

IN THE SUPREME COURT OF THE STATE OF NEVADA

BRET O. WHIPPLE, INDIVIDUALLY
AND AS PRESIDENT AND DIRECTOR
OF WHIPPLE CATTLE COMPANY,
INC., A NEVADA CORPORATION;
CODY K. WHIPPLE, INDIVIDUALLY
AND AS TREASURER OF WHIPPLE
CATTLE COMPANY, INC., A NEVADA
CORPORATION; KIRT R. WHIPPLE
INDIVIDUALLY AND AS SECRETARY
OF WHIPPLE CATTLE COMPANY, INC.,
A NEVADA CORPORATION; JANE E.
WHIPPLE, INDIVIDUALLY AND AS
DIRECTOR OF WHIPPLE CATTLE
COMPANY, INC., A NEVADA
CORPORATION; JANE WHIPPLE,
TRUSTEE OF JANE WHIPPLE FAMILY
TRUST AND AS MANAGING MEMBER
OF KENT WHIPPLE RANCH LLC; JANE
WHIPPLE FAMILY TRUST; KENT
WHIPPLE RANCH LLC; KATHRYN
WETZEL, INDIVIDUALLY; AND
WHIPPLE CATTLE COMPANY, INC.,
Appellant(s),

vs.

BETSY L. WHIPPLE, INDIVIDUALLY
AND AS SHAREHOLDER OF WHIPPLE
CATTLE COMPANY, INC., A NEVADA
CORPORATION,
Respondent(s),

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Jan 26 2022 02:07 p.m.
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Docket No: 82964

RECORD ON APPEAL

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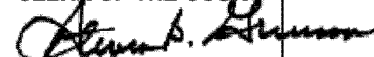
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CASE NO: A-20-827055-B
Department 13

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DISTRICT COURT
CLARK COUNTY, NEVADA

BETSY L. WHIPPLE, an individual

Plaintiff,

vs.

PEGGY WHIPPLE REGGIO, an individual,
JOHN REGGIO, an individual, DOE
INDIVIDUALS I through X; and ROE
CORPORATIONS I through X,

Defendants.

CASE NO.:

DEPT NO.:

COMPLAINT

ARBITRATION EXEMPTION

1. Action Seeking Declaratory Relief
2. Action Seeking Extraordinary Relief,
including Injunctive Relief

Plaintiff BETSY L. WHIPPLE ("Betsy" or "Plaintiff") hereby alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. Betsy is, and at all times relevant was, a resident of Lincoln County, Nevada.

2. Upon information and belief, at all times relevant hereto, Defendant Peggy Whipple Reggio ("Peggy") is and was a resident of Maricopa County, State of Arizona.

3. Upon information and belief, at all times relevant hereto, Defendant John Reggio ("John" and together with Peggy, "Defendants") is and was a resident of Maricopa County, State of Arizona. John is the husband of Peggy.

4. Defendants sued herein under the fictitious names of DOES I through X, inclusive, are presently unknown to Plaintiff but are believed to reside in the State of Nevada and are in some respect liable for the acts and omissions, whether intentional, negligent or otherwise, alleged herein.

5. Defendants sued herein under the fictitious names of ROE ENTITIES I through X, inclusive, are presently unknown to Plaintiff but are believed to be corporations or other business entities authorized to conduct business in the State of Nevada and are in some respect liable for the acts and omissions, whether intentional, negligent or otherwise, alleged herein.

6. This Court has subject-matter jurisdiction pursuant to Art. 6 § 6 of the Constitution of the State of Nevada and NRS § 4.370, as the amount in controversy exceeds \$15,000.00.

7. This Court has general personal jurisdiction over Defendants because they have had continuous and systematic contacts with the State of Nevada sufficient to render them at home in Nevada.

8. This Court also has specific personal jurisdiction over Defendants because the agreement at issue specifies that it “shall be governed by and construed in accordance with the laws of the state of Nevada (without giving effect to principles of conflicts of laws).” The shares of stock at issue are shares of stock in a Nevada corporation governed by Nevada Revised Statutes Chapter 78.

9. The events described herein occurred in Clark County and Lincoln County, Nevada.

10. Venue is proper under NRS 13.010(1) and NRS 13.040.

11. Venue is additionally proper because this matter if being filed in business court and this matter is a business court matter involving matters in which the primary claims or issues arise from the purchase and sale of the stock of a business, business torts, and will require decisions under NRS Chapter 78.

GENERAL ALLEGATIONS

12. This is a lawsuit regarding Defendants’ failure to transfer shares of stock sold to Plaintiff in a Nevada corporation named Whipple Cattle Company Incorporated, a Nevada corporation (“WCC”).

13. Plaintiff, Jane Whipple Bradshaw (“Jane”), Bret O. Whipple (“Bret”), and Kirt R. Whipple (“Kirt”) were all initial shareholders in WCC.

1 14. Upon information and belief, the corporate records of WCC have been kept and
2 maintained by Bret and may or may not be accurate.

3 15. According to the WCC corporate records, initially Jane owned 700 shares of the
4 stock in WCC evidenced by WCC Stock Certificate #1, Bret owned 100 shares of stock in WCC
5 evidenced by WCC Stock Certificate #2, Plaintiff owned 100 shares of stock in WCC evidenced
6 by WCC Stock Certificate #3, and Kirt owned 100 shares of stock in WCC evidenced by WCC
7 Stock Certificate #4.

8 16. In January of 1997, Jane sold 100 of her 700 shares of stock in WCC to Defendants
9 John and Peggy Reggio (as joint tenants with right of survivorship) evidenced by WCC Stock
10 Certificate #5, leaving Jane with 600 shares of stock in WCC.

11 17. Shortly after the John and Peggy Reggio purchased the 100 shares of stock in
12 WCC, they expressed interest in selling the shares.

13 18. In January of 1998, Jane sold 100 of her remaining 600 shares of stock in WCC
14 to Cody Whipple ("Cody") evidenced by WCC Stock Certificate #6, leaving Jane with 500 shares
15 of stock in WCC.

16 19. In January of 2004, Jane gave, transferred and assigned her remaining 500 shares
17 of stock in WCC as follows: (i) 100 shares to Bret evidenced by WCC Stock Certificate #7; (ii)
18 100 shares to Plaintiff evidenced by WCC Stock Certificate #8; (iii) 100 shares to Kirt evidenced
19 by WCC Stock Certificate #9; (iv) 100 shares to Defendant Peggy evidenced by WCC Stock
20 Certificate #10; and (v) 100 shares to Cody evidenced by WCC Stock Certificate #11, leaving
21 Jane with no further shares of stock in WCC.

22 20. Accordingly, as of January of 2004, each of Plaintiff, Bret, Kirt, and Cody owned
23 200 shares of stock in WCC, Defendant Peggy owned 100 shares of stock in WCC, and
24 Defendants Peggy and John together owned 100 shares of stock in WCC.

25 21. Plaintiff, Bret, Cody, Kirt, and Peggy are all siblings.

26 22. Jane is the mother of Plaintiff, Bret, Kirt, Defendant Peggy (who is married to
27 Defendant John), and Cody.
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23. WCC's assets originally consisted of 1,060 acres of ranch land, including water rights, located in Hiko, Nevada commonly known as the "River Ranch."

24. WCC later acquired several hundred head of cattle, other livestock, equipment, income-generating leases, and other assets.

25. WCC also has claims regarding valuable water rights.

26. According to Defendant John, as to the shares of WCC, there has always been a right of first refusal in that any shareholder who wished to sell his or her shares must first offer the shares to other shareholders before offering them to third parties.

27. Upon information and belief, this right of first refusal was communicated to Defendant John in writing by Bret, as the President of, a Director of, and the attorney for WCC. According to Defendant John, when Defendants John and Peggy initially purchased 100 shares of stock in WCC from Jane, Bret informed them of the following:

John I'm sure you are concerned about dumping money into a situation that you are not sure of your ownership or return. Even if you are not interested at all, we "the family" understand completely. To try to answer your fears, the debt on the land is for 20 years, and your ownership would be full. The only restriction would be a "first right of refusal." In other words, if you want to sell your percentage, you would have to give the last chance to another member of Whipple Cattle Company for the same price offered from someone outside the company.

28. According to Defendant John, Bret's statement accurately stated Defendant John's understanding throughout the course of his relationship with WCC and Defendants' intention when purchasing the shares of stock in WCC from Jane – that if a shareholder desired to sell his or her shares of stock, the remaining shareholders held a right of first refusal as to those shares of stock.

29. Although Defendants had expressed interest in selling their shares shortly after acquiring the initial 100 shares of stock in WCC from Jane, in approximately 2007, Defendants began more seriously discussing the possibility of selling their shares of stock in WCC to one or more shareholders in WCC with the shareholders in WCC.

30. By 2009, Defendants desired to sell their shares of stock in WCC and endeavored to sell their shares of stock by giving written notice by e-mail to all shareholders in WCC and

1 giving them an opportunity to purchase them. Plaintiff informed Defendants that she would
2 purchase Defendants' shares of stock in WCC and the terms of her offer, which were based on
3 an appraisal WCC had recently obtained of its assets.

4 31. Critical to Plaintiff's offer to purchase Defendants' shares was that she purchase
5 all 200 shares, and not just a portion. Defendants also informed Plaintiff that they would only
6 sell their shares to Plaintiff if Plaintiff agreed to purchase all of the shares, as Defendants informed
7 Plaintiff that they were tired of dealing with the family drama associated with WCC.

8 32. In response to Plaintiff's offer to purchase Defendants' shares of stock in WCC,
9 Defendants received threats from Bret that if Defendants sold their shares of stock in WCC to
10 Plaintiff, Defendant Peggy's entire family inheritance would be impacted. In other words, Bret
11 threatened Defendants against selling their shares of stock in WCC to Plaintiff by threatening
12 Defendant Peggy with her family inheritance. At the same time, Bret simultaneously refused to
13 purchase Defendants' shares or stock in WCC at a price anywhere close to what Plaintiff was
14 willing to pay for Defendants' shares of stock in WCC.

15 33. Notwithstanding Bret's threats, finally in 2012 Defendants agreed in writing and
16 formalized the transfer of their 200 shares of stock in WCC to Plaintiff.

17 34. On January 29, 2012, Defendants John and Peggy, as Sellers, and Plaintiff, as
18 Buyer, entered into that certain Stock Purchase Agreement (the "John and Peggy Stock Purchase
19 Agreement") for the sale and purchase of one hundred (100) shares in WCC owned by John and
20 Peggy (evidenced by WCC Stock Certificate #5) (the "John and Peggy Shares").

21 35. The John and Peggy Stock Purchase Agreement provides, in pertinent part, as
22 follows:

- 23 a. That Plaintiff would pay \$20,000 upon the effective date of the John and Peggy
24 Stock Purchase Agreement, \$20,000 at the one (1) year anniversary of the John
25 and Peggy Stock Purchase Agreement, \$100,000 at the two (2) year
26 anniversary of the John and Peggy Stock Purchase Agreement, and a final
27 payment of \$126,500 at the three (3) year anniversary of the John and Peggy
28

Stock Purchase Agreement.

- b. That Defendants John and Peggy, as the Sellers, had to deliver to Plaintiff contemporaneously with the John and Peggy Stock Purchase Agreement their stock certificate representing the John and Peggy Shares (WCC Stock Certificate #5), accompanied by stock powers duly endorsed by John and Peggy for the benefit of Plaintiff.

36. The same day, January 29, 2012, Peggy, as Seller, and Plaintiff, as Buyer, entered into that certain Stock Purchase Agreement (the "Peggy Stock Purchase Agreement" and together with the John and Peggy Stock Purchase Agreement, the "Purchase Agreements") for the sale and purchase of one hundred (100) shares in WCC owned by Peggy (evidenced by WCC Stock Certificate #10) (the "Peggy Shares" and together with the John and Peggy Shares, the "Sold Shares").

37. The Peggy Stock Purchase Agreement contains language identical to the John and Peggy Stock Purchase Agreement, including:

- a. That Plaintiff would pay \$20,000 upon the effective date of the Peggy Stock Purchase Agreement, \$20,000 at the one (1) year anniversary of the Peggy Stock Purchase Agreement, \$100,000 at the two (2) year anniversary of the Peggy Stock Purchase Agreement, and a final payment of \$126,500 at the three (3) year anniversary of the Peggy Stock Purchase Agreement.
- b. That Peggy, as the Seller, had to deliver to Plaintiff contemporaneously with the Peggy Stock Purchase Agreement her stock certificate representing the Peggy Shares (WCC Stock Certificate #10), accompanied by stock powers duly endorsed by Peggy for the benefit of Plaintiff.

38. Although the Stock Purchase Agreements both provide that Defendants, as Sellers, had delivered their stock certificates representing the Sold Shares contemporaneously with the Stock Purchase Agreements, accompanied by stock powers duly endorsed by them for the benefit of Plaintiff, they did not.

39. Accordingly, Plaintiff immediately requested that Defendants deliver to her their stock certificates representing the Sold Shares.

40. Upon information and belief, Defendants contacted Bret who informed them that WCC would not turn over the required stock certificates unless Defendants “became current” on all payments they allegedly owed from July 2008 through January 2012, which Bret alleged was \$25,618.

41. In order to ensure that she would receive the stock certificates evidencing her ownership of the Sold Shares, Plaintiff sent Defendants the \$20,000 of the \$25,618 required by Bret.

42. Upon information and belief, Defendants remitted the \$25,618 required by Bret to WCC, and informed Bret in correspondence as follows:

Enclosed is a check for \$25,618 intended to cover payment of \$500/month from July '08 through January 2012, plus 8% interest compounded annually. Unfortunately we are at an impasse and there is no solution regarding the sale of shares that will satisfy everyone. At this point though, we are following what was originally presented to us upon initial investment, that we could sell shares, and as such have closed on the sale of 200 shares to Betsy. Please forward the Stock Certificate in Peggy’s name to Peggy for this transfer. This was not an easy decision at all and we hope the family will understand.

43. In response to Defendants’ correspondence, Bret had correspondence sent to Defendants alleging that there was a condition to transferring the Sold Shares and that the sale was therefore not valid or recognized by WCC.

44. In the meantime, Plaintiff continued to request from Defendants that the stock certificates representing the Sold Shares be given to her by Defendants, as required by the Purchase Agreements and necessary to effectuate her rights as a now 40% shareholder in WCC.

45. In February of 2012, at a special meeting of the shareholders of WCC, Plaintiff made a motion to recognize her purchase of Defendants’ 200 shares of stock in WCC and issue her a new stock certificate evidencing her ownership of 400 shares of stock in WCC, for a total of 40% of the issued and outstanding shares of stock in WCC. The other shareholders in WCC refused Plaintiff’s request and referred to Plaintiff’s acquisition of the Sold Shares as an “alleged

1 purchase of the Reggio's 200 shares."

2 46. Defendants did not pursue assisting Plaintiff in obtaining a new stock certificate
3 or anything else evidencing Plaintiff's ownership of her 400 shares of stock in WCC.

4 47. Plaintiff continued to demand that Defendants provide her with the stock
5 certificates representing the Sold Shares be given to her by Defendants, as required by the
6 Purchase Agreements, as the other shareholders of WCC were refusing to recognize her as a 40%
7 shareholder in WCC, thereby depriving her the benefit of what she had bargained for pursuant to
8 the Purchase Agreements.

9 48. Defendants failed and/or refused to provide Plaintiff with the required stock
10 certificates representing the Sold Shares as required by the Purchase Agreements.

11 49. Defendants always represented to Plaintiff that they had sold the Sold Shares to
12 Plaintiff.

13 50. Upon information and belief, Defendants also represented to WCC and its
14 shareholders that they had sold the Sold Shares to Plaintiff.

15 51. Unbeknownst to Plaintiff, at a special meeting of the shareholders of WCC held
16 on October 18, 2013, Bret made a motion that the Sold Shares be transferred to Plaintiff
17 retroactive to the date of the transfer of the Sold Shares from Defendants to Plaintiff, which
18 motion was approved by a majority vote of the shareholders of WCC.

19 52. Notwithstanding the foregoing, WCC refused to issue Plaintiff a new stock
20 certificate evidencing the transfer of the Sold Shares to her and Defendants continued to refuse
21 to provide Plaintiff with required stock certificates representing the Sold Shares.

22 53. Notwithstanding Defendants' failure and/or refusal to provide Plaintiff with the
23 required stock certificates representing the Sold Shares as required by the Purchase Agreements,
24 in September of 2018, Plaintiff sent Defendants two cashier's checks stating that \$100,000 was
25 for the Peggy Shares and \$133,250 was for the John and Peggy Shares, for a total of \$233,250
26 for the Sold Shares.

27 54. Upon submission of the cashier's checks, Plaintiff explained to Defendants that
28

1 she had spent a considerable amount in legal fees (over \$100,000) trying to simply receive the
2 stock certificates representing the Sold Shares that were required to be given to her by Defendants
3 upon execution of the Purchase Agreements and never were. Plaintiff further explained that she
4 had expended several hundred thousand dollars attempting to protect WCC's property from
5 mismanagement by its officers and that she believed the initial valuation placed on the Sold
6 Shares in the Purchase Agreements was flawed and asked Defendants to consider the
7 circumstances, but also stated that she would send additional funds.

8 55. Defendants cashed the cashiers' checks immediately upon receipt and sent
9 Plaintiff a breakdown of an incorrectly calculated and inflated balance believed to be owed.

10 56. On February 1, 2020, for the first time, Defendants finally informed Plaintiff that
11 they were sending her the stock certificate in her name representing the John and Peggy Shares
12 purchased by Plaintiff. Plaintiff subsequently received an original stock certificate for 100 shares
13 of stock in WCC (evidenced by WCC Stock Certificate #13). Defendants then asserted that
14 Plaintiff has a "credit" in the amount of \$67,305, which Defendants were refusing to credit against
15 the already consummated purchase of the Peggy Shares and to this day, have retained
16 notwithstanding their failure and refusal to provide Plaintiff with the original stock certificate for
17 the Peggy Shares.

18 57. Defendants then asserted that they were "exercising [their] right to take back these
19 100 shares per our agreement." In other words, Defendants alleged that although they had never
20 delivered the stock certificates as required pursuant to the Purchase Agreements, and
21 notwithstanding Plaintiff paying Defendants several hundred thousand dollars, Defendants were
22 "taking back" the Peggy Shares, without any legal right to do so via the proper legal process.

23 58. Plaintiff demanded that Defendants deliver the stock certificate evidencing her
24 ownership of the Peggy Shares pursuant to the Peggy Stock Purchase Agreement and agreed to
25 remit the balance owed upon delivery of the stock certificate, but Defendants refused and
26 continue to refuse to do so.

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FIRST CLAIM FOR RELIEF
(Declaratory Relief)

59. Plaintiff repeats and realleges each and every previous allegation as though fully set forth herein.

60. There exists a bona fide, actual, and present controversy between Plaintiff on the one hand, and Defendants, on the other hand.

61. Pursuant to NRS 30.040, Plaintiff is entitled to seek a determination of the parties' respective rights and status; specifically, a determination that: (i) the Purchase Agreements are valid, duly executed contracts which are binding upon Plaintiff and Defendants; (ii) Plaintiff rightfully purchased the Peggy Shares and John and Peggy Shares via the Purchase Agreements; (iii) that Defendants must deliver the stock certificates to Plaintiff evidencing Plaintiff's rightful purchase of the Peggy Shares and John and Peggy Shares pursuant to the Purchase Agreements; and (iv) Plaintiff, as owner of the combined 400 including the shares purchased from Defendants, is a 40% owner of WCC.

