

# IN THE SUPREME COURT OF THE STATE OF NEVADA

## INDICATE FULL CAPTION:

NICKEL MINE AVENUE TRUST,  
TRAVERTINE LANE TRUST, MAHOGANY  
MEADOWS AVENUE ,  
Appellants

vs.

COPPER CREEK HOMEOWNERS  
ASSOCIATION

No. 82205

DOCKETING  
CIVIL APPEALS

Electronically Filed  
Jan 04 2021 11:25 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

## GENERAL INFORMATION

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

## WARNING

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

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

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

1. Judicial District Eighth Department 28

County Clark Judge Ronald J. Israel

District Ct. Case No. A-19-791060-C

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

Attorney Michael F. Bohn, Esq. Telephone 702-642-3113

Firm Law Offices of Michael F. Bohn, Esq., Ltd.

Address 2260 Corporate Circle, Suite 480  
Henderson, NV 89074

Client(s) Nickel Mine Avenue Trust, Travertine Lane Trust, Mahogany Meadows Avenue Tr

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

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

Attorney David M Bray, Esq Telephone 702-623-0046

Firm Bray Law Group, LLC

Address 1180 N. Town Center Dr., Ste. 100  
Las Vegas, NV 89117

Client(s) Copper Creek Homeowners Association

Attorney \_\_\_\_\_ Telephone \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

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

(List additional counsel on separate sheet if necessary)

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

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

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

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

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

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

None

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

Plaintiff filed this action is seeking money damages for alleged violation of the CC&R's

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

The award of attorneys fees is not fair or reasonable considering the amount in controversy.

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

None

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

☐ N/A

☐ Yes

☒ No

If not, explain:

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

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

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

☐ A substantial issue of first impression

☐ An issue of public policy

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

☐ A ballot question

If so, explain:

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

Counsel for appellant does not find any grounds for jurisdiction to be retained by the Supreme Court

**14. Trial.** If this action proceeded to trial, how many days did the trial last? 0 \_\_\_\_\_

Was it a bench or jury trial? N/A \_\_\_\_\_

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

## TIMELINESS OF NOTICE OF APPEAL

**16. Date of entry of written judgment or order appealed from** Nov 6, 2020

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

**17. Date written notice of entry of judgment or order was served** Nov 9, 2020

Was service by:

☐ Delivery

☒ Mail/electronic/fax

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

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

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

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

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

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

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

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

Was service by:

☐ Delivery

☐ Mail

**19. Date notice of appeal filed** Dec 7, 2020

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

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

NRAP 4 (a)

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**SUBSTANTIVE APPEALABILITY**

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

(a)

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

(b) Explain how each authority provides a basis for appeal from the judgment or order:  
Appeal from a judgment entered in an action or proceeding commenced in the court in which the judgment is rendered.



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

(a) Parties:

Copper Creek Homeowners Association, plaintiff; Nickel Mine Avenue Trust, Travertine Lane Trust, Mahogany Meadows Avenue Trust, Saticoy Bay, LLC, defendants

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

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

Plaintiff's claims are for breach of a settlement agreement involving rental restrictions contained in the CCRs.

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

☒ Yes

☐ No

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

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

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

## VERIFICATION


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

Nickel Mine Avenue Trust  
Name of appellant

Jan 4, 2021  
Date

Clark County, Nevada  
State and county where signed

Michael F. Bohn, Esq.  
Name of counsel of record

  
Signature of counsel of record


## CERTIFICATE OF SERVICE

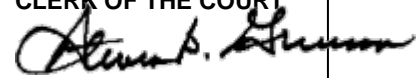
I certify that on the 4th day of January, 2021, I served a copy of this completed docketing statement upon all counsel of record:

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

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

Dated this 4th day of January, 2021

  
Signature



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

**COMP**

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[dbray@angius-terry.com](mailto:dbray@angius-terry.com)  
*Attorneys for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiffs,

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.:

Dept. No.:

**COMPLAINT FOR DAMAGES AND  
DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION  
("COPPER CREEK HOA"), by and through their attorneys, ANGIUS & TERRY LLP, and for  
causes of action against Defendants, NICKEL MINE AVENUE TRUST; TRAVERTINE  
LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and SATICOY BAY, LLC  
(collectively "DEFENDANTS"), each of them, alleges as follows:

**I. GENERAL ALLEGATIONS**

1  
2           1.       COPPER CREEK HOA is, and at all relevant times was, a Nevada non-profit  
3 mutual benefit corporation duly organized and existing by virtue of the laws of the State of  
4 Nevada, located in Clark County, Nevada.

5           2a.      COPPER CREEK HOA is informed and believes and thereon alleges that  
6 Defendant NICKEL MINE AVENUE TRUST is, and at all relevant times was, a Nevada  
7 irrevocable trust and the owner of two lots in the Copper Creek common interest community,  
8 to wit: 6838 Nickel Mine Avenue, APN 161-26-411-110 and 6892 Nickel Mine Avenue, APN  
9 161-26-411-101.  
10

11           2b.      COPPER CREEK HOA is informed and believes and thereon alleges that  
12 Defendant TRAVERTINE LANE TRUST is, and at all relevant times was, a Nevada  
13 irrevocable trust and owner of a lot at 6777 Travertine Lane, APN 161-26-410-010.  
14

15           2c.      COPPER CREEK HOA is informed and believes and thereon alleges that  
16 Defendant MAHOGANY MEADOWS AVENUE TRUST is, and at all relevant times was, a  
17 Nevada irrevocable trust and the owner of a lot at 6896 Mahogany Meadows Avenue, APN  
18 161-26-310-011.  
19

20           2d. COPPER CREEK HOA is informed and believes and thereon alleges that Defendant  
21 SATICOY BAY, LLC is, and at all relevant times was, a Nevada limited liability doing business  
22 in Clark County, Nevada and the owner of two lots at 6773 Granite River Lane, APN 161-26-  
23 410-002 and 6915 Silver State Avenue, APN 161-26-410-082.  
24

25           3.       The true names and capacities of DOES 1 through 100 are unknown to COPPER  
26 CREEK HOA, who therefore sues said Defendants by such fictitious names. COPPER CREEK  
27  
28

1 HOA will move to amend this Complaint for Damages (“Complaint”) to show their true names  
2 and capacities when the same have been ascertained.

3 4. COPPER CREEK HOA is informed and believes and thereon alleges that each  
4 of the Defendants sued herein, including those named as DOES, are the agents, servants,  
5 supervisors, employees, officers, directors alter egos or wholly-owned or controlled entities of  
6 each other, and of the other defendants, and in doing the things herein alleged, acted within the  
7 course, scope, control and/or authority of such agency, employment, alter ego relationship,  
8 ownership or some other relationship and with the full knowledge and consent of the other  
9 defendants, or are in some other manner legally responsible for the acts as alleged herein.  
10

11 5. COPPER CREEK HOA is informed and believes and thereon alleges that on  
12 May 3, 2013, a *Complaint for Declaratory Relief* was filed by various plaintiffs, who were  
13 owners of residential homes within the Copper Creek common-interest community located in  
14 Clark County, Nevada (Eighth Judicial District Court Case No.: A-13-681172-C). The various  
15 plaintiff-owners disputed the legitimacy of COPPER CREEK HOA’s enforcement of certain  
16 rental restriction provisions contained in the community’s governing documents, including  
17 provisions within the *Declaration of Covenants, Conditions and Restrictions and Grant and*  
18 *Reservation of Easement for Copper Creek*.  
19

20 6. COPPER CREEK HOA is informed and believes and thereon alleges that on  
21 September 15, 2014, after mandatory NRS Chapter 38 proceedings were completed, the  
22 COPPER CREEK HOA filed its *Answer to Complaint*.  
23

24 7. COPPER CREEK HOA is informed and believes and thereon alleges on March  
25 25, 2016, the various plaintiff-owners, including the named DEFENDANTS in the present  
26 action, filed their *First Amended Complaint for Declaratory Relief*, to which COPPER CREEK  
27  
28

1 HOA filed its *Answer and Counterclaim to First Amended Complaint for Declaratory Relief* on  
2 May 25, 2016.

3 8. COPPER CREEK HOA is informed and believes and thereon alleges that on  
4 September 16, 2017, after proceeding through formal discovery, the various plaintiff-owners,  
5 including DEFENDANTS entered into a confidential *Settlement Agreement* with COPPER  
6 CREEK HOA.  
7

