

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

RONALD J. ROBINSON,  
Appellant,  
vs.

STEVEN A. HOTCHKISS,  
Respondent

No. 81838

Electronically Filed  
Nov 06 2020 04:04 p.m.

DOCKETING STATEMENT  
CIVIL APPEAL  
CLERK'S 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 IX  
County Clark Judge Honorable Cristina Silva  
District Ct. Case No. A-17-762264-C

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

Attorney Harold P. Gewerter, Esq. Telephone 702-382-1714  
Firm Harold P. Gewerter, Esq., Ltd.  
Address 1212 South Casino Center Blvd., Las Vegas Nevada 89104

Client(s) Ron Robinson

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 David Liebrader, Esq. Telephone 702-380-3131  
Firm The Law Offices of David Liebrader, APC  
Address 601 South Rancho Dr., Ste. D-29, Las Vegas, Nevada 89106

Client(s) Steven Hotchkiss

Attorney \_\_\_\_\_ Telephone \_\_\_\_\_  
Firm \_\_\_\_\_  
Address \_\_\_\_\_

Client(s) \_\_\_\_\_

(List additional counsel on separate sheet if necessary)

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

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal:                                     |
| <input type="checkbox"/> Judgment after jury verdict           | <input type="checkbox"/> Lack of jurisdiction                           |
| <input 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 type="checkbox"/> Other disposition (specify): _____             |

**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:

N/A

**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:

N/A

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

On September 28, 2017, Respondent filed his Complaint against Appellant and three other co-defendants alleging fraud, violation of the Nevada Uniform Securities Act, breach of contract, and violation of the Nevada Deceptive Trade Practice Act. A bench trial before the District Court was held on June 24-25, 2020. In a Judgment entered on August 21, 2020, the Court found Appellant guilty of violating NRS 90.460 (sale of unregistered securities) and 90.660 (civil liability under the Nevada Security laws). Said judgment awarded \$1,098,782.00, which included \$253,565.00 in attorney's fees. Appellant is now appealing the August 21, 2020 Judgment Order to this Honorable Court.

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

The District Court erred as a matter of fact and law when it found Appellant guilty of violating NRS 90.460 (sale of unregistered securities) and 90.660 (civil liability under the Nevada Securities laws). The District Court also erred in its calculation of attorney's fees awarded to Respondent. The District Court failed to dismiss the case on the basis that Defendants' guarantee of the promissory note was exonerated. Also, the related bankruptcy of the corporate co-defendant also absolved Defendant Robinson of any liability in this case. Additionally, Plaintiff failed to name an indispensable party.

**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:

N/A

**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:

**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:

Pursuant to Nevada Rule of Appellate Procedure 17, this matter is presumptively retained by the Supreme Court.

**14. Trial.** If this action proceeded to trial, how many days did the trial last? 3 days

Was it a bench or jury trial? Bench Trial

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

N/A

## TIMELINESS OF NOTICE OF APPEAL

**16. Date of entry of written judgment or order appealed from** August 21, 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** August 21, 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** August 21, 2020

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)

### **SUBSTANTIVE APPEALABILITY**

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

(a)

☒ NRAP 3A(b)(1)

☐ NRS 38.205

☐ NRAP 3A(b)(2)

☐ NRS 233B.150

☐ NRAP 3A(b)(3)

☐ NRS 703.376

☐ Other (specify) \_\_\_\_\_

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



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

(a) Parties:

Ronald Robinson  
Virtual Communications Corp.  
Alisa Davis  
Retire Happy, LLC  
Vern Rodriguez  
Julie Muniskin

(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:

Appellant was held to be liable for the Court's Orders awarding damages and attorney's fees; a co-defendant, Vern Rodriguez has filed motions pursuant to NRCP Rules 52 and 59.

**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.**

Plaintiff alleged securities fraud. Disposed of August 21, 2020. Personal guarantee of Defendant Ronald J. Robinson. Disposed of August 21, 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:

Vern Rodriguez has brought motions pursuant to NRCP Rules 52 and 59 for all claims against him.

(b) Specify the parties remaining below:

Vern Rodriguez

(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)):**

**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.

Ron Robinson

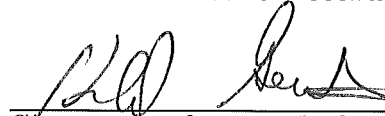
\_\_\_\_\_  
Name of appellant

November 6, 2020

\_\_\_\_\_  
Date

Harold P. Gewerter, Esq.

