's fees and/or costs may be appealed as a special order made after final judgment . . . ." Lee v. GNLV Corp., 116 Nev. 424, 426, 996 P.2d 416, 417 (2000); Smith v. Crown Financial Services, 111 Nev. 277, 280 n.2, 890 P.2d 769, 771 n.2 (1995).



**22. List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

Plaintiff Ruth L. Cohen, an individual

Defendant Paul S. Padda, an individual

Defendant Paul Padda Law, PLLC, a Nevada professional limited liability company

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

N/A

**23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

Ms. Cohen asserted the following claims for relief against Paul S. Padda: (1) breach of contract; (2) breach of the implied covenant of good faith and fair dealing; (3) tortious breach of the implied covenant of good faith and fair dealing; (4) breach of fiduciary duty; (5) fraud in the inducement; (6) fraudulent concealment; (7) fraudulent or intentional misrepresentation; (8) unjust enrichment; (9) elder abuse under NRS 41.1395; and (10) declaratory relief. Ms. Cohen asserted claims 5-8 and 10 above against Paul Padda Law, PLLC as well. All claims were disposed of on Feb. 18, 2020.

**24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☐ Yes

☒ No

**25. If you answered "No" to question 24, complete the following:**

(a) Specify the claims remaining pending below:

Paul Padda and Paul Padda Law, PLLC are appealing from a post-judgment order denying their motion for attorneys' fees, which did not adjudicate any of Ms. Cohen's claims. None of Ms. Cohen's claims remain pending as they were all adjudicated on February 18, 2020, when the district court granted Mr. Padda and Padda Law's motion for summary judgment and entered judgment in their favor.

(b) Specify the parties remaining below:

Paul Padda and Paul Padda Law, PLLC are appealing from a post-judgment order denying their motion for attorneys' fees, which did not adjudicate any of Ms. Cohen's claims. None of Ms. Cohen's claims remain pending as they were all adjudicated on February 18, 2020, when the district court granted Mr. Padda and Padda Law's motion for summary judgment and entered judgment in their favor. No parties remain below.

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☒ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☒ No

**26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

Paul S. Padda and Paul Padda Law, PLLC are appealing from the district court's post-judgment order denying their motion for attorneys' fees. This order is independently appealable as a special order made after final judgment pursuant to NRAP 3A(b)(8).

**27. Attach file-stamped copies of the following documents:**

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


## VERIFICATION

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

Paul S. Padda; Paul Padda Law, PLLC  
Name of appellant

Ryan A. Semerad  
Name of counsel of record

May 29, 2020  
Date

  
Signature of counsel of record

Natrona County, Wyoming  
State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the 29th day of May, 2020, I served a copy of this completed docketing statement upon all counsel of record:


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

Liane K. Wakayama, Esq.  
Dale A. Hayes, Jr., Esq.  
Dale A. Hayes, Esq.

Donald J. Campbell, Esq.  
Philip R. Erwin, Esq.  
Samuel R. Mirkovich, Esq.

James A. Kohl, Esq., Settlement Judge

Dated this 29th day of May, 2020

  
Signature

Supplement to Question 3 – Attorneys Representing Respondent

Attorney: Dale A. Hayes, Jr.  
Firm: Hayes Wakayama  
Address: 4735 S. Durango Drive, Ste. 105,  
Las Vegas, Nevada 89147  
Telephone: (702) 656-0808  
Client: Ruth L. Cohen

Attorney: Dale A. Hayes  
Firm: Hayes Wakayama  
Address: 4735 S. Durango Drive, Ste. 105,  
Las Vegas, Nevada 89147  
Telephone: (702) 656-0808  
Client: Ruth L. Cohen

Attorney: Philip R. Erwin  
Firm: Campbell & Williams  
Address: 700 South Seventh Street  
Las Vegas, Nevada 89101  
Telephone: (702) 382-5222  
Client: Ruth L. Cohen

Attorney: Samuel R. Mirkovich  
Firm: Campbell & Williams  
Address: 700 South Seventh Street  
Las Vegas, Nevada 89101  
Telephone: (702) 382-5222  
Client: Ruth L. Cohen

Supplement to Question 4 – Nature of disposition below

In the proceedings below, the district court granted Appellants' motion for summary judgment. In post-judgment proceedings, the district court awarded Appellants \$70,695.49 plus the statutory interest in costs, but denied entirely Appellants' motion for attorneys' fees pursuant to NRCP 68(f) and NRS 17.117(10) on the basis that Respondent did not reject Appellants' good faith offer of judgment in bad faith. Appellants are appealing from the district court's post-judgment order denying their motion for attorneys' fees pursuant to NRAP 3A(b)(8). *See Lee v. GLNV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000).