8 9. COPPER CREEK HOA is informed and believes and thereon alleges that on  
9 October 19, 2017, a *Notice of Entry of Stipulation and Order to Dismiss With Prejudice* was  
10 filed with the Court. (See, *Notice of Entry of Stipulation and Order to Dismiss With Prejudice*,  
11 attached hereto as Exhibit “A”). Within Exhibit “A”, and specifically within the *Stipulation and*  
12 *Order to Dismiss With Prejudice*, it states that “The parties have reached an agreement that  
13 resolves their entire dispute and executed a confidential settlement agreement to that effect.”  
14 *Id.* at p.2; lines 3-4.  
15

16 10. COPPER CREEK HOA is informed and believes and thereon alleges that  
17 despite the parties entering into confidential *Settlement Agreement* DEFENDANTS have failed  
18 to abide by the material terms of the *Settlement Agreement*.  
19

20 11. COPPER CREEK HOA is informed and believes and thereon alleges that on or  
21 about January 2, 2019, COPPER CREEK HOA sent letters to each of the DEFENDANTS  
22 demanding that DEFENDANTS comply with the material terms of the *Settlement Agreement*  
23 that the parties previously negotiated and agreed to. To date, DEFENDANTS have continued  
24 to be in non-compliance with the material terms of the *Settlement Agreement*.  
25

26 12. COPPER CREEK HOA is informed and believes and thereon alleges that in  
27 order to preserve the confidential nature of the *Settlement Agreement*, COPPER CREEK HOA  
28

1 has not attached the *Settlement Agreement* as Exhibit “B”, but instead will be providing the  
2 *Settlement Agreement* to the Court for “in camera” review only.

3 13. COPPER CREEK HOA is informed and believes and thereon alleges that  
4 DEFENDANTS knew all along that they would not abide by the material terms of the  
5 *Settlement Agreement*, or they lacked reasonable basis to represent that they would abide by the  
6 material terms of the *Settlement Agreement*, and that DEFENDANT’s real goal was to obtain  
7 dismissal of COPPER CREEK HOA’s counterclaim against DEFENDANTS with prejudice.  
8

9 **II. CAUSES OF ACTION**

10 **FIRST CAUSE OF ACTION**

11 **Breach of Contract**

12 **(Against DEFENDANTS, and DOES 1 through 100)**

13 14. COPPER CREEK HOA re-alleges and incorporates by reference paragraphs 1  
14 through 13.

15 15. COPPER CREEK HOA is informed and believes and thereon alleges that  
16 COPPER CREEK HOA and DEFENDANTS, and each of them, entered into a confidential  
17 *Settlement Agreement* in writing on September 16, 2017, in exchange for dismissal with  
18 prejudice of DEFENDANTS’s Complaint against COPPER CREEK HOA and COPPER  
19 CREEK HOA’s counterclaim against DEFENDANTS.  
20

21 16. COPPER CREEK HOA is informed and believes and thereon alleges that  
22 despite the parties negotiating and agreeing to the material terms of the *Settlement Agreement*,  
23 DEFENDANTS have failed to abide by the material terms of the *Settlement Agreement*.  
24

25 17. COPPER CREEK HOA is informed and believes and thereon alleges that the  
26 acts of DEFENDANTS have caused damage to COPPER CREEK HOA in an amount of excess  
27  
28



1 of \$15,000.00 to be proven at trial. COPPER CREEK HOA has also had to hire attorneys to file  
2 this action and it seeks reimbursement of its attorneys' fees and costs incurred in this action.

3 WHEREFORE, COPPER CREEK HOA prays for judgment as hereinafter set forth.

4 **SECOND CAUSE OF ACTION**  
5 **Breach of the Covenant of Good Faith and Fair Dealing**  
6 **(Against DEFENDANTS, and DOES 1 through 100)**

7 18. COPPER CREEK HOA re-alleges and incorporates by reference paragraphs 1  
8 through 17.

9 19. COPPER CREEK HOA is informed and believes and thereon alleges that there  
10 is implied in every contract in the State of Nevada a covenant of good faith and fair dealing.  
11 This covenant prohibits arbitrary or unfair acts by one party that work to disadvantage of the  
12 other. With regards to the *Settlement Agreement* negotiated and agreed to between  
13 DEFENDANTS and COPPER CREEK HOA, DEFENDANTS breached the covenant of good  
14 faith and fair dealing by failing to make any effort to abide by the material terms of the  
15 *Settlement Agreement*. DEFENDANTS also breached the covenant by entering into the  
16 *Settlement Agreement* when they lacked a reasonable basis for thinking they would perform the  
17 material terms of the *Settlement Agreement*. COPPER CREEK HOA relied on DEFENDANTS'  
18 representation that they would act in accordance with the *Settlement Agreement* in dismissing  
19 its counterclaim against DEFENDANTS, and DEFENDANTS were in a superior or entrusted  
20 position of knowledge as to whether they would actually abide by the material terms of the  
21 *Settlement Agreement*.  
22  
23  
24

25 20. COPPER CREEK HOA is informed and believes and thereon alleges that the  
26 acts of DEFENDANTS have caused damage to COPPER CREEK HOA in an amount of excess  
27  
28

1 of \$15,000.00 to be proven at trial. COPPER CREEK HOA has also had to hire attorneys to file  
2 this action and it seeks reimbursement of its attorneys' fees and costs incurred in this action.

3 21. COPPER CREEK HOA is informed and believes and thereon alleges that the  
4 conduct of DEFENDANTS, and each of them, was done with fraud, malice, oppression and  
5 constituted despicable conduct, thus warranting the imposition of punitive damages against  
6 them.  
7

8 WHEREFORE, COPPER CREEK HOA prays for judgment as hereinafter set forth.  
9

10 **THIRD CAUSE OF ACTION**  
11 **Fraud In The Inducement/Intentional Misrepresentation**  
12 **(Against DEFENDANTS, and DOES 1 through 100)**

13 22. COPPER CREEK HOA re-alleges and incorporates by reference paragraphs 1  
14 through 21.

15 23. COPPER CREEK HOA is informed and believes and thereon alleges that  
16 DEFENDANTS represented that they would abide by the material terms of the *Settlement*  
17 *Agreement*, however DEFENDANTS knew they were not going to do so and that such  
18 representations were false and/or they lacked a reasonable basis to represent that they would be  
19 abide by the material terms of the *Settlement Agreement*. DEFENDANTS intended by their  
20 conduct to induce COPPER CREEK HOA to dismiss its counterclaim against DEFENDANTS  
21 with prejudice. COPPER CREEK HOA was unaware that DEFENDANTS intended not to  
22 abide by the material terms of the *Settlement Agreement*. In entering into the *Settlement*  
23 *Agreement*, COPPER CREEK HOA justifiability relied on the representations of  
24 DEFENDANTS that they would abide by the material terms of the same.  
25  
26  
27  
28

1           24.     COPPER CREEK HOA is informed and believes and thereon alleges that the  
2 COPPER CREEK HOA has sustained damages as a result of the conduct of DEFENDANTS in  
3 that COPPER CREEK HOA dismissed its counterclaim and all damages it would have been  
4 entitled to had it continued to pursue its counterclaim against DEFENDANTS. COPPER  
5 CREEK HOA seeks all damages it would have been entitled to on its counterclaims against  
6 DEFENDANTS, which exceeds \$15,000.00, in an amount to be proven at trial. COPPER  
7 CREEK HOA has also had to hire attorneys to file this action and it seeks reimbursement of its  
8 attorneys' fees and costs incurred in this action.  
9

10           25.     COPPER CREEK HOA is informed and believes and thereon alleges that the  
11 conduct of DEFENDANTS, and each of them, was done with fraud, malice, oppression and  
12 constituted despicable conduct, thus warranting the imposition of punitive damages against  
13 them.  
14

15           WHEREFORE, COPPER CREEK HOA prays for judgment as hereinafter set forth.  
16

17                           **FOURTH CAUSE OF ACTION**  
18                           **Negligent Misrepresentation**  
19                           **(Against DEFENDANTS, and DOES 1 through 100)**

20           26.     COPPER CREEK HOA re-alleges and incorporates by reference paragraphs 1  
21 through 25.  
22

23           27.     COPPER CREEK HOA is informed and believes and thereon alleges that  
24 DEFENDANTS made representations to COPPER CREEK HOA that they would abide by the  
25 material terms of the *Settlement Agreement*. DEFENDANTS failed to exercise reasonable care  
26 or competence in making this communication and agreement with COPPER CREEK HOA. The  
27 representations were false. The representation was made for the purpose of having COPPER  
28 CREEK HOA dismiss their counterclaim against DEFENDANTS. COPPER CREEK HOA

1 justifiably relied on the false representations that DEFENDANTS would abide by the material  
2 terms of the *Settlement Agreement*.

