

1 **NOAS**
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LAW OFFICES OF
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6 Henderson, NV 89074
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Electronically Filed
Dec 11 2020 02:31 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

7 Attorneys for defendants
8

9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 COPPER CREEK HOMEOWNERS
12 ASSOCIATION, a Nevada Non-profit
Corporation,

CASE NO.: A-19-791060-C
DEPT NO.: XXVIII

13 Plaintiff,

14 vs.

15 NICKEL MINE AVENUE TRUST, a Nevada
16 irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
17 MAHOGANY MEADOWS AVENUE TRUST,
a Nevada irrevocable trust; SATICOY BAY
18 LLC, a Nevada Limited Liability Company;
DOES I through V; and ROE CORPORATIONS
19 I through V

20 Defendants.

21 **NOTICE OF APPEAL**

22 NOTICE IS HEREBY GIVEN that defendants, Nickel Mine Avenue Trust; Travertine Lane Trust;
23 Mahogany Meadows Avenue Trust; Saticoy Bay, LLC, by and through their attorney, Michael F. Bohn,
24 Esq, hereby appeals to the Supreme Court of Nevada from the Judgment Against Defendant Saticoy Bay
25 Upon Order Granting Plaintiff Cooper Creek Homeowners Association's Motion for an Award of
26 Attorney's Fees and Cost which were entered on November 6, 2020.; Judgment Against Defendant
27

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1 Mahogany Meadows Avenue Trust Upon Order Granting Plaintiff Cooper Creek Homeowners
2 Association's Motion for an Award of Attorneys's Fees and cost which were entered on November 6,
3 2020.; Judgment Against Defendant Nickel Mine Avenue Trust Upon Order Granting Plaintiff Cooper
4 Creek Homeowners Association's Motion for an Award of Attorney's Fees and costs which were entered
5 on November 6, 2020.; and the Judgment Against Defendant Travertine Lane Trust Upon Order Granting
6 Plaintiff Cooper Creek Homeowners Association's Motion for an Award of Attorneys's Fees and costs,
7 which were entered on November 6, 2020.

8 DATED this 7th day of December 2020.

9 LAW OFFICES OF
10 MICHAEL F. BOHN, ESQ., LTD.

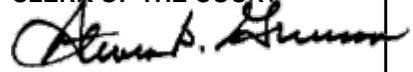
11 By: /s/ /Michael F. Bohn, Esq./
12 MICHAEL F. BOHN, ESQ.
13 2260 Corporate Circle, Suite 480
14 Henderson, NV 89074
15 Attorney for defendants

16 **CERTIFICATE OF SERVICE**

17 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of LAW
18 OFFICES OF MICHAEL F. BOHN., ESQ., and on the 7th day of December, 2020, an electronic copy
19 of the **NOTICE OF APPEAL** was served on opposing counsel via the Court's electronic service system
20 to the following counsel of record:

21 David M. Bray, Esq.
22 BRAY LAW GROUP, LLC
23 1180 N. Town Center Drive, Suite 100
24 Las Vegas, NV 89144
Attorneys for plaintiff

25 /s/ Marc Sameroff/
26 An Employee of the LAW OFFICES OF
27 MICHAEL F. BOHN, ESQ., LTD



1 **ASTA**
MICHAEL F. BOHN, ESQ.
2 Nevada Bar No.: 1641
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7 Attorneys for defendants

8
9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11
12 COPPER CREEK HOMEOWNERS
ASSOCIATION, a Nevada Non-profit
13 Corporation,

14 Plaintiff,

15 vs.

16 NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
17 TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE TRUST,
18 a Nevada irrevocable trust; SATICOY BAY
LLC, a Nevada Limited Liability Company;
19 DOES I through V; and ROE CORPORATIONS
I through V

20 Defendants.

CASE NO.: A-19-791060-C
DEPT NO.: XXVIII

21
22 **CASE APPEAL STATEMENT**

- 23 1. The appellants filing this case appeal statement are defendants Nickel Mine Avenue Trust,
24 Travertine Lane Trust, Mahogany Meadows Avenue Trust, Saticoy Bay, LLC.
- 25 2. The judge issuing the judgment appealed from is the honorable Ronald . Israel.
- 26 3. The parties to the proceedings in District Court are Copper Creek Homeowners Association,
27

1 plaintiff; Nickel Mine Avenue Trust, Travertine Lane Trust, Mahogany Meadows Avenue Trust, Saticoy
2 Bay, LLC, defendants.

3 4. The parties to this appeal are the appellants/defendants Nickel Mine Avenue Trust, Travertine
4 Lane Trust, Mahogany Meadows Avenue Trust, Saticoy Bay, LLC; and Copper Creek Homeowners
5 Association, respondent/plaintiff.

6 5. Counsel for Nickel Mine Avenue Trust, Travertine Lane Trust, Mahogany Meadows Avenue
7 Trust, Saticoy Bay, LLC is Michael F. Bohn, Esq.; 2260 Henderson, NV 89074; (702) 642-3113.
8 Counsel for respondent Copper Creek Homeowners Association, is David M Bray, Esq, Bray Law Group,
9 LLC, 1180 N. Town Center Dr., Ste. 100, Las Vegas, NV 89117; (702) 623-0046.

10 6. The attorneys for both the plaintiff/ respondent and defendant/appellant are licensed in the
11 state of Nevada.

12 7. The appellants was represented by retained counsel in the District Court;

13 8. The appellants are represented by retained counsel on appeal;

14 9. There were no orders granting leave to proceed in forma pauperis;

15 10. The complaint was filed in District Court on March 13, 2019;

16 11. The plaintiff filed this action is seeking money damages for alleged violation of the CC&R's.

17 12. The case has not previously been the subject of an appeal;

18 13. The case does not involve child custody or visitation; and,

19 14. This case is one that may be settled.

20 DATED this 7th day of December 2020.

21 LAW OFFICES OF
22 MICHAEL F. BOHN, ESQ., LTD.

23 By: /s/ /Michael F. Bohn, Esq./
24 MICHAEL F. BOHN, ESQ.
25 2260 Corporate Circle, Suite 480
26 Henderson, NV 89074
27 Attorney for defendnats
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of LAW OFFICES OF MICHAEL F. BOHN., ESQ., and on the 7th day of December, 2020, an electronic copy of the **CASE APPEAL STATEMENT** was served on opposing counsel via the Court’s electronic service system to the following counsel of record:

David M. Bray, Esq.
BRAY LAW GROUP, LLC
1180 N. Town Center Drive, Suite 100
Las Vegas, NV 89144
Attorneys for plaintiff

/s/ Marc Sameroff/
An Employee of the LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-19-791060-C

Copper Creek Homeowners Association, Plaintiff(s)
vs.
Nickel Mine Avenue Trust, Defendant(s)

§
§
§
§
§

Location: **Department 28**
 Judicial Officer: **Israel, Ronald J.**
 Filed on: **03/13/2019**
 Cross-Reference Case Number: **A791060**

CASE INFORMATION

Statistical Closures

11/06/2020 Summary Judgment
 11/06/2020 Summary Judgment
 11/06/2020 Summary Judgment
 11/06/2020 Summary Judgment
 02/25/2020 Summary Judgment

Case Type: **Negligence - Other Negligence**

Case Status: **11/06/2020 Closed**

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number A-19-791060-C
 Court Department 28
 Date Assigned 03/13/2019
 Judicial Officer Israel, Ronald J.

PARTY INFORMATION

		<i>Lead Attorneys</i>
Plaintiff	Copper Creek Homeowners Association	Bray, David M. <i>Retained</i> 702-990-2017(H)
Defendant	Mahogany Meadows Avenue Trust	Bohn, Michael F <i>Retained</i> 702-642-3113(W)
	Nickel Mine Avenue Trust	Bohn, Michael F <i>Retained</i> 702-642-3113(W)
	Saticoy Bay, LLC	Bohn, Michael F <i>Retained</i> 702-642-3113(W)
	Travertine Lane Trust	Bohn, Michael F <i>Retained</i> 702-642-3113(W)

DATE

EVENTS & ORDERS OF THE COURT

INDEX

EVENTS

03/13/2019  **Complaint**
 Filed By: Plaintiff Copper Creek Homeowners Association
Complaint for Damages and Demand for Jury Trial

03/13/2019  **Initial Appearance Fee Disclosure**
 Filed By: Plaintiff Copper Creek Homeowners Association
Initial Appearance Fee Disclosure

04/08/2019  **Affidavit of Service**
 Filed By: Plaintiff Copper Creek Homeowners Association

CASE SUMMARY

CASE NO. A-19-791060-C

Affidavit of Service Upon Saticoy Bay, LLC

- 05/30/2019  Default
Filed By: Plaintiff Copper Creek Homeowners Association
(7/10/19 Set Aside) Default Re: Saticoy Bay, LLC
- 06/17/2019  Acceptance of Service
Filed By: Plaintiff Copper Creek Homeowners Association
Acceptance of Service
- 07/10/2019  Stipulation and Order
Stipulated of Order to Set Aside Default of Saticoy Bay LLC
- 07/10/2019  Notice of Entry
Notice of Entry of Order
- 07/30/2019  Answer to Complaint
Defendant's Answer to Plaintiff's Complaint
- 07/30/2019  Initial Appearance Fee Disclosure
Initial Appearance Fee Disclosure
- 08/29/2019  Opposition to Request for Exemption
Defendants' Opposition to Plaintiff's Request for Exemption to Arbitration
- 09/03/2019  Request for Exemption From Arbitration
Filed by: Plaintiff Copper Creek Homeowners Association
Plaintiff's Request for Exemption from Arbitration
- 09/09/2019  Opposition to Request for Exemption
Defendants' Opposition to Plaintiff's Request for Exemption to Arbitration
- 09/12/2019  Order Shortening Time
Filed By: Plaintiff Copper Creek Homeowners Association
Plaintiff's Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records on Order Shortening Time
- 09/17/2019  ADR - Action Required
ADR - Action Required - To File Supplemental Request for Exemption
- 09/24/2019  Order
Filed By: Plaintiff Copper Creek Homeowners Association
Order Granting Plaintiff's Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records on Order Shortening Time
- 09/25/2019  Notice of Entry
Filed By: Plaintiff Copper Creek Homeowners Association
Notice of Entry of Order Granting Plaintiff's Plaintiff's Motion for Leave to File a Motion for Summary Judgment With Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records on Order Shortening Time
- 09/30/2019  Supplement to Request for Exemption
Filed by: Plaintiff Copper Creek Homeowners Association

CASE SUMMARY
CASE NO. A-19-791060-C

Supplement to Plaintiff's Request for Exemption from Arbitration

- 10/15/2019  Commissioners Decision on Request for Exemption - Granted
Commissioner's Decision on Request for Exemption - GRANTED
- 10/22/2019  Motion for Summary Judgment
Filed By: Plaintiff Copper Creek Homeowners Association
Plaintiff's Motion for Summary Judgment
- 10/22/2019  Initial Appearance Fee Disclosure
Filed By: Plaintiff Copper Creek Homeowners Association
Fee Disclosure re: Plaintiff's Motion for Summary Judgment
- 10/22/2019  Clerk's Notice of Hearing
Notice of Hearing
- 11/07/2019  Opposition to Motion For Summary Judgment
Filed By: Defendant Nickel Mine Avenue Trust; Defendant Travertine Lane Trust; Defendant Mahogany Meadows Avenue Trust; Defendant Saticoy Bay, LLC
Defendants' Opposition to Motion for Summary Judgment
- 11/15/2019  Joint Case Conference Report
Filed By: Plaintiff Copper Creek Homeowners Association
Joint Case Conference Report
- 11/19/2019  Reply in Support
Filed By: Plaintiff Copper Creek Homeowners Association
Plaintiff's Reply in Support of Plaintiff's Motion for Summary Judgment
- 12/04/2019  Affidavit of Service
Filed By: Plaintiff Copper Creek Homeowners Association
Affidavit of Service re: Subpoena Duces Tecume to the Custodian of Records for Turn Key Property Solutions
- 01/14/2020  Stipulation and Order
Filed by: Plaintiff Copper Creek Homeowners Association
Stipulation and Order to Continue Evidentiary Hearing
- 01/14/2020  Notice of Entry
Filed By: Plaintiff Copper Creek Homeowners Association
Notice of Entry of Stipulation and Order to Continue Evidentiary Hearing
- 01/15/2020  Notice
Filed By: Plaintiff Copper Creek Homeowners Association
Notice of Dissociation of Counsel
- 02/06/2020  Brief
Filed By: Plaintiff Copper Creek Homeowners Association
Plaintiff's Evidentiary Brief Regarding Plaintiff's Damages & Injunction Bond
- 02/07/2020  Brief
Filed By: Defendant Nickel Mine Avenue Trust; Defendant Travertine Lane Trust; Defendant Mahogany Meadows Avenue Trust; Defendant Saticoy Bay, LLC
Defendants' Evidentiary Hearing Brief

CASE SUMMARY

CASE NO. A-19-791060-C

- 02/10/2020  Substitution of Attorney
Plaintiff's Substitution of Counsel
- 02/11/2020  Notice
Notice of Rescheduling of Hearing
- 04/03/2020  Order Granting Motion
Order Granting, In Part, And Denying, In Part, Plaintiff's Motion For Summary Judgment
- 04/06/2020  Notice of Entry of Order
Filed By: Plaintiff Copper Creek Homeowners Association
Notice of Entry of Order Granting, In Part, And Denying, In Part, Plaintiff's Motion for Summary Judgment
- 04/06/2020  Order
Filed By: Plaintiff Copper Creek Homeowners Association
(Entered See- 4/3/20) Order Granting, In Part, And Denying, In Part, Plaintiff's Motion for Summary Judgment
- 04/13/2020  Memorandum of Costs and Disbursements
Filed By: Plaintiff Copper Creek Homeowners Association
Plaintiff Copper Creek Homeowners Association's Verified Memorandum of Costs and Disbursements
- 04/27/2020  Motion for Attorney Fees and Costs
Filed By: Plaintiff Copper Creek Homeowners Association
Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs
- 04/30/2020  Clerk's Notice of Nonconforming Document
Clerk's Notice of Nonconforming Document
- 05/01/2020  Clerk's Notice of Nonconforming Document and Curative Action
Clerk's Notice of Curative Action
- 05/15/2020  Opposition to Motion
Filed By: Defendant Nickel Mine Avenue Trust
Defendants' Opposition to Plaintiff's Motion for Attorney's Fees and Costs
- 05/26/2020  Motion for Attorney Fees and Costs
Filed By: Plaintiff Copper Creek Homeowners Association
Plaintiff Copper Creek Homeowners Association's Motion for An Award of Attorneys' Fees and Costs
- 06/01/2020  Clerk's Notice of Nonconforming Document
Clerk's Notice of Nonconforming Document
- 06/03/2020  Motion for Attorney Fees and Costs
Filed By: Plaintiff Copper Creek Homeowners Association
Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs
- 06/03/2020  Reply in Support

CASE SUMMARY

CASE NO. A-19-791060-C

Filed By: Plaintiff Copper Creek Homeowners Association
Plaintiff Copper Creek Homeowners Association's Reply in Support of Motion for An Award of Attorneys' Fee and Costs

06/09/2020



Clerk's Notice of Nonconforming Document
Clerk's Notice of Nonconforming Document

06/17/2020



Request
Filed by: Plaintiff Copper Creek Homeowners Association
Plaintiff's Request For Hearing on Plaintiff's Motion For An Award Of Attorneys Fees And Costs

07/10/2020



Motion to Release Funds
Filed By: Plaintiff Copper Creek Homeowners Association
Plaintiff Copper Creek Homeowners Association's Motion for Release of Injunction Bond

07/13/2020



Clerk's Notice of Hearing
Notice of Hearing

07/16/2020



Clerk's Notice of Hearing
Notice of Change of Hearing

09/25/2020



Order Granting Motion
Filed By: Plaintiff Copper Creek Homeowners Association
Order Granting Plaintiff Copper Creek Homeowners Association's Motion For Release Of Injunction Bond

09/25/2020



Order Granting Motion
Filed By: Plaintiff Copper Creek Homeowners Association
Order Granting Plaintiff Copper Creek Homeowners Association's Motion For An Award Of Attorneys' Fees And Costs

10/01/2020



Notice of Entry
Filed By: Plaintiff Copper Creek Homeowners Association
Notice of Entry of Order Granting Plaintiff Copper Creek Homeowners Association's Motion for An Award of Attorneys' Fees and Costs

10/01/2020



Notice of Entry
Filed By: Plaintiff Copper Creek Homeowners Association
Notice of Entry of Order Granting Plaintiff Copper Creek Homeowners Association's Motion for Release of Injunction Bond

11/06/2020



Judgment
Filed By: Plaintiff Copper Creek Homeowners Association
Judgment Against Defendant Saticoy Bay Upon Order Granting Plaintiff Cooper creek Homeowners Association's Motion for an Award of Attorney's Fees and Cost

11/06/2020



Judgment
Filed By: Plaintiff Copper Creek Homeowners Association
Judgment Against Defendant Mahogany Meadows Avenue Trust Upon Order Granting Plaintiff Cooper Creek Homeowners Association's Motion for an Award of Attorneys's Fees and cosst

11/06/2020



Judgment
Filed By: Plaintiff Copper Creek Homeowners Association

CASE SUMMARY
CASE NO. A-19-791060-C

Judgment Against Defendant Nickel Mine Avenue Trust Upon Order Granting Plaintiff Cooper Creek Homeowners Association's Motion for an Award of Attorneys's Fees and cosst

11/06/2020



Judgment

Filed By: Plaintiff Copper Creek Homeowners Association
Judgment Against Defendant Travertine Lane Trust Upon Order Granting Plaintiff Cooper Creek Homeowners Association's Motion for an Award of Attorneys's Fees and cosst

11/09/2020



Notice of Entry

Filed By: Plaintiff Copper Creek Homeowners Association
Notice of Entry of Judgment Against Defendant Mahogany Meadows Avenue Trust Upon Order Granting Plaintiff Copper Creek Homeowners Association s Motion For An Award Of Attorneys Fees And Costs

11/09/2020



Notice of Entry

Filed By: Plaintiff Copper Creek Homeowners Association
Notice of Entry of Judgment Against Defendant Saticoy Bay LLC Upon Order Granting Plaintiff Copper Creek Homeowners Association s Motion For An Award Of Attorneys Fees And Costs

11/09/2020



Notice of Entry

Filed By: Plaintiff Copper Creek Homeowners Association
Notice of Entry of Judgment Against Defendant Travertine Lane Trust Upon Order Granting Plaintiff Copper Creek Homeowners Association s Motion For An Award Of Attorneys Fees And Costs

11/09/2020



Notice of Entry

Filed By: Plaintiff Copper Creek Homeowners Association
Notice of Entry of Judgment Against Defendant Nickel Mine Avenue Trust Upon Order Granting Plaintiff Copper Creek Homeowners Association s Motion For An Award Of Attorneys Fees And Costs

12/07/2020



Notice of Appeal

Notice of Appeal

12/07/2020



Case Appeal Statement

Case Appeal Statement

DISPOSITIONS

04/03/2020

Partial Summary Judgment (Judicial Officer: Israel, Ronald J.)
 Debtors: Nickel Mine Avenue Trust (Defendant), Travertine Lane Trust (Defendant), Mahogany Meadows Avenue Trust (Defendant), Saticoy Bay, LLC (Defendant)
 Creditors: Copper Creek Homeowners Association (Plaintiff)
 Judgment: 04/03/2020, Docketed: 04/03/2020
 Total Judgment: 6,000.00

09/25/2020

Order (Judicial Officer: Israel, Ronald J.)
 Debtors: Saticoy Bay, LLC (Defendant)
 Creditors: Copper Creek Homeowners Association (Plaintiff)
 Judgment: 09/25/2020, Docketed: 09/28/2020
 Total Judgment: 13,571.35
 Debtors: Nickel Mine Avenue Trust (Defendant)
 Creditors: Copper Creek Homeowners Association (Plaintiff)
 Judgment: 09/25/2020, Docketed: 09/28/2020
 Total Judgment: 13,571.35
 Debtors: Travertine Lane Trust (Defendant)
 Creditors: Copper Creek Homeowners Association (Plaintiff)
 Judgment: 09/25/2020, Docketed: 09/28/2020
 Total Judgment: 6,785.68