///

///

Supplement to Certificate of Service - Addresses

Hayes Wakayama

4735 S. Durango Drive, Ste. 105,

Las Vegas, Nevada 89147

\*Service was completed electronically via the Nevada Supreme Court's eFlex system.

Campbell & Williams

700 South Seventh Street

Las Vegas, Nevada 89101

\*Service was completed electronically via the Nevada Supreme Court's eFlex system.

Howard & Howard

Wells Fargo Tower

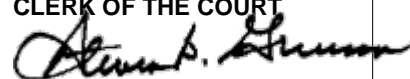
3800 Howard Hughes Parkway, Suite 1000

Las Vegas, Nevada 89169

\*Service was completed electronically via the Nevada Supreme Court's eFlex system.

**ATTACHMENT # 1**

**ATTACHMENT # 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

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lwakayama@maclaw.com

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*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.

6. This Court has personal jurisdiction over the Defendants, pursuant to NRS 14.065 because (1) the Defendants' activities and contacts in Nevada have been and continue to be so substantial, continuous, and systematic that the Defendants are deemed present in the forum; and, (2) the obligations, acts, and omissions compliance of herein were incurred and committed, in whole or in part, in Nevada, and thus, the Defendants have had sufficient minimum contacts with this forum such that the exercise of personal jurisdiction over them will not offend traditional notions of fair play and substantial justice.

## MS. COHEN'S CAREER AND RELATIONSHIP WITH PADDA

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

Page 2 of 20





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 Cochranes), 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.

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

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

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

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

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

142. 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.

143. 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.

#### **EIGHTH CLAIM FOR RELIEF**

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

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

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

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

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

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

149. Moreover, as a direct and proximate result of Defendants' retention of the benefit, which retention 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.

150. 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.

151. 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.

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

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

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

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

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

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

156. Padda's conduct, as previously described above herein, meets the definition of "exploitation," as defined in NRS 41.1395(4)(b), because he took acts, with the trust and 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

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**ATTACHMENT # 2**

**ATTACHMENT # 2**

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*Attorneys for Plaintiff*

**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

Date of Hearing: April 17, 2020  
Time of Hearing: Chambers

**ORDER DENYING DEFENDANTS' MOTION FOR ATTORNEYS' FEES**

**ORDER DENYING DEFENDANTS' MOTION FOR ATTORNEYS' FEES**

This matter having come before the Court for a chambers hearing on April 17, 2020, as requested by Defendants ("Defendants") to decide Defendants' Motion for Attorneys' Fees ("Motion"), the Court having considered the Motion and related briefing, as well as the underlying papers and pleadings, and good cause appearing therefore FINDS and ORDERS as follows:

1. Based on this Court's summary judgment award entered on February 18, 2020, Defendants filed their Motion for Attorneys' Fees on March 11, 2020.

2. On March 25, 2020, Plaintiff Ruth L. Cohen ("Plaintiff") filed her Opposition to Defendants' Motion for Attorneys' Fees on the basis that Defendants are not entitled to an award of their attorneys' fees (the "Opposition").

3. When exercising its discretion to award attorneys' fees based on an offer of judgment, this Court is tasked with considering the following factors:

(1) whether the plaintiff's claim was brought in good faith;

(2) whether the defendants' offer of judgment was reasonable and in good faith in both its timing and amount;

(3) whether the plaintiff's decision to reject the offer and proceed to trial was grossly unreasonable or in bad faith; and

(4) whether the fees sought by the offeror are reasonable and justified in amount.

*Beattie v. Thomas*, 99 Nev. 579, 588-89, 668 P.2d 268, 274 (1983). A district court's decision to grant or deny attorney fees will not be disturbed absent a clear abuse of discretion. *LaForge v. State, Univ. & Cmty. Coll. Sys. of Nev.*, 116 Nev. 415, 423, 997 P.2d 130, 136 (2000).

4. The Court, upon evaluating the underlying facts provided in Plaintiff's Opposition and the *Beattie* factors, finds that, although the timing of the Defendants' \$150,000.00 Offer of Judgment served on December 18, 2019 was reasonable, Plaintiff's decision to reject it was not grossly unreasonable or in bad faith given the amount of damages Plaintiff sought in this case.

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Order Denying Defendants' Motion for Attorneys' Fees  
*Ruth L. Cohen v. Paul S. Padda, et al.*  
Case No. A-19-792599-B

Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that  
Defendants' Motion for Attorneys' Fees is DENIED in its entirety.

Dated this 28th day of April, 2020.