3 28. COPPER CREEK HOA is informed and believes and thereon alleges that the  
4 COPPER CREEK HOA has sustained damages as a result of the conduct of DEFENDANTS in  
5 that COPPER CREEK HOA dismissed its counterclaim and all damages it would have been  
6 entitled to had it continued to pursue its counterclaim against DEFENDANTS. COPPER  
7 CREEK HOA seeks all damages it would have been entitled to on its counterclaims against  
8 DEFENDANTS, which exceeds \$15,000.00 in an amount to be proven at trial. COPPER  
9 CREEK HOA has also had to hire attorneys to file this action and it seeks reimbursement of its  
10 attorneys' fees and costs incurred in this action.  
11

12 WHEREFORE, COPPER CREEK HOA prays for judgment as hereinafter set forth.  
13

14 **FIFTH CAUSE OF ACTION**  
15 **Civil Conspiracy**  
16 **(Against DEFENDANTS, and DOES 1 through 100)**

17 29. COPPER CREEK HOA re-alleges and incorporates by reference paragraphs 1  
18 through 28.

19 30. COPPER CREEK HOA is informed and believes and thereon alleges that  
20 DEFENDANTS, and each of them, engaged in concerted action and a civil conspiracy for the  
21 unlawful purpose of inducing COPPER CREEK HOA to dismiss its counterclaim against  
22 DEFENDANTS with prejudice, and for the purpose of harming COPPER CREEK HOA.  
23

24 31. COPPER CREEK HOA is informed and believes and thereon alleges that the  
25 COPPER CREEK HOA has sustained damages as a result of the conduct of DEFENDANTS in  
26 that COPPER CREEK HOA dismissed its counterclaim and all damages it would have been  
27 entitled to had it continued to pursue its counterclaim against DEFENDANTS. COPPER  
28

1 CREEK HOA seeks all damages it would have been entitled to on its counterclaims against  
2 DEFENDANTS, which exceeds \$15,000.00 in an amount to be proven at trial. COPPER  
3 CREEK HOA has also had to hire attorneys to file this action and it seeks reimbursement of its  
4 attorneys' fees and costs incurred in this action.

5 32. COPPER CREEK HOA is informed and believes and thereon alleges that the  
6 conduct of DEFENDANTS, and each of them, was done with fraud, malice, oppression and  
7 constituted despicable conduct, thus warranting the imposition of punitive damages against  
8 them.

9 WHEREFORE, COPPER CREEK HOA prays for judgment as hereinafter set forth.

10 **III. PRAYER**

11 WHEREFORE, COPPER CREEK HOA prays for judgment against DEFENDANTS  
12 and DOES 1 through 100, and each of them, as follows:

- 13 1. For general and special damages in excess of \$15,000.00;
- 14 2. An injunction prohibiting DEFENDANTS' conduct that is in direct violation of  
15 the material terms of the *Settlement Agreement*;
- 16 3. For punitive damages on the Second, Third and Fifth Causes of Action;
- 17 4. For prejudgment interest;
- 18 5. For cost of suit and attorneys' fees incurred by COPPER CREEK HOA herein;
- 19 and
- 20 6. For such other and further relief as the Court may deem just and proper.

21 ///

22 ///

23 ///

**IV. DEMAND FOR JURY TRIAL**

COPPER CREEK HOA herein demands a trial by jury on all issues so triable.

DATED: March 13, 2019

ANGIUS & TERRY LLP

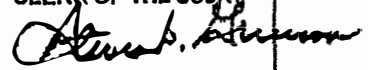
*/s/ David Bray*

By

\_\_\_\_\_  
Bradley Epstein, Esq., SBN 5296  
Scott P. Kelsey, Esq., SBN 7770  
David M. Bray, Esq., SBN 12706  
9127 W. Russell Rd., Suite 220  
Las Vegas, Nevada 89148  
*Attorneys for Plaintiff*

EXHIBIT A

EXHIBIT A



NEO  
Bradley Epstein, Esq. SBN 5296  
Troy R. Dickerson, Esq. SBN 9381  
Michael M. McKelleb, Esq. SBN 12040  
ANGIUS & TERRY LLP  
9127 W. Russell Road, Suite 220  
Las Vegas, NV 89148  
Telephone: (702) 990-2017  
Facsimile: (702) 990-2018  
[mmckelleb@angius-terry.com](mailto:mmckelleb@angius-terry.com)  
*Attorneys for Defendants*

DISTRICT COURT

CLARK COUNTY NEVADA

JERRY HINES, an individual, BEVERLY MYERS, as trustee of BEVERLY HOUSE MYERS REVOCABLE TRUST, TERESA MCNAIR, an individual, and all similarly situated owners in Copper Creek,

Case No.: A-13-681172-C  
Dept. No.: XIII

NOTICE OF ENTRY OF STIPULATION AND ORDER TO DISMISS WITH PREJUDICE

Plaintiffs,

v.

COPPER CREEK HOMEOWNERS ASSOCIATION, a Nevada Nonprofit Corporation, BENCHMARK PROPERTIES, INC., A Nevada Corporation, ASSOCIA NEVADA SOUTH, an unknown entity, CHRISTIAN DIAMANDIS, an individual, and DOES I through V, ROE CORPORATIONS I through V,

Defendants.

PLEASE TAKE NOTICE that a STIPULATION AND ORDER TO DISMISS WITH PREJUDICE was entered in the above-entitled action on the 18<sup>th</sup> day of October, 2017. A true and correct copy is attached hereto.

DATED this 19<sup>th</sup> day of October, 2017.

ANGIUS & TERRY LLP

*/s/ Michael McKelleb*

Michael W. McKelleb, Esq., SBN  
1120 N. Town Center Dr., Suite 260  
Las Vegas, NV 89144  
*Attorney for Defendants*



**CERTIFICATE OF SERVICE**

I hereby certify that on the 19<sup>th</sup> day of October, 2017, I served a true and correct copy of **STIPULATION AND ORDER TO DISMISS WITH PREJUDICE** by, electronic mail transmission only, by electronic filing of a true and correct copy of the same to each party addressed on the Service List Manager.

*/s/ Marcella L. McCoy*

---

An employee of Angius & Terry LLP

*Steven D. Grierson*

SAO

Bradley Epstein, Esq. SBN 5296  
Troy R. Dickerson, Esq. SBN 9381  
Michael M. McKelleb, Esq. SBN 12040  
ANGIUS & TERRY LLP  
1120 N. Town Center Drive, Suite 260  
Las Vegas, NV 89144  
Telephone: (702) 990-2017  
Facsimile: (702) 990-2018  
mmckelleb@angiu-terry.com  
Attorneys for Defendant

DISTRICT COURT

CLARK COUNTY NEVADA

JERRY HINES, an individual, TERESA MCNAIR, an individual; 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; and all similarly situated owners in Copper Creek,

Plaintiffs,

v.

COPPER CREEK HOMEOWNERS ASSOCIATION, a Nevada Nonprofit Corporation; DOES I through V, and ROE CORPORATIONS I through V,

Defendant.