\_\_\_\_\_  
Name of counsel of record



\_\_\_\_\_  
Signature of counsel of record

Clark County, Nevada

\_\_\_\_\_  
State and county where signed

## CERTIFICATE OF SERVICE

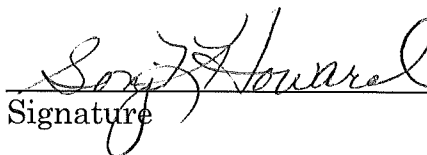
I certify that on the 6th day of November, 2020, I served a copy of this completed docketing statement upon all counsel of record:

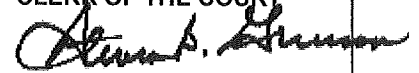
☐ By personally serving it upon him/her; or

☒ 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.)

David Liebrader, Esq.  
LAW OFFICES OF DAVID LIEBRADER, APC  
601 South Rancho Drive, Ste. D-29  
Las Vegas, Nevada 89106

Dated this 6th day of November, 2020

  
\_\_\_\_\_  
Signature



COMP  
DAVID LIEBRADER, ESQ.  
STATE BAR NO. 5048  
THE LAW OFFICES OF DAVID LIEBRADER, APC  
601 S. RANCHO DR. STE. D-29  
LAS VEGAS, NV 89106  
PH: (702) 380-3131  
Attorney for Plaintiff

DISTRICT COURT  
CLARK COUNTY, NEVADA

A-17-762264-C

IN THE MATTER BETWEEN	)	Case No.
	)	
Steven A. Hotchkiss,	)	Dept.: Department 8
	)	
PLAINTIFF,	)	COMPLAINT FOR DAMAGES
	)	
v.	)	EXEMPT FROM ARBITRATION:
	)	EXCEEDS JURISDICTIONAL
Ronald J. Robinson, Vernon Rodriguez, Virtual	)	MINIMUM
Communications Corporation, Wintech, LLC,	)	
Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa	)	
Davis and DOES 1-10 and ROES 1-10, inclusively	)	
	)	JURY TRIAL DEMANDED
DEFENDANTS	)	

COMES NOW, Plaintiff Steven A. Hotchkiss, through counsel, The Law Office of David Liebrader and files this complaint for damages:

INTRODUCTION

THE PARTIES

1. Plaintiff Steve A. Hotchkiss ("Mr. Hotchkiss" or "Plaintiff") is a retired 65 year old American national who resides in Lake Chapala, Mexico.
2. At all times relevant herein Defendant Virtual Communications Corporation ("VCC") was a Nevada corporation doing business in Clark County, Nevada.

1 3. At all times relevant herein Defendant Wintech, LLC ("Wintech") was a Nevada  
2 company doing business in Clark County, Nevada.

3 4. At all times relevant herein Defendant Ronald J. Robinson ("Mr. Robinson") was, on  
4 information and belief, a resident of Nevada, and doing business through VCC and  
5 Wintech in Clark County, Nevada.

6 5. At all times relevant herein Defendant Vernon Rodriguez ("Mr. Rodriguez") was, on  
7 information and belief, a resident of Nevada, doing business in Clark County, and a  
8 corporate officer of Wintech and VCC.

9 6. At all times relevant herein Defendant Josh Stoll ("Mr. Stoll") was, on information  
10 and belief, a resident of Nevada, and doing business in Clark County, Nevada.

11 7. At all times relevant herein Defendant Retire Happy, LLC ("Retire Happy") was, on  
12 information and belief, a Nevada corporation doing business in Clark County, Nevada.

13 8. At all times relevant herein Defendant Frank Yoder ("Mr. Yoder") was, on information  
14 and belief, a resident of Nevada, and doing business in Clark County, Nevada.

15 9. At all times relevant herein Defendant Alisa Davis ("Ms. Davis") was, on information  
16 and belief, a resident of Nevada, and doing business in Clark County, Nevada.

17 10. That the true names and capacities, whether individual, corporate, associate or  
18 otherwise, of Defendants DOES I-X and ROE CORPORATIONS I-X are unknown to  
19 Plaintiff who, therefore, sues said Defendants by said fictitious names. Plaintiff is  
20 informed and believes and thereon alleges that each of the Defendants designated as  
21 DOES and ROES are responsible in some manner for the events and happenings referred  
22 to and caused damages proximately to Plaintiff as herein alleged or are parties having  
23 ownership interests in entities owned or controlled by Defendants. Plaintiff will ask leave  
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1 of the Court to amend this Complaint to insert the true names and capacities of DOES I-X  
2 and ROE CORPORATIONS I-X when same have been ascertained and to join such  
3 Defendants in this action.