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-19-791060-C

Debtors: Mahogany Meadows Avenue Trust (Defendant)
Creditors: Copper Creek Homeowners Association (Plaintiff)
Judgment: 09/25/2020, Docketed: 09/28/2020
Total Judgment: 6,785.68

11/06/2020 **Judgment** (Judicial Officer: Israel, Ronald J.)
Debtors: Saticoy Bay, LLC (Defendant)
Creditors: Copper Creek Homeowners Association (Plaintiff)
Judgment: 11/06/2020, Docketed: 11/09/2020
Total Judgment: 15,571.35

11/06/2020 **Judgment** (Judicial Officer: Israel, Ronald J.)
Debtors: Mahogany Meadows Avenue Trust (Defendant)
Creditors: Copper Creek Homeowners Association (Plaintiff)
Judgment: 11/06/2020, Docketed: 11/09/2020
Total Judgment: 7,785.68

11/06/2020 **Judgment** (Judicial Officer: Israel, Ronald J.)
Debtors: Nickel Mine Avenue Trust (Defendant)
Creditors: Copper Creek Homeowners Association (Plaintiff)
Judgment: 11/06/2020, Docketed: 11/09/2020
Total Judgment: 15,571.35

11/06/2020 **Judgment** (Judicial Officer: Israel, Ronald J.)
Debtors: Travertine Lane Trust (Defendant)
Creditors: Copper Creek Homeowners Association (Plaintiff)
Judgment: 11/06/2020, Docketed: 11/09/2020
Total Judgment: 7,785.68

HEARINGS

09/24/2019  **Motion for Leave** (9:00 AM) (Judicial Officer: Israel, Ronald J.)
Plaintiff's Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records on Order Shortening Time
Granted; Plaintiff's Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records on Order Shortening Time
Journal Entry Details:
Mr. Bray requested to file the motion under seal because they include settlement documents from another case. Court noted there being no opposition, COURT ORDERED, Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records, GRANTED. Court signed the Order, IN OPEN COURT. Mr. Bray further noted he would provide counsel with the un-redacted copy.;

11/26/2019  **Motion for Summary Judgment** (9:00 AM) (Judicial Officer: Israel, Ronald J.)
Plaintiff Motion for Summary Judgment

MINUTES

Motion Granted;
Journal Entry Details:

Court inquired if counsel had anymore to add from their briefings. Mr. Bray stated he did not have more to add, but just wanted to point out there is not much in dispute, especially with the documents that were authenticated pursuant to plaintiffs reply in support of the motion for summary judgment. Court STATED the stipulation is an exception regarding admissibility pursuant to Rule 56(A). Court NOTED it was stipulated to not rent for a year. Mr. Nikci argued they have not received a non-redacted reply and can't respond the way it is drafted. Court NOTED they had a settlement agreement which was signed. Mr. Nikci argued the arguments in the motion do not comply with Rule 56 and the statements in the motion are not admissible as evidence. Court STATED Rule 56 accepts stipulations. Arguments by Mr. Bray and suggested having a evidentiary hearing COURT ORDERED, Partial Summary Judgment GRANTED as to the use of the properties as rentals. The stipulation clearly prohibits this and the stipulation was entered in a Court proceeding. COURT ORDERED, Evidentiary Hearing as to damages exceeding \$1,000.00. Court NOTED the Bond was not addressed in the motion.

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-19-791060-C

Mr. Bray stated the association would be able to post a Bond. The issue of the injunction and bond would be dealt with at the time of the Evidentiary Hearing. Counsel may provide briefs as to the Evidentiary Hearing. 1/16/20 9:00 AM EVIDENTIARY HEARING. CLERK'S NOTE: Minutes prepared by Michele Tucker after reviewing JAVS. 12/23/19;

SCHEDULED HEARINGS



Evidentiary Hearing (02/25/2020 at 9:30 AM) (Judicial Officer: Israel, Ronald J.)

02/25/2020



Evidentiary Hearing (9:30 AM) (Judicial Officer: Israel, Ronald J.)

Decision Made;

Journal Entry Details:

Court noted this matter is regarding damages for the breach of a settlement agreement and further noted the damages are capped at \$1,000.00. Mr. Bray agreed and noted it was \$1,000.00 per home and stated the Home Owners Association (HOA) meets the requirements of NRS 116. Court noted the Settlement Agreement is a contract. Counsel noted concerns of vacant homes and issues with squatters. Colloquy regarding the difficulty to sell the properties when they are in litigation. Upon Court's inquiry, Mr. Nikci noted the settlement agreement was in good faith. Mr. Bray noted the contract in the purchase of the homes was not to rent of the first year. Mr. Bray further noted 6838 Nickel Mine should not be included in the 6 properties and requested \$500.00 per property for a bond in the total amount of \$2,500.00. COURT AWARDED Damages, \$1,000.00 per unit, for six units, Total Amount of \$6,000.00, pursuant to the terms of the agreement. COURT ORDERED, Permanent Injunction, GRANTED, with BOND in the Total Amount of \$2,500.00 for the 5 units. Court directed Mr. Bray to prepare the order. ;

08/13/2020

Motion to Release Funds (3:00 AM) (Judicial Officer: Israel, Ronald J.)

Plaintiff Copper Creek Homeowners Association's Motion for Release of Injunction Bond

Clerical Error

Granted; Plaintiff Copper Creek Homeowners Association's Motion for Release of Injunction Bond

08/13/2020

Motion for Attorney Fees (3:00 AM) (Judicial Officer: Israel, Ronald J.)

Plaintiff's Motion For An Award Of Attorneys' Fees And Costs

Granted; Plaintiff's Motion For An Award Of Attorneys' Fees And Costs

08/13/2020



All Pending Motions (3:00 AM) (Judicial Officer: Israel, Ronald J.)

All Pending Motions (08/13/2020)

Matter Heard; All Pending Motions (08/13/2020)

Journal Entry Details:

PLATINIFF'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND COSTS: Plaintiff filed a Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. Defendants collectively filed an opposition on May 15, 2020. Plaintiff filed a reply on June 3, 2020. Plaintiff seeks an award of attorneys' fees pursuant to the terms of the parties' settlement agreement, NRS 18.010, and NRS 18.020 as the prevailing party in this case. Under NRS 18.010, the compensation of an attorney and counselor for his or her service is governed by agreement, express or implied, which is not restrained by law. In determining the amount of fees to award, the court is not limited to one specific approach; its analysis may begin with any method rationally designed to calculate a reasonable amount, so long as the requested amount is reviewed in light of the Brunzell factors. Logan v. Abe, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015). The Brunzell factors include: (1) the qualities of the advocate: his ability, his training, education, experience, professional standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; (3) the work actually performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether the attorney was successful and what benefits were derived. Brunzell v. Golden Gate Nat. Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). Here, the Court granted in part and denied in part Plaintiff's Motion for Summary Judgment. The Court entered an order on April 3, 2020 and found that Defendants breached the settlement agreement and release between the parties concerning the six subject properties. The Court capped the damages to \$1,000 per home. The Court finds that Plaintiff is the prevailing party in this case given the Court's ruling that Defendants breached the settlement agreement. Thus, pursuant to the terms of the settlement agreement, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party. Further, the Court

CASE SUMMARY

CASE NO. A-19-791060-C

finds that the Brunzell factors are met for the reasons stated in the Motion and Affidavit. Accordingly, the Plaintiff's Motion for Attorneys' Fees and Costs is GRANTED. This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. Plaintiff's counsel is to prepare the Order and submit to Chambers for consideration in accordance with EDCR 7.21. PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION'S MOTION FOR RELEASE OF INJUNCTION BOND: Plaintiff filed a Motion for Release of Injunction Bond on July 10, 2020. There has been no opposition filed. On April 3, 2020, this Court ordered that Plaintiff post an injunctive bond of \$2,500.00 payable to the Clerk of the Court. Defendants did not appeal the issuance of the injunction. Thus, the Court finds that there is no threat of irreparable injury to the Defendants and ORDERS the Clerk of the Court to return the security bond in the amount of \$2,500.00 to the Plaintiff. This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. Plaintiff's counsel is to prepare the Order and submit to Chambers for consideration in accordance with EDCR 7.21. CLERK'S NOTE: A copy of this minute order was e-served to counsel. 08/17/2020 kt;

DATE

FINANCIAL INFORMATION

Defendant Nickel Mine Avenue Trust	
Total Charges	337.00
Total Payments and Credits	337.00
Balance Due as of 12/9/2020	0.00
Plaintiff Copper Creek Homeowners Association	
Total Charges	529.50
Total Payments and Credits	529.50
Balance Due as of 12/9/2020	0.00
Plaintiff Copper Creek Homeowners Association	
Injunction Balance as of 12/9/2020	2,500.00

DISTRICT COURT CIVIL COVER SHEET

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

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

Plaintiff(s) (name/address/phone): COPPER CREEK HOMEOWNERS ASSOCIATION, a Nevada Nonprofit Corporation,	Defendant(s) (name/address/phone): NICKEL MINE AVENUE TRUST, a Nevada irrevocable trust; TRAVERTINE LANE TRUST, a Nevada irrevocable trust; MAHOGANY MEADOWS AVENUE TRUST, a Nevada irrevocable trust; SATICOY BAY, LLC, a Nevada Limited Liability Company
Attorney (name/address/phone): Bradley Epstein, Esq. Angius & Terry LLP 9127 W. Russell Road, Ste. 220, Las Vegas, NV 89148 (702) 990-2017	Attorney (name/address/phone):

CASE NO. A-19-791060-C
 Department 28

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

Civil Case Filing Types

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

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

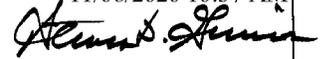
3/13/19

Date

[Signature]

Signature of initiating party or representative

See other side for family-related case filings.



CLERK OF THE COURT

1 **JGJV**

2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorneys for Plaintiff*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 COPPER CREEK HOMEOWNERS
13 ASSOCIATION a Nevada Nonprofit
14 Corporation,

15 Plaintiff,

16 v.

17 NICKEL MINE AVENUE TRUST, a Nevada
18 irrevocable trust; TRAVERTINE LANE
19 TRUST, a Nevada irrevocable trust;
20 MAHOGANY MEADOWS AVENUE
21 TRUST, a Nevada irrevocable trust;
22 SATICOY BAY, LLC, a Nevada Limited
23 Liability Company; DOES I through V; and
24 ROE CORPORATIONS I through V,

25 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**JUDGMENT AGAINST DEFENDANT
SATICOY BAY LLC UPON ORDER
GRANTING PLAINTIFF COPPER
CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

26 On April 3, 2020, an Order was entered by this on Plaintiff COPPER CREEK
27 HOMEOWNERS ASSOCIATION's ("Plaintiff") Motion for Summary Judgment, whereby this
28 Court ordered Defendant SATICOY BAY LLC ("Defendant") breached the Settlement
Agreement and Release between the parties concerning the properties located at 6773 Granite
River Lane; and 6915 Silver State Avenue. The Court capped the damages to one thousand
dollars and zero cents (\$1,000.00) per home. The Court further held that Plaintiff was the

1 prevailing party in this case given the Court's ruling that Defendant breached the settlement
2 agreement. See Exhibit "1".

3 On September 25, 2020, an Order was entered by this Court on Plaintiff's Motion for
4 an Award of Attorneys' Fees and Costs, whereby this Court ordered Defendant to pay allowable
5 attorneys' fees and costs. See Exhibit "2".

6
7 **IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiff, COPPER CREEK
8 HOMEOWNERS ASSOCIATION, have and recovers of Defendant SATICOY BAY, LLC, the
9 following sums:

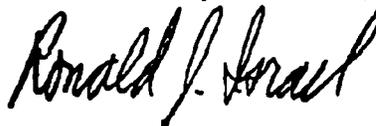
Description	Amounts
Damages	\$2,000.00
Attorneys' Fees & Costs	\$13,571.35
Total Award Amount	\$15,571.35

10
11
12
13 **NOW, THEREFORE,** Judgment in Favor of Plaintiff COPPER CREEK
14 HOMEOWNERS ASSOCIATION is hereby given for fifteen thousand five hundred seventy-
15 one dollars and thirty-five cents (\$15,571.35) against Defendant SATICOY BAY LLC.
16

17 IT IS SO ORDERED.

18 Dated this _____ day of November, 2020.

Dated this 6th day of November, 2020



Honorable Ronald J. Israel
District Court Judge 3558
A-19-791060-C
District Court Judge

SC

23 Submitted by:

24 BRAY LAW GROUP LLC

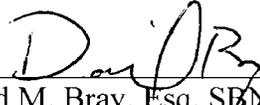
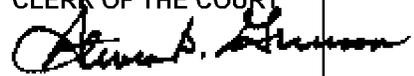
25 By 
26 David M. Bray, Esq. SBN 12706
27 Attorney for Plaintiff

EXHIBIT 1

EXHIBIT 1



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorney for Plaintiff*

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

12 COPPER CREEK HOMEOWNERS
13 ASSOCIATION a Nevada Nonprofit
14 Corporation,

15 Plaintiff,

16 v.

17 NICKEL MINE AVENUE TRUST, a Nevada
18 irrevocable trust; TRAVERTINE LANE
19 TRUST, a Nevada irrevocable trust;
20 MAHOGANY MEADOWS AVENUE
21 TRUST, a Nevada irrevocable trust;
22 SATICOY BAY, LLC, a Nevada Limited
23 Liability Company; DOES I through V; and
24 ROE CORPORATIONS I through V,

25 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

NOTICE OF ENTRY OF ORDER
GRANTING, IN PART, AND DENYING,
IN PART, PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT

26 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

27 PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*
28 *Plaintiff's Motion for Summary Judgment* was entered on April 6, 2020. A true and correct copy

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///

1 is attached hereto.

2 DATED: April 6, 2020.

BRAY LAW GROUP LLC

3 */s/ David Bray*

4 By _____

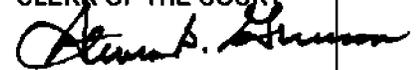
David M. Bray, Esq. SBN 12706
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Attorney for Plaintiff

7
8 **CERTIFICATE OF SERVICE**

9 I hereby certify on this 6th day of April, 2020, I served a true and correct copy of the
10 foregoing **NOTICE OF ENTRY OF ORDER GRANTING, IN PART, AND DENYING,**
11 **IN PART, PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** via the Eighth
12 Judicial District Court electronic filing and service system, on all parties requiring service.
13

14
15 */s/ David Bray*

16 _____
An employee of Bray Law Group LLC



1 **ORDR**

2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorney for Plaintiff*

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

12 COPPER CREEK HOMEOWNERS
13 ASSOCIATION a Nevada Nonprofit
14 Corporation,

15 Plaintiff,

16 v.

17 NICKEL MINE AVENUE TRUST, a Nevada
18 irrevocable trust; TRAVERTINE LANE
19 TRUST, a Nevada irrevocable trust;
20 MAHOGANY MEADOWS AVENUE
21 TRUST, a Nevada irrevocable trust;
22 SATICOY BAY, LLC, a Nevada Limited
23 Liability Company; DOES I through V; and
24 ROE CORPORATIONS I through V,

25 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

ORDER GRANTING, IN PART, AND
DENYING, IN PART, PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT

<input type="checkbox"/> Voluntary Dismissal	<input checked="" type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

26 This case came on regularly before the Court on November 26, 2019 for hearing on
27 Plaintiff's Motion for Summary Judgment. The specific issues of: (1) whether Plaintiff's
28 damages were capped pursuant to NRS 116.31031; and (2) Plaintiff's request for a permanent
injunction were further briefed and argued at an evidentiary hearing on February 25, 2020.
Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), appearing by and
through its attorney, David M. Bray, Esq., of Bray Law Group LLC, and Defendants NICKEL
MINE AVENUE TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS

1 AVENUE TRUST; and SATICOY BAY, LLC (collectively "Defendants"), appearing by and
2 through their attorney, Nikoll Nikci, Esq. of the Law Offices of Michael F. Bohn, Esq., Ltd..
3 The Court having examined all documents and pleadings on file herein, having heard arguments
4 of the parties, and good cause appearing, makes the following findings of fact and conclusions
5 of law.

6
7 **THE COURT FINDS** that Defendants breached the *Settlement Agreement and Release*
8 between Plaintiff and Defendants in that Defendants used the six (6) properties located at 6773
9 Granite River Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777
10 Travertine Lane; 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue (collectively
11 "Subject Homes") as rentals.

12
13 **THE COURT FURTHER FINDS** that NRS 116.31031 capped Plaintiff's damages to
14 one thousand dollars (\$1,000.00) per home.

15 **THE COURT FURTHER FINDS** that one of the Subject Homes located at 6838
16 Nickel Mine Avenue was recently sold and therefore Plaintiff's withdrew its request for a
17 permanent injunction related to that property.

18
19 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that Plaintiff's Motion
20 for Summary Judgment is hereby Granted, in part, in that Defendants have materially breached
21 the *Settlement Agreement and Release* in that Defendants used the Subject Homes as rentals.

22
23 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
24 Plaintiff's Motion for Summary Judgment is hereby Denied, in part, in that Plaintiff's damages
25 are capped, pursuant to NRS 116.31031, to one thousand dollars (\$1,000.00) per home.

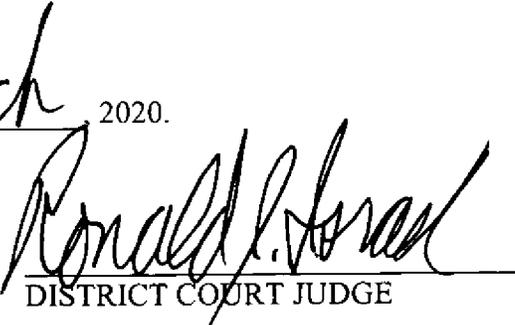
26
27 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
28 Plaintiff's damages for the six (6) Subject Homes is six thousand dollars (\$6,000.00).

1 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
2 Plaintiff's request for a permanent injunction is Granted with Plaintiff having to post an
3 injunctive bond of two thousand five hundred dollars (\$2,500.00) or five hundred dollars
4 (\$500.00) per home to be payable to the Clerk of the Court.

5 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
6 Defendants, their officers, agents, servants, employees, attorneys, successors, assigns, and all
7 persons in active participation or concert with them are permanently restrained and enjoined
8 from doing, causing, or permitting to be done, directly or indirectly, any acts whereby the terms
9 of the *Settlement Agreement and Release* between Plaintiff and Defendants are in any manner
10 violated and Defendants must cease and desist any and all leasing and/or renting of the Subject
11 Homes.
12

13
14 **IT IS SO ORDERED.**

15 DATED this 3 day of March 2020.

16
17
18 
19 DISTRICT COURT JUDGE

20
21 Respectfully submitted by:
22 BRAY LAW GROUP LLC

23 /s/ David M. Bray, Esq.

24 _____
25 David M. Bray, Esq., SBN 12706
26 1180 N. Town Center Dr., Suite 100
27 Las Vegas, Nevada 89144
28 Attorney for Plaintiff

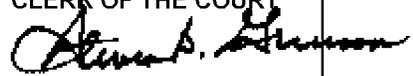
20 Approved as to Form:
21 LAW OFFICES OF MICHEL F. BOHN, ESQ.,
22 LTD.

23 /s/ Nikoll Nikci, Esq.

24 _____
25 Nikoll Nikci, Esq., SBN 10699
26 2260 Corporate Circle, Suite 480
27 Henderson, Nevada 89074
28 Attorneys for Defendants

EXHIBIT 2

EXHIBIT 2



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorneys for Defendant*
10 *Copper Creek Homeowners Association*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9
10 COPPER CREEK HOMEOWNERS
11 ASSOCIATION a Nevada Nonprofit
12 Corporation,

12 Plaintiff,

13 v.