Case No.: A-13-681172-C  
Dept. No.: XIII

STIPULATION AND ORDER TO  
DISMISS WITH PREJUDICE

COMES NOW Defendant COPPER CREEK HOMEOWNERS ASSOCIATION (the "Association" or "Copper Creek"), by and through its attorneys of record of the law firm of Angius & Terry LLP, and Plaintiffs JERRY HINES, TERESA MCNAIR, NICKEL MINE AVENUE TRUST, TRAVERTINE LANE TRUST, MAHOGANY MEADOWS AVENUE TRUST, and SATICOY BAY, LLC, by and through their attorneys of record of the law firm R. D. Young, LTD., and hereby stipulate as follows:

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

RECEIVED

OCT 13 2017

DISTRICT COURT DEPT#13



EXHIBIT B

EXHIBIT B

Confidential *Settlement Agreement*  
submitted to Court by personal delivery  
for in camera review

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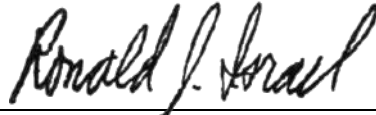
1           **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and  
2 Affidavit to be reasonable and adopts the same.

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 Honorable Ronald J. Israel  
19 District Court Judge

20 15B EE9 63B7 5C28

SC

21 Ronald J. Israel  
22 District Court Judge

A-19-791060-C

23 Submitted by:

Approved as to Form:

24 BRAY LAW GROUP LLC

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

25 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

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

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



## David Bray

---

**From:** Nikoll Nikci <[nnikci@bohnlawfirm.com](mailto:nnikci@bohnlawfirm.com)>  
**Sent:** Thursday, September 24, 2020 2:38 PM  
**To:** David Bray  
**Subject:** RE: Copper Creek HOA v. Saticoy Bay LLC et al. / Our File No. 3200.006 re: PROPOSED ORDERS ON ATTORNEYS' FEES & COST; RELEASE OF BOND

David,

You can use my e-signature on both orders.

Thank you,

Nikoll Nikci, Esq.  
Law Offices of  
Michael F. Bohn, Esq., Ltd.  
2260 Corporate Circle  
Suite 480  
Henderson, NV 89074  
(702) 642-3113  
(702) 642-9766 FAX  
[nnikci@bohnlawfirm.com](mailto:nnikci@bohnlawfirm.com)

### Confidentiality Notice

This message is being sent by or on behalf of a lawyer. It is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message.

---

**From:** David Bray [<mailto:david@braylawgroup.com>]  
**Sent:** Tuesday, September 15, 2020 9:56 PM  
**To:** Nikoll Nikci <[nnikci@bohnlawfirm.com](mailto:nnikci@bohnlawfirm.com)>  
**Subject:** Re: Copper Creek HOA v. Saticoy Bay LLC et al. / Our File No. 3200.006 re: PROPOSED ORDERS ON ATTORNEYS' FEES & COST; RELEASE OF BOND

Sure thing.

On Sep 15, 2020, at 9:47 PM, Nikoll Nikci <[nnikci@bohnlawfirm.com](mailto:nnikci@bohnlawfirm.com)> wrote:

David,

Apologies I am wrapping up a trial tomorrow, can you give me until Thursday to look at the orders?

Thank you,

Nikoll Nikci, Esq.  
Law Offices of  
Michael F. Bohn, Esq., Ltd.  
2260 Corporate Circle

Suite 480  
Henderson, NV 89074  
(702) 642-3113  
(702) 642-9766 FAX  
[nnikci@bohnlawfirm.com](mailto:nnikci@bohnlawfirm.com)

**Confidentiality Notice**

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---

**From:** David Bray [<mailto:david@braylawgroup.com>]  
**Sent:** Tuesday, September 15, 2020 2:32 PM  
**To:** Nikoll Nikci <[nnikci@bohnlawfirm.com](mailto:nnikci@bohnlawfirm.com)>  
**Subject:** RE: Copper Creek HOA v. Saticoy Bay LLC et al. / Our File No. 3200.006 re: PROPOSED ORDERS ON ATTORNEYS' FEES & COST; RELEASE OF BOND

Nik,

I have not heard anything back from you regarding the two (2) proposed Orders. Be advised that I will be submitting them to the Court tomorrow for execution. Thank you.

<image001.png>

**David Bray | Attorney**

**[Bray Law Group LLC](#)**

1180 N. Town Center Dr. Ste. 100 | Las Vegas, NV 89144

Phone: 702-623-0046 | Fax: 725-210-5800

CONFIDENTIALITY NOTICE: This communication contains information which (a) may be legally privileged, proprietary in nature, or otherwise protected by law from disclosure, and (b) is intended only for the use of the addressee/s named. If you are not the addressee, or the person responsible for delivering this to the addressee/s, you are hereby notified that reading, copying, or distributing this communication is prohibited. If you have received this communication in error, please notify the sender immediately by calling (702) 623-0046. Thank you.

---

**From:** David Bray  
**Sent:** Monday, August 31, 2020 12:33 PM  
**To:** Nikoll Nikci <[nnikci@bohnlawfirm.com](mailto:nnikci@bohnlawfirm.com)>  
**Subject:** Copper Creek HOA v. Saticoy Bay LLC et al. / Our File No. 3200.006 re: PROPOSED ORDERS ON ATTORNEYS' FEES & COST; RELEASE OF BOND

NN,

Good afternoon. Please find attached for your review the proposed Orders granting Plaintiff's Motion for An Award of Attorneys' Fees and Costs and the Release of the Injunctive Bond. If you have any requested revisions, please let me know. Thanks!

<image001.png>

**David Bray | Attorney**

**[Bray Law Group LLC](#)**

1180 N. Town Center Dr. Ste. 100 | Las Vegas, NV 89144

Phone: 702-623-0046 | Fax: 725-210-5800

CONFIDENTIALITY NOTICE: This communication contains information which (a) may be legally privileged, proprietary in nature, or otherwise protected by law from disclosure, and (b) is intended only for the use of the addressee/s named. If you are not the addressee, or the person responsible for delivering this to the addressee/s, you are hereby notified that reading, copying, or distributing this communication is prohibited. If you have received this communication in error, please notify the sender immediately by calling (702) 623-0046. Thank you.

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 Order Granting Motion 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: 9/25/2020

16 E-Service BohnLawFirm

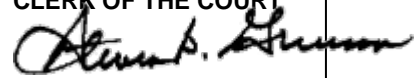
office@bohnlawfirm.com

17 Michael Bohn

mbohn@bohnlawfirm.com

18 David Bray

david@braylawgroup.com



NEO

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](mailto:david@braylawgroup.com)

*Attorneys for Defendant*

*Copper Creek Homeowners Association*

**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

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

///

1 ///

2 A true and correct copy is attached hereto.

3 Dated this 1<sup>st</sup> day of October, 2020.

BRAY LAW GROUP LLC

4 /s/ David Bray

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

11 **CERTIFICATE OF SERVICE**

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

17 /s/ David Bray

18 \_\_\_\_\_  
19 An Employee of Bray Law Group LLC  
20  
21  
22  
23  
24  
25  
26  
27  
28

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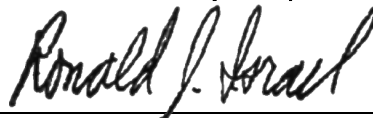
1           **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and  
2 Affidavit to be reasonable and adopts the same.

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 Honorable Ronald J. Israel  
19 District Court Judge

20 15B EE9 63B7 5C28

SC

21 Ronald J. Israel  
22 District Court Judge

A-19-791060-C

23 Submitted by:

Approved as to Form:

24 BRAY LAW GROUP LLC

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

25 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

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

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

*Heather S. Linn*

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](mailto: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:

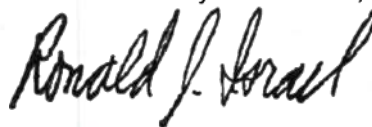
Description	Amounts
Damages	\$2,000.00
Attorneys' Fees & Costs	\$13,571.35
<b>Total Award Amount</b>	<b>\$15,571.35</b>

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

17 IT IS SO ORDERED.

18 Dated this \_\_\_\_\_ day of November, 2020.

19 Dated this 6th day of November, 2020

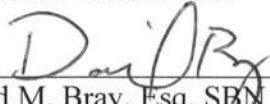
20 

21  
22 Honorable Ronald J. Israel  
23 District Court Judge  
24 B98-07075FF-3558  
25 Ronald J. Israel  
26 A-19-791060-C  
27 District Court Judge

SC

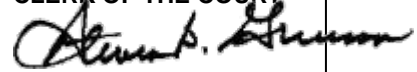
28 Submitted by:

BRAY LAW GROUP LLC

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

**EXHIBIT 1**

**EXHIBIT 1**



NEO

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](mailto: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

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*  
*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 \_\_\_\_\_  
5 David M. Bray, Esq. SBN 12706  
6 1180 N. Town Center Dr. Ste. 100  
7 Las Vegas, NV 89144  
8 *Attorney for Plaintiff*

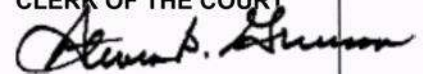
9 **CERTIFICATE OF SERVICE**

10 I hereby certify on this 6<sup>th</sup> 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





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

25  
26 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
27 Plaintiff's damages for the six (6) Subject Homes is six thousand dollars (\$6,000.00).  
28



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

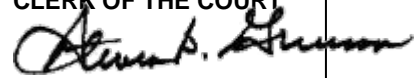
28  
29           Approved as to Form:  
30           LAW OFFICES OF MICHEL F. BOHN, ESQ.,  
31           LTD.