  
HON. JUDGE ELIZABETH GONZALEZ

Respectfully Submitted By:

Dated this 27<sup>th</sup> day of April, 2020.

HAYES | WAKAYAMA

By /s/ Liane K. Wakayama, Esq.

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Order Denying Defendants' Motion for Attorneys' Fees  
*Ruth L. Cohen v. Paul S. Padda, et al.*  
Case No. A-19-792599-B

Approved as to Form and Content By:

Dated this 27<sup>th</sup> day of April, 2020.

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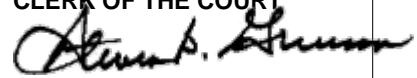
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**ATTACHMENT # 3**

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**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

Date of Hearing: April 17, 2020  
Time of Hearing: Chambers

**NOTICE OF ENTRY OF ORDER**

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**NOTICE OF ENTRY OF ORDER**

Please take notice that an Order Denying Defendants' Motion for Attorneys' Fees was entered in the above-captioned matter on the 29<sup>th</sup> day of April, 2020, a copy of which is attached hereto.

Dated this 30<sup>th</sup> day of April, 2020.

**HAYES | WAKAYAMA**

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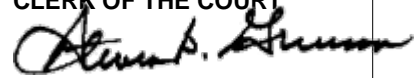
**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **NOTICE OF ENTRY OF ORDER** was submitted electronically for filing and service with the Eighth Judicial District Court on the 30<sup>th</sup> day of April, 2020. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>1</sup>

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/s/ Julia Rodionova  
Julia Rodionova, an Employee of Hayes  
Wakayama

<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).



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*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

RUTH L. COHEN, an individual,

Plaintiff,

vs.

PAUL S. PADDA, an individual; PAUL  
PADDA LAW, PLLC, a Nevada professional  
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and, ROE entities I-X,

Defendants.

Case No.: A-19-792599-B  
Dept. No.: XI

Date of Hearing: April 17, 2020  
Time of Hearing: Chambers

**ORDER DENYING DEFENDANTS' MOTION FOR ATTORNEYS' FEES**

**ORDER DENYING DEFENDANTS' MOTION FOR ATTORNEYS' FEES**

This matter having come before the Court for a chambers hearing on April 17, 2020, as requested by Defendants ("Defendants") to decide Defendants' Motion for Attorneys' Fees ("Motion"), the Court having considered the Motion and related briefing, as well as the underlying papers and pleadings, and good cause appearing therefore FINDS and ORDERS as follows:

1. Based on this Court's summary judgment award entered on February 18, 2020, Defendants filed their Motion for Attorneys' Fees on March 11, 2020.

2. On March 25, 2020, Plaintiff Ruth L. Cohen ("Plaintiff") filed her Opposition to Defendants' Motion for Attorneys' Fees on the basis that Defendants are not entitled to an award of their attorneys' fees (the "Opposition").

3. When exercising its discretion to award attorneys' fees based on an offer of judgment, this Court is tasked with considering the following factors:

(1) whether the plaintiff's claim was brought in good faith;

(2) whether the defendants' offer of judgment was reasonable and in good faith in both its timing and amount;

(3) whether the plaintiff's decision to reject the offer and proceed to trial was grossly unreasonable or in bad faith; and

(4) whether the fees sought by the offeror are reasonable and justified in amount.

*Beattie v. Thomas*, 99 Nev. 579, 588-89, 668 P.2d 268, 274 (1983). A district court's decision to grant or deny attorney fees will not be disturbed absent a clear abuse of discretion. *LaForge v. State, Univ. & Cmty. Coll. Sys. of Nev.*, 116 Nev. 415, 423, 997 P.2d 130, 136 (2000).

4. The Court, upon evaluating the underlying facts provided in Plaintiff's Opposition and the *Beattie* factors, finds that, although the timing of the Defendants' \$150,000.00 Offer of Judgment served on December 18, 2019 was reasonable, Plaintiff's decision to reject it was not grossly unreasonable or in bad faith given the amount of damages Plaintiff sought in this case.

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Order Denying Defendants' Motion for Attorneys' Fees  
*Ruth L. Cohen v. Paul S. Padda, et al.*  
Case No. A-19-792599-B

Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that  
Defendants' Motion for Attorneys' Fees is DENIED in its entirety.

Dated this 28th day of April, 2020.

  
HON. JUDGE ELIZABETH GONZALEZ

Respectfully Submitted By:

Dated this 27<sup>th</sup> day of April, 2020.

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Order Denying Defendants' Motion for Attorneys' Fees  
*Ruth L. Cohen v. Paul S. Padda, et al.*  
Case No. A-19-792599-B

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Dated this 27<sup>th</sup> day of April, 2020.

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