14 NICKEL MINE AVENUE TRUST, a Nevada
15 irrevocable trust; TRAVERTINE LANE
16 TRUST, a Nevada irrevocable trust;
17 MAHOGANY MEADOWS AVENUE
18 TRUST, a Nevada irrevocable trust;
19 SATICOY BAY, LLC, a Nevada Limited
20 Liability Company; DOES I through V; and
21 ROE CORPORATIONS I through V,

22 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF COPPER
CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

21 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

22 PLEASE TAKE NOTICE that an *Order Granting Plaintiff Copper Creek Homeowners*
23 *Association's Motion for an Award of Attorneys' Fees and Costs* was entered on September 25,
24 2020.

25 ///

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A true and correct copy is attached hereto.

Dated this 1st day of October, 2020.

BRAY LAW GROUP LLC

/s/ David Bray

David M. Bray, Esq. SBN 12706
1180 N. Town Center Dr. Ste. 100
Las Vegas, Nevada 89144
Attorney for Defendant
Copper Creek Homeowners Association

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of October, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION’S MOTION FOR AN AWARD OF ATTORNEYS’ FEES AND COSTS** via the Eighth Judicial District Court electronic filing and service system on all parties requiring notice.

/s/ David Bray

An Employee of Bray Law Group LLC

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ORDER

David M. Bray, Esq. SBN 12706
BRAY LAW GROUP LLC
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Telephone: (702) 623-0046
Facsimile: (725) 210-5800
david@braylawgroup.com
Attorney for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING PLAINTIFF
COPPER CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), filed its Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. The Court, after carefully considering the evidence and arguments submitted, the Court **ORDERS** that Plaintiff's Motion for Attorney's Fees and Costs is **GRANTED**.

THE COURT FINDS that Plaintiff's Motion for Summary Judgment filed on October 22, 2019 was granted in part and denied in part.

1 **THE COURT FURTHER FINDS** that an Order on Plaintiff's Motion for Summary
2 Judgment was entered on April 3, 2020 and found that Defendants NICKEL MINE AVENUE
3 TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and
4 SATICOY BAY, LLC (collectively "Defendants") breached the Settlement Agreement and
5 Release between the parties concerning the six (6) properties located at 6773 Granite River
6 Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777 Travertine Lane;
7 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue. The Court capped the damages to
8 one thousand dollars and zero cents (\$1,000.00) per home. The Court finds that Plaintiff is the
9 prevailing party in this case given the Court's ruling that Defendants breached the settlement
10 agreement.
11

12 **THE COURT FINDS** that pursuant to the terms of the Settlement Agreement and
13 Release, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party.
14

15 **THE COURT FURTHER FINDS** that whenever a district court awards attorney's fees
16 and costs, the reasonability of the award must always be a consideration. *Brunzell v. Golden*
17 *Gate Nat. Bank*, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada Supreme Court has provided
18 factors to be utilized in determining whether the fees requested are reasonable, as follows: (1)
19 the qualities of the advocate: his ability, his training, education, experience, professional
20 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its
21 importance, time and skill required, the responsibility imposed and the prominence and
22 character of the parties where they affect the importance of the litigation; (3) the work actually
23 performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether
24 the attorney was successful and what benefits were derived. *Id.* at 349.
25
26
27
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1 **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and
2 Affidavit to be reasonable and adopts the same.

3 **THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiffs be
4 awarded attorneys' fees and costs against each of the Defendants as follows:

Defendant	Attorneys' Fees & Costs
Saticoy Bay LLC • 6773 Granite River Lane • 6915 Silver State Avenue	\$13,571.35
Nickel Mine Avenue Trust • 6892 Nickel Mine Avenue • 6838 Nickel Mine Avenue	\$13,571.35
Travertine Lane Trust • 6777 Travertine Lane	\$6,785.68
Mahogany Meadows Avenue Trust • 6896 Mahogany Meadows Avenue	\$6,785.68

14
15 Dated this ____ day of September, 2020.

16 Dated this 25th day of September, 2020

17 

18 _____
19 Honorable Ronald J. Israel
20 District Court Judge

15B EE9 63B7 5C28

SC

Ronald J. Israel
District Court Judge

A-19-791060-C

21 Submitted by:

22 BRAY LAW GROUP LLC

23 /s/ David M. Bray, Esq.

24
25 _____
26 David M. Bray, Esq. SBN 12706
27 1180 N. Town Center Dr. Ste 100
28 Las Vegas, Nevada 89144
Attorneys for Plaintiff
Copper Creek Homeowners Association

Approved as to Form:

LAW OFFICES OF MICHAEL F. BOHN, ESQ., LTD

/s/ Nikoll Nikci, Esq.

Nikoll Nikci, Esq., SBN 10699
2260 Corporate Circle, Suite 480
Henderson, NV 89074
Attorneys for Defendants

1 **CSERV**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5
6 Copper Creek Homeowners
7 Association, Plaintiff(s)

CASE NO: A-19-791060-C

8 vs.

DEPT. NO. Department 28

9 Nickel Mine Avenue Trust,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 11/6/2020

16 E-Service BohnLawFirm

office@bohnlawfirm.com

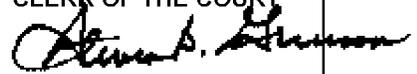
17 Michael Bohn

mbohn@bohnlawfirm.com

18 David Bray

david@braylawgroup.com

19
20
21
22
23
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25
26
27
28



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorneys for Plaintiff*
10 *Copper Creek Homeowners Association*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9
10 COPPER CREEK HOMEOWNERS
11 ASSOCIATION a Nevada Nonprofit
12 Corporation,

12 Plaintiff,

13 v.

14 NICKEL MINE AVENUE TRUST, a Nevada
15 irrevocable trust; TRAVERTINE LANE
16 TRUST, a Nevada irrevocable trust;
17 MAHOGANY MEADOWS AVENUE
18 TRUST, a Nevada irrevocable trust;
19 SATICOY BAY, LLC, a Nevada Limited
20 Liability Company; DOES I through V; and
21 ROE CORPORATIONS I through V,

21 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

**NOTICE OF ENTRY OF JUDGMENT
AGAINST DEFENDANT SATICOY
BAY LLC UPON ORDER GRANTING
PLAINTIFF COPPER CREEK
HOMEOWNERS ASSOCIATION'S
MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND COSTS**

22 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

23 PLEASE TAKE NOTICE that a *Judgment Against Defendant Saticoy Bay Llc Upon*
24 *Order Granting Plaintiff Copper Creek Homeowners Association's Motion For An Award Of*
25 *Attorneys' Fees And Costs* was entered on November 6, 2020.

26 ///

27 ///

1 A true and correct copy is attached hereto.

2 Dated this 9th day of November, 2020.

BRAY LAW GROUP LLC

3 */s/ David Bray*

4 David M. Bray, Esq. SBN 12706
5 1180 N. Town Center Dr. Ste. 100
6 Las Vegas, Nevada 89144
7 *Attorney for Defendant*
Copper Creek Homeowners Association

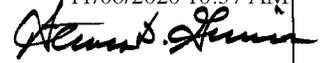
8 **CERTIFICATE OF SERVICE**

9 I hereby certify that on this 9th day of November, 2020, I served a true and correct copy
10 of the foregoing **NOTICE OF ENTRY OF JUDGMENT AGAINST DEFENDANT**
11 **SATICOY BAY LLC UPON ORDER GRANTING PLAINTIFF COPPER CREEK**
12 **HOMEOWNERS ASSOCIATION’S MOTION FOR AN AWARD OF ATTORNEYS’**
13 **FEES AND COSTS** via the Eighth Judicial District Court electronic filing and service system
14 on all parties requiring notice.
15

16 */s/ David Bray*

17 An Employee of Bray Law Group LLC

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19
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27
28



CLERK OF THE COURT

JGJV

David M. Bray, Esq. SBN 12706
BRAY LAW GROUP LLC
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Telephone: (702) 623-0046
Facsimile: (725) 210-5800
david@braylawgroup.com
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**JUDGMENT AGAINST DEFENDANT
SATICOY BAY LLC UPON ORDER
GRANTING PLAINTIFF COPPER
CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

On April 3, 2020, an Order was entered by this on Plaintiff COPPER CREEK HOMEOWNERS ASSOCIATION's ("Plaintiff") Motion for Summary Judgment, whereby this Court ordered Defendant SATICOY BAY LLC ("Defendant") breached the Settlement Agreement and Release between the parties concerning the properties located at 6773 Granite River Lane; and 6915 Silver State Avenue. The Court capped the damages to one thousand dollars and zero cents (\$1,000.00) per home. The Court further held that Plaintiff was the

1 prevailing party in this case given the Court's ruling that Defendant breached the settlement
2 agreement. *See* Exhibit "1".

3 On September 25, 2020, an Order was entered by this Court on Plaintiff's Motion for
4 an Award of Attorneys' Fees and Costs, whereby this Court ordered Defendant to pay allowable
5 attorneys' fees and costs. *See* Exhibit "2".

6
7 **IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiff, COPPER CREEK
8 HOMEOWNERS ASSOCIATION, have and recovers of Defendant SATICOY BAY, LLC, the
9 following sums:

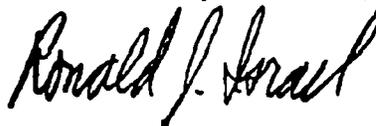
Description	Amounts
Damages	\$2,000.00
Attorneys' Fees & Costs	\$13,571.35
Total Award Amount	\$15,571.35

10
11
12
13 **NOW, THEREFORE,** Judgment in Favor of Plaintiff COPPER CREEK
14 HOMEOWNERS ASSOCIATION is hereby given for fifteen thousand five hundred seventy-
15 one dollars and thirty-five cents (\$15,571.35) against Defendant SATICOY BAY LLC.
16

17 IT IS SO ORDERED.

18 Dated this _____ day of November, 2020.

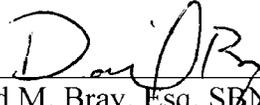
19 Dated this 6th day of November, 2020

20 

21
22 Honorable Ronald J. Israel
23 District Court Judge 3558
24 A-19-791060-6
25 District Court Judge

23 Submitted by:

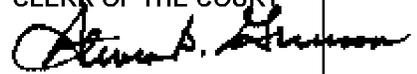
24 BRAY LAW GROUP LLC

25 By 
26 David M. Bray, Esq. SBN 12706
27 Attorney for Plaintiff

SC

EXHIBIT 1

EXHIBIT 1



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorney for Plaintiff*

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

12 COPPER CREEK HOMEOWNERS
13 ASSOCIATION a Nevada Nonprofit
14 Corporation,

15 Plaintiff,

16 v.

17 NICKEL MINE AVENUE TRUST, a Nevada
18 irrevocable trust; TRAVERTINE LANE
19 TRUST, a Nevada irrevocable trust;
20 MAHOGANY MEADOWS AVENUE
21 TRUST, a Nevada irrevocable trust;
22 SATICOY BAY, LLC, a Nevada Limited
23 Liability Company; DOES I through V; and
24 ROE CORPORATIONS I through V,

25 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

NOTICE OF ENTRY OF ORDER
GRANTING, IN PART, AND DENYING,
IN PART, PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT

26 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

27 PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*
28 *Plaintiff's Motion for Summary Judgment* was entered on April 6, 2020. A true and correct copy

///

///

///

///

1 is attached hereto.

2 DATED: April 6, 2020.

BRAY LAW GROUP LLC

3 */s/ David Bray*

4 By _____

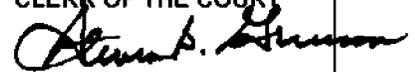
David M. Bray, Esq. SBN 12706
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Attorney for Plaintiff

7
8 **CERTIFICATE OF SERVICE**

9 I hereby certify on this 6th day of April, 2020, I served a true and correct copy of the
10 foregoing **NOTICE OF ENTRY OF ORDER GRANTING, IN PART, AND DENYING,**
11 **IN PART, PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** via the Eighth
12 Judicial District Court electronic filing and service system, on all parties requiring service.
13

14
15 */s/ David Bray*

16 _____
An employee of Bray Law Group LLC



1 **ORDR**

2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorney for Plaintiff*

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 COPPER CREEK HOMEOWNERS
10 ASSOCIATION a Nevada Nonprofit
11 Corporation,

11 Plaintiff,

12 v.

13 NICKEL MINE AVENUE TRUST, a Nevada
14 irrevocable trust; TRAVERTINE LANE
15 TRUST, a Nevada irrevocable trust;
16 MAHOGANY MEADOWS AVENUE
17 TRUST, a Nevada irrevocable trust;
18 SATICOY BAY, LLC, a Nevada Limited
19 Liability Company; DOES I through V; and
20 ROE CORPORATIONS I through V,

19 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING, IN PART, AND
DENYING, IN PART, PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT**

<input type="checkbox"/> Voluntary Dismissal	<input checked="" type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

20 This case came on regularly before the Court on November 26, 2019 for hearing on
21 Plaintiff's Motion for Summary Judgment. The specific issues of: (1) whether Plaintiff's
22 damages were capped pursuant to NRS 116.31031; and (2) Plaintiff's request for a permanent
23 injunction were further briefed and argued at an evidentiary hearing on February 25, 2020.
24 Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), appearing by and
25 through its attorney, David M. Bray, Esq., of Bray Law Group LLC, and Defendants NICKEL
26 MINE AVENUE TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS
27
28

1 AVENUE TRUST; and SATICOY BAY, LLC (collectively "Defendants"), appearing by and
2 through their attorney, Nikoll Nikci, Esq. of the Law Offices of Michael F. Bohn, Esq., Ltd..
3 The Court having examined all documents and pleadings on file herein, having heard arguments
4 of the parties, and good cause appearing, makes the following findings of fact and conclusions
5 of law.

6
7 **THE COURT FINDS** that Defendants breached the *Settlement Agreement and Release*
8 between Plaintiff and Defendants in that Defendants used the six (6) properties located at 6773
9 Granite River Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777
10 Travertine Lane; 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue (collectively
11 "Subject Homes") as rentals.

12
13 **THE COURT FURTHER FINDS** that NRS 116.31031 capped Plaintiff's damages to
14 one thousand dollars (\$1,000.00) per home.

15 **THE COURT FURTHER FINDS** that one of the Subject Homes located at 6838
16 Nickel Mine Avenue was recently sold and therefore Plaintiff's withdrew its request for a
17 permanent injunction related to that property.

18
19 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that Plaintiff's Motion
20 for Summary Judgment is hereby Granted, in part, in that Defendants have materially breached
21 the *Settlement Agreement and Release* in that Defendants used the Subject Homes as rentals.

22
23 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
24 Plaintiff's Motion for Summary Judgment is hereby Denied, in part, in that Plaintiff's damages
25 are capped, pursuant to NRS 116.31031, to one thousand dollars (\$1,000.00) per home.

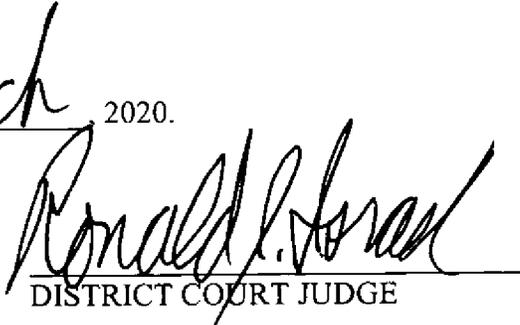
26
27 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
28 Plaintiff's damages for the six (6) Subject Homes is six thousand dollars (\$6,000.00).

1 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
2 Plaintiff's request for a permanent injunction is Granted with Plaintiff having to post an
3 injunctive bond of two thousand five hundred dollars (\$2,500.00) or five hundred dollars
4 (\$500.00) per home to be payable to the Clerk of the Court.

5 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
6 Defendants, their officers, agents, servants, employees, attorneys, successors, assigns, and all
7 persons in active participation or concert with them are permanently restrained and enjoined
8 from doing, causing, or permitting to be done, directly or indirectly, any acts whereby the terms
9 of the *Settlement Agreement and Release* between Plaintiff and Defendants are in any manner
10 violated and Defendants must cease and desist any and all leasing and/or renting of the Subject
11 Homes.
12

13
14 **IT IS SO ORDERED.**

15 DATED this 3 day of March 2020.

16
17
18 
19 _____
20 DISTRICT COURT JUDGE

21 Respectfully submitted by:
22 BRAY LAW GROUP LLC

23 /s/ David M. Bray, Esq.

24 _____
25 David M. Bray, Esq., SBN 12706
26 1180 N. Town Center Dr., Suite 100
27 Las Vegas, Nevada 89144
28 Attorney for Plaintiff

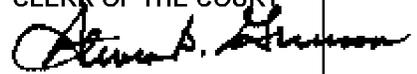
21 Approved as to Form:
22 LAW OFFICES OF MICHEL F. BOHN, ESQ.,
23 LTD.

24 /s/ Nikoll Nikci, Esq.

25 _____
26 Nikoll Nikci, Esq., SBN 10699
27 2260 Corporate Circle, Suite 480
28 Henderson, Nevada 89074
 Attorneys for Defendants

EXHIBIT 2

EXHIBIT 2



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorneys for Defendant*
10 *Copper Creek Homeowners Association*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9
10 COPPER CREEK HOMEOWNERS
11 ASSOCIATION a Nevada Nonprofit
12 Corporation,

13 Plaintiff,

14 v.

15 NICKEL MINE AVENUE TRUST, a Nevada
16 irrevocable trust; TRAVERTINE LANE
17 TRUST, a Nevada irrevocable trust;
18 MAHOGANY MEADOWS AVENUE
19 TRUST, a Nevada irrevocable trust;
20 SATICOY BAY, LLC, a Nevada Limited
21 Liability Company; DOES I through V; and
22 ROE CORPORATIONS I through V,

23 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF COPPER
CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

24 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

25 PLEASE TAKE NOTICE that an *Order Granting Plaintiff Copper Creek Homeowners*
26 *Association's Motion for an Award of Attorneys' Fees and Costs* was entered on September 25,
27 2020.

28 ///

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A true and correct copy is attached hereto.

Dated this 1st day of October, 2020.

BRAY LAW GROUP LLC

/s/ David Bray

David M. Bray, Esq. SBN 12706
1180 N. Town Center Dr. Ste. 100
Las Vegas, Nevada 89144
Attorney for Defendant
Copper Creek Homeowners Association

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of October, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION’S MOTION FOR AN AWARD OF ATTORNEYS’ FEES AND COSTS** via the Eighth Judicial District Court electronic filing and service system on all parties requiring notice.

/s/ David Bray

An Employee of Bray Law Group LLC

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ORDER
David M. Bray, Esq. SBN 12706
BRAY LAW GROUP LLC
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Telephone: (702) 623-0046
Facsimile: (725) 210-5800
david@braylawgroup.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING PLAINTIFF
COPPER CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), filed its Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. The Court, after carefully considering the evidence and arguments submitted, the Court **ORDERS** that Plaintiff's Motion for Attorney's Fees and Costs is **GRANTED**.

THE COURT FINDS that Plaintiff's Motion for Summary Judgment filed on October 22, 2019 was granted in part and denied in part.