32           /s/ Nikoll Nikci, Esq.

33           Nikoll Nikci, Esq., SBN 10699  
34           2260 Corporate Circle, Suite 480  
35           Henderson, Nevada 89074  
36           Attorneys for Defendants

**EXHIBIT 2**

**EXHIBIT 2**



NEO

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](mailto:david@braylawgroup.com)

*Attorneys for Defendant*

*Copper Creek Homeowners Association*

**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

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

///

1 ///

2 A true and correct copy is attached hereto.

3 Dated this 1<sup>st</sup> day of October, 2020.

BRAY LAW GROUP LLC

4 /s/ David Bray

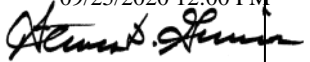
5 \_\_\_\_\_  
6 David M. Bray, Esq. SBN 12706  
7 1180 N. Town Center Dr. Ste. 100  
8 Las Vegas, Nevada 89144  
9 *Attorney for Defendant*  
10 *Copper Creek Homeowners Association*

11 **CERTIFICATE OF SERVICE**

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

17 /s/ David Bray

18 \_\_\_\_\_  
19 An Employee of Bray Law Group LLC  
20  
21  
22  
23  
24  
25  
26  
27  
28

  
CLERK OF THE COURT

**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](mailto: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

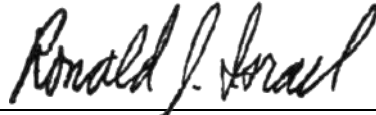
1           **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and  
2 Affidavit to be reasonable and adopts the same.

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 Honorable Ronald J. Israel  
19 District Court Judge

20 15B EE9 63B7 5C28

SC

21 Ronald J. Israel  
22 District Court Judge

A-19-791060-C

23 Submitted by:

Approved as to Form:

24 BRAY LAW GROUP LLC

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

25 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

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

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



*Heather S. Linn*

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](mailto: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:

10

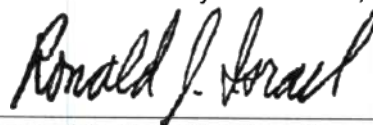
Description	Amounts
Damages	\$1,000.00
Attorneys' Fees & Costs Incurred	\$6,785.68
<b>Total Award Amount</b>	<b>\$7,785.68</b>

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.

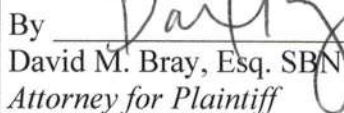
19  
20 Dated this 6th day of November, 2020

21 

22 Honorable Ronald J. Israel  
23 District Court Judge

24 Submitted by:

25 BRAY LAW GROUP LLC

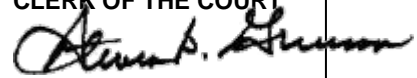
26 By   
27 David M. Bray, Esq. SBN 12706  
28 Attorney for Plaintiff

488 EFC 96C3 A888  
AR 20106 Israel  
District Court Judge

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](mailto: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 \_\_\_\_\_  
5 David M. Bray, Esq. SBN 12706  
6 1180 N. Town Center Dr. Ste. 100  
7 Las Vegas, NV 89144  
8 *Attorney for Plaintiff*

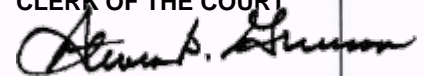
9 **CERTIFICATE OF SERVICE**

10 I hereby certify on this 6<sup>th</sup> 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





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

25  
26 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
27 Plaintiff's damages for the six (6) Subject Homes is six thousand dollars (\$6,000.00).  
28



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

28  
29           Approved as to Form:  
30           LAW OFFICES OF MICHEL F. BOHN, ESQ.,  
31           LTD.

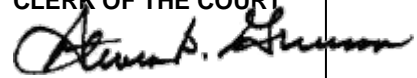
32           /s/ Nikoll Nikci, Esq.

33           Nikoll Nikci, Esq., SBN 10699  
34           2260 Corporate Circle, Suite 480  
35           Henderson, Nevada 89074  
36           Attorneys for Defendants



**EXHIBIT 2**

**EXHIBIT 2**



NEO

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](mailto:david@braylawgroup.com)

*Attorneys for Defendant*

*Copper Creek Homeowners Association*

**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

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

///

1 ///

2 A true and correct copy is attached hereto.

3 Dated this 1<sup>st</sup> day of October, 2020.

BRAY LAW GROUP LLC

4 /s/ David Bray

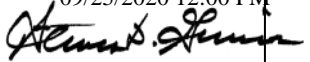
5 \_\_\_\_\_  
6 David M. Bray, Esq. SBN 12706  
7 1180 N. Town Center Dr. Ste. 100  
8 Las Vegas, Nevada 89144  
9 *Attorney for Defendant*  
10 *Copper Creek Homeowners Association*

11 **CERTIFICATE OF SERVICE**

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

17 /s/ David Bray

18 \_\_\_\_\_  
19 An Employee of Bray Law Group LLC  
20  
21  
22  
23  
24  
25  
26  
27  
28

  
CLERK OF THE COURT

**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](mailto: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

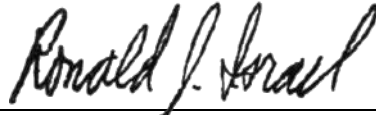
1           **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and  
2 Affidavit to be reasonable and adopts the same.

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 Honorable Ronald J. Israel  
19 District Court Judge

20 15B EE9 63B7 5C28

SC

21 Ronald J. Israel  
22 District Court Judge

A-19-791060-C

23 Submitted by:

Approved as to Form:

24 BRAY LAW GROUP LLC

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

25 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

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

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

*Heather S. Linn*

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](mailto: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:

10

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

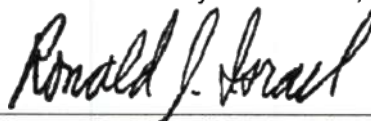
11  
12

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

18 IT IS SO ORDERED.

19  
20 Dated this \_\_\_\_\_ day of November, 2020.

21 Dated this 6th day of November, 2020

22 

23 Honorable Ronald J. Israel

24 District Court Judge

A39 110 8C5E 2EFB

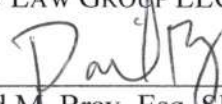
197910606

District Court Judge

SC

25 Submitted by:

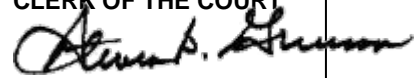
26 BRAY LAW GROUP LLC

27 By   
David M. Bray, Esq. SBN 12706

28 *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](mailto: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

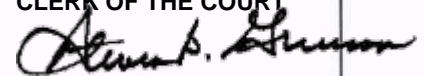
4 By \_\_\_\_\_  
5 David M. Bray, Esq. SBN 12706  
6 1180 N. Town Center Dr. Ste. 100  
7 Las Vegas, NV 89144  
8 *Attorney for Plaintiff*

9 **CERTIFICATE OF SERVICE**

10 I hereby certify on this 6<sup>th</sup> 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



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

25  
26 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
27 Plaintiff's damages for the six (6) Subject Homes is six thousand dollars (\$6,000.00).  
28

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

28  
29           Approved as to Form:  
30           LAW OFFICES OF MICHEL F. BOHN, ESQ.,  
31           LTD.