4 11. Jurisdiction is appropriate in District Court for the County of Clark in that both  
5 Wintech and VCC were/ are Nevada corporations with business addresses on Warm  
6 Springs Rd. in Las Vegas, NV and Defendants Robinson, Rodriguez, Davis and Yoder all  
7 worked for VCC and Wintech at all times relevant to the facts in this complaint. Likewise  
8 Defendants Stoll and Retire Happy also maintain offices and do business in Las Vegas,  
9 NV.

10 FACTUAL BACKGROUND GIVING RISE TO THIS CLAIM

11 12. This is an action for the recovery of investment losses. One investment is at issue; it  
12 is an unregistered security in the form of a promissory note that was marketed and sold by  
13 Defendants through a "general solicitation" in violation of the Nevada securities laws.  
14 The investment is a short term promissory note issued by a VCC, and personally  
15 guaranteed by Defendant Robinson.

16 13. VCC has defaulted on its payment obligations, which called for it to make monthly  
17 payments of nine percent interest to Plaintiff. VCC has not made payments to Plaintiff  
18 since February, 2015. On August 26, 2017 Plaintiff sent notice of default to VCC and Mr.  
19 Robinson demanding the overdue payments. To date neither VCC nor Robinson has  
20 responded to the letter, or cured the default.

21 14. Defendant Robinson is the chief executive officer of VCC and is a "control person"  
22 under the Nevada securities laws. Mr. Robinson also personally guaranteed the  
23 promissory note purchased by Plaintiff.  
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1 15. Defendant Rodriguez is an officer and director of VCC and is a "control person"  
2 under the Nevada securities laws.

3 16. Plaintiff is informed and believes and thereon alleges that at all relevant times herein  
4 there existed a unity of interest and ownership between VCC and Wintech such that any  
5 corporate individuality and separateness between VCC and Wintech has ceased and that  
6 VCC is the later ego of Wintech. Wintech and its officers so completely dominated,  
7 controlled and managed the operations of VCC (which existed solely as a fund raising  
8 vehicle for Wintech's technology, the ALICE receptionist) that VCC functioned as a mere  
9 instrumentality and conduit through which Wintech operated.

10 17. Furthermore, per Vern Rodriguez' sworn testimony in a separate matter VCC had  
11 "zero employees," VCC "didn't have day to day operations," and VCC's Note offering  
12 "was used to provide funding for Wintech's activities."

13 18. Wintech used VCC as a means to receive money from investors, while avoiding  
14 responsibility for repaying them under the terms of the Notes. As a result, Wintech  
15 through its officers, Robinson and Rodriguez directed Wintech to perpetrate a fraud and  
16 circumvent the interests of justice. Adherence to the fiction of the existence of VCC as an  
17 entity separate and distinct from Wintech would permit an abuse of the corporate privilege  
18 and would sanction fraud and promote injustice in that Plaintiff would be denied a full and  
19 fair recovery in the event the assets of VCC are insufficient to satisfy a judgment entered  
20 against it.

21 19. Defendants VCC and Robinson relied on an outside fund raiser, Defendant Retire  
22 Happy to go out to the investment community with its unlicensed sales representatives, to  
23 bring potential investors to VCC to invest in the company's securities. Mr. Stoll was not  
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1 an employee of VCC, nor was he licensed to sell securities in the state of Nevada or  
2 Kansas (where Plaintiff lived at the time of the investment.)

3 20. Plaintiff is a 65 year old man who lives in Lake Chapala Mexico. Plaintiff was a  
4 lifelong resident of Kansas, but due to the loss of funds in his retirement, he needed to find  
5 a more affordable place to live; Lake Chapala, Mexico was the solution.

6 21. After Plaintiff was laid off from his job of 35 years as a software engineer in 2013 he  
7 began to receive a lot of calls from financial planners and financing companies. One of  
8 these was a call from Defendant Josh Stoll at Retire Happy.

9 22. Mr. Stoll told Plaintiff that since he was retired, he should move his funds to a self-  
10 directed IRA account, where he (Plaintiff) would be able to invest in non-traditional  
11 investments that paid a higher rate of interest.

12 23. Prior to receiving the call from Mr. Stoll, Plaintiff had never met him, nor any of the  
13 employees at Retire Happy or any of the Defendants affiliated with VCC or Wintech.  
14 There was no "pre-existing relationship" between Plaintiff and any of the Defendants.

15 24. Nevertheless, Mr. Stoll began discussing an opportunity to make nine percent by  
16 loaning money to a company that Stoll was familiar with; this company was Virtual  
17 Communications Corp.