1 **THE COURT FURTHER FINDS** that an Order on Plaintiff's Motion for Summary
2 Judgment was entered on April 3, 2020 and found that Defendants NICKEL MINE AVENUE
3 TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and
4 SATICOY BAY, LLC (collectively "Defendants") breached the Settlement Agreement and
5 Release between the parties concerning the six (6) properties located at 6773 Granite River
6 Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777 Travertine Lane;
7 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue. The Court capped the damages to
8 one thousand dollars and zero cents (\$1,000.00) per home. The Court finds that Plaintiff is the
9 prevailing party in this case given the Court's ruling that Defendants breached the settlement
10 agreement.
11

12 **THE COURT FINDS** that pursuant to the terms of the Settlement Agreement and
13 Release, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party.
14

15 **THE COURT FURTHER FINDS** that whenever a district court awards attorney's fees
16 and costs, the reasonability of the award must always be a consideration. *Brunzell v. Golden*
17 *Gate Nat. Bank*, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada Supreme Court has provided
18 factors to be utilized in determining whether the fees requested are reasonable, as follows: (1)
19 the qualities of the advocate: his ability, his training, education, experience, professional
20 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its
21 importance, time and skill required, the responsibility imposed and the prominence and
22 character of the parties where they affect the importance of the litigation; (3) the work actually
23 performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether
24 the attorney was successful and what benefits were derived. *Id.* at 349.
25
26
27
28

1 THE COURT FURTHER FINDS the *Brunzell* analysis in Plaintiff's Motion and
2 Affidavit to be reasonable and adopts the same.

3 THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that Plaintiffs be
4 awarded attorneys' fees and costs against each of the Defendants as follows:

Defendant	Attorneys' Fees & Costs
Saticoy Bay LLC • 6773 Granite River Lane • 6915 Silver State Avenue	\$13,571.35
Nickel Mine Avenue Trust • 6892 Nickel Mine Avenue • 6838 Nickel Mine Avenue	\$13,571.35
Travertine Lane Trust • 6777 Travertine Lane	\$6,785.68
Mahogany Meadows Avenue Trust • 6896 Mahogany Meadows Avenue	\$6,785.68

14 Dated this ____ day of September, 2020.

15 Dated this 25th day of September, 2020

16 

17
18 Honorable Ronald J. Israel
19 District Court Judge

15B EE9 63B7 5C28

SC

Ronald J. Israel
District Court Judge

A-19-791060-C

20 Submitted by:

Approved as to Form:

21 BRAY LAW GROUP LLC

LAW OFFICES OF MICHAEL F. BOHN, ESQ., LTD

22 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

23
24
25 David M. Bray, Esq. SBN 12706
26 1180 N. Town Center Dr. Ste 100
27 Las Vegas, Nevada 89144

Attorneys for Plaintiff
Copper Creek Homeowners Association

Nikoll Nikci, Esq., SBN 10699
2260 Corporate Circle, Suite 480
Henderson, NV 89074

Attorneys for Defendants

1 **CSERV**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5
6 Copper Creek Homeowners
7 Association, Plaintiff(s)

CASE NO: A-19-791060-C

8 vs.

DEPT. NO. Department 28

9 Nickel Mine Avenue Trust,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 11/6/2020

16 E-Service BohnLawFirm

office@bohnlawfirm.com

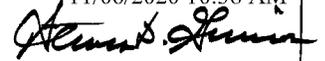
17 Michael Bohn

mbohn@bohnlawfirm.com

18 David Bray

david@braylawgroup.com

19
20
21
22
23
24
25
26
27
28



CLERK OF THE COURT

1 **JGJV**

2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorneys for Plaintiff*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 COPPER CREEK HOMEOWNERS
10 ASSOCIATION a Nevada Nonprofit
11 Corporation,

12 Plaintiff,

13 v.

14 NICKEL MINE AVENUE TRUST, a Nevada
15 irrevocable trust; TRAVERTINE LANE
16 TRUST, a Nevada irrevocable trust;
17 MAHOGANY MEADOWS AVENUE
18 TRUST, a Nevada irrevocable trust;
19 SATICOY BAY, LLC, a Nevada Limited
20 Liability Company; DOES I through V; and
21 ROE CORPORATIONS I through V,

22 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**JUDGMENT AGAINST DEFENDANT
MAHOGANY MEADOWS AVENUE
TRUST UPON ORDER GRANTING
PLAINTIFF COPPER CREEK
HOMEOWNERS ASSOCIATION'S
MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND COSTS**

23 On April 3, 2020, an Order was entered by this on Plaintiff COPPER CREEK
24 HOMEOWNERS ASSOCIATION's ("Plaintiff") Motion for Summary Judgment, whereby this
25 Court ordered Defendant MAHOGANY MEADOWS AVENUE TRUST ("Defendant")
26 breached the Settlement Agreement and Release between the parties concerning the property
27 located at 6896 Mahogany Meadows Avenue. The Court capped the damages to one thousand
28 dollars and zero cents (\$1,000.00). The Court further held that Plaintiff was the prevailing party

1 in this case given the Court's ruling that Defendant breached the settlement agreement. *See*
2 Exhibit "1".

3 On September 25, 2020, an Order was entered by this Court on Plaintiff's Motion for
4 an Award of Attorneys' Fees and Costs, whereby this Court ordered Defendant to pay allowable
5 attorneys' fees and costs. *See* Exhibit "2".
6

7 **IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiff, COPPER CREEK
8 HOMEOWNERS ASSOCIATION, have and recovers of Defendant MAHOGANY
9 MEADOWS AVENUE TRUST, the following sums:

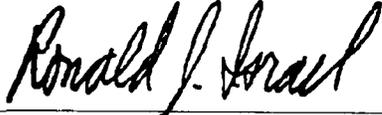
Description	Amounts
Damages	\$1,000.00
Attorneys' Fees & Costs Incurred	\$6,785.68
Total Award Amount	\$7,785.68

13
14 **NOW, THEREFORE**, Judgment in Favor of Copper Creek Homeowners Association
15 is hereby given for seven thousand seven hundred eighty-five dollars and sixty-eight cents
16 against Defendant MAHOGANY MEADOWS AVENUE TRUST

17 IT IS SO ORDERED.

18 Dated this _____ day of November, 2020.

Dated this 6th day of November, 2020



Honorable Ronald J. Israel
District Court Judge
488 EFC 9603 A888
AR 701 06 Israel
District Court Judge

SC

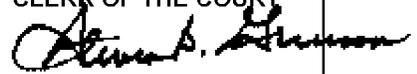
23 Submitted by:

24 BRAY LAW GROUP LLC

25 By 
26 David M. Bray, Esq. SBN 12706
27 Attorney for Plaintiff

EXHIBIT 1

EXHIBIT 1



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorney for Plaintiff*

DISTRICT COURT
CLARK COUNTY, NEVADA

9 COPPER CREEK HOMEOWNERS
10 ASSOCIATION a Nevada Nonprofit
11 Corporation,
12
13 Plaintiff,
14 v.
15 NICKEL MINE AVENUE TRUST, a Nevada
16 irrevocable trust; TRAVERTINE LANE
17 TRUST, a Nevada irrevocable trust;
18 MAHOGANY MEADOWS AVENUE
19 TRUST, a Nevada irrevocable trust;
20 SATICOY BAY, LLC, a Nevada Limited
21 Liability Company; DOES I through V; and
22 ROE CORPORATIONS I through V,
23
24 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

NOTICE OF ENTRY OF ORDER
GRANTING, IN PART, AND DENYING,
IN PART, PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT

20 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD
21
22 PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*
23 *Plaintiff's Motion for Summary Judgment* was entered on April 6, 2020. A true and correct copy

24 ///
25 ///
26 ///
27 ///
28 ///

1 is attached hereto.

2 DATED: April 6, 2020.

BRAY LAW GROUP LLC

3 */s/ David Bray*

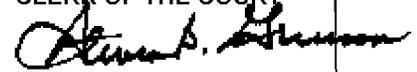
4 By _____
5 David M. Bray, Esq. SBN 12706
6 1180 N. Town Center Dr. Ste. 100
7 Las Vegas, NV 89144
8 *Attorney for Plaintiff*

9 **CERTIFICATE OF SERVICE**

10 I hereby certify on this 6th day of April, 2020, I served a true and correct copy of the
11 foregoing **NOTICE OF ENTRY OF ORDER GRANTING, IN PART, AND DENYING,**
12 **IN PART, PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** via the Eighth
13 Judicial District Court electronic filing and service system, on all parties requiring service.

14 */s/ David Bray*

15 _____
16 An employee of Bray Law Group LLC



ORDR

David M. Bray, Esq. SBN 12706
BRAY LAW GROUP LLC
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Telephone: (702) 623-0046
Facsimile: (725) 210-5800
david@braylawgroup.com
Attorney for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING, IN PART, AND
DENYING, IN PART, PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT**

<input type="checkbox"/> Voluntary Dismissal	<input checked="" type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

This case came on regularly before the Court on November 26, 2019 for hearing on Plaintiff's Motion for Summary Judgment. The specific issues of: (1) whether Plaintiff's damages were capped pursuant to NRS 116.31031; and (2) Plaintiff's request for a permanent injunction were further briefed and argued at an evidentiary hearing on February 25, 2020. Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), appearing by and through its attorney, David M. Bray, Esq., of Bray Law Group LLC, and Defendants NICKEL MINE AVENUE TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS

1 AVENUE TRUST; and SATICOY BAY, LLC (collectively "Defendants"), appearing by and
2 through their attorney, Nikoll Nikci, Esq. of the Law Offices of Michael F. Bohn, Esq., Ltd..
3 The Court having examined all documents and pleadings on file herein, having heard arguments
4 of the parties, and good cause appearing, makes the following findings of fact and conclusions
5 of law.

6
7 **THE COURT FINDS** that Defendants breached the *Settlement Agreement and Release*
8 between Plaintiff and Defendants in that Defendants used the six (6) properties located at 6773
9 Granite River Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777
10 Travertine Lane; 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue (collectively
11 "Subject Homes") as rentals.

12
13 **THE COURT FURTHER FINDS** that NRS 116.31031 capped Plaintiff's damages to
14 one thousand dollars (\$1,000.00) per home.

15 **THE COURT FURTHER FINDS** that one of the Subject Homes located at 6838
16 Nickel Mine Avenue was recently sold and therefore Plaintiff's withdrew its request for a
17 permanent injunction related to that property.

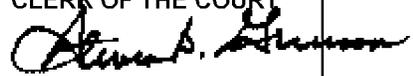
18
19 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that Plaintiff's Motion
20 for Summary Judgment is hereby Granted, in part, in that Defendants have materially breached
21 the *Settlement Agreement and Release* in that Defendants used the Subject Homes as rentals.

22
23 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
24 Plaintiff's Motion for Summary Judgment is hereby Denied, in part, in that Plaintiff's damages
25 are capped, pursuant to NRS 116.31031, to one thousand dollars (\$1,000.00) per home.

26
27 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
28 Plaintiff's damages for the six (6) Subject Homes is six thousand dollars (\$6,000.00).

EXHIBIT 2

EXHIBIT 2



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorneys for Defendant*
10 *Copper Creek Homeowners Association*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9
10 COPPER CREEK HOMEOWNERS
11 ASSOCIATION a Nevada Nonprofit
12 Corporation,

12 Plaintiff,

13 v.

14 NICKEL MINE AVENUE TRUST, a Nevada
15 irrevocable trust; TRAVERTINE LANE
16 TRUST, a Nevada irrevocable trust;
17 MAHOGANY MEADOWS AVENUE
18 TRUST, a Nevada irrevocable trust;
19 SATICOY BAY, LLC, a Nevada Limited
20 Liability Company; DOES I through V; and
21 ROE CORPORATIONS I through V,

22 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF COPPER
CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

21 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

22 PLEASE TAKE NOTICE that an *Order Granting Plaintiff Copper Creek Homeowners*
23 *Association's Motion for an Award of Attorneys' Fees and Costs* was entered on September 25,
24 2020.

25 ///

26 ///

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///

A true and correct copy is attached hereto.

Dated this 1st day of October, 2020.

BRAY LAW GROUP LLC

/s/ David Bray

David M. Bray, Esq. SBN 12706
1180 N. Town Center Dr. Ste. 100
Las Vegas, Nevada 89144
Attorney for Defendant
Copper Creek Homeowners Association

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of October, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION’S MOTION FOR AN AWARD OF ATTORNEYS’ FEES AND COSTS** via the Eighth Judicial District Court electronic filing and service system on all parties requiring notice.

/s/ David Bray

An Employee of Bray Law Group LLC

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ORDER
David M. Bray, Esq. SBN 12706
BRAY LAW GROUP LLC
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Telephone: (702) 623-0046
Facsimile: (725) 210-5800
david@braylawgroup.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING PLAINTIFF
COPPER CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), filed its
Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. The Court, after
carefully considering the evidence and arguments submitted, the Court **ORDERS** that
Plaintiff's Motion for Attorney's Fees and Costs is **GRANTED**.

THE COURT FINDS that Plaintiff's Motion for Summary Judgment filed on October
22, 2019 was granted in part and denied in part.

1 **THE COURT FURTHER FINDS** that an Order on Plaintiff's Motion for Summary
2 Judgment was entered on April 3, 2020 and found that Defendants NICKEL MINE AVENUE
3 TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and
4 SATICOY BAY, LLC (collectively "Defendants") breached the Settlement Agreement and
5 Release between the parties concerning the six (6) properties located at 6773 Granite River
6 Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777 Travertine Lane;
7 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue. The Court capped the damages to
8 one thousand dollars and zero cents (\$1,000.00) per home. The Court finds that Plaintiff is the
9 prevailing party in this case given the Court's ruling that Defendants breached the settlement
10 agreement.
11

12 **THE COURT FINDS** that pursuant to the terms of the Settlement Agreement and
13 Release, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party.
14

15 **THE COURT FURTHER FINDS** that whenever a district court awards attorney's fees
16 and costs, the reasonability of the award must always be a consideration. *Brunzell v. Golden*
17 *Gate Nat. Bank*, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada Supreme Court has provided
18 factors to be utilized in determining whether the fees requested are reasonable, as follows: (1)
19 the qualities of the advocate: his ability, his training, education, experience, professional
20 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its
21 importance, time and skill required, the responsibility imposed and the prominence and
22 character of the parties where they affect the importance of the litigation; (3) the work actually
23 performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether
24 the attorney was successful and what benefits were derived. *Id.* at 349.
25
26
27
28

1 **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and
2 Affidavit to be reasonable and adopts the same.

3 **THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiffs be
4 awarded attorneys' fees and costs against each of the Defendants as follows:

Defendant	Attorneys' Fees & Costs
Saticoy Bay LLC • 6773 Granite River Lane • 6915 Silver State Avenue	\$13,571.35
Nickel Mine Avenue Trust • 6892 Nickel Mine Avenue • 6838 Nickel Mine Avenue	\$13,571.35
Travertine Lane Trust • 6777 Travertine Lane	\$6,785.68
Mahogany Meadows Avenue Trust • 6896 Mahogany Meadows Avenue	\$6,785.68

14
15 Dated this ____ day of September, 2020.

16 Dated this 25th day of September, 2020

17 

18 _____
19 Honorable Ronald J. Israel
20 District Court Judge

15B EE9 63B7 5C28

SC

Ronald J. Israel
District Court Judge

A-19-791060-C

21 Submitted by:

22 BRAY LAW GROUP LLC

23 /s/ David M. Bray, Esq.

24
25 _____
26 David M. Bray, Esq. SBN 12706
27 1180 N. Town Center Dr. Ste 100
28 Las Vegas, Nevada 89144
Attorneys for Plaintiff
Copper Creek Homeowners Association

Approved as to Form:

LAW OFFICES OF MICHAEL F. BOHN, ESQ., LTD

/s/ Nikoll Nikci, Esq.

Nikoll Nikci, Esq., SBN 10699
2260 Corporate Circle, Suite 480
Henderson, NV 89074
Attorneys for Defendants

1 **CSERV**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5
6 Copper Creek Homeowners
7 Association, Plaintiff(s)

CASE NO: A-19-791060-C

8 vs.

DEPT. NO. Department 28

9 Nickel Mine Avenue Trust,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 11/6/2020

16 E-Service BohnLawFirm

office@bohnlawfirm.com

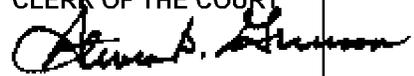
17 Michael Bohn

mbohn@bohnlawfirm.com

18 David Bray

david@braylawgroup.com

19
20
21
22
23
24
25
26
27
28



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorneys for Plaintiff*
10 *Copper Creek Homeowners Association*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 COPPER CREEK HOMEOWNERS
14 ASSOCIATION a Nevada Nonprofit
15 Corporation,

16 Plaintiff,

17 v.

18 NICKEL MINE AVENUE TRUST, a Nevada
19 irrevocable trust; TRAVERTINE LANE
20 TRUST, a Nevada irrevocable trust;
21 MAHOGANY MEADOWS AVENUE
22 TRUST, a Nevada irrevocable trust;
23 SATICOY BAY, LLC, a Nevada Limited
24 Liability Company; DOES I through V; and
25 ROE CORPORATIONS I through V,

26 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**NOTICE OF ENTRY OF JUDGMENT
AGAINST DEFENDANT MAHOGANY
MEADOWS AVENUE TRUST UPON
ORDER GRANTING PLAINTIFF
COPPER CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

27 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

28 PLEASE TAKE NOTICE that a *Judgment Against Defendant Mahogany Meadows Avenue Trust Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion For An Award Of Attorneys' Fees And Costs* was entered on November 6, 2020.

///

///

1 A true and correct copy is attached hereto.

2 Dated this 9th day of November, 2020.

BRAY LAW GROUP LLC

3 */s/ David Bray*

4 David M. Bray, Esq. SBN 12706
5 1180 N. Town Center Dr. Ste. 100
6 Las Vegas, Nevada 89144
7 *Attorney for Defendant*
Copper Creek Homeowners Association

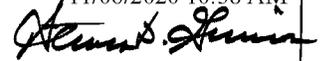
8 **CERTIFICATE OF SERVICE**

9 I hereby certify that on this 9th day of November, 2020, I served a true and correct copy
10 of the foregoing **NOTICE OF ENTRY OF JUDGMENT AGAINST DEFENDANT**
11 **MAHOGANY MEADOWS AVENUE TRUST UPON ORDER GRANTING PLAINTIFF**
12 **COPPER CREEK HOMEOWNERS ASSOCIATION’S MOTION FOR AN AWARD OF**
13 **ATTORNEYS’ FEES AND COSTS** via the Eighth Judicial District Court electronic filing
14 and service system on all parties requiring notice.
15

16 */s/ David Bray*

17 An Employee of Bray Law Group LLC

18
19
20
21
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CLERK OF THE COURT

JGJV

David M. Bray, Esq. SBN 12706
BRAY LAW GROUP LLC
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Telephone: (702) 623-0046
Facsimile: (725) 210-5800
david@braylawgroup.com
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**JUDGMENT AGAINST DEFENDANT
MAHOGANY MEADOWS AVENUE
TRUST UPON ORDER GRANTING
PLAINTIFF COPPER CREEK
HOMEOWNERS ASSOCIATION'S
MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND COSTS**

On April 3, 2020, an Order was entered by this on Plaintiff COPPER CREEK HOMEOWNERS ASSOCIATION's ("Plaintiff") Motion for Summary Judgment, whereby this Court ordered Defendant MAHOGANY MEADOWS AVENUE TRUST ("Defendant") breached the Settlement Agreement and Release between the parties concerning the property located at 6896 Mahogany Meadows Avenue. The Court capped the damages to one thousand dollars and zero cents (\$1,000.00). The Court further held that Plaintiff was the prevailing party

1 in this case given the Court's ruling that Defendant breached the settlement agreement. *See*
2 Exhibit "1".