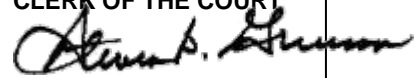
32           /s/ Nikoll Nikci, Esq.

33           Nikoll Nikci, Esq., SBN 10699  
34           2260 Corporate Circle, Suite 480  
35           Henderson, Nevada 89074  
36           Attorneys for Defendants

**EXHIBIT 2**

**EXHIBIT 2**





NEO

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](mailto:david@braylawgroup.com)

*Attorneys for Defendant*

*Copper Creek Homeowners Association*

**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

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

///

1 ///

2 A true and correct copy is attached hereto.

3 Dated this 1<sup>st</sup> day of October, 2020.

BRAY LAW GROUP LLC

4 /s/ David Bray

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

11 **CERTIFICATE OF SERVICE**

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

17 /s/ David Bray

18 \_\_\_\_\_  
19 An Employee of Bray Law Group LLC  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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](mailto: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

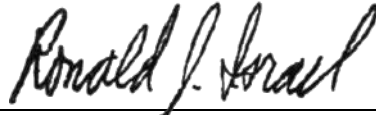
1           **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and  
2 Affidavit to be reasonable and adopts the same.

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 Honorable Ronald J. Israel  
19 District Court Judge

20 15B EE9 63B7 5C28

SC

21 Ronald J. Israel  
22 District Court Judge

A-19-791060-C

23 Submitted by:

Approved as to Form:

24 BRAY LAW GROUP LLC

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

25 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

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

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

*Heather S. Linn*

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  
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[david@braylawgroup.com](mailto: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  
TRAVERTINE LANE 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 TRAVERTINE LANE TRUST ("Defendant") breached the Settlement Agreement and Release between the parties concerning the property located at 6777 Travertine Lane. 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 in this case given the Court's ruling that Defendant breached the settlement agreement. *See* Exhibit "1".

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

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

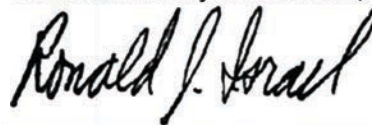
Description	Amounts
Damages	\$1,000.00
Attorneys' Fees & Costs Incurred	\$6,785.68
<b>Total Award Amount</b>	<b>\$7,785.68</b>

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

IT IS SO ORDERED.

Dated this \_\_\_\_\_ day of November, 2020.

Dated this 6th day of November, 2020



Honorable Ronald J. Israel

809-302-6589 FAX 809-302-6589

Ronald J. Israel  
District Court Judge

SC

Submitted by:

BRAY LAW GROUP, LLC

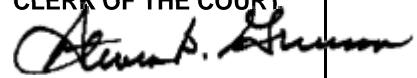
By 

David M. Bray, Esq. SBN 12706  
*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](mailto: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

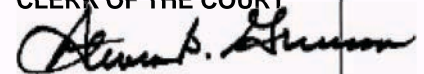
4 By \_\_\_\_\_  
5 David M. Bray, Esq. SBN 12706  
6 1180 N. Town Center Dr. Ste. 100  
7 Las Vegas, NV 89144  
8 *Attorney for Plaintiff*

9 **CERTIFICATE OF SERVICE**

10 I hereby certify on this 6<sup>th</sup> 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



**ORDER**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
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Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto: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 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
23 Plaintiff's Motion for Summary Judgment is hereby Denied, in part, in that Plaintiff's damages  
24 are capped, pursuant to NRS 116.31031, to one thousand dollars (\$1,000.00) per home.

25  
26 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
27 Plaintiff's damages for the six (6) Subject Homes is six thousand dollars (\$6,000.00).  
28



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

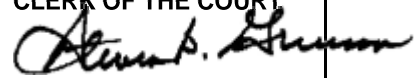
28  
29           Approved as to Form:  
30           LAW OFFICES OF MICHEL F. BOHN, ESQ.,  
31           LTD.

32           /s/ Nikoll Nikci, Esq.

33           Nikoll Nikci, Esq., SBN 10699  
34           2260 Corporate Circle, Suite 480  
35           Henderson, Nevada 89074  
36           Attorneys for Defendants

**EXHIBIT 2**

**EXHIBIT 2**



NEO

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](mailto:david@braylawgroup.com)

*Attorneys for Defendant*

*Copper Creek Homeowners Association*

**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

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

///



1 ///

2 A true and correct copy is attached hereto.

3 Dated this 1<sup>st</sup> day of October, 2020.

BRAY LAW GROUP LLC

4 /s/ David Bray

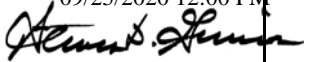
5 \_\_\_\_\_  
6 David M. Bray, Esq. SBN 12706  
7 1180 N. Town Center Dr. Ste. 100  
8 Las Vegas, Nevada 89144  
9 *Attorney for Defendant*  
10 *Copper Creek Homeowners Association*

11 **CERTIFICATE OF SERVICE**

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

17 /s/ David Bray

18 \_\_\_\_\_  
19 An Employee of Bray Law Group LLC

  
CLERK OF THE COURT

**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](mailto: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  
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MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
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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  
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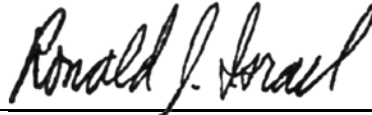
1           **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and  
2 Affidavit to be reasonable and adopts the same.

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 Honorable Ronald J. Israel  
19 District Court Judge

20 15B EE9 63B7 5C28

SC

21 Ronald J. Israel  
22 District Court Judge

A-19-791060-C

23 Submitted by:

Approved as to Form:

24 BRAY LAW GROUP LLC

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

25 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

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

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

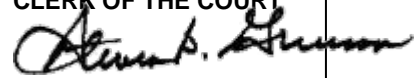
office@bohnlawfirm.com

17 Michael Bohn

mbohn@bohnlawfirm.com

18 David Bray

david@braylawgroup.com



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](mailto: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

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

29 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

33 ///

34 ///

1 A true and correct copy is attached hereto.

2 Dated this 9<sup>th</sup> day of November, 2020.

BRAY LAW GROUP LLC

3 */s/ David Bray*

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

10 **CERTIFICATE OF SERVICE**

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

17 */s/ David Bray*

18 \_\_\_\_\_  
19 An Employee of Bray Law Group LLC

*Heather S. Linn*

CLERK OF THE COURT

**JGJV**

David M. Bray, Esq. SBN 12706  
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[david@braylawgroup.com](mailto: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:

10

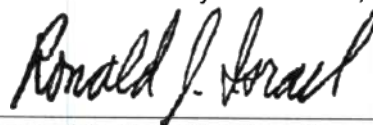
Description	Amounts
Damages	\$1,000.00
Attorneys' Fees & Costs Incurred	\$6,785.68
<b>Total Award Amount</b>	<b>\$7,785.68</b>

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.

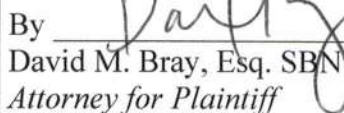
19  
20 Dated this 6th day of November, 2020

21 

22 Honorable Ronald J. Israel  
23 District Court Judge

24 Submitted by:

25 BRAY LAW GROUP LLC

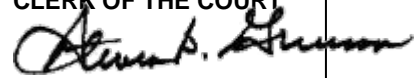
26 By   
27 David M. Bray, Esq. SBN 12706  
28 Attorney for Plaintiff

488 EFC 96C3 A888  
AR 20106 Israel  
District Court Judge

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  
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8 [david@braylawgroup.com](mailto: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

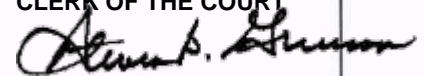
4 By \_\_\_\_\_  
5 David M. Bray, Esq. SBN 12706  
6 1180 N. Town Center Dr. Ste. 100  
7 Las Vegas, NV 89144  
8 *Attorney for Plaintiff*

9 **CERTIFICATE OF SERVICE**

10 I hereby certify on this 6<sup>th</sup> 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



**ORDER**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
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*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 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
23 Plaintiff's Motion for Summary Judgment is hereby Denied, in part, in that Plaintiff's damages  
24 are capped, pursuant to NRS 116.31031, to one thousand dollars (\$1,000.00) per home.