SECOND CLAIM FOR RELIEF
(Breach of Contract)

62. Plaintiff repeats and realleges each and every previous allegation as though fully set forth herein.

63. Plaintiff and Defendants entered into valid, legally enforceable contracts.

64. Plaintiff performed all stipulations, conditions, and agreements required under the respective contracts – the Purchase Agreements.

65. Defendants, by and through their actions or omissions, have failed and/or refused to perform their respective obligations under the Purchase Agreements.

66. Defendants, among other things, breached the respective Purchase Agreements by refusing and failing to deliver the respective stock certificates to evidence Plaintiff's purchase of the Sold Shares and therefore, Plaintiff's 40% ownership in WCC.

67. Plaintiff has satisfied all conditions precedent required under the Purchase Agreements or has otherwise been excused from performance.

68. As a direct and proximate result of Defendants' breach of the Purchase Agreements, Plaintiff has incurred damages in a sum to be in excess of \$15,000.00.

69. In addition, Plaintiff has been required to retain the services of Howard & Howard Attorneys, PLLC to bring this action and are therefore entitled to reasonable attorney's fees and costs thereafter.

70. Plaintiff is entitled to pre-judgment and post judgment interest on all amounts found due and owing.

THIRD CLAIM FOR RELIEF
(Contractual Breach of Implied Covenant of Good Faith and Fair Dealing)

71. Plaintiff repeats and realleges each and every previous allegation as though fully set forth herein.

72. All contracts entered into in the State of Nevada impose upon the contracting parties the duty of good faith and fair dealing.

73. Written agreements, the Purchase Agreements, exist between Plaintiff and Defendants.

74. Under the Purchase Agreements between Plaintiff and Defendants, Defendants have the implied duty to perform their obligations in good faith and fair dealing.

75. Defendants knew, or in the exercise of good faith, should have known, that Plaintiff actually expected Defendants to perform their respective obligations under the Purchase Agreements.

76. As set forth above, Defendants breached the covenant of good faith and fair dealing by intentionally refusing to deliver the stock certificates for the Sold Shares to Plaintiff.

77. Defendants' conduct constitutes a breach of the implied covenant of good faith and fair dealing imposed through the Purchase Agreements as such conduct was unfaithful to the purpose of the Purchase Agreements.

78. Plaintiff has suffered damages as a result of Defendants' breaches in excess of \$15,000.00.

79. Defendants' actions were committed with oppression, fraud and/or malice, entitling Plaintiffs to punitive damages in an amount in excess of \$15,000.00.

80. In addition, Plaintiff has been required to retain the services of Howard & Howard Attorneys, PLLC to bring this action and are therefore entitled to reasonable attorney's fees and costs thereafter.

81. Plaintiff is entitled to pre-judgment and post judgment interest on all amounts found due and owing.

FOURTH CLAIM FOR RELIEF
(Tortious Breach of Implied Covenant of Good Faith and Fair Dealing)

82. Plaintiff repeats and realleges each and every previous allegation as though fully set forth herein.

83. The Purchase Agreements are valid and enforceable contracts between Plaintiff and Defendants.

84. All contracts entered into in the State of Nevada impose upon the contracting parties the duty of good faith and fair dealing.

85. Defendants' conduct outlined above violated the terms of the Purchase Agreements entered into with Plaintiff.

86. Plaintiff placed a great deal of trust and confidence in Defendants as close family members, friends, shareholders of WCC, and due to their extensive dealings, thereby placing Defendants in a superior and/or entrusted position.

87. The relationship described above between Plaintiff and Defendants created a confidential relationship and/or fiduciary duties.

88. Defendants have tortiously violated the covenant of good faith and fair dealing with respect to the Purchase Agreements by intentionally acting in a manner unfaithful to the Purchase Agreements.

89. Plaintiff has suffered damages as a result of Defendants' breaches in excess of \$15,000.00.

1 90. Defendants' actions were committed with oppression, fraud and/or malice,
2 entitling Plaintiffs to punitive damages in an amount in excess of \$15,000.00.

3 91. In addition, Plaintiff has been required to retain the services of Howard &
4 Howard Attorneys, PLLC to bring this action and are therefore entitled to reasonable attorney's
5 fees and costs thereafter.

6 92. Plaintiff is entitled to pre-judgment and post judgment interest on all amounts
7 found due and owing.

8 **FIFTH CLAIM FOR RELIEF**
9 **(Unjust Enrichment)**

10 93. Plaintiff repeats and realleges each and every previous allegation as though fully
11 set forth herein.

12 94. Plaintiff and Defendants entered into the Purchase Agreements whereby Plaintiff
13 paid Defendants for their ownership in WCC.

14 95. Plaintiff performed her obligations under the Purchase Agreements and paid
15 Defendants a substantial amount of money for her ownership in WCC.

16 96. Plaintiff therefore conferred a valuable benefit upon Defendants, which benefit
17 Defendants appreciated as Defendants deposited the money paid by Plaintiffs into their
18 respective bank accounts.

19 97. All of the money paid to Defendants were made upon Defendants' assurances
20 that they would deliver the stock certificates for the Sold Shares pursuant to the Purchase
21 Agreements.

22 98. Defendants have refused to deliver the stock certificates for the Sold Shares
23 despite accepting payment from Plaintiff.

24 99. As such, Defendants have been unjustly enriched to the detriment and damage of
25 Plaintiff in an amount in excess of \$15,000.00.

26 100. In addition, Plaintiff has been required to retain the services of Howard &
27 Howard Attorneys, PLLC to bring this action and are therefore entitled to reasonable attorney's
28 fees and costs thereafter.

101. Plaintiff is entitled to pre-judgment and post judgment interest on all amounts found due and owing.

SIXTH CLAIM FOR RELIEF
(Equitable Estoppel)

102. Plaintiff repeats and realleges each and every previous allegation as though fully set forth herein.

103. Defendants were apprised of the true facts pertaining to their purported sale of their ownership interest in WCC in that they would not deliver the stock certificates to Plaintiff after receipt of payment for the Sold Shares, which was unbeknownst to Plaintiff.

104. Defendants specifically represented to Plaintiff that they would deliver the stock certificates to Plaintiff contemporaneously upon execution of the Purchase Agreements in an effort to induce Plaintiff to pay Defendants for the Sold Shares.

105. Plaintiff was ignorant of Defendants' true intent to induce Plaintiff into paying Defendants for the sold shares while Defendants had no intention of delivering the stock certificates to Plaintiff to certify Plaintiff's ownership interest in WCC.

106. Plaintiff relied, to her own detriment, on the Defendants' representations regarding the Purchase Agreements and has paid Defendants a substantial sum of money for the Sold Shares.

107. Defendants should reasonably have expected that their promises would induce Plaintiff to take action of a definite and substantial character.

108. As a direct and proximate result of Defendants' actions, Plaintiff has been damaged in excess of \$15,000.00, in an amount to be proven at trial.

109. In addition, Plaintiff has been required to retain the services of Howard & Howard Attorneys, PLLC to bring this action and are therefore entitled to reasonable attorney's fees and costs thereafter.

110. Plaintiff is entitled to pre-judgment and post judgment interest on all amounts found due and owing.

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SEVENTH CLAIM FOR RELIEF

(Conversion)

111. Plaintiff repeats and realleges each and every previous allegation as though fully set forth herein.

112. Defendants wrongfully exerted control over Plaintiff's money paid for the Sold Shares, as alleged herein.

113. Defendants wrongfully exerted control over the stock certificates purchased by Plaintiff pursuant to the Purchase Agreements, as alleged herein.

114. Defendants' actions as alleged herein deprived or otherwise interfered with Plaintiff's use and enjoyment of his funds and stock certificates.

115. As a result of Defendants' actions, Defendants improperly converted Plaintiff's funds for their own personal use and benefit.

116. As a direct and proximate result of Defendants' actions, Plaintiff has been damaged in excess of \$15,000.00, in an amount to be proven at trial.

117. In addition, Plaintiff has been required to retain the services of Howard & Howard Attorneys, PLLC to bring this action and are therefore entitled to reasonable attorney's fees and costs thereafter.

118. Plaintiff is entitled to pre-judgment and post judgment interest on all amounts found due and owing.

EIGHTH CLAIM FOR RELIEF

(Injunctive Relief)

119. Plaintiff repeats and realleges each and every previous allegation as though fully set forth herein.

120. Plaintiff is entitled to a preliminary and permanent injunction enjoining Defendants' conduct.

121. Plaintiff has no plain, speedy or adequate remedy at law. Unless Defendants are enjoined, Plaintiff will suffer irreparable harm.

122. Plaintiff has a reasonable probability of success on her claims and the public interests and relative hardships all weigh in favor of granting injunctive relief.

123. A preliminary and permanent injunction should therefore issue as set forth herein.

124. In addition, Plaintiff has been required to retain the services of Howard & Howard Attorneys, PLLC to bring this action and are therefore entitled to reasonable attorney's fees and costs thereafter.

WHEREFORE, Plaintiff prays for relief as follows:

1. For compensatory damages in an amount in excess of \$15,000.00, together with interest thereon at the statutory rate until paid in full and other such damage according to proof;

2. For punitive damages in an amount in excess of \$15,000.00;

3. For declaratory relief, declaring that: (i) the Purchase Agreements are valid, enforceable agreements between Plaintiff and Defendants; (ii) Plaintiff rightfully purchased the Sold Shares via the Purchase Agreements; and (iii) Plaintiff, as owner of the combined 400 shares purchased from Defendants, is a 40% owner of WCC;

4. For specific performance/injunctive relief, requiring: (i) Defendants to deliver the stock certificates for the Sold Shares to Plaintiff pursuant to the Purchase Agreements; (ii) prohibiting Defendants from repudiating the Purchase Agreements; and (iii) WCC to recognize Plaintiff as a 40% shareholder in WCC;

5. For reasonable attorney's fees and costs as allowed by law; and

6. For such other and further relief as this Court deems just and proper

DATED this 29th day of December, 2020.

HOWARD & HOWARD ATTORNEYS PLLC

/s/ CAMI M. PERKINS

Cami M. Perkins (9149)

3800 Howard Hughes Parkway, Suite 1000

Las Vegas, Nevada 89169

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years and not a party to this action. My business address is 3800 Howard Hughes Parkway, Suite 1000, Las Vegas, NV 89196.

On the 29th of December 2020, I served the Complaint in this action or proceeding electronically with the Clerk of the Court via Odyssey E-File and Serve System.

/s/ Dianna Simeone
An Employee of Howard & Howard

Howard & Howard Attorneys PLLC
3800 Howard Hughes Pkwy., Ste. 1000
Las Vegas, NV 89169
(702) 257-1483

L. Christopher Rose, Esq. Nevada Bar No. 7500
Cami M. Perkins, Esq., Nevada Bar No. 9149
Kirill V. Mikhaylov, Esq., Nevada Bar No. 13538
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Facsimile: (702) 567-1568
E-Mail: lcr@h2law.com, cp@h2law.com; kvm@h2law.com

Attorneys for Plaintiff Betsy L. Whipple

**DISTRICT COURT
CLARK COUNTY, NEVADA**

BETSY L. WHIPPLE, an individual

Plaintiff,

vs.

PEGGY WHIPPLE REGGIO, an individual,
JOHN REGGIO, an individual, DOE
INDIVIDUALS I through X; and ROE
CORPORATIONS I through X,

Defendants.

CASE NO.: A-20-827055-B
DEPT NO.:

SUMMONS

SUMMONS – CIVIL

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.
READ THE INFORMATION BELOW.**

TO THE DEFENDANT(S):

PEGGY WHIPPLE REGGIO

A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:
 - (a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.

Howard & Howard Attorneys PLLC
3800 Howard Hughes Pkwy., Ste. 1000
Las Vegas, NV 89169
(702) 257-1483

(b) Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Submitted by:

/s/ Cami M. Perkins

Cami M. Perkins, Esq.

Nevada Bar No.: 9149

Howard & Howard Attorneys, PLLC

3800 Howard Hughes Pkwy., Ste 1000

Las Vegas, NV 89169

(702) 257-1483

Attorney for Plaintiff

STEVEN D. GRIERSON
CLERK OF THE COURT

By: 

Deputy Clerk

12/29/2020

Date

Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

Demond Palmer

**NOTE: When service is by publication, add a brief statement of the object of the action.
See Nevada Rules of Civil Procedure 4(b).**

Howard & Howard Attorneys PLLC
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L. Christopher Rose, Esq. Nevada Bar No. 7500
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Attorneys for Plaintiff Betsy L. Whipple

**DISTRICT COURT
CLARK COUNTY, NEVADA**

BETSY L. WHIPPLE, an individual

Plaintiff,

vs.

PEGGY WHIPPLE REGGIO, an individual,
JOHN REGGIO, an individual, DOE
INDIVIDUALS I through X; and ROE
CORPORATIONS I through X,

Defendants.

CASE NO.: A-20-827055-B

DEPT NO.:

SUMMONS

SUMMONS – CIVIL

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.
READ THE INFORMATION BELOW.**

TO THE DEFENDANT(S):

JOHN REGGIO

A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:
 - (a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.

Howard & Howard Attorneys PLLC
3800 Howard Hughes Pkwy., Ste. 1000
Las Vegas, NV 89169
(702) 257-1483

(b) Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Submitted by:

/s/ Cami M. Perkins

Cami M. Perkins, Esq.

Nevada Bar No.: 9149

Howard & Howard Attorneys, PLLC

3800 Howard Hughes Pkwy., Ste 1000

Las Vegas, NV 89169

(702) 257-1483

Attorney for Plaintiff

STEVEN D. GRIERSON
CLERK OF THE COURT

By: 

Deputy Clerk

12/29/2020

Date

Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

Demond Palmer

NOTE: When service is by publication, add a brief statement of the object of the action. See Nevada Rules of Civil Procedure 4(b).



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Cami M. Perkins, Esq., Nevada Bar No. 9149
2 Kirill V. Mikhaylov, Esq., Nevada Bar No. 13538
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Facsimile: (702) 567-1568
5 E-Mail: lcr@h2law.com
cp@h2law.com
6 kvm@h2law.com

7 *Attorneys for Plaintiff Betsy L. Whipple*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 BETSY L. WHIPPLE, an Individual,

CASE NO.: A-20-827055-B

DEPT NO.: 13

11 Plaintiff,

12 vs.

**BETSY L. WHIPPLE'S EX PARTE
MOTION TO ENLARGE TIME TO
SERVE PEGGY REGGIO AND JOHN
REGGIO**

13 PEGGY WHIPPLE REGGIO, an Individual,
14 JOHN REGGIO, an Individual, DOE
15 INDIVIDUALS I through X, and ROE
CORPORATIONS I through X,

HEARING REQUESTED

16 Defendants.

17
18 Plaintiff, Betsy L. Whipple ("Betsy"), by and through her attorneys of record, Howard &
19 Howard Attorneys, PLLC, hereby files her Ex Parte Motion to Enlarge Time to Serve Peggy
20 Reggio and John Reggio (this "Motion").

21 This Motion is based on the pleadings and papers on file herein, the following
22 Memorandum of Points and Authorities below, the exhibits attached hereto, and any argument of
23 counsel that the Court may entertain at the time of any hearing on this Motion.¹

24
25 ///

26
27 ¹ Filed concurrently herewith, is Plaintiff's Motion for Service by Publication. As described in this Motion, Plaintiff has attempted service on Defendants on eight (8) separate occasions. The affidavits of due diligence from the process servers make clear that Defendants are actively evading service; thus, service by publication is warranted.

1 **DECLARATION OF CAMI M. PERKINS IN SUPPORT OF BETSY L. WHIPPLE'S EX**
2 **PARTE MOTION TO ENLARGE TIME TO SERVE PEGGY REGGIO AND JOHN**
3 **REGGIO**

4 1) I am a member of Howard & Howard Attorneys PLLC, counsel for Plaintiff Betsy
5 L. Whipple ("Betsy") in the lawsuit involving Peggy Reggio and John Reggio (the "Defendants").
6 I have personal knowledge of the matters stated herein, except for those matters stated on
7 information and belief, which matters I believe to be true. If called upon, I am competent to
8 testify to the matters stated herein.

9 2) I submit this Declaration in support of Betsy's Ex Parte Motion to Enlarge Time
10 to Serve Peggy Reggio and John Reggio (this "Motion").

11 3) I am informed and believe that the last known address for the Defendants is 5551
12 S. Four Peaks Place, Chandler, Arizona 85249 and that both Defendants are Arizona residents.

13 4) On behalf of Betsy, our office retained the services of process servers in an attempt
14 to serve the Defendants with the Complaint, filed herein on December 29, 2020.

15 5) To date, the process servers have attempted service on the Defendants at their last
16 known residence on eight (8) separate occasions. A true and correct copy of the
17 Affidavits/Declarations of Due Diligence is attached hereto as Exhibit 1.

18 6) On January 19, 2021, the process server attempted service on the Defendants. The
19 process server noted that there were lights on in the home, a pet dog within the home, and
20 movement within the home, but the Defendants refused to answer the door for service. *Id.*

21 7) On January 26, 2021, the process server attempted service on the Defendants. The
22 process server knocked on the door and rang the doorbell, but the Defendants refused to answer
23 the door. *Id.*

24 8) On January 30, 2021, the process server attempted service on the Defendants. The
25 Defendants refused to answer the door. The process server left his contact information at the door
26 and never received a call from the Defendants. *Id.*

27 9) On February 1, 2021, the process server attempted service on the Defendants. The
Defendants again refused to answer the door. *Id.*

10) On May 8, 2021, the process server attempted service on the Defendants. The process server noted that the garage was open and that two cars were in the garage, but that the individuals inside refused to answer the door.

11) On May 9, 2021, the process server attempted service on the Defendants. Service was unable to be effectuated as the process server could not get inside the gated community to make contact with Defendants.

12) On May 11, 2021, the process server attempted service on the Defendants. The process server noted movement inside the home, but no one would answer upon knocking on the door.

13) On May 18, the process server again attempted to serve the Defendants. Service was unable to be effectuated as the process server could not get inside the gated community to make contact with Defendants.

14) Based on the due diligence conducted by the process servers, combined with our office's efforts to locate alternative addresses for service, it appears that the Defendants are actively evading service.

15) For the reasons set forth herein, Betsy requests that this Court enlarge time to serve Defendants in this case.

I declare under penalties of perjury under the laws of the state of Nevada that the foregoing is true and correct.

Dated this 25th day of June, 2021.

/s/ Cami M. Perkins

CAMI M. PERKINS

MEMORANDUM OF POINTS AND AUTHORITIES

II. STATEMENT OF FACTS

A. Background

This is an action concerning Defendants' failure to transfer shares of stock sold to Plaintiff in a Nevada Corporation named Whipple Cattle Company Incorporated ("WCC"). Plaintiff, Jane

1 Whipple (“Jane”), Bret Whipple (“Bret”), and Kirt Whipple (“Kirt”) were the initial shareholders
2 of WCC. In January of 1997, Plaintiff sold Defendants 100 shares of stock in WCC as joint tenants
3 with right of survivorship. In January of 2004, Jane transferred and assigned her remaining shares
4 of stock in WCC as follows: (i) 100 shares to Bret; (ii) 100 shares to Plaintiff; (iii) 100 shares to
5 Kirt; (iv) 100 shares to Defendant Peggy; and (v) 100 shares to Cody, leaving Jane with no further
6 shares of stock in WCC. Accordingly, as of January of 2004, each of Plaintiff, Bret, Kirt, and
7 Cody owned 200 shares of stock in WCC, Defendant Peggy owned 100 shares of stock in WCC,
8 and Defendants Peggy and John together owned 100 shares of stock in WCC.