18 25. Stoll told Plaintiff that VCC was looking to borrow money for eighteen months and  
19 would pay Plaintiff monthly interest of nine percent until maturity. Stoll told Plaintiff that  
20 VCC was a startup telecommunications company that had a unique product that would  
21 revolutionize the marketplace. This product was the ALICE technology, presently  
22 marketed by Wintech. Stoll told Plaintiff that VCC's financial prospects were bright, and  
23 they only needed a short term "bridge loan" until they did a large public offering of stock.  
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1 To seal the deal, Mr. Stoll told Plaintiff that the CEO of the company, Ronald Robinson  
2 was prepared to personally guarantee the investment.

3 26. As a result of the promised nine percent interest, the representations regarding the  
4 financial stability and prospects of the company, and Mr. Robinson's guarantee, Plaintiff  
5 agreed to purchase the VCC securities.

6 27. Defendant Alisa Davis authorized Retire Happy to keep preprinted VCC promissory  
7 notes, signed and guaranteed by Ronald Robinson (Davis' grandfather) in Retire Happy's  
8 office, where they could input prospective investor's names and the dollar amount  
9 invested into the "blank" sections on the contract.

10 28. Although the preprinted, pre-signed and pre-guaranteed notes all bear Ronald  
11 Robinson's signature, Robinson claims that own Granddaughter - Ms. Davis- was not  
12 authorized to provide those preprinted contracts to Retire Happy, and that Ms. Davis did  
13 so without Robinson's knowledge or permission.

14 29. Ms. Davis also provided Retire Happy with three different power point presentations  
15 related to, and in furtherance of VCC's Note offering whereby the personal guarantee of  
16 Ronald Robinson is touted, as is his substantial multimillion dollar net worth.

17 30. According to Ronald Robinson, these power point presentations were prepared by  
18 Frank Yoder, who was an officer for VCC at the time. Pursuant to sworn deposition  
19 testimony, Robinson has stated that Frank Yoder was not authorized to include Mr.  
20 Robinson's guarantee as part of the three separate presentations, and further, that  
21 Robinson was unaware that Yoder was including the section on Robinson's personal  
22 guarantee in the presentations.

23 31. If Robinson is to be believed, that Alisa Davis and Frank Yoder acted without his  
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1 authorization and knowledge, then the end result is that Yoder and Davis intentionally  
2 mislead VCC Note purchasers, including Plaintiff, by leading them to believe that the  
3 Notes were guaranteed, when they were not.

4 32. In reality, Robinson, Rodriguez VCC and Wintech were all aware that money was  
5 being raised by Retire Happy via the promissory note offering, as money came in to VCC  
6 as a result of Retire Happy's efforts. Furthermore, VCC paid the investors the specific  
7 amount stated under the notes until default, further undermining Robinson's claim that he  
8 was unaware of the offering. In any event, VCC, Wintech and its officers and control  
9 persons received the benefits of the fund raise, and acted consistent with all of the agreed  
10 upon terms.

11 33. Robinson's guarantee was a material aspect of the Note transaction, and Plaintiff  
12 would not have invested without this guarantee.

13 34. On September 23, 2013 Plaintiff invested \$75,000 into a VCC nine percent  
14 promissory note with a maturity of eighteen months. Robinson agreed to guarantee the  
15 note.

16 35. After making the nine percent interest payments for 2014, VCC abruptly stopped  
17 making payments in 2015. The last payment Plaintiff received was in February, 2015. On  
18 August 26, 2017, Plaintiff, through counsel, sent a letter to VCC and Robinson notifying  
19 them that they were in default and giving them ten days to cure. As of the time of the  
20 filing of the complaint, Defendants had not cured the default.

21 36. At present, Plaintiffs' principal investment of \$75,000 appears to be completely lost  
22 as VCC and Mr. Robinson have refused to return the funds.

23 37. Unbeknownst to Plaintiff, Retire Happy and Stoll were compensated by VCC for  
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1 soliciting investors like Plaintiff despite the fact that Retire Happy and Stoll were not  
2 employees of VCC.

3 38. In addition to the improper solicitation, neither VCC nor Retire Happy ever provided  
4 Plaintiff with a private placement memorandum or "audited financials" detailing VCC's  
5 financial status, or risk factors, or proposed use of the funds. Furthermore, none of the  
6 Defendants ever informed Julie Minuskin, owner of Retire Happy was a convicted felon, a  
7 material omission. Had Plaintiff been informed of this material fact, he would never have  
8 agreed to invest with Stoll, Retire Happy or VCC.