3 On September 25, 2020, an Order was entered by this Court on Plaintiff's Motion for
4 an Award of Attorneys' Fees and Costs, whereby this Court ordered Defendant to pay allowable
5 attorneys' fees and costs. *See* Exhibit "2".
6

7 **IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiff, COPPER CREEK
8 HOMEOWNERS ASSOCIATION, have and recovers of Defendant MAHOGANY
9 MEADOWS AVENUE TRUST, the following sums:

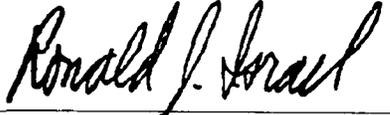
Description	Amounts
Damages	\$1,000.00
Attorneys' Fees & Costs Incurred	\$6,785.68
Total Award Amount	\$7,785.68

13 **NOW, THEREFORE**, Judgment in Favor of Copper Creek Homeowners Association
14 is hereby given for seven thousand seven hundred eighty-five dollars and sixty-eight cents
15 against Defendant MAHOGANY MEADOWS AVENUE TRUST
16

17 IT IS SO ORDERED.

18 Dated this _____ day of November, 2020.

Dated this 6th day of November, 2020



Honorable Ronald J. Israel
District Court Judge
488 EFC 9603 A888
AR 70106 Israel
District Court Judge

SC

23 Submitted by:

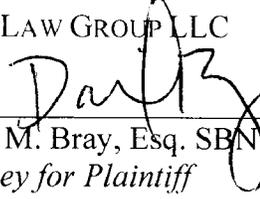
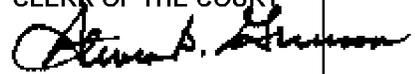
24 BRAY LAW GROUP LLC
25 By 
26 David M. Bray, Esq. SBN 12706
27 Attorney for Plaintiff

EXHIBIT 1

EXHIBIT 1



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorney for Plaintiff*

DISTRICT COURT
CLARK COUNTY, NEVADA

9 COPPER CREEK HOMEOWNERS
10 ASSOCIATION a Nevada Nonprofit
11 Corporation,
12
13 Plaintiff,
14 v.
15 NICKEL MINE AVENUE TRUST, a Nevada
16 irrevocable trust; TRAVERTINE LANE
17 TRUST, a Nevada irrevocable trust;
18 MAHOGANY MEADOWS AVENUE
19 TRUST, a Nevada irrevocable trust;
20 SATICOY BAY, LLC, a Nevada Limited
21 Liability Company; DOES I through V; and
22 ROE CORPORATIONS I through V,
23
24 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

NOTICE OF ENTRY OF ORDER
GRANTING, IN PART, AND DENYING,
IN PART, PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT

20 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD
21
22 PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*
23 *Plaintiff's Motion for Summary Judgment* was entered on April 6, 2020. A true and correct copy

24 ///
25 ///
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28 ///

1 is attached hereto.

2 DATED: April 6, 2020.

BRAY LAW GROUP LLC

3 */s/ David Bray*

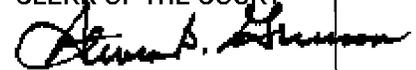
4 By _____
5 David M. Bray, Esq. SBN 12706
6 1180 N. Town Center Dr. Ste. 100
7 Las Vegas, NV 89144
8 *Attorney for Plaintiff*

9 **CERTIFICATE OF SERVICE**

10 I hereby certify on this 6th day of April, 2020, I served a true and correct copy of the
11 foregoing **NOTICE OF ENTRY OF ORDER GRANTING, IN PART, AND DENYING,**
12 **IN PART, PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** via the Eighth
13 Judicial District Court electronic filing and service system, on all parties requiring service.

14 */s/ David Bray*

15 _____
16 An employee of Bray Law Group LLC



ORDR

David M. Bray, Esq. SBN 12706
BRAY LAW GROUP LLC
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Telephone: (702) 623-0046
Facsimile: (725) 210-5800
david@braylawgroup.com
Attorney for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING, IN PART, AND
DENYING, IN PART, PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT**

<input type="checkbox"/> Voluntary Dismissal	<input checked="" type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

This case came on regularly before the Court on November 26, 2019 for hearing on Plaintiff's Motion for Summary Judgment. The specific issues of: (1) whether Plaintiff's damages were capped pursuant to NRS 116.31031; and (2) Plaintiff's request for a permanent injunction were further briefed and argued at an evidentiary hearing on February 25, 2020. Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), appearing by and through its attorney, David M. Bray, Esq., of Bray Law Group LLC, and Defendants NICKEL MINE AVENUE TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS

1 AVENUE TRUST; and SATICOY BAY, LLC (collectively "Defendants"), appearing by and
2 through their attorney, Nikoll Nikci, Esq. of the Law Offices of Michael F. Bohn, Esq., Ltd..
3 The Court having examined all documents and pleadings on file herein, having heard arguments
4 of the parties, and good cause appearing, makes the following findings of fact and conclusions
5 of law.

6
7 **THE COURT FINDS** that Defendants breached the *Settlement Agreement and Release*
8 between Plaintiff and Defendants in that Defendants used the six (6) properties located at 6773
9 Granite River Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777
10 Travertine Lane; 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue (collectively
11 "Subject Homes") as rentals.

12
13 **THE COURT FURTHER FINDS** that NRS 116.31031 capped Plaintiff's damages to
14 one thousand dollars (\$1,000.00) per home.

15 **THE COURT FURTHER FINDS** that one of the Subject Homes located at 6838
16 Nickel Mine Avenue was recently sold and therefore Plaintiff's withdrew its request for a
17 permanent injunction related to that property.

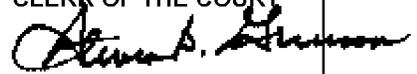
18
19 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that Plaintiff's Motion
20 for Summary Judgment is hereby Granted, in part, in that Defendants have materially breached
21 the *Settlement Agreement and Release* in that Defendants used the Subject Homes as rentals.

22
23 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
24 Plaintiff's Motion for Summary Judgment is hereby Denied, in part, in that Plaintiff's damages
25 are capped, pursuant to NRS 116.31031, to one thousand dollars (\$1,000.00) per home.

26
27 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
28 Plaintiff's damages for the six (6) Subject Homes is six thousand dollars (\$6,000.00).

EXHIBIT 2

EXHIBIT 2



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorneys for Defendant*
10 *Copper Creek Homeowners Association*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9
10 COPPER CREEK HOMEOWNERS
11 ASSOCIATION a Nevada Nonprofit
12 Corporation,

13 Plaintiff,

14 v.

15 NICKEL MINE AVENUE TRUST, a Nevada
16 irrevocable trust; TRAVERTINE LANE
17 TRUST, a Nevada irrevocable trust;
18 MAHOGANY MEADOWS AVENUE
19 TRUST, a Nevada irrevocable trust;
20 SATICOY BAY, LLC, a Nevada Limited
21 Liability Company; DOES I through V; and
22 ROE CORPORATIONS I through V,

23 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF COPPER
CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

24 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

25 PLEASE TAKE NOTICE that an *Order Granting Plaintiff Copper Creek Homeowners*
26 *Association's Motion for an Award of Attorneys' Fees and Costs* was entered on September 25,
27 2020.

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A true and correct copy is attached hereto.

Dated this 1st day of October, 2020.

BRAY LAW GROUP LLC

/s/ David Bray

David M. Bray, Esq. SBN 12706
1180 N. Town Center Dr. Ste. 100
Las Vegas, Nevada 89144
Attorney for Defendant
Copper Creek Homeowners Association

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of October, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION’S MOTION FOR AN AWARD OF ATTORNEYS’ FEES AND COSTS** via the Eighth Judicial District Court electronic filing and service system on all parties requiring notice.

/s/ David Bray

An Employee of Bray Law Group LLC

1 **ORDER**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorney for Plaintiff*

DISTRICT COURT
CLARK COUNTY, NEVADA

9 COPPER CREEK HOMEOWNERS
10 ASSOCIATION a Nevada Nonprofit
11 Corporation,
12
13 Plaintiff,
14 v.
15 NICKEL MINE AVENUE TRUST, a Nevada
16 irrevocable trust; TRAVERTINE LANE
17 TRUST, a Nevada irrevocable trust;
18 MAHOGANY MEADOWS AVENUE
19 TRUST, a Nevada irrevocable trust;
20 SATICOY BAY, LLC, a Nevada Limited
21 Liability Company; DOES I through V; and
22 ROE CORPORATIONS I through V,
23
24 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

**ORDER GRANTING PLAINTIFF
COPPER CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

20 Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), filed its
21 Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. The Court, after
22 carefully considering the evidence and arguments submitted, the Court **ORDERS** that
23 Plaintiff's Motion for Attorney's Fees and Costs is **GRANTED**.

24 **THE COURT FINDS** that Plaintiff's Motion for Summary Judgment filed on October
25 22, 2019 was granted in part and denied in part.

1 **THE COURT FURTHER FINDS** that an Order on Plaintiff's Motion for Summary
2 Judgment was entered on April 3, 2020 and found that Defendants NICKEL MINE AVENUE
3 TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and
4 SATICOY BAY, LLC (collectively "Defendants") breached the Settlement Agreement and
5 Release between the parties concerning the six (6) properties located at 6773 Granite River
6 Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777 Travertine Lane;
7 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue. The Court capped the damages to
8 one thousand dollars and zero cents (\$1,000.00) per home. The Court finds that Plaintiff is the
9 prevailing party in this case given the Court's ruling that Defendants breached the settlement
10 agreement.
11

12 **THE COURT FINDS** that pursuant to the terms of the Settlement Agreement and
13 Release, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party.
14

15 **THE COURT FURTHER FINDS** that whenever a district court awards attorney's fees
16 and costs, the reasonability of the award must always be a consideration. *Brunzell v. Golden*
17 *Gate Nat. Bank*, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada Supreme Court has provided
18 factors to be utilized in determining whether the fees requested are reasonable, as follows: (1)
19 the qualities of the advocate: his ability, his training, education, experience, professional
20 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its
21 importance, time and skill required, the responsibility imposed and the prominence and
22 character of the parties where they affect the importance of the litigation; (3) the work actually
23 performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether
24 the attorney was successful and what benefits were derived. *Id.* at 349.
25
26
27
28

1 THE COURT FURTHER FINDS the *Brunzell* analysis in Plaintiff's Motion and
2 Affidavit to be reasonable and adopts the same.

3 THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that Plaintiffs be
4 awarded attorneys' fees and costs against each of the Defendants as follows:

Defendant	Attorneys' Fees & Costs
Saticoy Bay LLC • 6773 Granite River Lane • 6915 Silver State Avenue	\$13,571.35
Nickel Mine Avenue Trust • 6892 Nickel Mine Avenue • 6838 Nickel Mine Avenue	\$13,571.35
Travertine Lane Trust • 6777 Travertine Lane	\$6,785.68
Mahogany Meadows Avenue Trust • 6896 Mahogany Meadows Avenue	\$6,785.68

14 Dated this ____ day of September, 2020.

15 Dated this 25th day of September, 2020

16 

17
18 Honorable Ronald J. Israel
19 District Court Judge
20 15B EE9 63B7 5C28 SC
21 Ronald J. Israel
22 District Court Judge
23 A-19-791060-C

24 Submitted by:

25 BRAY LAW GROUP LLC

26 /s/ David M. Bray, Esq.

27 _____
28 David M. Bray, Esq. SBN 12706
1180 N. Town Center Dr. Ste 100
Las Vegas, Nevada 89144
Attorneys for Plaintiff
Copper Creek Homeowners Association

Approved as to Form:

LAW OFFICES OF MICHAEL F. BOHN, ESQ., LTD

/s/ Nikoll Nikci, Esq.

Nikoll Nikci, Esq., SBN 10699
2260 Corporate Circle, Suite 480
Henderson, NV 89074
Attorneys for Defendants

1 **CSERV**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5
6 Copper Creek Homeowners
7 Association, Plaintiff(s)

CASE NO: A-19-791060-C

8 vs.

DEPT. NO. Department 28

9 Nickel Mine Avenue Trust,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 11/6/2020

16 E-Service BohnLawFirm

office@bohnlawfirm.com

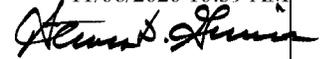
17 Michael Bohn

mbohn@bohnlawfirm.com

18 David Bray

david@braylawgroup.com

19
20
21
22
23
24
25
26
27
28



CLERK OF THE COURT

1 **JGJV**

2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorneys for Plaintiff*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 COPPER CREEK HOMEOWNERS
10 ASSOCIATION a Nevada Nonprofit
11 Corporation,

11 Plaintiff,

12 v.

13 NICKEL MINE AVENUE TRUST, a Nevada
14 irrevocable trust; TRAVERTINE LANE
15 TRUST, a Nevada irrevocable trust;
16 MAHOGANY MEADOWS AVENUE
17 TRUST, a Nevada irrevocable trust;
18 SATICOY BAY, LLC, a Nevada Limited
19 Liability Company; DOES I through V; and
20 ROE CORPORATIONS I through V,

19 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**JUDGMENT AGAINST DEFENDANT
NICKEL MINE AVENUE TRUST
UPON ORDER GRANTING
PLAINTIFF COPPER CREEK
HOMEOWNERS ASSOCIATION'S
MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND COSTS**

21 On April 3, 2020, an Order was entered by this on Plaintiff COPPER CREEK
22 HOMEOWNERS ASSOCIATION's ("Plaintiff") Motion for Summary Judgment, whereby this
23 Court ordered Defendant NICKEL MINE AVENUE TRUST ("Defendant") breached the
24 Settlement Agreement and Release between the parties concerning the properties located at
25 6892 Nickel Mine Avenue; and 6838 Nickel Mine Avenue. The Court capped the damages to
26 one thousand dollars and zero cents (\$1,000.00) per home. The Court further held that Plaintiff
27

28

1 was the prevailing party in this case given the Court's ruling that Defendant breached the
2 settlement agreement. See Exhibit "1".

3 On September 25, 2020, an Order was entered by this Court on Plaintiff's Motion for
4 an Award of Attorneys' Fees and Costs, whereby this Court ordered Defendant to pay allowable
5 attorneys' fees and costs. See Exhibit "2".

6
7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff, COPPER
8 CREEK HOMEOWNERS ASSOCIATION, have and recovers of Defendant NICKEL MINE
9 AVENUE TRUST, the following sums:

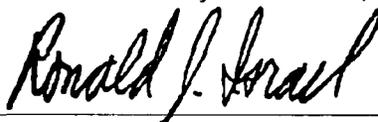
Description	Amounts
Damages	\$2,000.00
Attorneys' Fees & Costs Incurred	\$13,571.35
Total Award Amount	\$15,571.35

10
11
12
13 **NOW, THEREFORE,** Judgment in Favor of Plaintiff COPPER CREEK
14 HOMEOWNERS ASSOCIATION is hereby given for fifteen thousand five hundred seventy-
15 one dollars and thirty-five cents (\$15,571.35) against Defendant NICKEL MINE AVENUE
16 TRUST.

17
18 IT IS SO ORDERED.

19 Dated this _____ day of November, 2020.

20
21 Dated this 6th day of November, 2020

22 

23 Honorable Ronald J. Israel
24 District Court Judge
25 A39 110 8C5E-2EFB
26 Ronald J. Israel
27 District Court Judge

SC

28 Submitted by:

BRAY LAW GROUP LLC

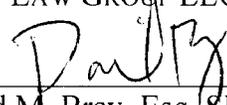
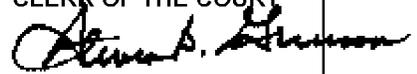
29 By 
30 David M. Bray, Esq. SBN 12706
31 Attorney for Plaintiff

EXHIBIT 1

EXHIBIT 1



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorney for Plaintiff*

DISTRICT COURT
CLARK COUNTY, NEVADA

9 COPPER CREEK HOMEOWNERS
10 ASSOCIATION a Nevada Nonprofit
11 Corporation,
12
13 Plaintiff,
14 v.
15 NICKEL MINE AVENUE TRUST, a Nevada
16 irrevocable trust; TRAVERTINE LANE
17 TRUST, a Nevada irrevocable trust;
18 MAHOGANY MEADOWS AVENUE
19 TRUST, a Nevada irrevocable trust;
20 SATICOY BAY, LLC, a Nevada Limited
21 Liability Company; DOES I through V; and
22 ROE CORPORATIONS I through V,
23
24 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

NOTICE OF ENTRY OF ORDER
GRANTING, IN PART, AND DENYING,
IN PART, PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT

20 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD
21
22 PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*
23 *Plaintiff's Motion for Summary Judgment* was entered on April 6, 2020. A true and correct copy

24 ///
25 ///
26 ///
27 ///
28 ///

1 is attached hereto.

2 DATED: April 6, 2020.

BRAY LAW GROUP LLC

3 */s/ David Bray*

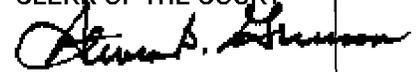
4 By _____
5 David M. Bray, Esq. SBN 12706
6 1180 N. Town Center Dr. Ste. 100
7 Las Vegas, NV 89144
8 *Attorney for Plaintiff*

9 **CERTIFICATE OF SERVICE**

10 I hereby certify on this 6th day of April, 2020, I served a true and correct copy of the
11 foregoing **NOTICE OF ENTRY OF ORDER GRANTING, IN PART, AND DENYING,**
12 **IN PART, PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** via the Eighth
13 Judicial District Court electronic filing and service system, on all parties requiring service.

14 */s/ David Bray*

15 _____
16 An employee of Bray Law Group LLC



ORDR

David M. Bray, Esq. SBN 12706
BRAY LAW GROUP LLC
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Telephone: (702) 623-0046
Facsimile: (725) 210-5800
david@braylawgroup.com
Attorney for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING, IN PART, AND
DENYING, IN PART, PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT**

<input type="checkbox"/> Voluntary Dismissal	<input checked="" type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

This case came on regularly before the Court on November 26, 2019 for hearing on Plaintiff's Motion for Summary Judgment. The specific issues of: (1) whether Plaintiff's damages were capped pursuant to NRS 116.31031; and (2) Plaintiff's request for a permanent injunction were further briefed and argued at an evidentiary hearing on February 25, 2020. Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), appearing by and through its attorney, David M. Bray, Esq., of Bray Law Group LLC, and Defendants NICKEL MINE AVENUE TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS

1 AVENUE TRUST; and SATICOY BAY, LLC (collectively "Defendants"), appearing by and
2 through their attorney, Nikoll Nikci, Esq. of the Law Offices of Michael F. Bohn, Esq., Ltd..
3 The Court having examined all documents and pleadings on file herein, having heard arguments
4 of the parties, and good cause appearing, makes the following findings of fact and conclusions
5 of law.

6
7 **THE COURT FINDS** that Defendants breached the *Settlement Agreement and Release*
8 between Plaintiff and Defendants in that Defendants used the six (6) properties located at 6773
9 Granite River Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777
10 Travertine Lane; 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue (collectively
11 "Subject Homes") as rentals.

12
13 **THE COURT FURTHER FINDS** that NRS 116.31031 capped Plaintiff's damages to
14 one thousand dollars (\$1,000.00) per home.

15 **THE COURT FURTHER FINDS** that one of the Subject Homes located at 6838
16 Nickel Mine Avenue was recently sold and therefore Plaintiff's withdrew its request for a
17 permanent injunction related to that property.

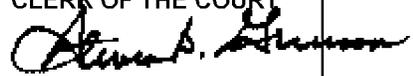
18
19 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that Plaintiff's Motion
20 for Summary Judgment is hereby Granted, in part, in that Defendants have materially breached
21 the *Settlement Agreement and Release* in that Defendants used the Subject Homes as rentals.

22
23 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
24 Plaintiff's Motion for Summary Judgment is hereby Denied, in part, in that Plaintiff's damages
25 are capped, pursuant to NRS 116.31031, to one thousand dollars (\$1,000.00) per home.

26
27 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
28 Plaintiff's damages for the six (6) Subject Homes is six thousand dollars (\$6,000.00).

EXHIBIT 2

EXHIBIT 2



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorneys for Defendant*
10 *Copper Creek Homeowners Association*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9
10 COPPER CREEK HOMEOWNERS
11 ASSOCIATION a Nevada Nonprofit
12 Corporation,

12 Plaintiff,

13 v.

14 NICKEL MINE AVENUE TRUST, a Nevada
15 irrevocable trust; TRAVERTINE LANE
16 TRUST, a Nevada irrevocable trust;
17 MAHOGANY MEADOWS AVENUE
18 TRUST, a Nevada irrevocable trust;
19 SATICOY BAY, LLC, a Nevada Limited
20 Liability Company; DOES I through V; and
21 ROE CORPORATIONS I through V,

21 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF COPPER
CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

22 **TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD**

23 PLEASE TAKE NOTICE that an *Order Granting Plaintiff Copper Creek Homeowners*
24 *Association's Motion for an Award of Attorneys' Fees and Costs* was entered on September 25,
25 2020.