9 On January 29, 2012, Defendants John and Peggy, as Sellers, and Plaintiff, as Buyer,
10 entered into a certain Stock Purchase Agreement (the “John and Peggy Stock Purchase
11 Agreement”) for the sale and purchase of one hundred (100) shares in WCC owned by John and
12 Peggy. The same day, January 29, 2012, Peggy, as Seller, and Plaintiff, as Buyer, entered into
13 another certain Stock Purchase Agreement (the “Peggy Stock Purchase Agreement” and together
14 with the John and Peggy Stock Purchase Agreement, the “Purchase Agreements”) for the sale and
15 purchase of one hundred (100) shares in WCC owned by Peggy (the “Peggy Shares” and together
16 with the John and Peggy Shares, the “Sold Shares”).

17 Although the Stock Purchase Agreements both provide that Defendants, as Sellers, had
18 delivered their stock certificates representing the Sold Shares contemporaneously with the Stock
19 Purchase Agreements, accompanied by stock powers duly endorsed by them for the benefit of
20 Plaintiff, they did not.

21 To date, Defendants have failed and/or refused to provide Plaintiff with the required stock
22 certificates representing the Sold Shares as required by the Stock Purchase Agreements.
23 Notwithstanding Defendants’ failure and/or refusal to provide Plaintiff with the required stock
24 certificates, in September of 2018, Plaintiff sent Defendants two cashier’s checks stating that
25 \$100,000 was for the Peggy Shares and \$133,250 was for the John and Peggy Shares, for a total
26 of \$233,250 for the Sold Shares.

27 As a result of the above-noted facts, Plaintiff filed a Complaint against Defendants on

December 29, 2020. Defendants are necessary and indispensable parties within the meaning of NRCP 19 as the Court here cannot accord complete relief to Plaintiff without inclusion of Defendants.

B. Good Cause and Excusable Neglect Exist to Reopen and Enlarge Time for Service.

Plaintiff has attempted service of Defendants on eight (8) separate occasions at their last known address, however, to no avail. *See* Declaration of Cami M. Perkins (the “Perkins Decl.”), ¶¶ 4-9; *see also*, Affidavits/Declarations of Due Diligence, attached hereto Exhibit 1. Further, it is clear now that Defendants are purposefully evading service given that Defendants refused to answer the door despite the process servers noting that they saw movement in the residence, a dog in the residence, an open garage with two cars within, and lights on inside the residence. *See Exhibit 1*; *see also*, Perkins Decl. Thus, although numerous attempts for service were made and diligent efforts were used, Defendants have successfully evaded service of the Complaint. In other words, despite due diligence, Defendants could not be served within the 120-day time period set forth in NRCP 4 based upon excusable neglect. Based on the foregoing, Plaintiff respectfully requests that the Court grant the instant Motion and enlarge time for service of Defendants.

III. LEGAL ARGUMENT

A. Good Cause Exists to Grant an Extension of Time to Serve Defendants.

The Court should grant Plaintiff’s request to enlarge time to serve the Defendants given Plaintiff’s diligence in seeking to serve the Defendants. NRCP 4(i), provides:

NRCP 4. PROCESS

....

(e) Time Limit for Service.

(1) In General. The summons and complaint must be served upon a defendant no later than 120 days after the complaint is filed, unless the court grants an extension of time under this rule.

(2) Dismissal. If service of the summons and complaint is not made upon a defendant before the 120-day service period — or any extension thereof — expires, the court must dismiss the action, without prejudice, as to that defendant upon motion or upon the court’s own order to show cause.

(3) Timely Motion to Extend Time. If a plaintiff files a motion for an extension of time before the 120-day service period — or any extension thereof — expires and shows that good cause exists for granting an extension of the service period, the court must extend the service period and set a reasonable date by which service should be made.

(4) Failure to Make Timely Motion to Extend Time. If a plaintiff files a motion for an extension of time after the 120-day service period — or any extension thereof — expires, the court must first determine whether good cause exists for the plaintiff's failure to timely file the motion for an extension before the court considers whether good cause exists for granting an extension of the service period. If the plaintiff shows that good cause exists for the plaintiff's failure to timely file the motion and for granting an extension of the service period, the court must extend the time for service and set a reasonable date by which service should be made.

Here, while the 120 days to effectuate service has elapsed, Plaintiff believes good cause and excusable neglect exists to extend the time for service given Plaintiff's diligent efforts to serve Defendants. Plaintiff's inability to successfully serve Defendants during the 120-day timeframe was of no fault of their own. As described above, the Reggios are purposefully evading service. The process servers have stated in their diligence affidavits that they witnessed individuals within the home, pets within the home, cars in an open garage, and lights on within the home, which strongly suggests the Reggios are purposefully refusing to answer their door and accept service of the Complaint.

B. NRCP 6(b)(ii) Allows the Court to Grant an Extension of Time Upon Motion.

(b) Extending Time.

(1) **In General.** When an act may or must be done within a specified time:

(A) the parties may obtain an extension of time by stipulation if approved by the court, provided that the stipulation is submitted to the court before the original time or its extension expires; or

(B) the court may, for good cause, extend the time:

(i) with or without motion or notice if the court acts, or if a request is made, before the original time or its extension expires; or

(ii) on motion made after the time has expired if the party failed to act because of excusable neglect.

In this case, Plaintiff is requesting an enlargement of time to serve the summons and complaint pursuant to NRCP 6(b)(ii). Plaintiff has filed its request to enlarge time to serve after the period for service lapsed. As such it is within the court's discretion to grant the Motion upon a showing of excusable neglect. Excusable neglect is defined by Black's Law as:

A failure — which the law will excuse — to take some proper step at the proper time (esp. in neglecting to answer a lawsuit) not because of the party's own carelessness, inattention, or willful disregard of the court's process, but because of some unexpected or unavoidable hindrance or accident or because of reliance on the care and vigilance of the party's counsel or on a promise made by the adverse party.

See Excusable Neglect, Black's Law Dictionary (7th ed. 1999)(emphasis added). Here, Plaintiff has provided evidence that demonstrates that her failure to serve Defendants within the 120-day timeframe was no fault of her own. It is Defendants who are actively evading service and an effort to escape the instant lawsuit. Thus, Plaintiff respectfully requests that this Court grant the instant Motion and enlarge time for Plaintiff to properly serve Defendants.

IV. CONCLUSION

Based upon the foregoing, Plaintiff respectfully requests that the Court grant the instant Motion and enlarge the time for service of the Defendants in order to allow Plaintiff sufficient time to serve Defendants by Publication. Specifically, Plaintiff respectfully requests that the Court enlarge the service period to serve Defendants by sixty (60) days, from the date of the notice of entry of the proposed order, once signed by the Court. The proposed order granting Plaintiff's request is attached hereto as Exhibit 2.

DATED this 25th day of June, 2021.

HOWARD & HOWARD ATTORNEYS PLLC

By: /s/ Cami M. Perkins
 L. Christopher Rose, Esq
 Cami M. Perkins, Esq.,
 Kirill V. Mikhaylov, Esq.,
 3800 Howard Hughes Parkway, Suite 1000
 Las Vegas, Nevada 89169
 Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **BETSY L. WHIPPLE'S EX PARTE MOTION TO ENLARGE TIME TO SERVE PEGGY REGGIO AND JOHN REGGIO** in this action or proceeding electronically with the Clerk of the Court via the Odyssey E-File and Serve System, which will cause this document to be served upon the counsel of record.

DATED: June 25, 2021.

/s/ Morganne Westover
An employee of **Howard & Howard Attorneys**

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EXHIBIT PAGE ONLY

EXHIBIT 1

Howard & Howard
law for business®

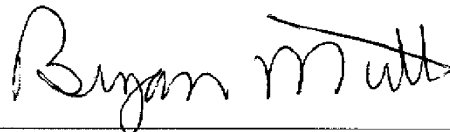
L. Christopher Rose, Esq. Nevada Bar No. 7500
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Kirill V. Mikhaylov, Esq., Nevada Bar No. 13538
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E-Mail: lcr@h2law.com; cp@h2law.com; kvm@h2law.com
Attorneys for Plaintiff Betsy L. Whipple

DISTRICT COURT, CLARK COUNTY, NEVADA

Plaintiff / Petitioner: BETSY L. WHIPPLE, an individual	Case No: A-20-827055-B Department 13
Defendant / Respondent: PEGGY WHIPPLE REGGIO, an individual, JOHN REGGIO, an individual, DOE INDIVIDUALS I through X; and ROE CORPORATIONS I through X	AFFIDAVIT/DECLARATION OF ATTEMPTED SERVICE JOHN REGGIO

I, BRYAN MUTH, AZ #7293, being duly sworn, or under penalty of perjury, state that at all times relevant, I was over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was attempted, I was authorized by law to make service of the documents. The undersigned duly attempted to serve the following document(s): SUMMONS; CIVIL COVER SHEET; COMPLAINT in the above entitled action upon JOHN REGGIO, with the following results: Unsuccessful Attempt: Jan 2, 2021, 9:00 am PST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-This is gated, unguarded community, name is on the intercom system but no answer at door. Unsuccessful Attempt: Jan 4, 2021, 8:30 am CST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-No answer at door, no voicemail attached to number on call box. Unsuccessful Attempt: Jan 7, 2021, 7:17 am PST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-I was able to follow someone in and attempted contact. It was still dark out and no lights on. Christmas decorations are still up. One vehicle parked off to the side, I marked the door. Unsuccessful Attempt: Jan 12, 2021, 10:00 am PST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-No answer, mark gone, this was only house on street with garbage can still out. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct. No Notary is Required per NRS 53.045.

Date: FEBRUARY 1, 2021



BRYAN MUTH, AZ #7293

For: ACE Executive Services, LLC (NV #2021C)
8275 S EASTERN AVE STE 200
LAS VEGAS, NV 89123
702 919-7223
Job: 5205902 (120369.00001)

L. Christopher Rose, Esq. Nevada Bar No. 7500
Cami M. Perkins, Esq., Nevada Bar No. 9149
Kirill V. Mikhaylov, Esq., Nevada Bar No. 13538
Howard & Howard Attorneys PLLC
3800 Howard Hughes Parkway, Suite 1000
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Telephone: (702) 257-1483
Facsimile: (702) 567-1568
E-Mail: lcr@h2law.com, cp@h2law.com; kvm@h2law.com
Attorneys for Plaintiff Betsy L. Whipple

DISTRICT COURT, CLARK COUNTY, NEVADA

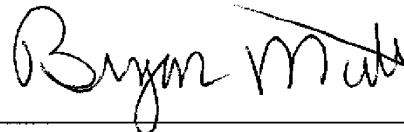
Plaintiff / Petitioner: BETSY L. WHIPPLE, an individual	Case No: A-20-827055-B
Defendant / Respondent: PEGGY WHIPPLE REGGIO, an individual, JOHN REGGIO, an individual, DOE INDIVIDUALS I through X; and ROE CORPORATIONS I through X	AFFIDAVIT/DECLARATION OF ATTEMPTED SERVICE PEGGY WHIPPLE REGGIO

I, BRYAN MUTH, AZ #7293, being duly sworn, or under penalty of perjury, state that at all times relevant, I was over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was attempted, I was authorized by law to make service of the documents.

The undersigned duly attempted to serve the following document(s): SUMMONS; CIVIL COVER SHEET; COMPLAINT in the above entitled action upon PEGGY WHIPPLE REGGIO, with the following results:
Unsuccessful Attempt: Jan 2, 2021, 9:00 am PST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-This is gated, unguarded community, name is on the intercom system but no answer at door. Unsuccessful Attempt: Jan 4, 2021, 8:30 am CST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-No answer at door, no voicemail attached to number on call box. Unsuccessful Attempt: Jan 7, 2021, 7:17 am PST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-I was able to follow someone in and attempted contact. It was still dark out and no lights on. Christmas decorations are still up. One vehicle parked off to the side, I marked the door. Unsuccessful Attempt: Jan 12, 2021, 10:00 am PST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-No answer, mark gone, this was only house on street with garbage can still out.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct. No Notary is Required per NRS 53.045.

Date: FEBRUARY 1, 2021



BRYAN MUTH, AZ #7293

For: ACE Executive Services, LLC (NV #2021C)
8275 S EASTERN AVE STE 200
LAS VEGAS, NV 89123
702 919-7223
Job: 5205759 (120369.00001)

L. Christopher Rose, Esq. Nevada Bar No. 7500
 Cami M. Perkins, Esq., Nevada Bar No. 9149
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 E-Mail: lcr@h2law.com, cp@h2law.com; kvm@h2law.com
 Attorneys for Plaintiff Betsy L. Whipple

DISTRICT COURT, CLARK COUNTY, NEVADA

Plaintiff / Petitioner: BETSY L. WHIPPLE, an individual	Case No: A-20-827055-B Department 13
Defendant / Respondent: PEGGY WHIPPLE REGGIO, an individual, JOHN REGGIO, an individual, DOE INDIVIDUALS I through X; and ROE CORPORATIONS I through X	AFFIDAVIT/DECLARATION OF ATTEMPTED SERVICE JOHN REGGIO

I, Antoine Cobb, being duly sworn, or under penalty of perjury, state that at all times relevant, I was over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was attempted, I was authorized by law to make service of the documents.

The undersigned duly attempted to serve the following document(s): SUMMONS; CIVIL COVER SHEET; COMPLAINT in the above entitled action upon JOHN REGGIO, with the following results:

Unsuccessful Attempt: Jan 19, 2021, 8:12 pm MST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249

Interior lights on; all blinds closed. Small dog inside but no movement seen. No answer. Unsuccessful

Attempt: Jan 26, 2021, 8:14 pm MST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249


House dark inside. Exterior lights on at front door. No answer to doorbell. Nothing heard. No movement

seen. Unsuccessful Attempt: Jan 30, 2021, 12:08 pm MST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-

No answer to doorbell. Left contact card. Unsuccessful Attempt: Feb 1, 2021, 1:48 pm MST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-No answer at door. Contact cards still at front and garage door. Recycle container at street (as are most other neighbors)

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct. No Notary is Required per NRS 53.045.

Date: FEBRUARY 11, 2021



Antoine Cobb

For: ACE Executive Services, LLC (NV #2021C)
 8275 S EASTERN AVE STE 200
 LAS VEGAS, NV 89123
 702 919-7223
 Job: 5205902 (120369.00001)

L. Christopher Rose, Esq. Nevada Bar No. 7500
 Cami M. Perkins, Esq., Nevada Bar No. 9149
 Kirill V. Mikhaylov, Esq., Nevada Bar No. 13538
 Howard & Howard Attorneys PLLC
 3800 Howard Hughes Parkway, Suite 1000
 Las Vegas, NV 89169
 Telephone: (702) 257-1483
 Facsimile: (702) 567-1568
 E-Mail: lcr@h2law.com, cp@h2law.com; kvm@h2law.com
 Attorneys for Plaintiff Betsy L. Whipple

DISTRICT COURT, CLARK COUNTY, NEVADA

Plaintiff / Petitioner: BETSY L. WHIPPLE, an individual	Case No: A-20-827055-B Department 13
Defendant / Respondent: PEGGY WHIPPLE REGGIO, an individual, JOHN REGGIO, an individual, DOE INDIVIDUALS I through X; and ROE CORPORATIONS I through X	AFFIDAVIT/DECLARATION OF ATTEMPTED SERVICE PEGGY WHIPPLE REGGIO

I, Antoine Cobb, being duly sworn, or under penalty of perjury, state that at all times relevant, I was over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was attempted, I was authorized by law to make service of the documents.

The undersigned duly attempted to serve the following document(s): SUMMONS; CIVIL COVER SHEET; COMPLAINT in the above entitled action upon PEGGY WHIPPLE REGGIO, with the following results: Unsuccessful Attempt: Jan 19, 2021, 8:12 pm MST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249- Interior lights on; all blinds closed. Small dog inside but no movement seen. No answer. Unsuccessful Attempt: Jan 26, 2021, 8:14 pm MST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249 House dark inside. Exterior lights on at front door. No answer to doorbell. Nothing heard. No movement seen. Unsuccessful Attempt: Jan 30, 2021, 12:08 pm MST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249- No answer to doorbell. Left contact card. Unsuccessful Attempt: Feb 1, 2021, 1:48 pm MST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249- No answer at door. Contact cards still at front and garage door. Recycle container at street (as are most other neighbors)

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct. No Notary is Required per NRS 53.045.

Date: FEBRUARY 11, 2021



Antoine Cobb

For: ACE Executive Services, LLC (NV #2021C)
 8275 S EASTERN AVE STE 200
 LAS VEGAS, NV 89123
 702 919-7223
 Job: 5205759 (120369.00001)

Attorney or Party without Attorney: L. Christopher Rose, Esq. (#7500) Howard & Howard Attorneys PLLC 3800 Howard Hughes Parkway, Suite 1000 Las Vegas, NV 89169 Telephone No: (702) 257-1483 Attorney For: Plaintiff				For Court Use Only	
Ref. No. or File No.: 120369.2 WHIPPLE/REGGIO					
Insert name of Court, and Judicial District and Branch Court: District Court Clark County, Nevada Plaintiff: BETSY L. WHIPPLE, Defendant: PEGGY WHIPPLE REGGIO, et al.					
DECLARATION OF ATTEMPTED SERVICE		Hearing Date:	Time:	Dept/Div: 13	Case Number: A-20-827055-B

1. I, Loren Warren (MC-8470, Maricopa County), and any employee or independent contractors retained by FIRST LEGAL are and were on the dates mentioned herein over the age of eighteen years and not a party to this action. Personal service was attempted on subject JOHN REGGIO, an individual as follows:

2. *Documents*
 SUMMONS; COMPLAINT

Attempt Detail

1) Unsuccessful Attempt by: Loren Warren (MC-8470, Maricopa County) on: May 8, 2021, 8:32 am MST at 5551 S Four Peaks Pl, Chandler, AZ 85249
 No answer at door after knocking and ringing. Garage door is open and two cars are inside. BJS2023 AFC9642

2) Unsuccessful Attempt by: Loren Warren (MC-8470, Maricopa County) on: May 9, 2021, 7:08 pm MST at 5551 S Four Peaks Pl, Chandler, AZ 85249
 Unable to access gates into subdivision. Waited several minutes.

3) Unsuccessful Attempt by: Loren Warren (MC-8470, Maricopa County) on: May 11, 2021, 4:35 pm MST at 5551 S Four Peaks Pl, Chandler, AZ 85249
 No answer at door after knocking and ringing. Movement inside.

4) Unsuccessful Attempt by: Loren Warren (MC-8470, Maricopa County) on: May 18, 2021, 5:24 pm MST at 5551 S Four Peaks Pl, Chandler, AZ 85249
 Can't access gates into subdivision. Waited several minutes.