9 39. Pursuant to NRS §90.295 the eighteen month promissory note purchased by Plaintiff  
10 are securities. Because VCC did not have a pre-existing relationship with Plaintiff and  
11 relied on Stoll, who was neither an employee of VCC, nor a licensed sales representative  
12 of a broker dealer, the sale of the VCC Note was done in violation of the Nevada  
13 Securities Laws, specifically NRS §§90.310, 90.460 and 90.660.

14 40. None of the Defendants ever apprised Plaintiff of the true financial condition of the  
15 VCC Defendants; the actual use of the funds invested, and never provided Plaintiff with  
16 audited financial statements reflecting the solvency of VCC, any legal actions against it,  
17 the risk factors or Minuskin's criminal background. They also failed to inform Plaintiff  
18 that Retire Happy was an unlicensed broker dealer, and as a result, that he was entitled to  
19 rescind the purchase. These were material omissions

20 41. Neither Stoll nor any of the Defendants ever informed Plaintiff that he had a right to  
21 rescind his transaction as a result of VCC's use of a "general solicitation" to sell their  
22 private placement of securities. This was a material omission.

23 42. In addition to the material omissions described above, Neither Stoll, VCC, nor  
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1 Robinson disclosed the amount of compensation that would be paid to Stoll.

2 43. And as a further misrepresentation, Stoll and Robinson impliedly represented that the  
3 VCC shares were being sold in compliance with all state and federal securities laws.

4 44. As to Yoder and Davis, they provided material assistance by (respectively) putting  
5 together the PowerPoint presentations to show to prospective investors and providing Stoll  
6 with the preprinted notes. If Robinson's sworn testimony is to be believed, that both  
7 Yoder and Davis knowingly included Robinson's guarantee without obtaining his  
8 authorization, then both Yoder and Davis have engaged in fraud against Plaintiff.

9  
10 LEGAL BASIS UPON WHICH RELIEF SHOULD BE GRANTED

11 COUNT ONE – FRAUD, MISREPRESENTATIONS AND OMISSIONS

12 45. Plaintiff incorporates paragraphs 1 through 44, above, as though fully set forth herein.

13 46. The following misrepresentations and omissions were made to the Plaintiff by unlicensed  
14 third party sales representative Stoll, and Robinson, in furtherance of acts undertaken and  
15 authorized by Defendants, and relied on by Plaintiff in making the investment.

- 16 • Defendants, through their actions, lead Plaintiff to believe that the sales of the  
17 promissory notes through Stoll and Retire Happy were in compliance with all  
18 federal and state requirements. In fact, the VCC Notes were unregistered securities  
19 sold through a general solicitation, via an unlicensed broker dealer, and were  
20 therefore unlawfully sold in Nevada;
- 21 • That Plaintiff was entitled to audited financials and a current private placement  
22 memorandum detailing material facts on the VCC offering, such as use of funds,  
23 an accounting, disclosure of the background of the principals and risk factors.

1 Plaintiff did not receive this information from Stoll, Retire Happy, or the  
2 Defendants;

- 3 • Defendant Stoll misled Plaintiff by representing to him that Ronald Robinson  
4 personally guaranteed the promissory note. According to sworn testimony from  
5 Robinson, he never intended to make, nor ever made such guarantees;
- 6 • That Julie Minuskin, owner of Retire Happy was a convicted felon. A reasonable  
7 investor would consider this a material piece of information when deciding  
8 whether to invest;
- 9 • That Stoll and Retire Happy were unlicensed to sell or offer to sell securities in  
10 Nevada and Kansas.

11  
12 47. The following fraudulent acts were done by Yoder and Davis:

- 13 • By Davis: Sending Retire Happy preprinted Notes with Robinson's signed  
14 guarantee for use in soliciting investors (including Plaintiff). If Robinson is to be  
15 believed, Davis sent these presigned Notes without Robinson's authorization, and  
16 without obtaining his consent to use the Notes for capital raising purposes. The  
17 use of this unauthorized Note document resulted in Plaintiff being misled about the  
18 financial backing behind the transaction, and he would not have invested had  
19 Davis and Stoll informed him that Robinson did not intend to guarantee the  
20 transaction
- 21 • By Yoder: Creating and overseeing the use of VCC's PowerPoint presentations  
22 that were used by VCC and Retire Happy to solicit investors. If Robinson is to be  
23 believed, Yoder included Robinson's personal guarantee and net worth information  
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1 in the presentations without Robinson's knowledge or authorization. Since Yoder  
2 was aware that VCC was providing the presentations to Retire Happy for use to  
3 solicit prospective investors, if Robinson is to be believed, Yoder's use of  
4 Robinson's guarantee resulted in material misrepresentations being made to VCC  
5 Note purchasers regarding Robinson's guarantee

6 48. These misrepresentations and omissions were material, and resulted in Plaintiff being  
7 misled about the true nature of the VCC note investments. Plaintiff relied in good faith on  
8 the misrepresentations and omissions to his detriment.