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A true and correct copy is attached hereto.

Dated this 1st day of October, 2020.

BRAY LAW GROUP LLC

/s/ David Bray

David M. Bray, Esq. SBN 12706
1180 N. Town Center Dr. Ste. 100
Las Vegas, Nevada 89144
Attorney for Defendant
Copper Creek Homeowners Association

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of October, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION’S MOTION FOR AN AWARD OF ATTORNEYS’ FEES AND COSTS** via the Eighth Judicial District Court electronic filing and service system on all parties requiring notice.

/s/ David Bray

An Employee of Bray Law Group LLC

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ORDR
David M. Bray, Esq. SBN 12706
BRAY LAW GROUP LLC
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Telephone: (702) 623-0046
Facsimile: (725) 210-5800
david@braylawgroup.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING PLAINTIFF
COPPER CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), filed its Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. The Court, after carefully considering the evidence and arguments submitted, the Court **ORDERS** that Plaintiff's Motion for Attorney's Fees and Costs is **GRANTED**.

THE COURT FINDS that Plaintiff's Motion for Summary Judgment filed on October 22, 2019 was granted in part and denied in part.

1 **THE COURT FURTHER FINDS** that an Order on Plaintiff's Motion for Summary
2 Judgment was entered on April 3, 2020 and found that Defendants NICKEL MINE AVENUE
3 TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and
4 SATICOY BAY, LLC (collectively "Defendants") breached the Settlement Agreement and
5 Release between the parties concerning the six (6) properties located at 6773 Granite River
6 Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777 Travertine Lane;
7 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue. The Court capped the damages to
8 one thousand dollars and zero cents (\$1,000.00) per home. The Court finds that Plaintiff is the
9 prevailing party in this case given the Court's ruling that Defendants breached the settlement
10 agreement.
11

12 **THE COURT FINDS** that pursuant to the terms of the Settlement Agreement and
13 Release, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party.
14

15 **THE COURT FURTHER FINDS** that whenever a district court awards attorney's fees
16 and costs, the reasonability of the award must always be a consideration. *Brunzell v. Golden*
17 *Gate Nat. Bank*, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada Supreme Court has provided
18 factors to be utilized in determining whether the fees requested are reasonable, as follows: (1)
19 the qualities of the advocate: his ability, his training, education, experience, professional
20 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its
21 importance, time and skill required, the responsibility imposed and the prominence and
22 character of the parties where they affect the importance of the litigation; (3) the work actually
23 performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether
24 the attorney was successful and what benefits were derived. *Id.* at 349.
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1 **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and
2 Affidavit to be reasonable and adopts the same.

3 **THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiffs be
4 awarded attorneys' fees and costs against each of the Defendants as follows:

Defendant	Attorneys' Fees & Costs
Saticoy Bay LLC • 6773 Granite River Lane • 6915 Silver State Avenue	\$13,571.35
Nickel Mine Avenue Trust • 6892 Nickel Mine Avenue • 6838 Nickel Mine Avenue	\$13,571.35
Travertine Lane Trust • 6777 Travertine Lane	\$6,785.68
Mahogany Meadows Avenue Trust • 6896 Mahogany Meadows Avenue	\$6,785.68

14
15 Dated this ____ day of September, 2020.

16 Dated this 25th day of September, 2020

17 

18 _____
19 Honorable Ronald J. Israel
20 District Court Judge

15B EE9 63B7 5C28

SC

Ronald J. Israel
District Court Judge

A-19-791060-C

21 Submitted by:

22 BRAY LAW GROUP LLC

23 /s/ David M. Bray, Esq.

24
25 _____
26 David M. Bray, Esq. SBN 12706
27 1180 N. Town Center Dr. Ste 100
28 Las Vegas, Nevada 89144
Attorneys for Plaintiff
Copper Creek Homeowners Association

Approved as to Form:

LAW OFFICES OF MICHAEL F. BOHN, ESQ., LTD

/s/ Nikoll Nikci, Esq.

Nikoll Nikci, Esq., SBN 10699
2260 Corporate Circle, Suite 480
Henderson, NV 89074
Attorneys for Defendants

1 **CSERV**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5
6 Copper Creek Homeowners
7 Association, Plaintiff(s)

CASE NO: A-19-791060-C

8 vs.

DEPT. NO. Department 28

9 Nickel Mine Avenue Trust,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

16 Service Date: 11/6/2020

17 E-Service BohnLawFirm

office@bohnlawfirm.com

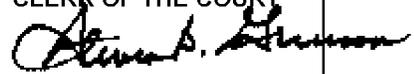
18 Michael Bohn

mbohn@bohnlawfirm.com

19 David Bray

david@braylawgroup.com

20
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1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorneys for Plaintiff*
10 *Copper Creek Homeowners Association*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9
10 COPPER CREEK HOMEOWNERS
11 ASSOCIATION a Nevada Nonprofit
12 Corporation,

12 Plaintiff,

13 v.

14 NICKEL MINE AVENUE TRUST, a Nevada
15 irrevocable trust; TRAVERTINE LANE
16 TRUST, a Nevada irrevocable trust;
17 MAHOGANY MEADOWS AVENUE
18 TRUST, a Nevada irrevocable trust;
19 SATICOY BAY, LLC, a Nevada Limited
20 Liability Company; DOES I through V; and
21 ROE CORPORATIONS I through V,

21 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

**NOTICE OF ENTRY OF JUDGMENT
AGAINST DEFENDANT NICKEL
MINE AVENUE TRUST UPON
ORDER GRANTING PLAINTIFF
COPPER CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

21 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

22 PLEASE TAKE NOTICE that a *Judgment Against Defendant Nickel Mine Avenue Trust*
23 *Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion For An*
24 *Award Of Attorneys' Fees And Costs* was entered on November 6, 2020.

26 ///

27 ///

1 A true and correct copy is attached hereto.

2 Dated this 9th day of November, 2020.

BRAY LAW GROUP LLC

3 */s/ David Bray*

4 David M. Bray, Esq. SBN 12706
5 1180 N. Town Center Dr. Ste. 100
6 Las Vegas, Nevada 89144
7 *Attorney for Defendant*
Copper Creek Homeowners Association

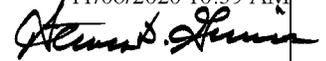
8 **CERTIFICATE OF SERVICE**

9 I hereby certify that on this 9th day of November, 2020, I served a true and correct copy
10 of the foregoing **NOTICE OF ENTRY OF JUDGMENT AGAINST DEFENDANT**
11 **NICKEL MINE AVENUE TRUST UPON ORDER GRANTING PLAINTIFF COPPER**
12 **CREEK HOMEOWNERS ASSOCIATION’S MOTION FOR AN AWARD OF**
13 **ATTORNEYS’ FEES AND COSTS** via the Eighth Judicial District Court electronic filing
14 and service system on all parties requiring notice.
15

16 */s/ David Bray*

17 An Employee of Bray Law Group LLC

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CLERK OF THE COURT

JGJV

David M. Bray, Esq. SBN 12706
BRAY LAW GROUP LLC
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Telephone: (702) 623-0046
Facsimile: (725) 210-5800
david@braylawgroup.com
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**JUDGMENT AGAINST DEFENDANT
NICKEL MINE AVENUE TRUST
UPON ORDER GRANTING
PLAINTIFF COPPER CREEK
HOMEOWNERS ASSOCIATION'S
MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND COSTS**

On April 3, 2020, an Order was entered by this on Plaintiff COPPER CREEK HOMEOWNERS ASSOCIATION's ("Plaintiff") Motion for Summary Judgment, whereby this Court ordered Defendant NICKEL MINE AVENUE TRUST ("Defendant") breached the Settlement Agreement and Release between the parties concerning the properties located at 6892 Nickel Mine Avenue; and 6838 Nickel Mine Avenue. The Court capped the damages to one thousand dollars and zero cents (\$1,000.00) per home. The Court further held that Plaintiff

1 was the prevailing party in this case given the Court's ruling that Defendant breached the
2 settlement agreement. See Exhibit "1".

3 On September 25, 2020, an Order was entered by this Court on Plaintiff's Motion for
4 an Award of Attorneys' Fees and Costs, whereby this Court ordered Defendant to pay allowable
5 attorneys' fees and costs. See Exhibit "2".

6
7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff, COPPER
8 CREEK HOMEOWNERS ASSOCIATION, have and recovers of Defendant NICKEL MINE
9 AVENUE TRUST, the following sums:

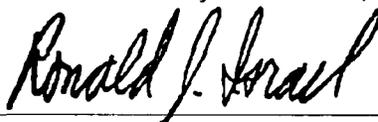
Description	Amounts
Damages	\$2,000.00
Attorneys' Fees & Costs Incurred	\$13,571.35
Total Award Amount	\$15,571.35

10
11
12
13 **NOW, THEREFORE,** Judgment in Favor of Plaintiff COPPER CREEK
14 HOMEOWNERS ASSOCIATION is hereby given for fifteen thousand five hundred seventy-
15 one dollars and thirty-five cents (\$15,571.35) against Defendant NICKEL MINE AVENUE
16 TRUST.

17
18 IT IS SO ORDERED.

19 Dated this _____ day of November, 2020.

20
21 Dated this 6th day of November, 2020

22 

23 Honorable Ronald J. Israel
24 District Court Judge
25 A39 110 8C5E-2EFB
26 Ronald J. Israel
27 District Court Judge

SC

28 Submitted by:

BRAY LAW GROUP LLC

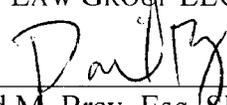
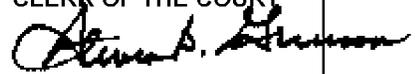
29 By 
30 David M. Bray, Esq. SBN 12706
31 Attorney for Plaintiff

EXHIBIT 1

EXHIBIT 1



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorney for Plaintiff*

DISTRICT COURT
CLARK COUNTY, NEVADA

9 COPPER CREEK HOMEOWNERS
10 ASSOCIATION a Nevada Nonprofit
11 Corporation,
12
13 Plaintiff,
14 v.
15 NICKEL MINE AVENUE TRUST, a Nevada
16 irrevocable trust; TRAVERTINE LANE
17 TRUST, a Nevada irrevocable trust;
18 MAHOGANY MEADOWS AVENUE
19 TRUST, a Nevada irrevocable trust;
20 SATICOY BAY, LLC, a Nevada Limited
21 Liability Company; DOES I through V; and
22 ROE CORPORATIONS I through V,
23
24 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

NOTICE OF ENTRY OF ORDER
GRANTING, IN PART, AND DENYING,
IN PART, PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT

20 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD
21
22 PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*
23 *Plaintiff's Motion for Summary Judgment* was entered on April 6, 2020. A true and correct copy

24 ///
25 ///
26 ///
27 ///
28 ///

1 is attached hereto.

2 DATED: April 6, 2020.

BRAY LAW GROUP LLC

3 */s/ David Bray*

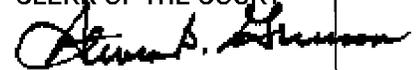
4 By _____
5 David M. Bray, Esq. SBN 12706
6 1180 N. Town Center Dr. Ste. 100
7 Las Vegas, NV 89144
8 *Attorney for Plaintiff*

9 **CERTIFICATE OF SERVICE**

10 I hereby certify on this 6th day of April, 2020, I served a true and correct copy of the
11 foregoing **NOTICE OF ENTRY OF ORDER GRANTING, IN PART, AND DENYING,**
12 **IN PART, PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** via the Eighth
13 Judicial District Court electronic filing and service system, on all parties requiring service.

14 */s/ David Bray*

15 _____
16 An employee of Bray Law Group LLC



ORDR

David M. Bray, Esq. SBN 12706
BRAY LAW GROUP LLC
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Telephone: (702) 623-0046
Facsimile: (725) 210-5800
david@braylawgroup.com
Attorney for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING, IN PART, AND
DENYING, IN PART, PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT**

<input type="checkbox"/> Voluntary Dismissal	<input checked="" type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

This case came on regularly before the Court on November 26, 2019 for hearing on Plaintiff's Motion for Summary Judgment. The specific issues of: (1) whether Plaintiff's damages were capped pursuant to NRS 116.31031; and (2) Plaintiff's request for a permanent injunction were further briefed and argued at an evidentiary hearing on February 25, 2020. Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), appearing by and through its attorney, David M. Bray, Esq., of Bray Law Group LLC, and Defendants NICKEL MINE AVENUE TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS

1 AVENUE TRUST; and SATICOY BAY, LLC (collectively "Defendants"), appearing by and
2 through their attorney, Nikoll Nikci, Esq. of the Law Offices of Michael F. Bohn, Esq., Ltd..
3 The Court having examined all documents and pleadings on file herein, having heard arguments
4 of the parties, and good cause appearing, makes the following findings of fact and conclusions
5 of law.

6
7 **THE COURT FINDS** that Defendants breached the *Settlement Agreement and Release*
8 between Plaintiff and Defendants in that Defendants used the six (6) properties located at 6773
9 Granite River Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777
10 Travertine Lane; 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue (collectively
11 "Subject Homes") as rentals.

12
13 **THE COURT FURTHER FINDS** that NRS 116.31031 capped Plaintiff's damages to
14 one thousand dollars (\$1,000.00) per home.

15 **THE COURT FURTHER FINDS** that one of the Subject Homes located at 6838
16 Nickel Mine Avenue was recently sold and therefore Plaintiff's withdrew its request for a
17 permanent injunction related to that property.

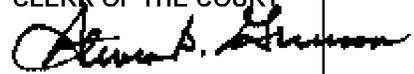
18
19 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that Plaintiff's Motion
20 for Summary Judgment is hereby Granted, in part, in that Defendants have materially breached
21 the *Settlement Agreement and Release* in that Defendants used the Subject Homes as rentals.

22
23 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
24 Plaintiff's Motion for Summary Judgment is hereby Denied, in part, in that Plaintiff's damages
25 are capped, pursuant to NRS 116.31031, to one thousand dollars (\$1,000.00) per home.

26
27 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
28 Plaintiff's damages for the six (6) Subject Homes is six thousand dollars (\$6,000.00).

EXHIBIT 2

EXHIBIT 2



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorneys for Defendant*
10 *Copper Creek Homeowners Association*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9
10 COPPER CREEK HOMEOWNERS
11 ASSOCIATION a Nevada Nonprofit
12 Corporation,

13 Plaintiff,

14 v.

15 NICKEL MINE AVENUE TRUST, a Nevada
16 irrevocable trust; TRAVERTINE LANE
17 TRUST, a Nevada irrevocable trust;
18 MAHOGANY MEADOWS AVENUE
19 TRUST, a Nevada irrevocable trust;
20 SATICOY BAY, LLC, a Nevada Limited
21 Liability Company; DOES I through V; and
22 ROE CORPORATIONS I through V,

23 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF COPPER
CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

24 **TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD**

25 PLEASE TAKE NOTICE that an *Order Granting Plaintiff Copper Creek Homeowners*
26 *Association's Motion for an Award of Attorneys' Fees and Costs* was entered on September 25,
27 2020.

28 ///

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///

A true and correct copy is attached hereto.

Dated this 1st day of October, 2020.

BRAY LAW GROUP LLC

/s/ David Bray

David M. Bray, Esq. SBN 12706
1180 N. Town Center Dr. Ste. 100
Las Vegas, Nevada 89144
Attorney for Defendant
Copper Creek Homeowners Association

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of October, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION’S MOTION FOR AN AWARD OF ATTORNEYS’ FEES AND COSTS** via the Eighth Judicial District Court electronic filing and service system on all parties requiring notice.

/s/ David Bray

An Employee of Bray Law Group LLC

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ORDER
David M. Bray, Esq. SBN 12706
BRAY LAW GROUP LLC
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Telephone: (702) 623-0046
Facsimile: (725) 210-5800
david@braylawgroup.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING PLAINTIFF
COPPER CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), filed its
Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. The Court, after
carefully considering the evidence and arguments submitted, the Court **ORDERS** that
Plaintiff's Motion for Attorney's Fees and Costs is **GRANTED**.

THE COURT FINDS that Plaintiff's Motion for Summary Judgment filed on October
22, 2019 was granted in part and denied in part.

1 **THE COURT FURTHER FINDS** that an Order on Plaintiff's Motion for Summary
2 Judgment was entered on April 3, 2020 and found that Defendants NICKEL MINE AVENUE
3 TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and
4 SATICOY BAY, LLC (collectively "Defendants") breached the Settlement Agreement and
5 Release between the parties concerning the six (6) properties located at 6773 Granite River
6 Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777 Travertine Lane;
7 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue. The Court capped the damages to
8 one thousand dollars and zero cents (\$1,000.00) per home. The Court finds that Plaintiff is the
9 prevailing party in this case given the Court's ruling that Defendants breached the settlement
10 agreement.
11

12 **THE COURT FINDS** that pursuant to the terms of the Settlement Agreement and
13 Release, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party.
14

15 **THE COURT FURTHER FINDS** that whenever a district court awards attorney's fees
16 and costs, the reasonability of the award must always be a consideration. *Brunzell v. Golden*
17 *Gate Nat. Bank*, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada Supreme Court has provided
18 factors to be utilized in determining whether the fees requested are reasonable, as follows: (1)
19 the qualities of the advocate: his ability, his training, education, experience, professional
20 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its
21 importance, time and skill required, the responsibility imposed and the prominence and
22 character of the parties where they affect the importance of the litigation; (3) the work actually
23 performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether
24 the attorney was successful and what benefits were derived. *Id.* at 349.
25
26
27
28

1 THE COURT FURTHER FINDS the *Brunzell* analysis in Plaintiff's Motion and
2 Affidavit to be reasonable and adopts the same.

3 THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that Plaintiffs be
4 awarded attorneys' fees and costs against each of the Defendants as follows:

Defendant	Attorneys' Fees & Costs
Saticoy Bay LLC • 6773 Granite River Lane • 6915 Silver State Avenue	\$13,571.35
Nickel Mine Avenue Trust • 6892 Nickel Mine Avenue • 6838 Nickel Mine Avenue	\$13,571.35
Travertine Lane Trust • 6777 Travertine Lane	\$6,785.68
Mahogany Meadows Avenue Trust • 6896 Mahogany Meadows Avenue	\$6,785.68

14 Dated this ____ day of September, 2020.

Dated this 25th day of September, 2020



Honorable Ronald J. Israel
District Court Judge

15B EE9 63B7 5C28

SC

Ronald J. Israel
District Court Judge

A-19-791060-C

21 Submitted by:

22 BRAY LAW GROUP LLC

23 /s/ David M. Bray, Esq.

24
25 _____
26 David M. Bray, Esq. SBN 12706
27 1180 N. Town Center Dr. Ste 100
28 Las Vegas, Nevada 89144
Attorneys for Plaintiff
Copper Creek Homeowners Association

Approved as to Form:

LAW OFFICES OF MICHAEL F. BOHN, ESQ., LTD

/s/ Nikoll Nikci, Esq.

Nikoll Nikci, Esq., SBN 10699
2260 Corporate Circle, Suite 480
Henderson, NV 89074
Attorneys for Defendants

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Copper Creek Homeowners
7 Association, Plaintiff(s)

CASE NO: A-19-791060-C

8 vs.