Pursuant to NRS 53.045

3. *Person Executing:*

- a. Loren Warren (MC-8470, Maricopa County)
- b. **FIRST LEGAL**
 NEVADA PI/PS LICENSE 1452
 2920 N. GREEN VALLEY PARKWAY, SUITE 514
 HENDERSON, NV 89014
- c. (702) 671-4002

d. *The Fee for Service was:*

I Declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

06/22/2021

(Date)

Loren

(Signature)



DECLARATION OF
 ATTEMPTED SERVICE

5657186
 (55169718)

Attorney or Party without Attorney: L. Christopher Rose, Esq. (#7500) Howard & Howard Attorneys PLLC 3800 Howard Hughes Parkway, Suite 1000 Las Vegas, NV 89169 Telephone No: (702) 257-1483 Attorney For: Plaintiff				For Court Use Only	
Ref. No. or File No.: 120369.2 WHIPPLE/REGGIO					
Insert name of Court, and Judicial District and Branch Court: District Court Clark County, Nevada Plaintiff: BETSY L. WHIPPLE, Defendant: PEGGY WHIPPLE REGGIO, et al.					
DECLARATION OF ATTEMPTED SERVICE		Hearing Date:	Time:	Dept/Div: 13	Case Number: A-20-827055-B

1. I, Loren Warren (MC-8470, Maricopa County), and any employee or independent contractors retained by FIRST LEGAL are and were on the dates mentioned herein over the age of eighteen years and not a party to this action. Personal service was attempted on subject PEGGY WHIPPLE REGGIO, an individual as follows:

2. *Documents*
 SUMMONS; COMPLAINT

- | |
|---|
| Attempt Detail
1) Unsuccessful Attempt by: Loren Warren (MC-8470, Maricopa County) on: May 8, 2021, 8:32 am MST at 5551 S Four Peaks Pl, Chandler, AZ 85249
No answer at door after knocking and ringing. Garage door is open and two cars are inside. BJS2023 AFC9642

2) Unsuccessful Attempt by: Loren Warren (MC-8470, Maricopa County) on: May 9, 2021, 7:08 pm MST at 5551 S Four Peaks Pl, Chandler, AZ 85249
Unable to access gates into subdivision. Waited several minutes.

3) Unsuccessful Attempt by: Loren Warren (MC-8470, Maricopa County) on: May 11, 2021, 4:35 pm MST at 5551 S Four Peaks Pl, Chandler, AZ 85249
No answer at door after knocking and ringing. Movement inside.

4) Unsuccessful Attempt by: Loren Warren (MC-8470, Maricopa County) on: May 18, 2021, 5:24 pm MST at 5551 S Four Peaks Pl, Chandler, AZ 85249
Can't access gates into subdivision. Waited several minutes. |
|---|

Pursuant to NRS 53.045

3. *Person Executing:*
- a. Loren Warren (MC-8470, Maricopa County)
 - b. **FIRST LEGAL**
 NEVADA PI/PS LICENSE 1452
 2920 N. GREEN VALLEY PARKWAY, SUITE 514
 HENDERSON, NV 89014
 - c. (702) 671-4002

d. *The Fee for Service was:*
 I Declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

06/22/2021

(Date)

Loren

(Signature)



DECLARATION OF
 ATTEMPTED SERVICE

5657189
 (55169719)

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EXHIBIT PAGE ONLY

EXHIBIT 2

Howard & Howard
law for business®

L. Christopher Rose, Esq. Nevada Bar No. 7500
 Cami M. Perkins, Esq., Nevada Bar No. 9149
 Kirill V. Mikhaylov, Esq., Nevada Bar No. 13538
Howard & Howard Attorneys PLLC
 3800 Howard Hughes Parkway, Suite 1000
 Las Vegas, NV 89169
 Telephone: (702) 257-1483
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 E-Mail: lcr@h2law.com
cp@h2law.com
kvm@h2law.com

Attorneys for Plaintiff Betsy L. Whipple

DISTRICT COURT

CLARK COUNTY, NEVADA

BETSY L. WHIPPLE, an Individual,

Plaintiff,

vs.

PEGGY WHIPPLE REGGIO, an Individual,
 JOHN REGGIO, an Individual, DOE
 INDIVIDUALS I through X, and ROE
 CORPORATIONS I through X,

Defendants.

CASE NO.: A-20-827055-B
 DEPT NO.: 13

**ORDER GRANTING BETSY L.
 WHIPPLE'S EX PARTE MOTION TO
 ENLARGE TIME TO SERVE PEGGY
 REGGIO AND JOHN REGGIO**

Upon reading the Ex Parte Motion to Enlarge Time to Serve Peggy Reggio and John Reggio ("Defendants") of Plaintiff Betsy L. Whipple ("Plaintiff"), by and through her attorneys, Howard and Howard Attorneys, PLLC, the Court having considered the pleadings, the Affidavits/Declarations and exhibits on file herein, and good cause appearing, it is hereby:

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ORDERED that Plaintiff's Motion be, and hereby is, granted;

IT IS FURTHER ORDERED that the service period in this action in regards to Defendants be enlarged for a period of 60 days effective from the notice of entry of this Order.

IT IS SO ORDERED.

DATED this _____ day of _____, 2021.

DISTRICT COURT JUDGE

Respectfully submitted by:

HOWARD AND HOWARD ATTORNEYS, PLLC

/s/ Cami M. Perkins
L. Christopher Rose, Esq., Nevada Bar No. 7500
Cami M. Perkins, Esq., Nevada Bar No. 9149
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, Nevada 89169

Attorneys for Plaintiff



1 L. Christopher Rose, Esq. Nevada Bar No. 7500
2 Cami M. Perkins, Esq., Nevada Bar No. 9149
3 Kirill V. Mikhaylov, Esq., Nevada Bar No. 13538
4 **Howard & Howard Attorneys PLLC**
5 3800 Howard Hughes Parkway, Suite 1000
6 Las Vegas, NV 89169
7 Telephone: (702) 257-1483
8 Facsimile: (702) 567-1568
9 E-Mail: lcr@h2law.com
10 cp@h2law.com
11 kvm@h2law.com

12 *Attorneys for Plaintiff Betsy L. Whipple*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 BETSY L. WHIPPLE, an Individual,

16 Plaintiff,

17 vs.

18 PEGGY WHIPPLE REGGIO, an Individual,
19 JOHN REGGIO, an Individual, DOE
20 INDIVIDUALS I through X, and ROE
21 CORPORATIONS I through X,

22 Defendants.

CASE NO.: A-20-827055-B

DEPT NO.: 13

**BETSY L. WHIPPLE'S EX PARTE
MOTION TO SERVE PEGGY
REGGIO AND JOHN REGGIO BY
PUBLICATION**

HEARING REQUESTED

23 Plaintiff, Betsy L. Whipple ("Betsy"), by and through her attorneys of record, Howard &
24 Howard Attorneys, PLLC, hereby files her Ex Parte Motion to Serve Peggy Reggio and John
25 Reggio by Publication (this "Motion").

26 This Motion is based on the pleadings and papers on file herein, the following
27 Memorandum of Points and Authorities below, the exhibits attached hereto, and any argument of
counsel that the Court may entertain at the time of any hearing on this Motion.

///

///

**DECLARATION OF CAMI M. PERKINS IN SUPPORT OF BETSY L. WHIPPLE'S EX
PARTE MOTION TO SERVE PEGGY REGGIO AND JOHN REGGIO BY
PUBLICATION**

1) I am a member of Howard & Howard Attorneys PLLC, counsel for Plaintiff Betsy L. Whipple ("Betsy") in the lawsuit involving Peggy Reggio and John Reggio (the "Defendants"). I have personal knowledge of the matters stated herein, except for those matters stated on information and belief, which matters I believe to be true. If called upon, I am competent to testify to the matters stated herein.

2) I submit this Declaration in support of Betsy's Motion to Serve Peggy Reggio and John Reggio by Publication (this "Motion").

3) I am informed and believe that the last known address for the Defendants is 5551 S. Four Peaks Place, Chandler, Arizona 85249 and that both Defendants are Arizona residents.

4) On behalf of Betsy, our office retained the services of process servers in an attempt to serve the Defendants with the Complaint, filed herein on December 29, 2020.

5) To date, the process servers have attempted service on the Defendants at their last known residence on eight (8) separate occasions. A true and correct copy of the Affidavits/Declarations of Due Diligence is attached hereto as Exhibit 1.

6) On January 19, 2021, the process server attempted service on the Defendants. The process server noted that there were lights on in the home, a pet dog within the home, and movement within the home, but the Defendants refused to answer the door for service. *Id.*

7) On January 26, 2021, the process server attempted service on the Defendants. The process server knocked on the door and rang the doorbell, but the Defendants refused to answer the door. *Id.*

8) On January 30, 2021, the process server attempted service on the Defendants. The Defendants refused to answer the door. The process server left his contact information at the door and never received a call from the Defendants. *Id.*

9) On February 1, 2021, the process server attempted service on the Defendants. The Defendants again refused to answer the door. *Id.*

10) On May 8, 2021, the process server attempted service on the Defendants. The process server noted that the garage was open and that two cars were in the garage, but that the individuals inside refused to answer the door.

11) On May 9, 2021, the process server attempted service on the Defendants. Service was unable to be effectuated as the process server could not get inside the gated community to make contact with Defendants.

12) On May 11, 2021, the process server attempted service on the Defendants. The process server noted movement inside the home, but no one would answer upon knocking on the door.

13) On May 18, the process server again attempted to serve the Defendants. Service was unable to be effectuated as the process server could not get inside the gated community to make contact with Defendants.

14) Based on the due diligence conducted by the process servers, combined with our office's efforts to locate alternative addresses for service, it appears that the Defendants are evading service.

15) For the reasons set forth herein, Betsy seeks permission to serve the Defendants by publication as provided for in NRCP 4(c)(4).

16) Defendants reside in Chandler, Arizona, which is located in Maricopa County. Pursuant to Ariz. R. Civ. P. 4.1(l), the best newspaper to provide Defendants actual notice of this lawsuit would be the Maricopa County Newspaper.

I declare under penalties of perjury under the laws of the state of Nevada that the foregoing is true and correct.

Dated this 25th day of June, 2021.

/s/ Cami M. Perkins

CAMI M. PERKINS

MEMORANDUM OF POINTS AND AUTHORITIES

II. STATEMENT OF FACTS

This is an action concerning Defendants' failure to transfer shares of stock sold to Plaintiff in a Nevada Corporation named Whipple Cattle Company Incorporated ("WCC"). Plaintiff, Jane Whipple ("Jane"), Bret Whipple ("Bret"), and Kirt Whipple ("Kirt") were the initial shareholders of WCC. In January of 1997, Plaintiff sold Defendants 100 shares of stock in WCC as joint tenants with right of survivorship. In January of 2004, Jane transferred and assigned her remaining shares of stock in WCC as follows: (i) 100 shares to Bret; (ii) 100 shares to Plaintiff; (iii) 100 shares to Kirt; (iv) 100 shares to Defendant Peggy; and (v) 100 shares to Cody, leaving Jane with no further shares of stock in WCC. Accordingly, as of January of 2004, each of Plaintiff, Bret, Kirt, and Cody owned 200 shares of stock in WCC, Defendant Peggy owned 100 shares of stock in WCC, and Defendants Peggy and John together owned 100 shares of stock in WCC.

On January 29, 2012, Defendants John and Peggy, as Sellers, and Plaintiff, as Buyer, entered into a certain Stock Purchase Agreement (the "John and Peggy Stock Purchase Agreement") for the sale and purchase of one hundred (100) shares in WCC owned by John and Peggy. The same day, January 29, 2012, Peggy, as Seller, and Plaintiff, as Buyer, entered into another certain Stock Purchase Agreement (the "Peggy Stock Purchase Agreement" and together with the John and Peggy Stock Purchase Agreement, the "Purchase Agreements") for the sale and purchase of one hundred (100) shares in WCC owned by Peggy (the "Peggy Shares" and together with the John and Peggy Shares, the "Sold Shares").

Although the Stock Purchase Agreements both provide that Defendants, as Sellers, had delivered their stock certificates representing the Sold Shares contemporaneously with the Stock Purchase Agreements, accompanied by stock powers duly endorsed by them for the benefit of Plaintiff, they did not.

To date, Defendants have failed and/or refused to provide Plaintiff with the required stock certificates representing the Sold Shares as required by the Stock Purchase Agreements. Notwithstanding Defendants' failure and/or refusal to provide Plaintiff with the required stock

1 certificates, in September of 2018, Plaintiff sent Defendants two cashier's checks stating that
 2 \$100,000 was for the Peggy Shares and \$133,250 was for the John and Peggy Shares, for a total
 3 of \$233,250 for the Sold Shares.

4 As a result of the above-noted facts, Plaintiff filed a Complaint against Defendants on
 5 December 29, 2020. Defendants are necessary and indispensable parties within the meaning of
 6 NRCP 19 as the Court here cannot accord complete relief to Plaintiff without inclusion of
 7 Defendants. Plaintiff has attempted service of Defendants on eight (8) occasions at their last
 8 known address, however, to no avail. *See* Declaration of Cami M. Perkins (the "Perkins Decl."),
 9 ¶¶ 4-9; *see also*, Affidavits/Declarations of Due Diligence, attached hereto Exhibit 1. Further,
 10 Defendants seemingly are evading service given that Defendants refused to answer the door
 11 despite the process servers noting that they saw movement in the residence, a dog in the residence,
 12 cars in an open garage, and lights on within the residence. Thus, although numerous attempts for
 13 service were made and diligent efforts were used, Defendants have done nothing more than
 14 actively evade service of the Complaint. In other words, despite due diligence, Defendants cannot
 15 be found. Based on the foregoing, the Court should issue an Order allowing Service of the
 16 Complaint by Publication. A proposed Order for Service by Publication is attached hereto as
 17 Exhibit 2.

18 **III. SERVICE VIA PUBLICATION IS WARRANTED**

19 Pursuant to NRCP 4.4(c), service by publication is allowed when a defendant conceals
 20 himself or herself to avoid service of process or otherwise cannot be found despite the exercise of
 21 due diligence. In its pertinent part, NRCP 4.4(c) states:

22 *Service by Publication.* If a party demonstrates that the service
 23 methods provided in Rules 4.2, 4.3, and 4.4(a) and (b) are
 24 impracticable, the court may, upon motion and without notice to the
 person being served, direct that service be made by publication.

- 25 (1) *Conditions for Publication.* Service by publication may only
 26 be ordered when the defendant:
 27 (A) cannot, after due diligence, be found;
 (B) by concealment seeks to avoid service of the summons
 and complaint; or

(C) is an absent or unknown person in an action involving real or personal property under Rule 4.4(c)(3)

Here, either of the first two conditions are met. First, due diligence has been exercised and Defendants cannot be found. *See Perkins Decl.*, ¶¶ 4-14. Second, based on Defendants' constant tactics to mislead and/or avoid the process server, it can only be surmised that Defendants are attempting to dodge service. As such, either of the first two conditions are met and sufficient to allow for an Order by Publication.

NRCP 4.4(c) goes on to state:

(1) *Motion Seeking Publication.* A motion seeking an order for service by publication must:

(A) through pleadings or other evidence establish that;

(i) a cause of action exists against the defendant who is to be served; and

(ii) the defendant is a necessary or proper party to this action;

(B) provide affidavits, declarations, or other evidence setting forth specific facts demonstrating the efforts that the plaintiff made to locate and serve the defendant;

(C) provide the proposed language of the summons to be used in the publication, briefly summarizing the claims asserted and the relief sought and including any special statutory requirements;

(D) suggest one or more newspapers or periodicals in which the summons should be published that are reasonably calculated to give the defendant actual notice of the proceedings; and,

(E) if publication is sought based on the fact that defendant cannot be found, provide affidavits, declarations, or other evidence establishing the following information

(i) the defendant's last known address;

(ii) the dates during which the defendant resided at that location; and,

(iii) confirmation that the plaintiff is unaware of any other addresses at which the defendant has resided since that time, or at which the defendant can be found.

Here, the pleadings establish that numerous causes of action exist against Defendants. Indeed, Defendants refusal to abide by the terms of the Purchase Agreements, creates valid claims against Defendants for declaratory relief, breach of contract, contractual/tortious breach of implied covenant of good faith and fair dealing, unjust enrichment, equitable estoppel, conversion,

1 and for injunctive relief. Defendants are proper parties to this action based on their breach of the
2 Purchase Agreements. As such, NRCP 4.4(c)(2)(A) is satisfied.

3 Moving on, NRCP 4.4(c)(2)(B)-(D) are also satisfied by the current Motion and attached
4 Exhibits. Indeed, the Declaration of Cami M. Perkins, Esq. above and the Affidavits/Declarations
5 of Due Diligence, Exhibit 1, both show the substantial efforts that were made to locate and serve
6 Defendants. As to NRCP 4.4(c)(2)(C), the following would be proposed language of the summons
7 to be used in publication in the Maricopa County Newspaper:

8 District Court, Clark County Nevada, Case No. A-20-827055-B, Dept. No. 13,
9 *Betsy Whipple v. Peggy Whipple Reggio, John Reggio, et al.* SUMMONS –
10 NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST
11 YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN
12 21 DAYS. READ THE INFORMATION BELOW. TO DEFENDANT(S):
13 PEGGY WHIPPLE REGGIO AND JOHN REGGIO. A civil Complaint has been
14 filed by Plaintiff BETSY WHIPPLE for the relief set forth in the Complaint.
Object of Action: This is a Complaint for, among other things, declaratory relief,
breach of contract, contractual/tortious breach of implied covenant of good faith
and fair dealing, unjust enrichment, equitable estoppel, conversion, and injunctive
relief.

15 If you intend to defend this lawsuit, within 21 days after this Summons is served
16 on you exclusive of the day of service, you must do the following: a. File with the
17 Clerk of the above-referenced Court, whose address is shown below, a formal
18 written response to the Counterclaim in accordance with the rules of the Court, b.
19 Serve a copy of your response upon the attorney whose name and address is shown
20 below. 2. Unless you respond, your default will be entered upon application of the
21 Plaintiff and this Court may enter a judgment against you for the relief demanded
22 in the Complaint, which could result in the taking of money or property or other
23 relief requested in the Complaint. 3. If you intend to seek the advice of an attorney
24 in this matter, you should do so promptly so that your response may be filed on
25 time. 4. The State of Nevada, its political subdivisions, agencies, officers,
26 employees, board members, commission members and legislators, each have 45
days after service of this summons within which to file an answer or other
responsive pleading to the Counterclaim. CLERK OF COURT, STEVEN D.
GRIERSON, Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada
98155, Issued at the direction of HOWARD AND HOWARD ATTORNEYS,
PLLC, /s/ L. Cami M. Perkins, Esq., Nevada Bar No. 9149, email cp@h2law.com,
3800 Howard Hughes Blvd., Suite 1000, Las Vegas Nevada 89169. Telephone
(702) 257-1483, Facsimile (702) 567-1568, Attorneys for Plaintiff.

27 The foregoing satisfies NRCP 4.4(c)(2)(C) and (D).

1 Similarly, the Declaration of Cami M. Perkins set forth above and the affidavit/declaration
2 of due diligence by the process servers satisfies NRCP 4.4(c)(2)(E). Based on the foregoing, an
3 Order allowing Service by Publication should be issued under NRCP 4.4(c). A proposed Order
4 for Service by Publication is attached hereto as Exhibit 2 and conforms with the requirements of
5 NRCP 4.4(c)(4).

6 **IV. CONCLUSION**

7 Based upon the foregoing, Plaintiff requests that the Court issue an order allowing it to
8 serve Defendants by publication according to the rules set forth in NRCP 4.4(c).

9 DATED this 25th day of June 2021.

10 **HOWARD & HOWARD ATTORNEYS PLLC**

11
12 By: /s/ Cami M. Perkins
13 L. Christopher Rose, Esq.
14 Karson D. Bright, Esq.
15 3800 Howard Hughes Parkway, Suite 1000
16 Las Vegas, Nevada 89169

17 *Attorneys for Plaintiff*
18
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CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **BETSY L. WHIPPLE'S EX PARTE MOTION TO SERVE PEGGY REGGIO AND JOHN REGGIO BY PUBLICATION** in this action or proceeding electronically with the Clerk of the Court via the Odyssey E-File and Serve System, which will cause this document to be served upon the counsel of record.