9 49. The result of these misrepresentations and omissions is that Plaintiff was induced to  
10 purchase the VCC investments. Had Defendants provided truthful information to Plaintiff,  
11 Plaintiff would not have invested in the VCC notes.

12 50. The purchase of the VCC investments has resulted in a loss of over \$75,000.

13 COUNT TWO - VIOLATION OF NEVADA UNIFORM SECURITIES ACT §§ NRS

14 90.310, 90.460 and 90.660

15 51. Plaintiff incorporates paragraphs 1 through 44, above, as though fully set forth herein.

16 52. At all times mentioned herein Stoll and Retire Happy acted as sales and marketing  
17 representatives for VCC.

18 53. At all times mentioned herein Mr. Robinson and Mr. Rodriguez were control persons  
19 for VCC.

20 54. At all times mentioned herein the VCC promissory notes purchased by Plaintiff were  
21 securities within the definitions of the Nevada Securities Act.

22 55. At all times mentioned herein the VCC promissory notes were neither registered  
23 pursuant to the Nevada Securities Act, nor exempt from registration.

1 56. At all times mentioned herein, neither Stoll, nor Retire Happy were licensed to sell  
2 securities, nor exempt from licensing pursuant to NRS 90.310.

3 57. At all times mentioned herein the VCC Defendants sold unregistered securities  
4 through unlicensed sales representatives (Stoll and Retire Happy) via a general  
5 solicitation, in violation of the Nevada Securities Act.

6 58. Plaintiff hereby tenders the securities he purchased to Defendants and demands  
7 damages and attorney's fees according to proof.

8 COUNT THREE - VIOLATION OF NEVADA UNIFORM SECURITIES ACT §§

9 NRS 90.570 and 90.660

10 59. Plaintiff incorporates paragraphs 1 through 44, above, as though fully set forth herein.

11 60. At all times mentioned herein Defendants withheld material information about the  
12 VCC investment and the VCC corporation as described above. Had this information  
13 been disclosed to Plaintiff prior to the time he made his investments, he would not  
14 have purchased the VCC notes.

15 61. At all times mentioned herein Davis and Yoder materially aided in the VCC Note  
16 transaction by providing information and the forms necessary to complete the  
17 transaction to Retire Happy (and then to Stoll), whom they knew were raising money  
18 for VCC.

19 62. At all times mentioned herein, Rodriguez and Robinson were control persons for  
20 VCC.

21 63. Defendants VCC and Robinson also failed to inform Plaintiff that by using Retire  
22 Happy to market the VCC shares, they were engaging in a "general solicitation" of  
23 securities, in violation of state and federal securities laws. This was a material  
24

1 omission because Plaintiff would not have invested in the VCC share transactions had  
2 he known that VCC was violating the law in offering the securities to him.

3 64. Defendants also failed to tell Plaintiff that Julie Minuskin, owner of Retire Happy was  
4 a convicted felon. This was a material omission. Any reasonable investor would want  
5 to know that the firm they were relying on for investment advice was run by a  
6 convicted felon.

7 65. At all times mentioned herein, If Robinson is to be believed Davis and Yoder acted  
8 outside the scope of their employment by materially misrepresenting the nature of the  
9 guarantee on the Note offering. Yoder and Davis played significant roles in the  
10 transaction by providing detailed marketing materials to Retire Happy and providing  
11 the actual Notes for their use in soliciting clients. Both Yoder and Davis knew that  
12 Retire Happy and their prospective Note purchasers would be relying on Robinson's  
13 guarantee contained in the PowerPoint presentation and in the preprinted notes.  
14 Despite this knowledge, if Robinson is to be believed, neither Yoder, nor Davis  
15 obtained Robinson's permission to include his guarantee as part of the PowerPoint  
16 presentation or the preprinted Note transaction

17 66. By reason of the conduct alleged herein, Defendants knowingly and/or recklessly,  
18 directly and indirectly have violated the Nevada securities laws in that they made  
19 untrue statements of material facts, and omitted to state material facts necessary in  
20 order to their statements, in light of the circumstances under which they were made,  
21 not misleading, and sold unregistered investments through unlicensed sales  
22 representatives.

23 67. Plaintiff hereby tenders the securities he purchased to Defendants and demands  
24  
25  
26



1 damages and attorney's fees according to proof.