DEPT. NO. Department 28

9 Nickel Mine Avenue Trust,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

16 Service Date: 11/6/2020

17 E-Service BohnLawFirm

office@bohnlawfirm.com

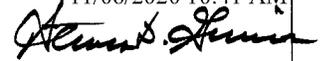
18 Michael Bohn

mbohn@bohnlawfirm.com

19 David Bray

david@braylawgroup.com

20
21
22
23
24
25
26
27
28



CLERK OF THE COURT

JGJV

1 David M. Bray, Esq. SBN 12706
2 BRAY LAW GROUP LLC
3 1180 N. Town Center Dr. Ste. 100
4 Las Vegas, NV 89144
5 Telephone: (702) 623-0046
6 Facsimile: (725) 210-5800
7 david@braylawgroup.com
8 *Attorneys for Plaintiff*

DISTRICT COURT

CLARK COUNTY, NEVADA

9 COPPER CREEK HOMEOWNERS
10 ASSOCIATION a Nevada Nonprofit
11 Corporation,

12 Plaintiff,

13 v.

14 NICKEL MINE AVENUE TRUST, a Nevada
15 irrevocable trust; TRAVERTINE LANE
16 TRUST, a Nevada irrevocable trust;
17 MAHOGANY MEADOWS AVENUE
18 TRUST, a Nevada irrevocable trust;
19 SATICOY BAY, LLC, a Nevada Limited
20 Liability Company; DOES I through V; and
21 ROE CORPORATIONS I through V,

22 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**JUDGMENT AGAINST DEFENDANT
TRAVERTINE LANE TRUST UPON
ORDER GRANTING PLAINTIFF
COPPER CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

23 On April 3, 2020, an Order was entered by this on Plaintiff COPPER CREEK
24 HOMEOWNERS ASSOCIATION's ("Plaintiff") Motion for Summary Judgment, whereby this
25 Court ordered Defendant TRAVERTINE LANE TRUST ("Defendant") breached the
26 Settlement Agreement and Release between the parties concerning the property located at 6777
27 Travertine Lane. The Court capped the damages to one thousand dollars and zero cents
28 (\$1,000.00). The Court further held that Plaintiff was the prevailing party in this case given the
Court's ruling that Defendant breached the settlement agreement. *See* Exhibit "1".

1 On September 25, 2020, an Order was entered by this Court on Plaintiff's Motion for
2 an Award of Attorneys' Fees and Costs, whereby this Court ordered Defendant to pay allowable
3 attorneys' fees and costs. See Exhibit "2".

4 **IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiff, COPPER CREEK
5 HOMEOWNERS ASSOCIATION, have and recovers of Defendant TRAVERTINE LANE
6 TRUST, the following sums:
7

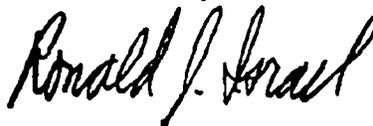
Description	Amounts
Damages	\$1,000.00
Attorneys' Fees & Costs Incurred	\$6,785.68
Total Award Amount	\$7,785.68

8
9
10
11 **NOW, THEREFORE**, Judgment in Favor of Copper Creek Homeowners Association
12 is hereby given for seven thousand seven hundred eighty-five dollars and sixty-eight cents
13 against Defendant TRAVERTINE LANE TRUST.
14

15 IT IS SO ORDERED.

16 Dated this _____ day of November, 2020.

17 Dated this 6th day of November, 2020

18 

19
20 Honorable Ronald J. Israel

809-802-6589 FAA5

19-791-0601-G
District Court Judge

SC

21 Submitted by:

22 BRAY LAW GROUP, LLC

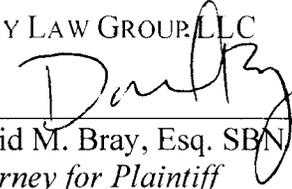
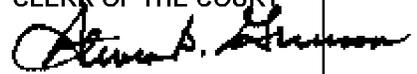
23 By 
24 David M. Bray, Esq. SBN 12706
25 Attorney for Plaintiff

EXHIBIT 1

EXHIBIT 1



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorney for Plaintiff*

DISTRICT COURT
CLARK COUNTY, NEVADA

9 COPPER CREEK HOMEOWNERS
10 ASSOCIATION a Nevada Nonprofit
11 Corporation,
12
13 **Plaintiff,**
14 v.
15 NICKEL MINE AVENUE TRUST, a Nevada
16 irrevocable trust; TRAVERTINE LANE
17 TRUST, a Nevada irrevocable trust;
18 MAHOGANY MEADOWS AVENUE
19 TRUST, a Nevada irrevocable trust;
20 SATICOY BAY, LLC, a Nevada Limited
21 Liability Company; DOES I through V; and
22 ROE CORPORATIONS I through V,
23
24 **Defendants.**

Case No.: A-19-791060-C
Dept. No.: XXVIII

NOTICE OF ENTRY OF ORDER
GRANTING, IN PART, AND DENYING,
IN PART, PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT

20 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD
21
22 PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*
23 *Plaintiff's Motion for Summary Judgment* was entered on April 6, 2020. A true and correct copy

24 ///
25 ///
26 ///
27 ///
28 ///

1 is attached hereto.

2 DATED: April 6, 2020.

BRAY LAW GROUP LLC

3 */s/ David Bray*

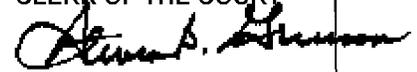
4 By _____
5 David M. Bray, Esq. SBN 12706
6 1180 N. Town Center Dr. Ste. 100
7 Las Vegas, NV 89144
8 *Attorney for Plaintiff*

9 **CERTIFICATE OF SERVICE**

10 I hereby certify on this 6th day of April, 2020, I served a true and correct copy of the
11 foregoing **NOTICE OF ENTRY OF ORDER GRANTING, IN PART, AND DENYING,**
12 **IN PART, PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** via the Eighth
13 Judicial District Court electronic filing and service system, on all parties requiring service.

14 */s/ David Bray*

15 _____
16 An employee of Bray Law Group LLC



ORDR

David M. Bray, Esq. SBN 12706
BRAY LAW GROUP LLC
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Telephone: (702) 623-0046
Facsimile: (725) 210-5800
david@braylawgroup.com
Attorney for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING, IN PART, AND
DENYING, IN PART, PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT**

<input type="checkbox"/> Voluntary Dismissal	<input checked="" type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

This case came on regularly before the Court on November 26, 2019 for hearing on Plaintiff's Motion for Summary Judgment. The specific issues of: (1) whether Plaintiff's damages were capped pursuant to NRS 116.31031; and (2) Plaintiff's request for a permanent injunction were further briefed and argued at an evidentiary hearing on February 25, 2020. Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), appearing by and through its attorney, David M. Bray, Esq., of Bray Law Group LLC, and Defendants NICKEL MINE AVENUE TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS

1 AVENUE TRUST; and SATICOY BAY, LLC (collectively "Defendants"), appearing by and
2 through their attorney, Nikoll Nikci, Esq. of the Law Offices of Michael F. Bohn, Esq., Ltd..
3 The Court having examined all documents and pleadings on file herein, having heard arguments
4 of the parties, and good cause appearing, makes the following findings of fact and conclusions
5 of law.

6
7 **THE COURT FINDS** that Defendants breached the *Settlement Agreement and Release*
8 between Plaintiff and Defendants in that Defendants used the six (6) properties located at 6773
9 Granite River Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777
10 Travertine Lane; 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue (collectively
11 "Subject Homes") as rentals.

12
13 **THE COURT FURTHER FINDS** that NRS 116.31031 capped Plaintiff's damages to
14 one thousand dollars (\$1,000.00) per home.

15 **THE COURT FURTHER FINDS** that one of the Subject Homes located at 6838
16 Nickel Mine Avenue was recently sold and therefore Plaintiff's withdrew its request for a
17 permanent injunction related to that property.

18
19 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that Plaintiff's Motion
20 for Summary Judgment is hereby Granted, in part, in that Defendants have materially breached
21 the *Settlement Agreement and Release* in that Defendants used the Subject Homes as rentals.

22
23 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
24 Plaintiff's Motion for Summary Judgment is hereby Denied, in part, in that Plaintiff's damages
25 are capped, pursuant to NRS 116.31031, to one thousand dollars (\$1,000.00) per home.

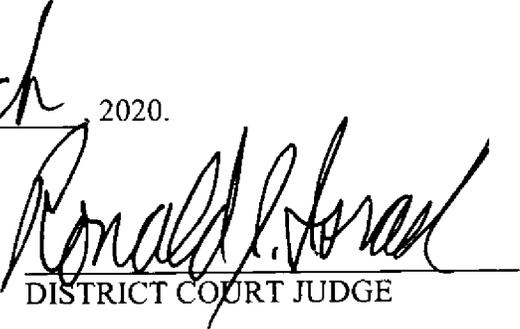
26
27 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
28 Plaintiff's damages for the six (6) Subject Homes is six thousand dollars (\$6,000.00).

1 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
2 Plaintiff's request for a permanent injunction is Granted with Plaintiff having to post an
3 injunctive bond of two thousand five hundred dollars (\$2,500.00) or five hundred dollars
4 (\$500.00) per home to be payable to the Clerk of the Court.

5 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
6 Defendants, their officers, agents, servants, employees, attorneys, successors, assigns, and all
7 persons in active participation or concert with them are permanently restrained and enjoined
8 from doing, causing, or permitting to be done, directly or indirectly, any acts whereby the terms
9 of the *Settlement Agreement and Release* between Plaintiff and Defendants are in any manner
10 violated and Defendants must cease and desist any and all leasing and/or renting of the Subject
11 Homes.
12

13
14 **IT IS SO ORDERED.**

15 DATED this 3 day of March 2020.

16
17
18 
19 _____
20 DISTRICT COURT JUDGE

21 Respectfully submitted by:
22 BRAY LAW GROUP LLC

23 /s/ David M. Bray, Esq.

24 _____
25 David M. Bray, Esq., SBN 12706
26 1180 N. Town Center Dr., Suite 100
27 Las Vegas, Nevada 89144
28 Attorney for Plaintiff

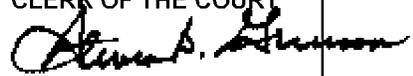
21 Approved as to Form:
22 LAW OFFICES OF MICHEL F. BOHN, ESQ.,
23 LTD.

24 /s/ Nikoll Nikci, Esq.

25 _____
26 Nikoll Nikci, Esq., SBN 10699
27 2260 Corporate Circle, Suite 480
28 Henderson, Nevada 89074
 Attorneys for Defendants

EXHIBIT 2

EXHIBIT 2



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorneys for Defendant*
10 *Copper Creek Homeowners Association*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9
10 COPPER CREEK HOMEOWNERS
11 ASSOCIATION a Nevada Nonprofit
12 Corporation,

12 Plaintiff,

13 v.

14 NICKEL MINE AVENUE TRUST, a Nevada
15 irrevocable trust; TRAVERTINE LANE
16 TRUST, a Nevada irrevocable trust;
17 MAHOGANY MEADOWS AVENUE
18 TRUST, a Nevada irrevocable trust;
19 SATICOY BAY, LLC, a Nevada Limited
20 Liability Company; DOES I through V; and
21 ROE CORPORATIONS I through V,

21 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF COPPER
CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

22 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

23 PLEASE TAKE NOTICE that an *Order Granting Plaintiff Copper Creek Homeowners*
24 *Association's Motion for an Award of Attorneys' Fees and Costs* was entered on September 25,
25 2020.

26 ///

27 ///

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///

A true and correct copy is attached hereto.

Dated this 1st day of October, 2020.

BRAY LAW GROUP LLC

/s/ David Bray

David M. Bray, Esq. SBN 12706
1180 N. Town Center Dr. Ste. 100
Las Vegas, Nevada 89144
Attorney for Defendant
Copper Creek Homeowners Association

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of October, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION’S MOTION FOR AN AWARD OF ATTORNEYS’ FEES AND COSTS** via the Eighth Judicial District Court electronic filing and service system on all parties requiring notice.

/s/ David Bray

An Employee of Bray Law Group LLC

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ORDER

David M. Bray, Esq. SBN 12706
BRAY LAW GROUP LLC
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Telephone: (702) 623-0046
Facsimile: (725) 210-5800
david@braylawgroup.com
Attorney for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING PLAINTIFF
COPPER CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), filed its Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. The Court, after carefully considering the evidence and arguments submitted, the Court **ORDERS** that Plaintiff's Motion for Attorney's Fees and Costs is **GRANTED**.

THE COURT FINDS that Plaintiff's Motion for Summary Judgment filed on October 22, 2019 was granted in part and denied in part.

1 **THE COURT FURTHER FINDS** that an Order on Plaintiff's Motion for Summary
2 Judgment was entered on April 3, 2020 and found that Defendants NICKEL MINE AVENUE
3 TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and
4 SATICOY BAY, LLC (collectively "Defendants") breached the Settlement Agreement and
5 Release between the parties concerning the six (6) properties located at 6773 Granite River
6 Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777 Travertine Lane;
7 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue. The Court capped the damages to
8 one thousand dollars and zero cents (\$1,000.00) per home. The Court finds that Plaintiff is the
9 prevailing party in this case given the Court's ruling that Defendants breached the settlement
10 agreement.
11

12 **THE COURT FINDS** that pursuant to the terms of the Settlement Agreement and
13 Release, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party.
14

15 **THE COURT FURTHER FINDS** that whenever a district court awards attorney's fees
16 and costs, the reasonability of the award must always be a consideration. *Brunzell v. Golden*
17 *Gate Nat. Bank*, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada Supreme Court has provided
18 factors to be utilized in determining whether the fees requested are reasonable, as follows: (1)
19 the qualities of the advocate: his ability, his training, education, experience, professional
20 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its
21 importance, time and skill required, the responsibility imposed and the prominence and
22 character of the parties where they affect the importance of the litigation; (3) the work actually
23 performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether
24 the attorney was successful and what benefits were derived. *Id.* at 349.
25
26
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1 **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and
2 Affidavit to be reasonable and adopts the same.

3 **THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiffs be
4 awarded attorneys' fees and costs against each of the Defendants as follows:

Defendant	Attorneys' Fees & Costs
Saticoy Bay LLC • 6773 Granite River Lane • 6915 Silver State Avenue	\$13,571.35
Nickel Mine Avenue Trust • 6892 Nickel Mine Avenue • 6838 Nickel Mine Avenue	\$13,571.35
Travertine Lane Trust • 6777 Travertine Lane	\$6,785.68
Mahogany Meadows Avenue Trust • 6896 Mahogany Meadows Avenue	\$6,785.68

14
15 Dated this ____ day of September, 2020.

16 Dated this 25th day of September, 2020

17 

18 _____
19 Honorable Ronald J. Israel
20 District Court Judge

15B EE9 63B7 5C28

SC

Ronald J. Israel
District Court Judge

A-19-791060-C

21 Submitted by:

22 BRAY LAW GROUP LLC

23 /s/ David M. Bray, Esq.

24
25 _____
26 David M. Bray, Esq. SBN 12706
27 1180 N. Town Center Dr. Ste 100
28 Las Vegas, Nevada 89144
Attorneys for Plaintiff
Copper Creek Homeowners Association

Approved as to Form:

LAW OFFICES OF MICHAEL F. BOHN, ESQ., LTD

/s/ Nikoll Nikci, Esq.

Nikoll Nikci, Esq., SBN 10699
2260 Corporate Circle, Suite 480
Henderson, NV 89074
Attorneys for Defendants

1 **CSERV**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5
6 Copper Creek Homeowners
7 Association, Plaintiff(s)

CASE NO: A-19-791060-C

8 vs.

DEPT. NO. Department 28

9 Nickel Mine Avenue Trust,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 11/6/2020

16 E-Service BohnLawFirm

office@bohnlawfirm.com

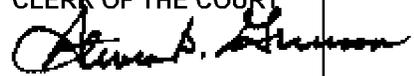
17 Michael Bohn

mbohn@bohnlawfirm.com

18 David Bray

david@braylawgroup.com

19
20
21
22
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1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorneys for Plaintiff*
10 *Copper Creek Homeowners Association*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9
10 COPPER CREEK HOMEOWNERS
11 ASSOCIATION a Nevada Nonprofit
12 Corporation,

12 Plaintiff,

13 v.

14 NICKEL MINE AVENUE TRUST, a Nevada
15 irrevocable trust; TRAVERTINE LANE
16 TRUST, a Nevada irrevocable trust;
17 MAHOGANY MEADOWS AVENUE
18 TRUST, a Nevada irrevocable trust;
19 SATICOY BAY, LLC, a Nevada Limited
20 Liability Company; DOES I through V; and
21 ROE CORPORATIONS I through V,

21 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

**NOTICE OF ENTRY OF JUDGMENT
AGAINST DEFENDANT
TRAVERTINE LANE TRUST UPON
ORDER GRANTING PLAINTIFF
COPPER CREEK HOMEOWNERS
ASSOCIATION’S MOTION FOR AN
AWARD OF ATTORNEYS’ FEES AND
COSTS**

22 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

23 PLEASE TAKE NOTICE that a *Judgment Against Defendant Travertine Lane Trust*
24 *Upon Order Granting Plaintiff Copper Creek Homeowners Association’s Motion For An*
25 *Award Of Attorneys’ Fees And Costs* was entered on November 6, 2020.

26 ///

27 ///

1 A true and correct copy is attached hereto.

2 Dated this 9th day of November, 2020.

BRAY LAW GROUP LLC

3 */s/ David Bray*

4 David M. Bray, Esq. SBN 12706
5 1180 N. Town Center Dr. Ste. 100
6 Las Vegas, Nevada 89144
7 *Attorney for Defendant*
Copper Creek Homeowners Association

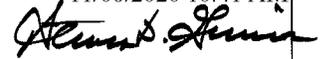
8 **CERTIFICATE OF SERVICE**

9 I hereby certify that on this 9th day of November, 2020, I served a true and correct copy
10 of the foregoing **NOTICE OF ENTRY OF JUDGMENT AGAINST DEFENDANT**
11 **TRAVERTINE LANE TRUST UPON ORDER GRANTING PLAINTIFF COPPER**
12 **CREEK HOMEOWNERS ASSOCIATION’S MOTION FOR AN AWARD OF**
13 **ATTORNEYS’ FEES AND COSTS** via the Eighth Judicial District Court electronic filing
14 and service system on all parties requiring notice.
15

16 */s/ David Bray*

17 An Employee of Bray Law Group LLC

18
19
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27
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CLERK OF THE COURT

JGJV

1 David M. Bray, Esq. SBN 12706
2 BRAY LAW GROUP LLC
3 1180 N. Town Center Dr. Ste. 100
4 Las Vegas, NV 89144
5 Telephone: (702) 623-0046
6 Facsimile: (725) 210-5800
7 david@braylawgroup.com
8 *Attorneys for Plaintiff*

DISTRICT COURT

CLARK COUNTY, NEVADA

9 COPPER CREEK HOMEOWNERS
10 ASSOCIATION a Nevada Nonprofit
11 Corporation,

12 Plaintiff,

13 v.

14 NICKEL MINE AVENUE TRUST, a Nevada
15 irrevocable trust; TRAVERTINE LANE
16 TRUST, a Nevada irrevocable trust;
17 MAHOGANY MEADOWS AVENUE
18 TRUST, a Nevada irrevocable trust;
19 SATICOY BAY, LLC, a Nevada Limited
20 Liability Company; DOES I through V; and
21 ROE CORPORATIONS I through V,

22 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**JUDGMENT AGAINST DEFENDANT
TRAVERTINE LANE TRUST UPON
ORDER GRANTING PLAINTIFF
COPPER CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

23 On April 3, 2020, an Order was entered by this on Plaintiff COPPER CREEK
24 HOMEOWNERS ASSOCIATION's ("Plaintiff") Motion for Summary Judgment, whereby this
25 Court ordered Defendant TRAVERTINE LANE TRUST ("Defendant") breached the
26 Settlement Agreement and Release between the parties concerning the property located at 6777
27 Travertine Lane. The Court capped the damages to one thousand dollars and zero cents
28 (\$1,000.00). The Court further held that Plaintiff was the prevailing party in this case given the
Court's ruling that Defendant breached the settlement agreement. *See* Exhibit "1".

1 On September 25, 2020, an Order was entered by this Court on Plaintiff's Motion for
2 an Award of Attorneys' Fees and Costs, whereby this Court ordered Defendant to pay allowable
3 attorneys' fees and costs. See Exhibit "2".