DATED: June 25, 2021

/s/ Morganne Westover
An employee of **Howard & Howard Attorneys**

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EXHIBIT PAGE ONLY

EXHIBIT 1

Howard & Howard
law for business[®]

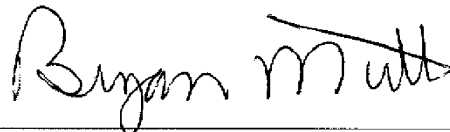
L. Christopher Rose, Esq. Nevada Bar No. 7500
Cami M. Perkins, Esq., Nevada Bar No. 9149
Kirill V. Mikhaylov, Esq., Nevada Bar No. 13538
Howard & Howard Attorneys PLLC
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E-Mail: lcr@h2law.com; cp@h2law.com; kvm@h2law.com
Attorneys for Plaintiff Betsy L. Whipple

DISTRICT COURT, CLARK COUNTY, NEVADA

Plaintiff / Petitioner: BETSY L. WHIPPLE, an individual	Case No: A-20-827055-B Department 13
Defendant / Respondent: PEGGY WHIPPLE REGGIO, an individual, JOHN REGGIO, an individual, DOE INDIVIDUALS I through X; and ROE CORPORATIONS I through X	AFFIDAVIT/DECLARATION OF ATTEMPTED SERVICE JOHN REGGIO

I, BRYAN MUTH, AZ #7293, being duly sworn, or under penalty of perjury, state that at all times relevant, I was over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was attempted, I was authorized by law to make service of the documents. The undersigned duly attempted to serve the following document(s): SUMMONS; CIVIL COVER SHEET; COMPLAINT in the above entitled action upon JOHN REGGIO, with the following results: Unsuccessful Attempt: Jan 2, 2021, 9:00 am PST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-This is gated, unguarded community, name is on the intercom system but no answer at door. Unsuccessful Attempt: Jan 4, 2021, 8:30 am CST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-No answer at door, no voicemail attached to number on call box. Unsuccessful Attempt: Jan 7, 2021, 7:17 am PST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-I was able to follow someone in and attempted contact. It was still dark out and no lights on. Christmas decorations are still up. One vehicle parked off to the side, I marked the door. Unsuccessful Attempt: Jan 12, 2021, 10:00 am PST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-No answer, mark gone, this was only house on street with garbage can still out. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct. No Notary is Required per NRS 53.045.

Date: FEBRUARY 1, 2021



BRYAN MUTH, AZ #7293

For: ACE Executive Services, LLC (NV #2021C)
8275 S EASTERN AVE STE 200
LAS VEGAS, NV 89123
702 919-7223
Job: 5205902 (120369.00001)

L. Christopher Rose, Esq. Nevada Bar No. 7500
Cami M. Perkins, Esq., Nevada Bar No. 9149
Kirill V. Mikhaylov, Esq., Nevada Bar No. 13538
Howard & Howard Attorneys PLLC
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, NV 89169
Telephone: (702) 257-1483
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Attorneys for Plaintiff Betsy L. Whipple

DISTRICT COURT, CLARK COUNTY, NEVADA

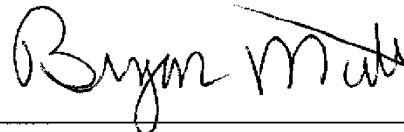
Plaintiff / Petitioner: BETSY L. WHIPPLE, an individual	Case No: A-20-827055-B
Defendant / Respondent: PEGGY WHIPPLE REGGIO, an individual, JOHN REGGIO, an individual, DOE INDIVIDUALS I through X; and ROE CORPORATIONS I through X	AFFIDAVIT/DECLARATION OF ATTEMPTED SERVICE PEGGY WHIPPLE REGGIO

I, BRYAN MUTH, AZ #7293, being duly sworn, or under penalty of perjury, state that at all times relevant, I was over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was attempted, I was authorized by law to make service of the documents.

The undersigned duly attempted to serve the following document(s): SUMMONS; CIVIL COVER SHEET; COMPLAINT in the above entitled action upon PEGGY WHIPPLE REGGIO, with the following results:
Unsuccessful Attempt: Jan 2, 2021, 9:00 am PST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-This is gated, unguarded community, name is on the intercom system but no answer at door. Unsuccessful Attempt: Jan 4, 2021, 8:30 am CST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-No answer at door, no voicemail attached to number on call box. Unsuccessful Attempt: Jan 7, 2021, 7:17 am PST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-I was able to follow someone in and attempted contact. It was still dark out and no lights on. Christmas decorations are still up. One vehicle parked off to the side, I marked the door. Unsuccessful Attempt: Jan 12, 2021, 10:00 am PST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-No answer, mark gone, this was only house on street with garbage can still out.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct. No Notary is Required per NRS 53.045.

Date: FEBRUARY 1, 2021



BRYAN MUTH, AZ #7293

For: ACE Executive Services, LLC (NV #2021C)
8275 S EASTERN AVE STE 200
LAS VEGAS, NV 89123
702 919-7223
Job: 5205759 (120369.00001)

L. Christopher Rose, Esq. Nevada Bar No. 7500
 Cami M. Perkins, Esq., Nevada Bar No. 9149
 Kirill V. Mikhaylov, Esq., Nevada Bar No. 13538
 Howard & Howard Attorneys PLLC
 3800 Howard Hughes Parkway, Suite 1000
 Las Vegas, NV 89169
 Telephone: (702) 257-1483
 Facsimile: (702) 567-1568
 E-Mail: lcr@h2law.com, cp@h2law.com; kvm@h2law.com
 Attorneys for Plaintiff Betsy L. Whipple

DISTRICT COURT, CLARK COUNTY, NEVADA

Plaintiff / Petitioner: BETSY L. WHIPPLE, an individual	Case No: A-20-827055-B Department 13
Defendant / Respondent: PEGGY WHIPPLE REGGIO, an individual, JOHN REGGIO, an individual, DOE INDIVIDUALS I through X; and ROE CORPORATIONS I through X	AFFIDAVIT/DECLARATION OF ATTEMPTED SERVICE JOHN REGGIO

I, Antoine Cobb, being duly sworn, or under penalty of perjury, state that at all times relevant, I was over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was attempted, I was authorized by law to make service of the documents.

The undersigned duly attempted to serve the following document(s): SUMMONS; CIVIL COVER SHEET; COMPLAINT in the above entitled action upon JOHN REGGIO, with the following results:

Unsuccessful Attempt: Jan 19, 2021, 8:12 pm MST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249

Interior lights on; all blinds closed. Small dog inside but no movement seen. No answer. Unsuccessful

Attempt: Jan 26, 2021, 8:14 pm MST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249


House dark inside. Exterior lights on at front door. No answer to doorbell. Nothing heard. No movement

seen. Unsuccessful Attempt: Jan 30, 2021, 12:08 pm MST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-

No answer to doorbell. Left contact card. Unsuccessful Attempt: Feb 1, 2021, 1:48 pm MST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249-No answer at door. Contact cards still at front and garage door. Recycle container at street (as are most other neighbors)

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct. No Notary is Required per NRS 53.045.

Date: FEBRUARY 11, 2021



Antoine Cobb

For: ACE Executive Services, LLC (NV #2021C)
 8275 S EASTERN AVE STE 200
 LAS VEGAS, NV 89123
 702 919-7223
 Job: 5205902 (120369.00001)

L. Christopher Rose, Esq. Nevada Bar No. 7500
 Cami M. Perkins, Esq., Nevada Bar No. 9149
 Kirill V. Mikhaylov, Esq., Nevada Bar No. 13538
 Howard & Howard Attorneys PLLC
 3800 Howard Hughes Parkway, Suite 1000
 Las Vegas, NV 89169
 Telephone: (702) 257-1483
 Facsimile: (702) 567-1568
 E-Mail: lcr@h2law.com, cp@h2law.com; kvm@h2law.com
 Attorneys for Plaintiff Betsy L. Whipple

DISTRICT COURT, CLARK COUNTY, NEVADA

Plaintiff / Petitioner: BETSY L. WHIPPLE, an individual	Case No: A-20-827055-B Department 13
Defendant / Respondent: PEGGY WHIPPLE REGGIO, an individual, JOHN REGGIO, an individual, DOE INDIVIDUALS I through X; and ROE CORPORATIONS I through X	AFFIDAVIT/DECLARATION OF ATTEMPTED SERVICE PEGGY WHIPPLE REGGIO

I, Antoine Cobb, being duly sworn, or under penalty of perjury, state that at all times relevant, I was over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was attempted, I was authorized by law to make service of the documents.

The undersigned duly attempted to serve the following document(s): SUMMONS; CIVIL COVER SHEET; COMPLAINT in the above entitled action upon PEGGY WHIPPLE REGGIO, with the following results: Unsuccessful Attempt: Jan 19, 2021, 8:12 pm MST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249- Interior lights on; all blinds closed. Small dog inside but no movement seen. No answer. Unsuccessful Attempt: Jan 26, 2021, 8:14 pm MST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249 House dark inside. Exterior lights on at front door. No answer to doorbell. Nothing heard. No movement seen. Unsuccessful Attempt: Jan 30, 2021, 12:08 pm MST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249- No answer to doorbell. Left contact card. Unsuccessful Attempt: Feb 1, 2021, 1:48 pm MST at 5551 S FOUR PEAKS PL, CHANDLER, AZ 85249- No answer at door. Contact cards still at front and garage door. Recycle container at street (as are most other neighbors)

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct. No Notary is Required per NRS 53.045.

Date: FEBRUARY 11, 2021



Antoine Cobb

For: ACE Executive Services, LLC (NV #2021C)
 8275 S EASTERN AVE STE 200
 LAS VEGAS, NV 89123
 702 919-7223
 Job: 5205759 (120369.00001)

Attorney or Party without Attorney: L. Christopher Rose, Esq. (#7500) Howard & Howard Attorneys PLLC 3800 Howard Hughes Parkway, Suite 1000 Las Vegas, NV 89169 Telephone No: (702) 257-1483 Attorney For: Plaintiff				For Court Use Only	
Ref. No. or File No.: 120369.2 WHIPPLE/REGGIO					
Insert name of Court, and Judicial District and Branch Court: District Court Clark County, Nevada Plaintiff: BETSY L. WHIPPLE, Defendant: PEGGY WHIPPLE REGGIO, et al.					
DECLARATION OF ATTEMPTED SERVICE		Hearing Date:	Time:	Dept/Div: 13	Case Number: A-20-827055-B

1. I, Loren Warren (MC-8470, Maricopa County), and any employee or independent contractors retained by FIRST LEGAL are and were on the dates mentioned herein over the age of eighteen years and not a party to this action. Personal service was attempted on subject JOHN REGGIO, an individual as follows:

2. *Documents*
 SUMMONS; COMPLAINT

Attempt Detail

1) Unsuccessful Attempt by: Loren Warren (MC-8470, Maricopa County) on: May 8, 2021, 8:32 am MST at 5551 S Four Peaks Pl, Chandler, AZ 85249
 No answer at door after knocking and ringing. Garage door is open and two cars are inside. BJS2023 AFC9642

2) Unsuccessful Attempt by: Loren Warren (MC-8470, Maricopa County) on: May 9, 2021, 7:08 pm MST at 5551 S Four Peaks Pl, Chandler, AZ 85249
 Unable to access gates into subdivision. Waited several minutes.

3) Unsuccessful Attempt by: Loren Warren (MC-8470, Maricopa County) on: May 11, 2021, 4:35 pm MST at 5551 S Four Peaks Pl, Chandler, AZ 85249
 No answer at door after knocking and ringing. Movement inside.

4) Unsuccessful Attempt by: Loren Warren (MC-8470, Maricopa County) on: May 18, 2021, 5:24 pm MST at 5551 S Four Peaks Pl, Chandler, AZ 85249
 Can't access gates into subdivision. Waited several minutes.

Pursuant to NRS 53.045

3. *Person Executing:*

- a. Loren Warren (MC-8470, Maricopa County)
- b. **FIRST LEGAL**
 NEVADA PI/PS LICENSE 1452
 2920 N. GREEN VALLEY PARKWAY, SUITE 514
 HENDERSON, NV 89014
- c. (702) 671-4002

d. *The Fee for Service was:*

I Declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

06/22/2021

(Date)

Loren

(Signature)



DECLARATION OF
 ATTEMPTED SERVICE

5657186
 (55169718)

Attorney or Party without Attorney: L. Christopher Rose, Esq. (#7500) Howard & Howard Attorneys PLLC 3800 Howard Hughes Parkway, Suite 1000 Las Vegas, NV 89169 Telephone No: (702) 257-1483 Attorney For: Plaintiff				For Court Use Only	
Ref. No. or File No.: 120369.2 WHIPPLE/REGGIO					
Insert name of Court, and Judicial District and Branch Court: District Court Clark County, Nevada Plaintiff: BETSY L. WHIPPLE, Defendant: PEGGY WHIPPLE REGGIO, et al.					
DECLARATION OF ATTEMPTED SERVICE		Hearing Date:	Time:	Dept/Div: 13	Case Number: A-20-827055-B

1. I, Loren Warren (MC-8470, Maricopa County), and any employee or independent contractors retained by FIRST LEGAL are and were on the dates mentioned herein over the age of eighteen years and not a party to this action. Personal service was attempted on subject PEGGY WHIPPLE REGGIO, an individual as follows:

2. *Documents*
 SUMMONS; COMPLAINT

Attempt Detail

1) Unsuccessful Attempt by: Loren Warren (MC-8470, Maricopa County) on: May 8, 2021, 8:32 am MST at 5551 S Four Peaks Pl, Chandler, AZ 85249
 No answer at door after knocking and ringing. Garage door is open and two cars are inside. BJS2023 AFC9642

2) Unsuccessful Attempt by: Loren Warren (MC-8470, Maricopa County) on: May 9, 2021, 7:08 pm MST at 5551 S Four Peaks Pl, Chandler, AZ 85249
 Unable to access gates into subdivision. Waited several minutes.

3) Unsuccessful Attempt by: Loren Warren (MC-8470, Maricopa County) on: May 11, 2021, 4:35 pm MST at 5551 S Four Peaks Pl, Chandler, AZ 85249
 No answer at door after knocking and ringing. Movement inside.

4) Unsuccessful Attempt by: Loren Warren (MC-8470, Maricopa County) on: May 18, 2021, 5:24 pm MST at 5551 S Four Peaks Pl, Chandler, AZ 85249
 Can't access gates into subdivision. Waited several minutes.

Pursuant to NRS 53.045

3. *Person Executing:*

- a. Loren Warren (MC-8470, Maricopa County)
- b. **FIRST LEGAL**
 NEVADA PI/PS LICENSE 1452
 2920 N. GREEN VALLEY PARKWAY, SUITE 514
 HENDERSON, NV 89014
- c. (702) 671-4002

d. *The Fee for Service was:*

I Declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

06/22/2021

(Date)

Loren

(Signature)



DECLARATION OF
 ATTEMPTED SERVICE

5657189
 (55169719)

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EXHIBIT PAGE ONLY

EXHIBIT 2

Howard & Howard
law for business®

L. Christopher Rose, Esq. Nevada Bar No. 7500
 Cami M. Perkins, Esq., Nevada Bar No. 9149
 Kirill V. Mikhaylov, Esq., Nevada Bar No. 13538
Howard & Howard Attorneys PLLC
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 Telephone: (702) 257-1483
 Facsimile: (702) 567-1568
 E-Mail: lcr@h2law.com
cp@h2law.com
kvm@h2law.com

Attorneys for Plaintiff Betsy L. Whipple

DISTRICT COURT

CLARK COUNTY, NEVADA

BETSY L. WHIPPLE, an Individual,

Plaintiff,

vs.

PEGGY WHIPPLE REGGIO, an Individual,
 JOHN REGGIO, an Individual, DOE
 INDIVIDUALS I through X, and ROE
 CORPORATIONS I through X,

Defendants.

CASE NO.: A-20-827055-B
 DEPT NO.: 13

**ORDER GRANTING BETSY L.
 WHIPPLE'S EX PARTE MOTION TO
 SERVE PEGGY REGGIO AND JOHN
 REGGIO BY PUBLICATION**

Upon reading the Ex Parte Motion to Serve Peggy Reggio and John Reggio ("Defendants") by Publication (the "Motion") of Plaintiff Betsy L. Whipple ("Plaintiff"), by and through her attorneys, Howard and Howard Attorneys, PLLC, the Court having considered the pleadings, the Affidavits/Declarations and exhibits on file herein, and good cause appearing, it is hereby:

ORDERED that Plaintiff's Motion be, and hereby is, granted;

IT IS FURTHER ORDERED that Plaintiff be, and hereby is, allowed and approved to serve Defendants by publication;

IT IS FURTHER ORDERED that such publication shall appear in the Maricopa County Newspaper, a newspaper of general circulation in Maricopa County, Arizona, for a period of four

1 weeks, and at least once a week during said time;

2 **IT IS FURTHER ORDERED** that a copy of the Summons and Complaint shall be
3 deposited in the post office directed to Defendants at their last known address, 5551 S. Four Peaks
4 Place, Chandler, Arizona 85249;

5 **IT IS FURTHER ORDERED** that service of the Summons and Complaint shall be
6 deemed complete at the expiration of four weeks from the first publication, or the expiration of
7 four weeks after deposit of service by mail, whichever date is later.

8 **IT IS SO ORDERED.**

9 DATED this _____ day of _____, 2021.

10
11 _____
12 **DISTRICT COURT JUDGE**

13 Respectfully submitted by:

14 **HOWARD AND HOWARD ATTORNEYS, PLLC**

15 /s/ Cami M. Perkins

16 L. Christopher Rose, Esq., Nevada Bar No. 7500
17 Cami M. Perkins, Esq., Nevada Bar No. 9149
18 3800 Howard Hughes Parkway, Suite 1000
19 Las Vegas, Nevada 89169

20 *Attorneys for Plaintiff*
21
22
23
24
25
26
27

DISTRICT COURT
CLARK COUNTY, NEVADA



Betsy Whipple, Plaintiff(s)

Case No.: A-20-827055-B

vs.

Peggy Whipple Reggio, Defendant(s)

Department 13

NOTICE OF HEARING

Please be advised that the Betsy L. Whipple's Ex Parte Motion to Enlarge Time to Serve Peggy Reggio and John Reggio in the above-entitled matter is set for hearing as follows:

Date: August 02, 2021

Time: 9:00 AM

Location: RJC Courtroom 03D
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Imelda Murrieta
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Imelda Murrieta
Deputy Clerk of the Court



1 L. Christopher Rose, Esq. Nevada Bar No. 7500
2 Cami M. Perkins, Esq., Nevada Bar No. 9149
3 Kirill V. Mikhaylov, Esq., Nevada Bar No. 13538
4 **Howard & Howard Attorneys PLLC**
5 3800 Howard Hughes Parkway, Suite 1000
6 Las Vegas, NV 89169
7 Telephone: (702) 257-1483
8 Facsimile: (702) 567-1568
9 E-Mail: lcr@h2law.com
10 cp@h2law.com
11 kvm@h2law.com

12 *Attorneys for Plaintiff Betsy L. Whipple*

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 BETSY L. WHIPPLE, an Individual,

CASE NO.: A-20-827055-B
DEPT NO.: 13

16 Plaintiff,

17 vs.

**BETSY L. WHIPPLE'S EX PARTE
MOTION TO SERVE PEGGY
REGGIO AND JOHN REGGIO BY
PUBLICATION**

18 PEGGY WHIPPLE REGGIO, an Individual,
19 JOHN REGGIO, an Individual, DOE
20 INDIVIDUALS I through X, and ROE
21 CORPORATIONS I through X,

NO HEARING REQUESTED

22 Defendants.

23 Plaintiff, Betsy L. Whipple ("Betsy"), by and through her attorneys of record, Howard &
24 Howard Attorneys, PLLC, hereby files her Ex Parte Motion to Serve Peggy Reggio and John
25 Reggio by Publication (this "Motion").