25  
26 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
27 Plaintiff's damages for the six (6) Subject Homes is six thousand dollars (\$6,000.00).  
28

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

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

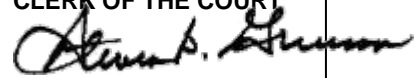
/s/ Nikoll Nikci, Esq.

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

**EXHIBIT 2**

**EXHIBIT 2**





NEO

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Facsimile: (725) 210-5800

[david@braylawgroup.com](mailto:david@braylawgroup.com)

*Attorneys for Defendant*

*Copper Creek Homeowners Association*

**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

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

///

1 ///

2 A true and correct copy is attached hereto.

3 Dated this 1<sup>st</sup> day of October, 2020.

BRAY LAW GROUP LLC

4 /s/ David Bray

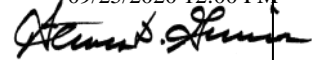
5 \_\_\_\_\_  
6 David M. Bray, Esq. SBN 12706  
7 1180 N. Town Center Dr. Ste. 100  
8 Las Vegas, Nevada 89144  
9 *Attorney for Defendant*  
10 *Copper Creek Homeowners Association*

11 **CERTIFICATE OF SERVICE**

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

17 /s/ David Bray

18 \_\_\_\_\_  
19 An Employee of Bray Law Group LLC  
20  
21  
22  
23  
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27  
28

  
CLERK OF THE COURT

**ORDER**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
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Las Vegas, NV 89144  
Telephone: (702) 623-0046  
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[david@braylawgroup.com](mailto: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

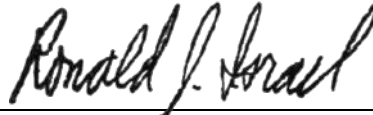
1           **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and  
2 Affidavit to be reasonable and adopts the same.

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 Honorable Ronald J. Israel  
19 District Court Judge

20 15B EE9 63B7 5C28

SC

21 Ronald J. Israel  
22 District Court Judge

A-19-791060-C

23 Submitted by:

Approved as to Form:

24 BRAY LAW GROUP LLC

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

25 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

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

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

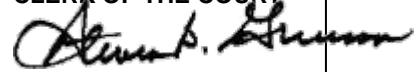
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18 David Bray

david@braylawgroup.com



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[david@braylawgroup.com](mailto:david@braylawgroup.com)

*Attorneys for Plaintiff*

*Copper Creek Homeowners Association*

**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

**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**

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

PLEASE TAKE NOTICE that a *Judgment Against Defendant Saticoy Bay Llc 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 9<sup>th</sup> day of November, 2020.

BRAY LAW GROUP LLC

3 */s/ David Bray*

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

10 **CERTIFICATE OF SERVICE**

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

17 */s/ David Bray*

18 \_\_\_\_\_  
19 An Employee of Bray Law Group LLC  
20  
21  
22  
23  
24  
25  
26  
27  
28



*Heather S. Linn*

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  
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[david@braylawgroup.com](mailto: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:

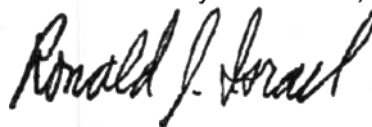
Description	Amounts
Damages	\$2,000.00
Attorneys' Fees & Costs	\$13,571.35
<b>Total Award Amount</b>	<b>\$15,571.35</b>

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

17 IT IS SO ORDERED.

18 Dated this \_\_\_\_\_ day of November, 2020.

19 Dated this 6th day of November, 2020

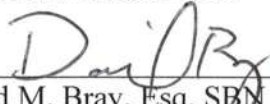
20 

21  
22 Honorable Ronald J. Israel  
23 District Court Judge  
24 B98-07075FF-3558  
25 Ronald J. Israel  
26 A-19-791060-C  
27 District Court Judge

SC

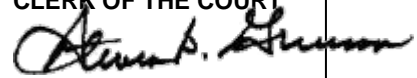
28 Submitted by:

BRAY LAW GROUP LLC

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

**EXHIBIT 1**

**EXHIBIT 1**



NEO

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](mailto: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

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*  
*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 \_\_\_\_\_  
5 David M. Bray, Esq. SBN 12706  
6 1180 N. Town Center Dr. Ste. 100  
7 Las Vegas, NV 89144  
8 *Attorney for Plaintiff*

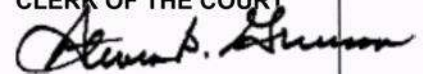
9 **CERTIFICATE OF SERVICE**

10 I hereby certify on this 6<sup>th</sup> 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





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

25  
26 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
27 Plaintiff's damages for the six (6) Subject Homes is six thousand dollars (\$6,000.00).  
28



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

28  
29           Approved as to Form:  
30           LAW OFFICES OF MICHEL F. BOHN, ESQ.,  
31           LTD.

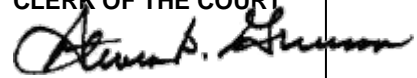
32           /s/ Nikoll Nikci, Esq.

33           Nikoll Nikci, Esq., SBN 10699  
34           2260 Corporate Circle, Suite 480  
35           Henderson, Nevada 89074  
36           Attorneys for Defendants



**EXHIBIT 2**

**EXHIBIT 2**



NEO

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](mailto:david@braylawgroup.com)

*Attorneys for Defendant*

*Copper Creek Homeowners Association*

**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

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

///

1 ///

2 A true and correct copy is attached hereto.

3 Dated this 1<sup>st</sup> day of October, 2020.

BRAY LAW GROUP LLC

4 /s/ David Bray

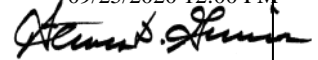
5 \_\_\_\_\_  
6 David M. Bray, Esq. SBN 12706  
7 1180 N. Town Center Dr. Ste. 100  
8 Las Vegas, Nevada 89144  
9 *Attorney for Defendant*  
10 *Copper Creek Homeowners Association*

11 **CERTIFICATE OF SERVICE**

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

17 /s/ David Bray

18 \_\_\_\_\_  
19 An Employee of Bray Law Group LLC  
20  
21  
22  
23  
24  
25  
26  
27  
28

  
CLERK OF THE COURT

**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](mailto: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

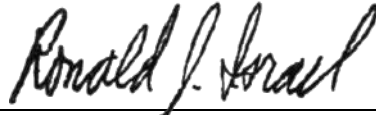
1           **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and  
2 Affidavit to be reasonable and adopts the same.

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 Honorable Ronald J. Israel  
19 District Court Judge

20 15B EE9 63B7 5C28

SC

21 Ronald J. Israel  
22 District Court Judge

A-19-791060-C

23 Submitted by:

Approved as to Form:

24 BRAY LAW GROUP LLC

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

25 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

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

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

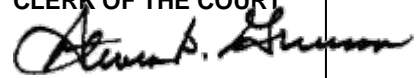
office@bohnlawfirm.com

17 Michael Bohn

mbohn@bohnlawfirm.com

18 David Bray

david@braylawgroup.com



NEO

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](mailto:david@braylawgroup.com)

Attorneys for Plaintiff

Copper Creek Homeowners Association

**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

**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**

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

PLEASE TAKE NOTICE that a *Judgment Against Defendant Travertine Lane 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 9<sup>th</sup> day of November, 2020.

BRAY LAW GROUP LLC

3 */s/ David Bray*

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

10 **CERTIFICATE OF SERVICE**

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

17 */s/ David Bray*

18 \_\_\_\_\_  
19 An Employee of Bray Law Group LLC

*Heather S. Smith*

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](mailto: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  
TRAVERTINE LANE 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 TRAVERTINE LANE TRUST ("Defendant") breached the Settlement Agreement and Release between the parties concerning the property located at 6777 Travertine Lane. 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 in this case given the Court's ruling that Defendant breached the settlement agreement. *See* Exhibit "1".

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

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

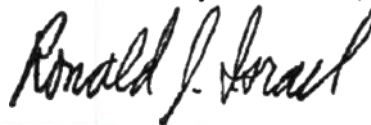
Description	Amounts
Damages	\$1,000.00
Attorneys' Fees & Costs Incurred	\$6,785.68
<b>Total Award Amount</b>	<b>\$7,785.68</b>

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

IT IS SO ORDERED.