2 COUNT FOUR – BREACH OF WRITTEN CONTRACT

3 68. Plaintiff incorporates paragraphs 1 through 44, above, as though fully set forth herein.

4 69. The VCC promissory note was a written contract. Pursuant to the terms of this  
5 contract, Defendant VCC was to make monthly payments to Plaintiff throughout the  
6 eighteen month term.

7 70. Defendant VCC has not made monthly payments since February, 2015, and Plaintiff,  
8 pursuant to the terms of the note, provided notice of default to VCC on August 26,  
9 2017. Defendants had ten days to cure the default, and they have failed to cure within  
10 that time. As a result, the note provides that all interest and principal payments would  
11 accelerate.

12 71. Plaintiff provided valuable, bargained for consideration by agreeing to loan money to  
13 VCC in exchange for Defendants' promise to pay on the dates specified.

14 72. Plaintiff has not excused Defendants' payment obligations, nor has he provided any  
15 extension for Defendants to make the payments. There are no conditions precedent,  
16 and Plaintiff has performed all acts required to trigger Defendants' obligations to pay.

17 73. Defendant Robinson guaranteed VCC's obligations under the contracts, and is liable to  
18 the same extent as VCC to Plaintiff for the breach of contract.

19 74. As a result of Defendants' failure to honor the contracts, Plaintiff has suffered  
20 damages.

21  
22 Wherefore Plaintiff prays for a joint and several judgment against Defendants as follows:

23 FIRST CLAIM FOR RELIEF  
24  
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1. Damages in excess of \$10,000.00;
2. Attorneys' fees and costs;
3. For a finding by the court that VCC is the alter ego of Wintech; and
4. Such other and further relief as the Court deems just and proper

#### SECOND CLAIM FOR RELIEF

1. Damages in excess of \$10,000.00;
2. Attorneys' fees and costs;
3. For a finding by the court that VCC is the alter ego of Wintech; and
4. Such other and further relief as the Court deems just and proper

#### THIRD CLAIM FOR RELIEF

1. Damages in excess of \$10,000.00;
2. Attorneys' fees and costs;
3. For a finding by the court that VCC is the alter ego of Wintech; and
4. Such other and further relief as the Court deems just and proper

#### FOURTH CLAIM FOR RELIEF

1. Damages in excess of \$10,000.00;
2. Attorneys' fees and costs;
3. For a finding by the court that VCC is the alter ego of Wintech; and
4. Such other and further relief as the Court deems just and proper

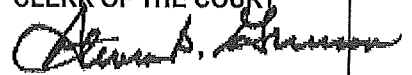
Dated: September 28, 2017 Respectfully submitted.

The Law Office of David Liebrader, Inc.

By:   
David Liebrader

Attorney for Plaintiff

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DAVID LIEBRADER, ESQ.  
STATE BAR NO. 5048  
THE LAW OFFICES OF DAVID LIEBRADER, APC  
3960 HOWARD HUGHES PARKWAY STE 500  
LAS VEGAS, NV 89169  
PH: (702) 380-3131  
Attorney for Plaintiffs

DISTRICT COURT  
CLARK COUNTY, NEVADA

IN THE MATTER BETWEEN ) Case No. A-17-762264-C

Steven A. Hotchkiss, )

) Dept.: 9

PLAINTIFF, )

) NOTICE OF ENTRY OF  
) JUDGMENT

v. )

Ronald J. Robinson, Vernon Rodriguez, Frank  
Yoder, Alisa Davis and DOES 1-10 and ROES 1-  
10, inclusively )

DEFENDANTS )

) CONSOLIDATED WITH

) Case No. A-17-763003-C

Anthony White, Robin Suntheimer, Troy  
Suntheimer, Stephens Ghesquiere, Jackie Stone,  
Gayle Chany, Kendall Smith, Gabriele  
Lavermicocca and Robert Kaiser )

PLAINTIFFS )

v. )

Ronald J. Robinson, Vernon Rodriguez, Virtual  
Communications Corporation, Frank Yoder, Alisa  
Davis and DOES 1-10 and ROES 1-10, inclusively )

TO THE COURT, ALL PARTIES AND INTERESTED PERSONS: Please take notice that  
the Court's **Judgment** was filed with the Clerk on August 21, 2020. See attached.