26 This Motion is based on the pleadings and papers on file herein, the following
27 Memorandum of Points and Authorities below, the exhibits attached hereto, and any argument of
counsel that the Court may entertain at the time of any hearing on this Motion.

///

///

DECLARATION OF CAMI M. PERKINS IN SUPPORT OF BETSY L. WHIPPLE'S EX PARTE MOTION TO SERVE PEGGY REGGIO AND JOHN REGGIO BY PUBLICATION

1) I am a member of Howard & Howard Attorneys PLLC, counsel for Plaintiff Betsy L. Whipple ("Betsy") in the lawsuit involving Peggy Reggio and John Reggio (the "Defendants"). I have personal knowledge of the matters stated herein, except for those matters stated on information and belief, which matters I believe to be true. If called upon, I am competent to testify to the matters stated herein.

2) I submit this Declaration in support of Betsy's Motion to Serve Peggy Reggio and John Reggio by Publication (this "Motion").

3) I am informed and believe that the last known address for the Defendants is 5551 S. Four Peaks Place, Chandler, Arizona 85249 and that both Defendants are Arizona residents.

4) On behalf of Betsy, our office retained the services of process servers in an attempt to serve the Defendants with the Complaint, filed herein on December 29, 2020.

5) To date, the process servers have attempted service on the Defendants at their last known residence on eight (8) separate occasions. A true and correct copy of the Affidavits/Declarations of Due Diligence is attached hereto as Exhibit 1.

6) On January 19, 2021, the process server attempted service on the Defendants. The process server noted that there were lights on in the home, a pet dog within the home, and movement within the home, but the Defendants refused to answer the door for service. *Id.*

7) On January 26, 2021, the process server attempted service on the Defendants. The process server knocked on the door and rang the doorbell, but the Defendants refused to answer the door. *Id.*

8) On January 30, 2021, the process server attempted service on the Defendants. The Defendants refused to answer the door. The process server left his contact information at the door and never received a call from the Defendants. *Id.*

9) On February 1, 2021, the process server attempted service on the Defendants. The Defendants again refused to answer the door. *Id.*

10) On May 8, 2021, the process server attempted service on the Defendants. The process server noted that the garage was open and that two cars were in the garage, but that the individuals inside refused to answer the door.

11) On May 9, 2021, the process server attempted service on the Defendants. Service was unable to be effectuated as the process server could not get inside the gated community to make contact with Defendants.

12) On May 11, 2021, the process server attempted service on the Defendants. The process server noted movement inside the home, but no one would answer upon knocking on the door.

13) On May 18, the process server again attempted to serve the Defendants. Service was unable to be effectuated as the process server could not get inside the gated community to make contact with Defendants.

14) Based on the due diligence conducted by the process servers, combined with our office's efforts to locate alternative addresses for service, it appears that the Defendants are evading service.

15) For the reasons set forth herein, Betsy seeks permission to serve the Defendants by publication as provided for in NRCP 4(c)(4).

16) Defendants reside in Chandler, Arizona, which is located in Maricopa County. Pursuant to Ariz. R. Civ. P. 4.1(l), the best newspaper to provide Defendants actual notice of this lawsuit would be the Maricopa County Newspaper.

I declare under penalties of perjury under the laws of the state of Nevada that the foregoing is true and correct.

Dated this 25th day of June, 2021.

/s/ Cami M. Perkins

CAMI M. PERKINS

II. STATEMENT OF FACTS

On January 29, 2012, Defendants John and Peggy, as Sellers, and Plaintiff, as Buyer, entered into a certain Stock Purchase Agreement (the “John and Peggy Stock Purchase Agreement”) for the sale and purchase of one hundred (100) shares in WCC owned by John and Peggy. The same day, January 29, 2012, Peggy, as Seller, and Plaintiff, as Buyer, entered into another certain Stock Purchase Agreement (the “Peggy Stock Purchase Agreement” and together with the John and Peggy Stock Purchase Agreement, the “Purchase Agreements”) for the sale and purchase of one hundred (100) shares in WCC owned by Peggy (the “Peggy Shares” and together with the John and Peggy Shares, the “Sold Shares”).

Although the Stock Purchase Agreements both provide that Defendants, as Sellers, had delivered their stock certificates representing the Sold Shares contemporaneously with the Stock Purchase Agreements, accompanied by stock powers duly endorsed by them for the benefit of Plaintiff, they did not.

To date, Defendants have failed and/or refused to provide Plaintiff with the required stock certificates representing the Sold Shares as required by the Stock Purchase Agreements. Notwithstanding Defendants' failure and/or refusal to provide Plaintiff with the required stock

1 certificates, in September of 2018, Plaintiff sent Defendants two cashier's checks stating that
 2 \$100,000 was for the Peggy Shares and \$133,250 was for the John and Peggy Shares, for a total
 3 of \$233,250 for the Sold Shares.

4 As a result of the above-noted facts, Plaintiff filed a Complaint against Defendants on
 5 December 29, 2020. Defendants are necessary and indispensable parties within the meaning of
 6 NRCP 19 as the Court here cannot accord complete relief to Plaintiff without inclusion of
 7 Defendants. Plaintiff has attempted service of Defendants on eight (8) occasions at their last
 8 known address, however, to no avail. *See* Declaration of Cami M. Perkins (the "Perkins Decl."),
 9 ¶¶ 4-9; *see also*, Affidavits/Declarations of Due Diligence, attached hereto Exhibit 1. Further,
 10 Defendants seemingly are evading service given that Defendants refused to answer the door
 11 despite the process servers noting that they saw movement in the residence, a dog in the residence,
 12 cars in an open garage, and lights on within the residence. Thus, although numerous attempts for
 13 service were made and diligent efforts were used, Defendants have done nothing more than
 14 actively evade service of the Complaint. In other words, despite due diligence, Defendants cannot
 15 be found. Based on the foregoing, the Court should issue an Order allowing Service of the
 16 Complaint by Publication. A proposed Order for Service by Publication is attached hereto as
 17 Exhibit 2.

18 **III. SERVICE VIA PUBLICATION IS WARRANTED**

19 Pursuant to NRCP 4.4(c), service by publication is allowed when a defendant conceals
 20 himself or herself to avoid service of process or otherwise cannot be found despite the exercise of
 21 due diligence. In its pertinent part, NRCP 4.4(c) states:

22 *Service by Publication.* If a party demonstrates that the service
 23 methods provided in Rules 4.2, 4.3, and 4.4(a) and (b) are
 24 impracticable, the court may, upon motion and without notice to the
 person being served, direct that service be made by publication.

- 25 (1) *Conditions for Publication.* Service by publication may only
 26 be ordered when the defendant:
 27 (A) cannot, after due diligence, be found;
 (B) by concealment seeks to avoid service of the summons
 and complaint; or

(C) is an absent or unknown person in an action involving real or personal property under Rule 4.4(c)(3)

Here, either of the first two conditions are met. First, due diligence has been exercised and Defendants cannot be found. *See Perkins Decl.*, ¶¶ 4-14. Second, based on Defendants' constant tactics to mislead and/or avoid the process server, it can only be surmised that Defendants are attempting to dodge service. As such, either of the first two conditions are met and sufficient to allow for an Order by Publication.

NRCP 4.4(c) goes on to state:

(1) *Motion Seeking Publication.* A motion seeking an order for service by publication must:

(A) through pleadings or other evidence establish that;

(i) a cause of action exists against the defendant who is to be served; and

(ii) the defendant is a necessary or proper party to this action;

(B) provide affidavits, declarations, or other evidence setting forth specific facts demonstrating the efforts that the plaintiff made to locate and serve the defendant;

(C) provide the proposed language of the summons to be used in the publication, briefly summarizing the claims asserted and the relief sought and including any special statutory requirements;

(D) suggest one or more newspapers or periodicals in which the summons should be published that are reasonably calculated to give the defendant actual notice of the proceedings; and,

(E) if publication is sought based on the fact that defendant cannot be found, provide affidavits, declarations, or other evidence establishing the following information

(i) the defendant's last known address;

(ii) the dates during which the defendant resided at that location; and,

(iii) confirmation that the plaintiff is unaware of any other addresses at which the defendant has resided since that time, or at which the defendant can be found.

Here, the pleadings establish that numerous causes of action exist against Defendants. Indeed, Defendants refusal to abide by the terms of the Purchase Agreements, creates valid claims against Defendants for declaratory relief, breach of contract, contractual/tortious breach of implied covenant of good faith and fair dealing, unjust enrichment, equitable estoppel, conversion,

1 and for injunctive relief. Defendants are proper parties to this action based on their breach of the
2 Purchase Agreements. As such, NRCP 4.4(c)(2)(A) is satisfied.

3 Moving on, NRCP 4.4(c)(2)(B)-(D) are also satisfied by the current Motion and attached
4 Exhibits. Indeed, the Declaration of Cami M. Perkins, Esq. above and the Affidavits/Declarations
5 of Due Diligence, Exhibit 1, both show the substantial efforts that were made to locate and serve
6 Defendants. As to NRCP 4.4(c)(2)(C), the following would be proposed language of the summons
7 to be used in publication in the Maricopa County Newspaper:

8 District Court, Clark County Nevada, Case No. A-20-827055-B, Dept. No. 13,
9 *Betsy Whipple v. Peggy Whipple Reggio, John Reggio, et al.* SUMMONS –
10 NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST
11 YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN
12 21 DAYS. READ THE INFORMATION BELOW. TO DEFENDANT(S):
13 PEGGY WHIPPLE REGGIO AND JOHN REGGIO. A civil Complaint has been
14 filed by Plaintiff BETSY WHIPPLE for the relief set forth in the Complaint.
Object of Action: This is a Complaint for, among other things, declaratory relief,
breach of contract, contractual/tortious breach of implied covenant of good faith
and fair dealing, unjust enrichment, equitable estoppel, conversion, and injunctive
relief.

15 If you intend to defend this lawsuit, within 21 days after this Summons is served
16 on you exclusive of the day of service, you must do the following: a. File with the
17 Clerk of the above-referenced Court, whose address is shown below, a formal
18 written response to the Counterclaim in accordance with the rules of the Court, b.
19 Serve a copy of your response upon the attorney whose name and address is shown
20 below. 2. Unless you respond, your default will be entered upon application of the
21 Plaintiff and this Court may enter a judgment against you for the relief demanded
22 in the Complaint, which could result in the taking of money or property or other
23 relief requested in the Complaint. 3. If you intend to seek the advice of an attorney
24 in this matter, you should do so promptly so that your response may be filed on
25 time. 4. The State of Nevada, its political subdivisions, agencies, officers,
26 employees, board members, commission members and legislators, each have 45
27 days after service of this summons within which to file an answer or other
responsive pleading to the Counterclaim. CLERK OF COURT, STEVEN D.
GRIERSON, Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada
98155, Issued at the direction of HOWARD AND HOWARD ATTORNEYS,
PLLC, /s/ L. Cami M. Perkins, Esq., Nevada Bar No. 9149, email cp@h2law.com,
3800 Howard Hughes Blvd., Suite 1000, Las Vegas Nevada 89169. Telephone
(702) 257-1483, Facsimile (702) 567-1568, Attorneys for Plaintiff.

The foregoing satisfies NRCP 4.4(c)(2)(C) and (D).

1 Similarly, the Declaration of Cami M. Perkins set forth above and the affidavit/declaration
2 of due diligence by the process servers satisfies NRCP 4.4(c)(2)(E). Based on the foregoing, an
3 Order allowing Service by Publication should be issued under NRCP 4.4(c). A proposed Order
4 for Service by Publication is attached hereto as Exhibit 2 and conforms with the requirements of
5 NRCP 4.4(c)(4).

6 **IV. CONCLUSION**

7 Based upon the foregoing, Plaintiff requests that the Court issue an order allowing it to
8 serve Defendants by publication according to the rules set forth in NRCP 4.4(c).

9 DATED this 12th day of July 2021.

10 **HOWARD & HOWARD ATTORNEYS PLLC**

11
12 By: /s/ Cami M. Perkins
13 L. Christopher Rose, Esq.
14 Karson D. Bright, Esq.
15 3800 Howard Hughes Parkway, Suite 1000
16 Las Vegas, Nevada 89169

17 *Attorneys for Plaintiff*
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CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **BETSY L. WHIPPLE'S EX PARTE MOTION TO SERVE PEGGY REGGIO AND JOHN REGGIO BY PUBLICATION** in this action or proceeding electronically with the Clerk of the Court via the Odyssey E-File and Serve System, which will cause this document to be served upon the counsel of record.

DATED: July 12, 2021

/s/ Morganne Westover
An employee of **Howard & Howard Attorneys**

1 L. Christopher Rose, Esq. Nevada Bar No. 7500
2 Cami M. Perkins, Esq., Nevada Bar No. 9149
3 Karson D. Bright, Esq., Nevada Bar No. 14837
4 **Howard & Howard Attorneys PLLC**
5 3800 Howard Hughes Parkway, Suite 1000
6 Las Vegas, NV 89169
7 Telephone: (702) 257-1483
8 Facsimile: (702) 567-1568
9 E-Mail: lcr@h2law.com
10 cp@h2law.com
11 kdb@h2law.com

12 *Attorneys for Plaintiff, Betsy L. Whipple*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 BETSY L. WHIPPLE, an Individual,

CASE NO.: A-20-827055-B

DEPT NO.: 13

16 Plaintiff,

17 vs.

**ORDER GRANTING BETSY L.
WHIPPLE'S EX PARTE MOTION TO
SERVE PEGGY REGGIO AND JOHN
REGGIO BY PUBLICATION**

18 PEGGY WHIPPLE REGGIO, an Individual,
19 JOHN REGGIO, an Individual, DOE
20 INDIVIDUALS I through X, and ROE
21 CORPORATIONS I through X,

22 Defendants.

23 Upon reading the Ex Parte Motion to Serve Peggy Reggio and John Reggio
24 ("Defendants") by Publication (the "Motion") of Plaintiff Betsy L. Whipple ("Plaintiff"), by and
25 through her attorneys, Howard and Howard Attorneys, PLLC, the Court having considered the
26 pleadings, the Affidavits/Declarations and exhibits on file herein, and good cause appearing, it is
27 hereby:

ORDERED that Plaintiff's Motion be, and hereby is, granted;

IT IS FURTHER ORDERED that Plaintiff be, and hereby is, allowed and approved to
serve Defendants by publication;

IT IS FURTHER ORDERED that such publication shall appear in the Maricopa County
Newspaper, a newspaper of general circulation in Maricopa County, Arizona, for a period of four

1 weeks, and at least once a week during said time;

2 **IT IS FURTHER ORDERED** that a copy of the Summons and Complaint shall be
3 deposited in the post office directed to Defendants at their last known address, 5551 S. Four Peaks
4 Place, Chandler, Arizona 85249;

5 **IT IS FURTHER ORDERED** that service of the Summons and Complaint shall be
6 deemed complete at the expiration of four weeks from the first publication, or the expiration of
7 four weeks after deposit of service by mail, whichever date is later.

8 **IT IS SO ORDERED.**

Dated this 2nd day of August, 2021

9 ~~DATED this _____ day of _____, 2021.~~



DISTRICT COURT JUDGE
7E8 9B9 A46D 2B2C
Mark R. Denton
District Court Judge

ABG

12 Respectfully submitted by:

13 **HOWARD AND HOWARD ATTORNEYS, PLLC**

15 /s/ Cami M. Perkins

16 L. Christopher Rose, Esq., Nevada Bar No. 7500
17 Cami M. Perkins, Esq., Nevada Bar No. 9149
18 Karson D. Bright, Esq., Nevada Bar No. 14837
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, Nevada 89169

19 *Attorneys for Plaintiff*

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Betsy Whipple, Plaintiff(s) CASE NO: A-20-827055-B
7 vs. DEPT. NO. Department 13
8 Peggy Whipple Reggio,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

Service Date: 8/2/2021

15 Cami Perkins cperkins@howardandhoward.com
16 Karson Bright kdb@h2law.com
17 Susan Owens sao@h2law.com
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HOWARD & HOWARD ATTORNEYS PLLC

1 L. Christopher Rose, Esq. Nevada Bar No. 7500
Cami M. Perkins, Esq., Nevada Bar No. 9149
2 Karson D. Bright, Esq., Nevada Bar No. 14837
Howard & Howard Attorneys PLLC
3 3800 Howard Hughes Parkway, Suite 1000
Las Vegas, NV 89169
4 Telephone: (702) 257-1483
Facsimile: (702) 567-1568
5 E-Mail: lcr@h2law.com
cp@h2law.com
6 kdb@h2law.com

7 *Attorneys for Plaintiff, Betsy L. Whipple*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 BETSY L. WHIPPLE, an Individual,

CASE NO.: A-20-827055-B

DEPT NO.: 13

11
12 Plaintiff,

13 vs.

**ORDER GRANTING BETSY L.
WHIPPLE'S EX PARTE MOTION TO
ENLARGE TIME TO SERVE PEGGY
REGGIO AND JOHN REGGIO**

14 PEGGY WHIPPLE REGGIO, an Individual,
JOHN REGGIO, an Individual, DOE
15 INDIVIDUALS I through X, and ROE
CORPORATIONS I through X,

16 Defendants.
17

18 Upon reading the Ex Parte Motion to Enlarge Time to Serve Peggy Reggio and John
19 Reggio ("Defendants") of Plaintiff Betsy L. Whipple ("Plaintiff"), by and through her attorneys,
20 Howard and Howard Attorneys, PLLC, the Court having considered the pleadings, the
21 Affidavits/Declarations and exhibits on file herein, and good cause appearing, it is hereby:

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ORDERED that Plaintiff's Motion be, and hereby is, granted;

IT IS FURTHER ORDERED that the service period in this action in regards to Defendants be enlarged for a period of 60 days effective from the notice of entry of this Order.

IT IS SO ORDERED.

Dated this 2nd day of August, 2021

~~DATED this _____ day of _____, 2021.~~



DISTRICT COURT JUDGE ABC
4E9 651 D233 9767
Mark R. Denton
District Court Judge

Respectfully submitted by:

HOWARD AND HOWARD ATTORNEYS, PLLC

/s/ Cami M. Perkins
L. Christopher Rose, Esq., Nevada Bar No. 7500
Cami M. Perkins, Esq., Nevada Bar No. 9149
Karson D. Bright, Esq., Nevada Bar No. 14837
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, Nevada 89169
Attorneys for Plaintiff

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Betsy Whipple, Plaintiff(s) CASE NO: A-20-827055-B
7 vs. DEPT. NO. Department 13
8 Peggy Whipple Reggio,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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13 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
14 system to all recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 8/2/2021

16 Cami Perkins cperkins@howardandhoward.com
17 Karson Bright kdb@h2law.com
18 Susan Owens sao@h2law.com
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L. Christopher Rose, Esq. Nevada Bar No. 7500
Cami M. Perkins, Esq., Nevada Bar No. 9149
Karson D. Bright, Esq., Nevada Bar No. 14837
Howard & Howard Attorneys PLLC
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, NV 89169
Telephone: (702) 257-1483
Facsimile: (702) 567-1568
E-Mail: lcr@h2law.com
cp@h2law.com
kdb@h2law.com

Attorneys for Plaintiff, Betsy L. Whipple

DISTRICT COURT

CLARK COUNTY, NEVADA

BETSY L. WHIPPLE, an Individual,

CASE NO.: A-20-827055-B

DEPT NO.: 13

Plaintiff,

vs.

**AMENDED ORDER GRANTING
BETSY L. WHIPPLE'S EX PARTE
MOTION TO SERVE PEGGY REGGIO
AND JOHN REGGIO BY
PUBLICATION**

PEGGY WHIPPLE REGGIO, an Individual,
JOHN REGGIO, an Individual, DOE
INDIVIDUALS I through X, and ROE
CORPORATIONS I through X,

Defendants.