Dated this \_\_\_\_\_ day of November, 2020.

Dated this 6th day of November, 2020



Honorable Ronald J. Israel

809-302-6589 FAX 809-302-6589

Ronald J. Israel  
District Court Judge

SC

Submitted by:

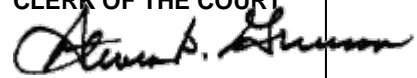
BRAY LAW GROUP, LLC

By 

David M. Bray, Esq. SBN 12706  
Attorney for Plaintiff

**EXHIBIT 1**

**EXHIBIT 1**



NEO

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](mailto: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

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*  
*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 \_\_\_\_\_  
5 David M. Bray, Esq. SBN 12706  
6 1180 N. Town Center Dr. Ste. 100  
7 Las Vegas, NV 89144  
8 *Attorney for Plaintiff*

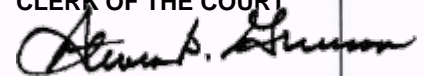
9 **CERTIFICATE OF SERVICE**

10 I hereby certify on this 6<sup>th</sup> 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





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

25  
26 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
27 Plaintiff's damages for the six (6) Subject Homes is six thousand dollars (\$6,000.00).  
28



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

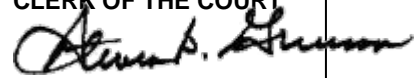
Approved as to Form:  
LAW OFFICES OF MICHEL F. BOHN, ESQ.,  
LTD.

/s/ Nikoll Nikci, Esq.

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

**EXHIBIT 2**

**EXHIBIT 2**



NEO

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](mailto:david@braylawgroup.com)

*Attorneys for Defendant*

*Copper Creek Homeowners Association*

**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

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

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1 ///

2 A true and correct copy is attached hereto.

3 Dated this 1<sup>st</sup> day of October, 2020.

BRAY LAW GROUP LLC

4 /s/ David Bray

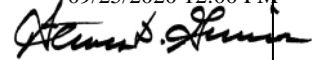
5 \_\_\_\_\_  
6 David M. Bray, Esq. SBN 12706  
7 1180 N. Town Center Dr. Ste. 100  
8 Las Vegas, Nevada 89144  
9 *Attorney for Defendant*  
10 *Copper Creek Homeowners Association*

11 **CERTIFICATE OF SERVICE**

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

17 /s/ David Bray

18 \_\_\_\_\_  
19 An Employee of Bray Law Group LLC  
20  
21  
22  
23  
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28

  
CLERK OF THE COURT

**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](mailto: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

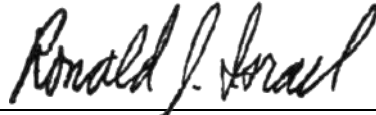
1           **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and  
2 Affidavit to be reasonable and adopts the same.

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 Honorable Ronald J. Israel  
19 District Court Judge

20 15B EE9 63B7 5C28

SC

21 Ronald J. Israel  
22 District Court Judge

A-19-791060-C

23 Submitted by:

Approved as to Form:

24 BRAY LAW GROUP LLC

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

25 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

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

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

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Copper Creek Homeowners  
Association, Plaintiff(s)

CASE NO: A-19-791060-C

7 vs.

DEPT. NO. Department 28

8  
9 Nickel Mine Avenue Trust,  
Defendant(s)

10  
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

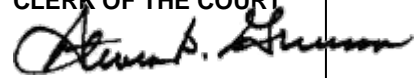
mbohn@bohnlawfirm.com

18 David Bray

david@braylawgroup.com

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NEO

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
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Las Vegas, NV 89144

Telephone: (702) 623-0046  
Facsimile: (725) 210-5800

[david@braylawgroup.com](mailto:david@braylawgroup.com)

Attorneys for Plaintiff

Copper Creek Homeowners Association

**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

**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**

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

PLEASE TAKE NOTICE that a *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* was entered on November 6, 2020.

///

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1 A true and correct copy is attached hereto.

2 Dated this 9<sup>th</sup> day of November, 2020.

BRAY LAW GROUP LLC

3 */s/ David Bray*

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

10 **CERTIFICATE OF SERVICE**

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

17 */s/ David Bray*

18 \_\_\_\_\_  
19 An Employee of Bray Law Group LLC

*Heather S. Linn*

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  
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[david@braylawgroup.com](mailto: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:

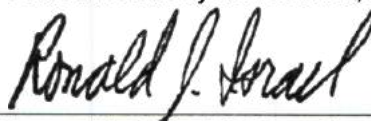
Description	Amounts
Damages	\$2,000.00
Attorneys' Fees & Costs Incurred	\$13,571.35
<b>Total Award Amount</b>	<b>\$15,571.35</b>

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

18 IT IS SO ORDERED.

19 Dated this \_\_\_\_\_ day of November, 2020.

21 Dated this 6th day of November, 2020

22 

23 Honorable Ronald J. Israel

24 District Court Judge

A39 110 8C5E 2EFB

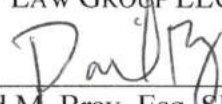
1919791060-6

District Court Judge

SC

25 Submitted by:

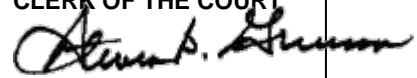
26 BRAY LAW GROUP LLC

27 By   
David M. Bray, Esq. SBN 12706

28 *Attorney for Plaintiff*

**EXHIBIT 1**

**EXHIBIT 1**



NEO

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](mailto: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  
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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

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*  
*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*

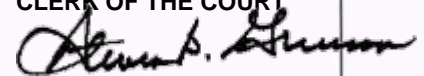
9 **CERTIFICATE OF SERVICE**

10 I hereby certify on this 6<sup>th</sup> 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  
17  
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**ORDER**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
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Telephone: (702) 623-0046  
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[david@braylawgroup.com](mailto: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 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
23 Plaintiff's Motion for Summary Judgment is hereby Denied, in part, in that Plaintiff's damages  
24 are capped, pursuant to NRS 116.31031, to one thousand dollars (\$1,000.00) per home.

25  
26 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
27 Plaintiff's damages for the six (6) Subject Homes is six thousand dollars (\$6,000.00).  
28

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

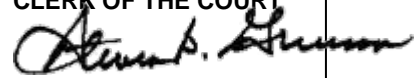
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29           Approved as to Form:  
30           LAW OFFICES OF MICHEL F. BOHN, ESQ.,  
31           LTD.

32           /s/ Nikoll Nikci, Esq.

33           Nikoll Nikci, Esq., SBN 10699  
34           2260 Corporate Circle, Suite 480  
35           Henderson, Nevada 89074  
36           Attorneys for Defendants

**EXHIBIT 2**

**EXHIBIT 2**



NEO

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*Attorneys for Defendant  
Copper Creek Homeowners Association*

**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

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

///

1 ///

2 A true and correct copy is attached hereto.

3 Dated this 1<sup>st</sup> day of October, 2020.

BRAY LAW GROUP LLC

4 /s/ David Bray

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

11 **CERTIFICATE OF SERVICE**

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

17 /s/ David Bray

18 \_\_\_\_\_  
19 An Employee of Bray Law Group LLC  
20  
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28



**ORDR**

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*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

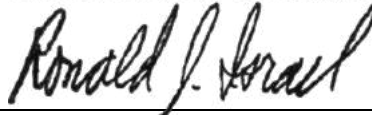
1           **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and  
2 Affidavit to be reasonable and adopts the same.

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 Honorable Ronald J. Israel  
19 District Court Judge

20 15B EE9 63B7 5C28

SC

21 Ronald J. Israel  
22 District Court Judge

A-19-791060-C

23 Submitted by:

Approved as to Form:

24 BRAY LAW GROUP LLC

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

25 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

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

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2260 Corporate Circle, Suite 480  
Henderson, NV 89074  
Attorneys for Defendants



1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Copper Creek Homeowners  
Association, Plaintiff(s)

CASE NO: A-19-791060-C

7 vs.

DEPT. NO. Department 28

8  
9 Nickel Mine Avenue Trust,  
Defendant(s)

10  
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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