1 Dated: August 21, 2020

Respectfully submitted,

2 The Law Office of David Liebrader, Inc.

3 By: 

David Liebrader

4 Attorney for Plaintiff

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CERTIFICATE OF MAILING

I hereby certify that on the 21st day of August, 2020, I mailed a copy of the foregoing

**NOTICE OF ENTRY OF ORDER**

to the following

Harold Gewerter, Esq.  
Gewerter Law Firm  
1212 Casino Center Boulevard  
Las Vegas, NV 89104

Scott Fleming, Esq.  
Fleming Law  
9525 Hillwood Dr. Ste. 140  
Las Vegas, NV 89134

/s/: Dianne Bresnahan

\_\_\_\_\_  
An Employee of The Law Office of David Liebrader

## **EXHIBIT “A”**

1 DAVID LIEBRADER, ESQ.  
2 STATE BAR NO. 5048  
3 THE LAW OFFICES OF DAVID LIEBRADER, APC  
4 3960 HOWARD HUGHES PARKWAY STE 500  
5 LAS VEGAS, NV 89169  
6 PH: (702) 380-3131  
7 Attorney for Plaintiff

8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

10 IN THE MATTER BETWEEN ) Case No. A-17-762264-C  
11 Steven A. Hotchkiss, )  
12 ) Dept.: ~~8~~ IX  
13 PLAINTIFF, )  
14 v. ) CONSOLIDATED WITH  
15 Ronald J. Robinson, Vernon Rodriguez, Frank ) Case No. A-17-763003-C  
16 Yoder, Alisa Davis and DOES 1-10 and ROES 1- )  
17 10, inclusively )  
18 DEFENDANTS ) JUDGMENT  
19 )  
20 Anthony White, Robin Suntheimer, Troy )  
21 Suntheimer, Stephens Ghesquiere, Jackie Stone, )  
22 Gayle Chany, Kendall Smith, Gabriele )  
23 Lavermicocca and Robert Kaiser )  
24 PLAINTIFFS, )  
25 v. )  
26 Ronald J. Robinson, Vernon Rodriguez, Virtual )  
Communications Corporation, Frank Yoder, Alisa )  
Davis and DOES 1-10 and ROES 1-10, inclusively )  
DEFENDANTS )

JUDGMENT

This matter was submitted for a bench trial before the Hon. Cristina Silva on  
February June 24-25, 2020.

The Court found Defendant Ronald J. Robinson liable as a guarantor of the



1 Virtual Communications Corporation promissory note, and also found Mr. Robinson  
2 and Defendant Vernon Rodriguez liable for violations of NRS §90.660 (civil liability  
3 under the Nevada Securities Laws) as control persons for Virtual Communications  
4 Corporation.

5 The Court finds that Plaintiffs are entitled to compensatory damages against  
6 Mr. Robinson for breach of contract, as well as under NRS §90.660. Plaintiffs are  
7 also entitled to damages under NRS §90.660 against Mr. Rodriguez.

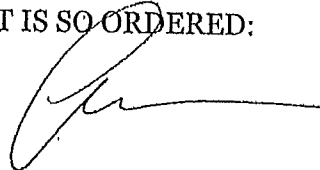
8 Wherefore, it is hereby ordered that Plaintiffs shall have judgment against  
9 Defendant Robinson in the amount of \$1,098,782 comprised of principal in the  
10 amount of \$574,000, interest in the amount of \$258,300, "late fees" of \$12,917 and  
11 attorney's fees of \$253,565, as set forth in Plaintiffs' Statement of Damages filed  
12 February 3, 2020.

13 Plaintiffs shall also have judgment against Defendant Rodriguez, in the  
14 amount of \$960,401, comprised of principal in the amount of \$574,000, interest in  
15 the amount of \$164,770 and attorney's fees in the amount of \$221,631 as set forth in  
16 Plaintiffs' filed February 22, 2020 Statement of Damages.

17 Dated this 21st day of August, 2020

18 IT IS SO ORDERED:

19 Dated this \_\_\_\_\_th day of August, 2020

20   
21 Hon. Cristina Silva  
22 District Court Judge  
23 ~~Dist. Ct. Judge~~  
24 ~~Cristina D. Silva~~  
25 ~~Dist. Ct. Judge~~

26 Submitted by: /s/ David Liebrader  
David Liebrader, Esq.  
Attorney for Plaintiff

EC

1 CSERV

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Steven Hotchkiss, Plaintiff(s)

CASE NO: A-17-762264-C

7 vs.

DEPT. NO. Department 9

8 Ronald Robinson, Defendant(s)

9  
10 AUTOMATED CERTIFICATE OF SERVICE

11 This automated certificate of service was generated by the Eighth Judicial District  
12 Court. The foregoing Judgment was served via the court's electronic eFile system to all  
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 8/21/2020

15 Harold Gewerter

harold@gewerterlaw.com

16 T. Louis Palazzo, Esq.

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17 Celina Moore

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22 Scott Fleming

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