Upon reading the Ex Parte Motion to Serve Peggy Reggio and John Reggio ("Defendants") by Publication (the "Motion") of Plaintiff Betsy L. Whipple ("Plaintiff"), by and through her attorneys, Howard and Howard Attorneys, PLLC, the Court having considered the pleadings, the Affidavits/Declarations and exhibits on file herein, and good cause appearing, it is hereby:

ORDERED that Plaintiff's Motion be, and hereby is, granted;

IT IS FURTHER ORDERED that Plaintiff be, and hereby is, allowed and approved to serve Defendants by publication;

IT IS FURTHER ORDERED that such publication shall appear in the Maricopa County Newspaper, a newspaper of general circulation in Maricopa County, Arizona, or another like

newspaper of general circulation in Maricopa County, Arizona such as the Arizona Business Gazette, Arizona Capitol Times, East Valley Tribune, Arizona Daily Star, etc. for a period of four weeks, and at least once a week during said time;

IT IS FURTHER ORDERED that a copy of the Summons and Complaint shall be deposited in the post office directed to Defendants at their last known address, 5551 S. Four Peaks Place, Chandler, Arizona 85249;

IT IS FURTHER ORDERED that service of the Summons and Complaint shall be deemed complete at the expiration of four weeks from the first publication, or the expiration of four weeks after deposit of service by mail, whichever date is later.

IT IS SO ORDERED.

~~DATED this _____ day of _____, 2021.~~ Dated this 3rd day of August, 2021



DISTRICT COURT JUDGE ABC

Respectfully submitted by:

HOWARD AND HOWARD ATTORNEYS, PLLC

**1DA 5AC 304D 709E
Mark R. Denton
District Court Judge**

/s/ Cami M. Perkins
L. Christopher Rose, Esq., Nevada Bar No. 7500
Cami M. Perkins, Esq., Nevada Bar No. 9149
Karson D. Bright, Esq., Nevada Bar No. 14837
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, Nevada 89169

Attorneys for Plaintiff

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Betsy Whipple, Plaintiff(s) CASE NO: A-20-827055-B
7 vs. DEPT. NO. Department 13
8 Peggy Whipple Reggio,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 8/3/2021

16 Cami Perkins cperkins@howardandhoward.com
17 Karson Bright kdb@h2law.com
18 Susan Owens sao@h2law.com
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L. Christopher Rose, Esq. Nevada Bar No. 7500
Cami M. Perkins, Esq., Nevada Bar No. 9149
Karson D. Bright, Esq., Nevada Bar No. 14837
HOWARD & HOWARD ATTORNEYS PLLC
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, Nevada 89169
Telephone: (702) 257-1483
Facsimile: (702) 567-1568
E-Mail: lcr@h2law.com
cp@h2law.com
kdb@h2law.com

Attorneys for Plaintiff, Betsy L. Whipple

DISTRICT COURT
CLARK COUNTY, NEVADA

BETSY L. WHIPPLE, an individual,

Plaintiff,

vs.

PEGGY WHIPPLE REGGIO, an individual;
JOHN REGGIO, an individual; DOE
INDIVIDUAL I through X, and ROE
CORPORATIONS I through X,

Defendants.

CASE NO.: A-20-827055-B

DEPT NO.: 13

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an Amended Order Granting Betsy L. Whipple's Ex Parte Motion to Serve Peggy Reggio and John Reggio by Publication was filed in the above-captioned matter on the 3rd day of August, 2021, a copy of which is attached hereto.

DATED: August 3, 2021.

HOWARD & HOWARD ATTORNEYS PLLC

/s/ Cami M. Perkins

L. Chris Rose, Nevada Bar No. 7500
Cami M. Perkins, Nevada Bar No. 9149
Karson D. Bright, Nevada Bar No. 14837
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, Nevada 89169

Attorneys for Plaintiff, Betsy L. Whipple

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CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **NOTICE OF ENTRY OF ORDER** in this action electronically via the Odyssey E-File and Serve System, which will cause this document to be served upon the following counsel of record:

Bret O. Whipple, Esq.
1100 South Tenth Street
Las Vegas, Nevada 89104

Benjamin C. Scroggins, Esq.
629 S. Casino Center Blvd., Suite 5
Las Vegas, Nevada 89101

*Attorneys for Defendants, Bret O. Whipple,
Cody K. Whipple, Kirt R. Whipple, Jane E.
Whipple, Jane Whipple Family Trust, Kent
Whipple Ranch, LLC, and Kathryn Wetzel*

*Attorney for Defendant, Whipple Cattle
Company Incorporated*

DATED: August 3, 2021.

/s/ Susan A. Owens

An employee of Howard & Howard Attorneys PLLC

HOWARD & HOWARD ATTORNEYS PLLC

1 L. Christopher Rose, Esq. Nevada Bar No. 7500
2 Cami M. Perkins, Esq., Nevada Bar No. 9149
3 Karson D. Bright, Esq., Nevada Bar No. 14837
4 **Howard & Howard Attorneys PLLC**
5 3800 Howard Hughes Parkway, Suite 1000
6 Las Vegas, NV 89169
7 Telephone: (702) 257-1483
8 Facsimile: (702) 567-1568
9 E-Mail: lcr@h2law.com
10 cp@h2law.com
11 kdb@h2law.com

12 *Attorneys for Plaintiff, Betsy L. Whipple*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 BETSY L. WHIPPLE, an Individual,

CASE NO.: A-20-827055-B

DEPT NO.: 13

16 Plaintiff,

17 vs.

18 **AMENDED ORDER GRANTING**
19 **BETSY L. WHIPPLE'S EX PARTE**
20 **MOTION TO SERVE PEGGY REGGIO**
21 **AND JOHN REGGIO BY**
22 **PUBLICATION**

23 PEGGY WHIPPLE REGGIO, an Individual,
24 JOHN REGGIO, an Individual, DOE
25 INDIVIDUALS I through X, and ROE
26 CORPORATIONS I through X,

27 Defendants.

18 Upon reading the Ex Parte Motion to Serve Peggy Reggio and John Reggio
19 ("Defendants") by Publication (the "Motion") of Plaintiff Betsy L. Whipple ("Plaintiff"), by and
20 through her attorneys, Howard and Howard Attorneys, PLLC, the Court having considered the
21 pleadings, the Affidavits/Declarations and exhibits on file herein, and good cause appearing, it is
22 hereby:

23 **ORDERED** that Plaintiff's Motion be, and hereby is, granted;

24 **IT IS FURTHER ORDERED** that Plaintiff be, and hereby is, allowed and approved to
25 serve Defendants by publication;

26 **IT IS FURTHER ORDERED** that such publication shall appear in the Maricopa County
27 Newspaper, a newspaper of general circulation in Maricopa County, Arizona, or another like

newspaper of general circulation in Maricopa County, Arizona such as the Arizona Business Gazette, Arizona Capitol Times, East Valley Tribune, Arizona Daily Star, etc. for a period of four weeks, and at least once a week during said time;

IT IS FURTHER ORDERED that a copy of the Summons and Complaint shall be deposited in the post office directed to Defendants at their last known address, 5551 S. Four Peaks Place, Chandler, Arizona 85249;

IT IS FURTHER ORDERED that service of the Summons and Complaint shall be deemed complete at the expiration of four weeks from the first publication, or the expiration of four weeks after deposit of service by mail, whichever date is later.

IT IS SO ORDERED.

~~DATED this~~ _____ day of _____, 2021. Dated this 3rd day of August, 2021



DISTRICT COURT JUDGE ABC

Respectfully submitted by:

**1DA 5AC 304D 709E
Mark R. Denton
District Court Judge**

HOWARD AND HOWARD ATTORNEYS, PLLC

/s/ Cami M. Perkins
L. Christopher Rose, Esq., Nevada Bar No. 7500
Cami M. Perkins, Esq., Nevada Bar No. 9149
Karson D. Bright, Esq., Nevada Bar No. 14837
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, Nevada 89169

Attorneys for Plaintiff

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

6 Betsy Whipple, Plaintiff(s)	CASE NO: A-20-827055-B
7 vs.	DEPT. NO. Department 13
8 Peggy Whipple Reggio, 9 Defendant(s)	

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 8/3/2021

15 Cami Perkins	cperkins@howardandhoward.com
16 Karson Bright	kdb@h2law.com
17 Susan Owens	sao@h2law.com



L. Christopher Rose, Esq. Nevada Bar No. 7500
Cami M. Perkins, Esq., Nevada Bar No. 9149
Karson D. Bright, Esq., Nevada Bar No. 14837
HOWARD & HOWARD ATTORNEYS PLLC
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, Nevada 89169
Telephone: (702) 257-1483
Facsimile: (702) 567-1568
E-Mail: lcr@h2law.com
cp@h2law.com
kdb@h2law.com

Attorneys for Plaintiff, Betsy L. Whipple

DISTRICT COURT
CLARK COUNTY, NEVADA

BETSY L. WHIPPLE, an individual,

Plaintiff,

vs.

PEGGY WHIPPLE REGGIO, an individual;
JOHN REGGIO, an individual; DOE
INDIVIDUAL I through X, and ROE
CORPORATIONS I through X,

Defendants.

CASE NO.: A-20-827055-B

DEPT NO.: 13

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an Order Granting Betsy L. Whipple's Ex Parte Motion to Enlarge Time Serve Peggy Reggio and John Reggio was filed in the above-captioned matter on the 2nd day of August, 2021, a copy of which is attached hereto.

DATED: August 3, 2021.

HOWARD & HOWARD ATTORNEYS PLLC

/s/ Cami M. Perkins

L. Chris Rose, Nevada Bar No. 7500
Cami M. Perkins, Nevada Bar No. 9149
Karson D. Bright, Nevada Bar No. 14837
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, Nevada 89169

Attorneys for Plaintiff, Betsy L. Whipple

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **NOTICE OF ENTRY OF ORDER** in this action electronically via the Odyssey E-File and Serve System, which will cause this document to be served upon the following counsel of record:

Bret O. Whipple, Esq.
1100 South Tenth Street
Las Vegas, Nevada 89104

Benjamin C. Scroggins, Esq.
629 S. Casino Center Blvd., Suite 5
Las Vegas, Nevada 89101

*Attorneys for Defendants, Bret O. Whipple,
Cody K. Whipple, Kirt R. Whipple, Jane E.
Whipple, Jane Whipple Family Trust, Kent
Whipple Ranch, LLC, and Kathryn Wetzel*

*Attorney for Defendant, Whipple Cattle
Company Incorporated*

DATED: August 3, 2021.

/s/ Susan A. Owens

An employee of Howard & Howard Attorneys PLLC

HOWARD & HOWARD ATTORNEYS PLLC

1 L. Christopher Rose, Esq. Nevada Bar No. 7500
Cami M. Perkins, Esq., Nevada Bar No. 9149
2 Karson D. Bright, Esq., Nevada Bar No. 14837
Howard & Howard Attorneys PLLC
3 3800 Howard Hughes Parkway, Suite 1000
Las Vegas, NV 89169
4 Telephone: (702) 257-1483
Facsimile: (702) 567-1568
5 E-Mail: lcr@h2law.com
cp@h2law.com
6 kdb@h2law.com

7 *Attorneys for Plaintiff, Betsy L. Whipple*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 BETSY L. WHIPPLE, an Individual,

CASE NO.: A-20-827055-B

DEPT NO.: 13

11
12 Plaintiff,

13 vs.

**ORDER GRANTING BETSY L.
WHIPPLE'S EX PARTE MOTION TO
ENLARGE TIME TO SERVE PEGGY
REGGIO AND JOHN REGGIO**

14 PEGGY WHIPPLE REGGIO, an Individual,
JOHN REGGIO, an Individual, DOE
15 INDIVIDUALS I through X, and ROE
CORPORATIONS I through X,

16 Defendants.
17

18 Upon reading the Ex Parte Motion to Enlarge Time to Serve Peggy Reggio and John
19 Reggio ("Defendants") of Plaintiff Betsy L. Whipple ("Plaintiff"), by and through her attorneys,
20 Howard and Howard Attorneys, PLLC, the Court having considered the pleadings, the
21 Affidavits/Declarations and exhibits on file herein, and good cause appearing, it is hereby:

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ORDERED that Plaintiff's Motion be, and hereby is, granted;

IT IS FURTHER ORDERED that the service period in this action in regards to Defendants be enlarged for a period of 60 days effective from the notice of entry of this Order.

IT IS SO ORDERED.

Dated this 2nd day of August, 2021

~~DATED this _____ day of _____, 2021.~~



DISTRICT COURT JUDGE ABC
4E9 651 D233 9767
Mark R. Denton
District Court Judge

Respectfully submitted by:

HOWARD AND HOWARD ATTORNEYS, PLLC

/s/ Cami M. Perkins
L. Christopher Rose, Esq., Nevada Bar No. 7500
Cami M. Perkins, Esq., Nevada Bar No. 9149
Karson D. Bright, Esq., Nevada Bar No. 14837
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, Nevada 89169
Attorneys for Plaintiff

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

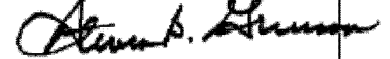
4
5
6 Betsy Whipple, Plaintiff(s) CASE NO: A-20-827055-B
7 vs. DEPT. NO. Department 13
8 Peggy Whipple Reggio,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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13 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:

14 Service Date: 8/2/2021

15 Cami Perkins cperkins@howardandhoward.com
16 Karson Bright kdb@h2law.com
17 Susan Owens sao@h2law.com
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1 L. Christopher Rose, Esq. Nevada Bar No. 7500
2 Cami M. Perkins, Esq., Nevada Bar No. 9149
3 Karson D. Bright, Esq., Nevada Bar No. 14837
4 **HOWARD & HOWARD ATTORNEYS PLLC**
5 3800 Howard Hughes Parkway, Suite 1000
6 Las Vegas, Nevada 89169
7 Telephone: (702) 257-1483
8 Facsimile: (702) 567-1568
9 E-Mail: lcr@h2law.com
10 cp@h2law.com
11 kdb@h2law.com
12 Attorneys for Plaintiff, Betsy L. Whipple

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

10 BETSY L. WHIPPLE, an individual,
11 Plaintiff,

CASE NO.: A-20-827055-B

DEPT NO.: 13

12 vs.

**PROOF OF SERVICE BY
PUBLICATION OF DEFENDANTS
PEGGY WHIPPLE REGGIO AND JOHN
REGGIO**

13 PEGGY WHIPPLE REGGIO, an individual;
14 JOHN REGGIO, an individual; DOE
15 INDIVIDUAL I through X, and ROE
16 CORPORATIONS I through X,
17 Defendants.

17 On August 3, 2021, this Court granted Plaintiff's Ex-Parte Motion to Serve Peggy
18 Reggio and John Reggio by Publication. Attached hereto as Exhibit 1 is Plaintiff's Affidavit of
19 Proof of Service by Publication of Defendants Peggy Whipple Reggio and John Reggio (the
20 "Defendants") authored by the Arizona Capitol Times – a newspaper of general circulation in
21 Defendants' county of residence, Maricopa County, Arizona. As noted in Exhibit 1, the
22 Summons for this matter was published in the Arizona Capitol Times on August 13, 2021,
23 August 20, 2021, August 27, 2021, and September 3, 2021. Exhibit 1; *see also*, Exhibit 2-5,
24 Publications for Each of the Respective Dates.

25 ...

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27 ...

1 Further, Plaintiff also mailed a copy of the Summons, Complaint, and Notice of Entry
2 of Order Granting Service by Publication to Plaintiff's last known address on September 13,
3 2021. See Certificate of Mailing, attached hereto as Exhibit 6.

4 DATED: September 20, 2021.

5 **HOWARD & HOWARD ATTORNEYS PLLC**

6
7 /s/ Karson D. Bright
8 L. Chris Rose, Nevada Bar No. 7500
9 Cami M. Perkins, Nevada Bar No. 9149
10 Karson D. Bright, Nevada Bar No. 14837
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, Nevada 89169

11 *Attorneys for Plaintiff Betsy L. Whipple*
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CERTIFICATE OF SERVICE

I hereby certify that on September 20th, 2021, I caused a true and accurate copy of the foregoing document entitled, **PROOF OF SERVICE BY PUBLICATION OF DEFENDANTS PEGGY WHIPPLE REGGIO AND JOHN REGGIO**, to be served electronically via the Court's filing system and by regular mail to the last known address of the below parties:

John and Peggy Reggio
5551 S. Four peaks Pl.
Chandler, AZ 85249

I declare under penalty of perjury under the laws of the State of Nevada that the above is true and correct.

By: /s/ Joshua WS Daor

An employee of Howard & Howard Attorneys PLLC

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EXHIBIT PAGE ONLY

EXHIBIT 1

Howard & Howard
law for business®

AFFIDAVIT OF PUBLICATION

ARIZONA CAPITOL TIMES

P.O. Box 2260

Phoenix, AZ 85002

Phone: (602) 258-7026

Fax: (602) 258-2504

STATE OF ARIZONA)
County of Maricopa) ss

I, **Gary Grado** as **Managing Editor** of the **Arizona Capitol Times (AZ)**, am authorized by the publisher as agent to make this affidavit of publication. Under oath, I state that the following is true and correct.

The **Arizona Capitol Times (AZ)** which is published weekly, is of general circulation. The notice will be/has been published **4** consecutive times in the newspaper listed above.

DATES OF PUBLICATION:

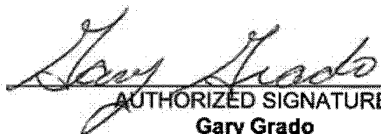
8/13/2021
9/3/2021

8/20/2021

8/27/2021


DESCRIPTION:

WHIPPLE, BETSY VS PEGGY WHIPPLE REGGIO, ET AL.


AUTHORIZED SIGNATURE
Gary Grado

SUBSCRIBED AND SWORN TO BEFORE ME
ON THE 3rd DAY OF September 2021




NOTARY SIGNATURE
Maria Engelmann

District Court, Clark County Nevada,
Case No. A-20-827055-B, Dept. No. 13
SUMMONS

Betsy Whipple v. Peggy Whipple Reggio, John Reggio, et al.
NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ THE INFORMATION BELOW. TO DEFENDANT(S): PEGGY WHIPPLE REGGIO AND JOHN REGGIO. A civil Complaint has been filed by Plaintiff BETSY WHIPPLE for the relief set forth in the Complaint. Object of Action: This is a Complaint for, among other things, declaratory relief, breach of contract, contractual/ tortious breach of implied covenant of good faith and fair dealing, unjust enrichment, equitable estoppel, conversion, and injunctive relief.