4 **IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiff, COPPER CREEK
5 HOMEOWNERS ASSOCIATION, have and recovers of Defendant TRAVERTINE LANE
6 TRUST, the following sums:
7

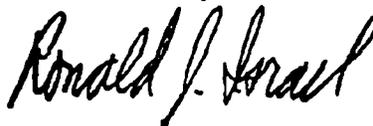
Description	Amounts
Damages	\$1,000.00
Attorneys' Fees & Costs Incurred	\$6,785.68
Total Award Amount	\$7,785.68

8
9
10
11 **NOW, THEREFORE**, Judgment in Favor of Copper Creek Homeowners Association
12 is hereby given for seven thousand seven hundred eighty-five dollars and sixty-eight cents
13 against Defendant TRAVERTINE LANE TRUST.
14

15 IT IS SO ORDERED.

16 Dated this _____ day of November, 2020.

17 Dated this 6th day of November, 2020

18 

19
20 Honorable Ronald J. Israel

809-802-6589 FAA5

19-791-0601-G
District Court Judge

SC

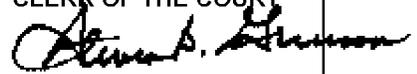
21 Submitted by:

22 BRAY LAW GROUP, LLC

23 By 
24 David M. Bray, Esq. SBN 12706
25 Attorney for Plaintiff

EXHIBIT 1

EXHIBIT 1



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorney for Plaintiff*

DISTRICT COURT
CLARK COUNTY, NEVADA

9 COPPER CREEK HOMEOWNERS
10 ASSOCIATION a Nevada Nonprofit
11 Corporation,
12
13 Plaintiff,
14 v.
15 NICKEL MINE AVENUE TRUST, a Nevada
16 irrevocable trust; TRAVERTINE LANE
17 TRUST, a Nevada irrevocable trust;
18 MAHOGANY MEADOWS AVENUE
19 TRUST, a Nevada irrevocable trust;
20 SATICOY BAY, LLC, a Nevada Limited
21 Liability Company; DOES I through V; and
22 ROE CORPORATIONS I through V,
23
24 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

NOTICE OF ENTRY OF ORDER
GRANTING, IN PART, AND DENYING,
IN PART, PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT

20 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD
21
22 PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*
23 *Plaintiff's Motion for Summary Judgment* was entered on April 6, 2020. A true and correct copy

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1 is attached hereto.

2 DATED: April 6, 2020.

BRAY LAW GROUP LLC

3 */s/ David Bray*

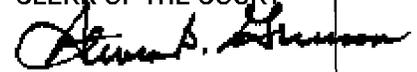
4 By _____
5 David M. Bray, Esq. SBN 12706
6 1180 N. Town Center Dr. Ste. 100
7 Las Vegas, NV 89144
8 *Attorney for Plaintiff*

9 **CERTIFICATE OF SERVICE**

10 I hereby certify on this 6th day of April, 2020, I served a true and correct copy of the
11 foregoing **NOTICE OF ENTRY OF ORDER GRANTING, IN PART, AND DENYING,**
12 **IN PART, PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** via the Eighth
13 Judicial District Court electronic filing and service system, on all parties requiring service.

14 */s/ David Bray*

15 _____
16 An employee of Bray Law Group LLC



ORDR

David M. Bray, Esq. SBN 12706
BRAY LAW GROUP LLC
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Telephone: (702) 623-0046
Facsimile: (725) 210-5800
david@braylawgroup.com
Attorney for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING, IN PART, AND
DENYING, IN PART, PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT**

<input type="checkbox"/> Voluntary Dismissal	<input checked="" type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

This case came on regularly before the Court on November 26, 2019 for hearing on Plaintiff's Motion for Summary Judgment. The specific issues of: (1) whether Plaintiff's damages were capped pursuant to NRS 116.31031; and (2) Plaintiff's request for a permanent injunction were further briefed and argued at an evidentiary hearing on February 25, 2020. Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), appearing by and through its attorney, David M. Bray, Esq., of Bray Law Group LLC, and Defendants NICKEL MINE AVENUE TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS

1 AVENUE TRUST; and SATICOY BAY, LLC (collectively "Defendants"), appearing by and
2 through their attorney, Nikoll Nikci, Esq. of the Law Offices of Michael F. Bohn, Esq., Ltd..
3 The Court having examined all documents and pleadings on file herein, having heard arguments
4 of the parties, and good cause appearing, makes the following findings of fact and conclusions
5 of law.

6
7 **THE COURT FINDS** that Defendants breached the *Settlement Agreement and Release*
8 between Plaintiff and Defendants in that Defendants used the six (6) properties located at 6773
9 Granite River Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777
10 Travertine Lane; 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue (collectively
11 "Subject Homes") as rentals.

12
13 **THE COURT FURTHER FINDS** that NRS 116.31031 capped Plaintiff's damages to
14 one thousand dollars (\$1,000.00) per home.

15 **THE COURT FURTHER FINDS** that one of the Subject Homes located at 6838
16 Nickel Mine Avenue was recently sold and therefore Plaintiff's withdrew its request for a
17 permanent injunction related to that property.

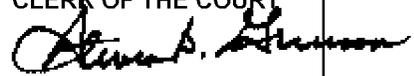
18
19 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that Plaintiff's Motion
20 for Summary Judgment is hereby Granted, in part, in that Defendants have materially breached
21 the *Settlement Agreement and Release* in that Defendants used the Subject Homes as rentals.

22
23 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
24 Plaintiff's Motion for Summary Judgment is hereby Denied, in part, in that Plaintiff's damages
25 are capped, pursuant to NRS 116.31031, to one thousand dollars (\$1,000.00) per home.

26
27 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that
28 Plaintiff's damages for the six (6) Subject Homes is six thousand dollars (\$6,000.00).

EXHIBIT 2

EXHIBIT 2



1 **NEO**
2 David M. Bray, Esq. SBN 12706
3 BRAY LAW GROUP LLC
4 1180 N. Town Center Dr. Ste. 100
5 Las Vegas, NV 89144
6 Telephone: (702) 623-0046
7 Facsimile: (725) 210-5800
8 david@braylawgroup.com
9 *Attorneys for Defendant*
10 *Copper Creek Homeowners Association*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9
10 COPPER CREEK HOMEOWNERS
11 ASSOCIATION a Nevada Nonprofit
12 Corporation,

13 Plaintiff,

14 v.

15 NICKEL MINE AVENUE TRUST, a Nevada
16 irrevocable trust; TRAVERTINE LANE
17 TRUST, a Nevada irrevocable trust;
18 MAHOGANY MEADOWS AVENUE
19 TRUST, a Nevada irrevocable trust;
20 SATICOY BAY, LLC, a Nevada Limited
21 Liability Company; DOES I through V; and
22 ROE CORPORATIONS I through V,

23 Defendants.

Case No.: A-19-791060-C
Dept. No.: XXVIII

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF COPPER
CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

24 **TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD**

25 PLEASE TAKE NOTICE that an *Order Granting Plaintiff Copper Creek Homeowners*
26 *Association's Motion for an Award of Attorneys' Fees and Costs* was entered on September 25,
27 2020.

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A true and correct copy is attached hereto.

Dated this 1st day of October, 2020.

BRAY LAW GROUP LLC

/s/ David Bray

David M. Bray, Esq. SBN 12706
1180 N. Town Center Dr. Ste. 100
Las Vegas, Nevada 89144
Attorney for Defendant
Copper Creek Homeowners Association

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of October, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION’S MOTION FOR AN AWARD OF ATTORNEYS’ FEES AND COSTS** via the Eighth Judicial District Court electronic filing and service system on all parties requiring notice.

/s/ David Bray

An Employee of Bray Law Group LLC

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ORDER
David M. Bray, Esq. SBN 12706
BRAY LAW GROUP LLC
1180 N. Town Center Dr. Ste. 100
Las Vegas, NV 89144
Telephone: (702) 623-0046
Facsimile: (725) 210-5800
david@braylawgroup.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING PLAINTIFF
COPPER CREEK HOMEOWNERS
ASSOCIATION'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES AND
COSTS**

Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), filed its
Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. The Court, after
carefully considering the evidence and arguments submitted, the Court **ORDERS** that
Plaintiff's Motion for Attorney's Fees and Costs is **GRANTED**.

THE COURT FINDS that Plaintiff's Motion for Summary Judgment filed on October
22, 2019 was granted in part and denied in part.

1 **THE COURT FURTHER FINDS** that an Order on Plaintiff's Motion for Summary
2 Judgment was entered on April 3, 2020 and found that Defendants NICKEL MINE AVENUE
3 TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and
4 SATICOY BAY, LLC (collectively "Defendants") breached the Settlement Agreement and
5 Release between the parties concerning the six (6) properties located at 6773 Granite River
6 Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777 Travertine Lane;
7 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue. The Court capped the damages to
8 one thousand dollars and zero cents (\$1,000.00) per home. The Court finds that Plaintiff is the
9 prevailing party in this case given the Court's ruling that Defendants breached the settlement
10 agreement.
11

12 **THE COURT FINDS** that pursuant to the terms of the Settlement Agreement and
13 Release, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party.
14

15 **THE COURT FURTHER FINDS** that whenever a district court awards attorney's fees
16 and costs, the reasonability of the award must always be a consideration. *Brunzell v. Golden*
17 *Gate Nat. Bank*, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada Supreme Court has provided
18 factors to be utilized in determining whether the fees requested are reasonable, as follows: (1)
19 the qualities of the advocate: his ability, his training, education, experience, professional
20 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its
21 importance, time and skill required, the responsibility imposed and the prominence and
22 character of the parties where they affect the importance of the litigation; (3) the work actually
23 performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether
24 the attorney was successful and what benefits were derived. *Id.* at 349.
25
26
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1 THE COURT FURTHER FINDS the *Brunzell* analysis in Plaintiff's Motion and
2 Affidavit to be reasonable and adopts the same.

3 THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that Plaintiffs be
4 awarded attorneys' fees and costs against each of the Defendants as follows:

Defendant	Attorneys' Fees & Costs
Saticoy Bay LLC • 6773 Granite River Lane • 6915 Silver State Avenue	\$13,571.35
Nickel Mine Avenue Trust • 6892 Nickel Mine Avenue • 6838 Nickel Mine Avenue	\$13,571.35
Travertine Lane Trust • 6777 Travertine Lane	\$6,785.68
Mahogany Meadows Avenue Trust • 6896 Mahogany Meadows Avenue	\$6,785.68

14 Dated this ____ day of September, 2020.

15 Dated this 25th day of September, 2020

16 

17
18 Honorable Ronald J. Israel
19 District Court Judge

15B EE9 63B7 5C28

SC

Ronald J. Israel
District Court Judge

A-19-791060-C

20 Submitted by:

Approved as to Form:

21 BRAY LAW GROUP LLC

LAW OFFICES OF MICHAEL F. BOHN, ESQ., LTD

22 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

23
24
25 David M. Bray, Esq. SBN 12706
26 1180 N. Town Center Dr. Ste 100
27 Las Vegas, Nevada 89144

Attorneys for Plaintiff
Copper Creek Homeowners Association

Nikoll Nikci, Esq., SBN 10699
2260 Corporate Circle, Suite 480
Henderson, NV 89074

Attorneys for Defendants

1 **CSERV**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5
6 Copper Creek Homeowners
7 Association, Plaintiff(s)

CASE NO: A-19-791060-C

8 vs.

DEPT. NO. Department 28

9 Nickel Mine Avenue Trust,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 11/6/2020

16 E-Service BohnLawFirm

office@bohnlawfirm.com

17 Michael Bohn

mbohn@bohnlawfirm.com

18 David Bray

david@braylawgroup.com

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23
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Negligence - Other Negligence

COURT MINUTES

September 24, 2019

A-19-791060-C Copper Creek Homeowners Association, Plaintiff(s)
vs.
Nickel Mine Avenue Trust, Defendant(s)

September 24, 2019	9:00 AM	Motion for Leave	Plaintiff's Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records on Order Shortening Time
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HEARD BY: Israel, Ronald J.

COURTROOM: RJC Courtroom 15C

COURT CLERK: Kathy Thomas

RECORDER: Judy Chappell

REPORTER:

PARTIES

PRESENT:	Bray, David M.	Attorney
	Trippiedi, Adam R.	Attorney

JOURNAL ENTRIES

- Mr. Bray requested to file the motion under seal because they include settlement documents from another case. Court noted there being no opposition, COURT ORDERED, Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records, GRANTED. Court signed the Order, IN OPEN COURT. Mr. Bray further noted he would provide counsel with the un-redacted copy.

A-19-791060-C

1/16/20 9:00 AM EVIDENTIARY HEARING.

CLERK'S NOTE: Minutes prepared by Michele Tucker after reviewing JAVS. 12/23/19

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Negligence - Other Negligence

COURT MINUTES

February 25, 2020

A-19-791060-C Copper Creek Homeowners Association, Plaintiff(s)
vs.
Nickel Mine Avenue Trust, Defendant(s)

February 25, 2020 9:30 AM Evidentiary Hearing

HEARD BY: Israel, Ronald J. **COURTROOM:** RJC Courtroom 15C

COURT CLERK: Kathy Thomas

RECORDER: Judy Chappell

REPORTER:

PARTIES

PRESENT: Bray, David M. Attorney
 Nikci, Nikoll Attorney

JOURNAL ENTRIES

- Court noted this matter is regarding damages for the breach of a settlement agreement and further noted the damages are capped at \$1,000.00. Mr. Bray agreed and noted it was \$1,000.00 per home and stated the Home Owners Association (HOA) meets the requirements of NRS 116. Court noted the Settlement Agreement is a contract. Counsel noted concerns of vacant homes and issues with squatters. Colloquy regarding the difficulty to sell the properties when they are in litigation. Upon Court's inquiry, Mr. Nikci noted the settlement agreement was in good faith. Mr. Bray noted the contract in the purchase of the homes was not to rent of the first year. Mr. Bray further noted 6838 Nickel Mine should not be included in the 6 properties and requested \$500.00 per property for a bond in the total amount of \$2,500.00. COURT AWARDED Damages, \$1,000.00 per unit, for six units, Total Amount of \$6,000.00, pursuant to the terms of the agreement. COURT ORDERED, Permanent Injunction, GRANTED, with BOND in the Total Amount of \$2,500.00 for the 5 units. Court directed Mr. Bray to prepare the order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Negligence - Other Negligence

COURT MINUTES

August 13, 2020

A-19-791060-C Copper Creek Homeowners Association, Plaintiff(s)
vs.
Nickel Mine Avenue Trust, Defendant(s)

**August 13, 2020 3:00 AM All Pending Motions All Pending Motions
(08/13/2020)**

HEARD BY: Israel, Ronald J. **COURTROOM:** RJC Courtroom 15C

COURT CLERK: Kathy Thomas

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- PLATINIFF'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND COSTS:
Plaintiff filed a Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. Defendants collectively filed an opposition on May 15, 2020. Plaintiff filed a reply on June 3, 2020. Plaintiff seeks an award of attorneys' fees pursuant to the terms of the parties' settlement agreement, NRS 18.010, and NRS 18.020 as the prevailing party in this case.

Under NRS 18.010, the compensation of an attorney and counselor for his or her service is governed by agreement, express or implied, which is not restrained by law. In determining the amount of fees to award, the court is not limited to one specific approach; its analysis may begin with any method rationally designed to calculate a reasonable amount, so long as the requested amount is reviewed in light of the Brunzell factors. Logan v. Abe, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015). The Brunzell factors include:

- (1) the qualities of the advocate: his ability, his training, education, experience, professional standing and skill;
- (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation;
- (3) the work actually performed by the lawyer: the skill, time and attention given to the work;
- (4) the result: whether the attorney was successful and what benefits

were derived.

Brunzell v. Golden Gate Nat. Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

Here, the Court granted in part and denied in part Plaintiff's Motion for Summary Judgment. The Court entered an order on April 3, 2020 and found that Defendants breached the settlement agreement and release between the parties concerning the six subject properties. The Court capped the damages to \$1,000 per home. The Court finds that Plaintiff is the prevailing party in this case given the Court's ruling that Defendants breached the settlement agreement. Thus, pursuant to the terms of the settlement agreement, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party. Further, the Court finds that the Brunzell factors are met for the reasons stated in the Motion and Affidavit. Accordingly, the Plaintiff's Motion for Attorneys' Fees and Costs is GRANTED.

This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. Plaintiff's counsel is to prepare the Order and submit to Chambers for consideration in accordance with EDCR 7.21.

PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION'S MOTION FOR RELEASE OF INJUNCTION BOND:

Plaintiff filed a Motion for Release of Injunction Bond on July 10, 2020. There has been no opposition filed. On April 3, 2020, this Court ordered that Plaintiff post an injunctive bond of \$2,500.00 payable to the Clerk of the Court. Defendants did not appeal the issuance of the injunction. Thus, the Court finds that there is no threat of irreparable injury to the Defendants and ORDERS the Clerk of the Court to return the security bond in the amount of \$2,500.00 to the Plaintiff.

This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. Plaintiff's counsel is to prepare the Order and submit to Chambers for consideration in accordance with EDCR 7.21.

CLERK'S NOTE: A copy of this minute order was e-served to counsel. 08/17/2020 kt



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

MICHAEL F. BOHN, ESQ.
2260 CORPORATE CIR., SUITE 480
HENDERSON, NV 89074

DATE: December 9, 2020
CASE: A-19-791060-C

RE CASE: COPPER CREEK HOMEOWNERS ASSOCIATION vs. NICKEL MINE AVENUE TRUST;
TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; SATICOY BAY, LLC

NOTICE OF APPEAL FILED: December 7, 2020

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

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

- \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
 - *Previously paid Bonds are not transferable between appeals without an order of the District Court.*
- Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- Order
- Notice of Entry of Order

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

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

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

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

Certification of Copy

State of Nevada }
County of Clark } SS:

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

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; JUDGMENT AGAINST DEFENDANT SATICOY BAY LLC UPON ORDER GRANTING PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND COSTS; NOTICE OF ENTRY OF JUDGMENT AGAINST DEFENDANT SATICOY BAY LLC UPON ORDER GRANTING PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND COSTS; JUDGMENT AGAINST DEFENDANT MAHOGANY MEADOWS AVENUE TRUST UPON ORDER GRANTING PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND COSTS; NOTICE OF ENTRY OF JUDGMENT AGAINST DEFENDANT MAHOGANY MEADOWS AVENUE TRUST UPON ORDER GRANTING PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND COSTS; JUDGMENT AGAINST DEFENDANT NICKEL MINE AVENUE TRUST UPON ORDER GRANTING PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND COSTS; NOTICE OF ENTRY OF JUDGMENT AGAINST DEFENDANT NICKEL MINE AVENUE TRUST UPON ORDER GRANTING PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND COSTS; JUDGMENT AGAINST DEFENDANT TRAVERTINE LANE TRUST UPON ORDER GRANTING PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND COSTS; NOTICE OF ENTRY OF JUDGMENT AGAINST DEFENDANT TRAVERTINE LANE TRUST UPON ORDER GRANTING PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND COSTS; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

COPPER CREEK HOMEOWNERS ASSOCIATION,

Plaintiff(s),

vs.

NICKEL MINE AVENUE TRUST;
TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; SATICOY BAY, LLC,

Case No: A-19-791060-C

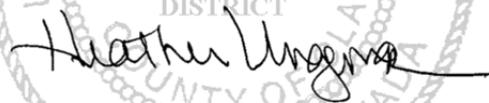
Dept No: XXVIII

Defendant(s),

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 9 day of December 2020.

Steven D. Grierson, Clerk of the Court

A handwritten signature in black ink, appearing to read "Heather Ungermann", is written over a faint circular seal. The seal contains the text "UNITED STATES DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT COUNTY OF CLATSOP OREGON".

Heather Ungermann, Deputy Clerk
A-19-791060-C