If you intend to defend this lawsuit, within 21 days after this Summons is served on you exclusive of the day of service, you must do the following: a. File with the Clerk of the above-referenced Court, whose address is shown below, a formal written response to the Counterclaim in accordance with the rules of the Court, b. Serve a copy of your response upon the attorney whose name and address is shown below. 2. Unless you respond, your default will be entered upon application of the Plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint. 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time. 4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this summons within which to file an answer or other responsive pleading to the Counterclaim. CLERK OF COURT, STEVEN D. GRIERSON, Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155, issued at the direction of HOWARD AND HOWARD ATTORNEYS, PLLC, /s/ L. Cami M. Perkins, Esq., Nevada Bar No. 9149, email cp@h2law.com, 3800 Howard Hughes Blvd, Suite 1000, Las Vegas Nevada 89169. Telephone (702) 257-1483, Facsimile (702) 567-1568, Attorneys for Plaintiff. The foregoing satisfies NRCP 4.4(c)(2)(C) and (D). 8/13, 8/20, 8/27, 9/3, 2021 EDITIONS ARIZONA CAPITOL TIMES

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EXHIBIT 2

Howard & Howard
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Summons

Published in Arizona Capitol Times on August 27, 2021

Location

Maricopa County, Arizona

Notice Text

District Court, Clark County Nevada, Case No. A-20-827055-B, Dept. No. 13 SUMMONS Betsy Whipple v. Peggy Whipple Reggio, John Reggio, et al. NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ THE INFORMATION BELOW. TO DEFENDANT(S): PEGGY WHIPPLE REGGIO AND JOHN REGGIO. A civil Complaint has been filed by Plaintiff BETSY WHIPPLE for the relief set forth in the Complaint. Object of Action: This is a Complaint for, among other things, declaratory relief, breach of contract, contractual/tortious breach of implied covenant of good faith and fair dealing, unjust enrichment, equitable estoppel, conversion, and injunctive relief. If you intend to defend this lawsuit, within 21 days after this Summons is served on you exclusive of the day of service, you must do the following: a. File with the Clerk of the above-referenced Court, whose address is shown below, a formal written response to the Counterclaim in accordance with the rules of the Court, b. Serve a copy of your response upon the attorney whose name and address is shown below. 2. Unless you respond, your default will be entered upon application of the Plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint. 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time. 4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this summons within which to file an answer or other responsive pleading to the Counterclaim. CLERK OF COURT, STEVEN D. GRIERSON, Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 98155, Issued at the direction of HOWARD AND HOWARD ATTORNEYS, PLLC, /s/ L. Cami M. Perkins, Esq., Nevada Bar No. 9149, email cp@h2law.com, 3800 Howard Hughes Blvd., Suite 1000, Las Vegas Nevada 89169. Telephone (702) 257-1483, Facsimile (702) 567-1568, Attorneys for Plaintiff. The foregoing satisfies NRCP 4.4(c)(2)(C) and (D). 8/13, 8/20, 8/27, 9/3, 2021 EDITIONS ARIZONA CAPITOL TIMES

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EXHIBIT 3

Summons

Published in Record Reporter (Phoenix) on September 1, 2021

Location

Phoenix County, Arizona

Notice Text

CIVIL ALIAS SUMMONS CASE NO. CV2021-093176 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF MARICOPA Banner Federal Credit Union, Plaintiff, v. Ragib Muslim and Jane Doe t/n Edisa Muslim, a married couple, Defendant(s). THE STATE OF ARIZONA TO: Ragib Muslim and Jane Doe t/n Edisa Muslim, a married couple Last known address: Ragib Muslim 17 E Ruth Ave Unit 101 Phoenix AZ 85020 Edisa Muslim 17 E Ruth Ave Unit 101 Phoenix, AZ 85020 YOU ARE HEREBY SUMMONED and required to appear and defend, within the time applicable, in this action in this Court, if served within Arizona, you shall appear and defend within 20 days after the service of the Summons and Complaint upon you, exclusive of the day of service. If served out of the State of Arizona - whether by direct service, by registered or certified mail, or by publication - you shall appear and defend within 30 days after the service of the Summons and Complaint upon you is complete, exclusive of the day of service. Where process is served upon the Arizona Director of Insurance as an insurer's attorney to receive service of legal process against it in this state, the insurer shall not be required to appear, answer or plead until expiration of 40 days after the date of such service upon the Director. Service by registered or certified mail without the State of Arizona is complete 30 days after the date of filing the receipt and affidavit of service with the Court. Service by publication is complete 30 days after the date of first publication. Direct service is complete when made. Service upon the Arizona Motor Vehicle Superintendent is complete 30 days after filing the Affidavit of Compliance and return receipt or Officer's Return. RCP 4, A.R.S. Sections 20-222, 28-502, 28-503. YOU ARE HEREBY NOTIFIED that in case of your failure to appear and defend within the time applicable, judgment by default may be rendered against you for the relief demanded in the Complaint. YOU ARE CAUTIONED that in order to appear and defend, you must file a proper response in writing with the Clerk of this court, accompanied by the necessary filing fee, within the time required. You are required to serve a copy of any Answer or response upon the petitioner. RCP 10(d); A.R.S. Section 12-311. RCP 5. The name and address of the Plaintiff's attorney is: Mark A. Kirkorsky Joseph L. Whipple MARK A. KIRKORSKY, P.C. P.O. Box 25287 Tempe, Arizona 85285 ADA NOTIFICATION (Notificacion de la Ley sobre Estadounidenses con Discapacidades) Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three (3) working days in advance of a scheduled court proceeding. (Las partes deberan presentar a la corte las solicitudes para acomodar de manera razonable a personas con discapacidades por lo menos tres (3) dias habiles antes de un procedimiento judicial regular.) INTERPRETER NOTIFICATION (Notificacion de Interprete) Requests for an interpreter for persons with limited English proficiency must be made to the office of the Judge or Commissioner assigned to the case by parties at least ten (10) judicial days in advance of a scheduled court proceeding. (Las solicitudes de interprete para personas con dominio limitado del idioma ingles deben hacerse a la oficina del juez o comisionado asignado al caso por las partes por lo menos diez (10) dias judiciales antes de un procedimiento judicial regular) SIGNED AND SEALED this date: JUL 20 2021 JEFF FINE, CLERK Clerk By /s/R. Merino Deputy Clerk A copy of the Summons and Complaint can be obtained by contacting Plaintiff's attorney specified above. 9/1, 9/8, 9/15, 9/22/21 RR-3506828

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EXHIBIT 4

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Summons

Published in Record Reporter (Phoenix) on September 8, 2021

Location

Phoenix County, Arizona

Notice Text

ALIAS SUMMONS CASE NO. CV2021-093176 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF MARICOPA Banner Federal Credit Union, Plaintiff, v. Ragib Muslim and Jane Doe t/n Edisa Muslim, a married couple, Defendant(s). THE STATE OF ARIZONA TO: Ragib Muslim and Jane Doe t/n Edisa Muslim, a married couple Last known address: Ragib Muslim 17 E Ruth Ave Unit 101 Phoenix AZ 85020 Edisa Muslim 17 E Ruth Ave Unit 101 Phoenix, AZ 85020 YOU ARE HEREBY SUMMONED and required to appear and defend, within the time applicable, in this action in this Court, if served within Arizona, you shall appear and defend within 20 days after the service of the Summons and Complaint upon you, exclusive of the day of service. If served out of the State of Arizona - whether by direct service, by registered or certified mail, or by publication - you shall appear and defend within 30 days after the service of the Summons and Complaint upon you is complete, exclusive of the day of service. Where process is served upon the Arizona Director of Insurance as an insurer's attorney to receive service of legal process against it in this state, the insurer shall not be required to appear, answer or plead until expiration of 40 days after the date of such service upon the Director. Service by registered or certified mail without the State of Arizona is complete 30 days after the date of filing the receipt and affidavit of service with the Court. Service by publication is complete 30 days after the date of first publication. Direct service is complete when made. Service upon the Arizona Motor Vehicle Superintendent is complete 30 days after filing the Affidavit of Compliance and return receipt or Officer's Return. RCP 4, A.R.S. Sections 20-222, 28-502, 28-503. YOU ARE HEREBY NOTIFIED that in case of your failure to appear and defend within the time applicable, judgment by default may be rendered against you for the relief demanded in the Complaint. YOU ARE CAUTIONED that in order to appear and defend, you must file a proper response in writing with the Clerk of this court, accompanied by the necessary filing fee, within the time required. You are required to serve a copy of any Answer or response upon the petitioner. RCP 10(d); A.R.S. Section 12-311. RCP 5. The name and address of the Plaintiff's attorney is: Mark A. Kirkorsky Joseph L. Whipple MARK A. KIRKORSKY, P.C. P.O. Box 25287 Tempe, Arizona 85285 ADA NOTIFICATION (Notificacion de la Ley sobre Estadounidenses con Discapacidades) Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three (3) working days in advance of a scheduled court proceeding. (Las partes deberan presentar a la corte las solicitudes para acomodar de manera razonable a personas con discapacidades por lo menos tres (3) dias habiles antes de un procedimiento judicial regular.) INTERPRETER NOTIFICATION (Notificacion de Interprete) Requests for an interpreter for persons with limited English proficiency must be made to the office of the Judge or Commissioner assigned to the case by parties at least ten (10) judicial days in advance of a scheduled court proceeding. (Las solicitudes de interprete para personas con dominio limitado del idioma ingles deben hacerse a la oficina del juez o comisionado asignado al caso por las partes por lo menos diez (10) dias judiciales antes de un procedimiento judicial regular) SIGNED AND SEALED this date: JUL 20 2021 JEFF FINE, CLERK Clerk By /s/R. Merino Deputy Clerk A copy of the Summons and Complaint can be obtained by contacting Plaintiff's attorney specified above. 9/1, 9/8, 9/15, 9/22/21 RR-3506828

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EXHIBIT 5

Howard & Howard
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Summons

Published in Record Reporter (Phoenix) on September 15, 2021

Location

Phoenix County, Arizona

Notice Text

ALIAS SUMMONS CASE NO. CV2021-093176 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF MARICOPA Banner Federal Credit Union, Plaintiff, v. Ragib Muslim and Jane Doe t/n Edisa Muslim, a married couple, Defendant(s). THE STATE OF ARIZONA TO: Ragib Muslim and Jane Doe t/n Edisa Muslim, a married couple Last known address: Ragib Muslim 17 E Ruth Ave Unit 101 Phoenix AZ 85020 Edisa Muslim 17 E Ruth Ave Unit 101 Phoenix, AZ 85020 YOU ARE HEREBY SUMMONED and required to appear and defend, within the time applicable, in this action in this Court, if served within Arizona, you shall appear and defend within 20 days after the service of the Summons and Complaint upon you, exclusive of the day of service. If served out of the State of Arizona - whether by direct service, by registered or certified mail, or by publication - you shall appear and defend within 30 days after the service of the Summons and Complaint upon you is complete, exclusive of the day of service. Where process is served upon the Arizona Director of Insurance as an insurer's attorney to receive service of legal process against it in this state, the insurer shall not be required to appear, answer or plead until expiration of 40 days after the date of such service upon the Director. Service by registered or certified mail without the State of Arizona is complete 30 days after the date of filing the receipt and affidavit of service with the Court. Service by publication is complete 30 days after the date of first publication. Direct service is complete when made. Service upon the Arizona Motor Vehicle Superintendent is complete 30 days after filing the Affidavit of Compliance and return receipt or Officer's Return. RCP 4, A.R.S. Sections 20-222, 28-502, 28-503. YOU ARE HEREBY NOTIFIED that in case of your failure to appear and defend within the time applicable, judgment by default may be rendered against you for the relief demanded in the Complaint. YOU ARE CAUTIONED that in order to appear and defend, you must file a proper response in writing with the Clerk of this court, accompanied by the necessary filing fee, within the time required. You are required to serve a copy of any Answer or response upon the petitioner. RCP 10(d); A.R.S. Section 12-311. RCP 5. The name and address of the Plaintiff's attorney is: Mark A. Kirkorsky Joseph L. Whipple MARK A. KIRKORSKY, P.C. P.O. Box 25287 Tempe, Arizona 85285 ADA NOTIFICATION (Notificacion de la Ley sobre Estadounidenses con Discapacidades) Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three (3) working days in advance of a scheduled court proceeding. (Las partes deberan presentar a la corte las solicitudes para acomodar de manera razonable a personas con discapacidades por lo menos tres (3) dias habiles antes de un procedimiento judicial regular.) INTERPRETER NOTIFICATION (Notificacion de Interprete) Requests for an interpreter for persons with limited English proficiency must be made to the office of the Judge or Commissioner assigned to the case by parties at least ten (10) judicial days in advance of a scheduled court proceeding. (Las solicitudes de interprete para personas con dominio limitado del idioma ingles deben hacerse a la oficina del juez o comisionado asignado al caso por las partes por lo menos diez (10) dias judiciales antes de un procedimiento judicial regular) SIGNED AND SEALED this date: JUL 20 2021 JEFF FINE, CLERK Clerk By /s/R. Merino Deputy Clerk A copy of the Summons and Complaint can be obtained by contacting Plaintiff's attorney specified above. 9/1, 9/8, 9/15, 9/22/21 RR-3506828

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EXHIBIT 6

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CERTIFICATE OF SERVICE

I hereby certify that on September 13th, 2021, I caused a true and accurate copy of the foregoing documents entitled, **SUMMONS** and **COMPLAINT**, to be served via regular mail to the below parties:

John and Peggy Reggio
5551 S. Four peaks Pl.
Chandler, AZ 85249

I declare under penalty of perjury under the laws of the State of Nevada that the above is true and correct.

By: /s/ Joshua WS Daor
HOWARD & HOWARD ATTORNEYS PLLC



1 T. AUGUSTUS CLAUS, ESQ.
2 LEGAL RESOURCE GROUP, LLC
3 Nevada Bar No. 10004
4 205 North Stephanie Street, Suite D221
5 Henderson, Nevada 89074
6 702-463-4900
7 F-702-463-4800
8 Attorney for Defendants/Counterclaimants

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

8 BETSY L. WHIPPLE, an individual,
9
10 Plaintiff,

CASE NO. A-20-827055-B
DEPT. 13

11 vs.

HEARING DATE:
HEARING TIME:

12 PEGGY WHIPPLE REGGIO, an individual,
13 JOHN REGGIO, an individual, DOE
14 INDIVIDUALS I through X; and ROE
15 CORPORATIONS I through X,

16 Defendants.

17 **ANSWER AND COUNTERCLAIM**

18 COME NOW, Defendants/Counterclaimants, Peggy Whipple Reggio ("Peggy") and John
19 Reggio ("John"), by and through their attorney of record, T. Augustus Claus, Esq., Legal
20 Resource Group, LLC, and hereby submit their Answer and Counterclaim.

21 **ANSWER**

22 **PARTIES, JURISDICTION AND VENUE**

23 1. Peggy/John are without sufficient knowledge or information to form a belief as to the
24 truth or falsity of the allegations contained in this Paragraph.

25 2. Peggy/John admit the allegations contained in this Paragraph.

26 3. Peggy/John admit the allegations contained in this Paragraph.

27 4. Peggy/John are without sufficient knowledge or information to form a belief as to the
truth or falsity of the allegations contained in this Paragraph.

5. Peggy/John are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in this Paragraph.

6. The allegations in this Paragraph state a legal conclusion and as such do not require a response. Otherwise, Peggy/John are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in this Paragraph.

7. The allegations in this Paragraph state a legal conclusion and as such do not require a response. Otherwise, Peggy/John deny that they have had continuous and systematic contacts with the State of Nevada sufficient to render them at home in Nevada.

8. The allegations in this Paragraph state a legal conclusion and as such do not require a response. Otherwise, Peggy/John are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in this Paragraph.

9. Peggy/John deny the allegations contained in this Paragraph.

10. The allegations in this Paragraph state a legal conclusion and as such do not require a response. Otherwise, Peggy/John are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in this Paragraph.

11. The allegations in this Paragraph state a legal conclusion and as such do not require a response. Otherwise, Peggy/John are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in this Paragraph.

GENERAL ALLEGATIONS

12. Peggy/John deny the allegations contained in this Paragraph.

13. Peggy/John admit the allegations contained in this Paragraph.

14. Peggy/John are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in this Paragraph.

15. Peggy/John are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in this Paragraph.

16. Peggy/John admit the allegations contained in this Paragraph.

17. Peggy/John deny the allegations contained in this Paragraph.

1 18. Peggy/John are without sufficient knowledge or information to form a belief as to the
2 truth or falsity of the allegations contained in this Paragraph.

3 19. Peggy/John admit the allegations contained in this Paragraph.

4 20. Peggy/John admit the allegations contained in this Paragraph.

5 21. Peggy/John admit the allegations contained in this Paragraph.

6 22. Peggy/John admit the allegations contained in this Paragraph.

7 23. Peggy/John are without sufficient knowledge or information to form a belief as to the
8 truth or falsity of the allegations contained in this Paragraph.

9 24. Peggy/John are without sufficient knowledge or information to form a belief as to the
10 truth or falsity of the allegations contained in this Paragraph.

11 25. Peggy/John are without sufficient knowledge or information to form a belief as to the
12 truth or falsity of the allegations contained in this Paragraph.

13 26. Peggy/John admit the allegations contained in this Paragraph.

14 27. Peggy/John admit the allegations contained in this Paragraph.

15 28. Peggy/John admit the allegations contained in this Paragraph.

16 29. Peggy/John deny the allegations contained in this Paragraph.

17 30. Peggy/John admit the allegations contained in this Paragraph.

18 31. Peggy/John admit that Betsy offered to purchase 200 shares and Peggy/John agreed.
19 Peggy/John do not recall demanding that Betsy purchase all 200 shares because of family drama.

20 32. Peggy/John admit the allegations contained in this Paragraph.

21 33. Peggy/John admit the allegations contained in this Paragraph.

22 34. Peggy/John admit the allegations contained in this Paragraph.

23 35. The Stock Purchase Agreement speaks for itself.

24 36. Peggy/John admit the allegations contained in this Paragraph.

25 37. The Stock Purchase Agreement speaks for itself.

26 38. The Stock Purchase Agreement speaks for itself. Otherwise, Stock Certificate #5 (the
27 Peggy/John shares) was delivered to Betsy in February 2012. Betsy knew that Peggy was not in

1 possession of Stock Certificate #10 (the Peggy shares). Peggy informed WCC of the Stock
2 Purchase Agreement and requested that WCC send Stock Certificate #10 to either she or Betsy.
3 Regardless, Betsy maintained all rights and powers associated with the 100 shares represented by
4 Stock Certificate #10.

5 39. Stock Certificate #5 (the Peggy/John shares) was delivered to Betsy in February
6 2012. Betsy knew that Peggy was not in possession of Stock Certificate #10 (the Peggy shares).
7 Peggy informed WCC of the Stock Purchase Agreement and requested that WCC send Stock
8 Certificate #10 to either she or Betsy. Regardless, Betsy maintained all rights and powers
9 associated with the 100 shares represented by Stock Certificate #10.

10 40. Peggy/John deny the allegations contained in this Paragraph.

11 41. Peggy/John deny the allegations contained in this Paragraph.

12 42. Other than the allegation that Bret required the \$35,618.00, Peggy/John admit the
13 allegations contained in this Paragraph.

14 43. Peggy/John are without sufficient knowledge or information to form a belief as to the
15 truth or falsity of the allegations contained in this Paragraph.

16 44. Stock Certificate #5 (the Peggy/John shares) was delivered to Betsy in February
17 2012. Betsy knew that Peggy was not in possession of Stock Certificate #10 (the Peggy shares).
18 Peggy informed WCC of the Stock Purchase Agreement and requested that WCC send Stock
19 Certificate #10 to either she or Betsy. Regardless, Betsy maintained all rights and powers
20 associated with the 100 shares represented by Stock Certificate #10.

21 45. Peggy/John are without sufficient knowledge or information to form a belief as to the
22 truth or falsity of the allegations contained in this Paragraph.

23 46. Peggy/John deny the allegations contained in this Paragraph.

24 47. Stock Certificate #5 (the Peggy/John shares) was delivered to Betsy in February
25 2012. Betsy knew that Peggy was not in possession of Stock Certificate #10 (the Peggy shares).
26 Peggy informed WCC of the Stock Purchase Agreement and requested that WCC send Stock
27

1 Certificate #10 to either she or Betsy. Regardless, Betsy maintained all rights and powers
2 associated with the 100 shares represented by Stock Certificate #10.

3 48. Stock Certificate #5 (the Peggy/John shares) was delivered to Betsy in February
4 2012. Betsy knew that Peggy was not in possession of Stock Certificate #10 (the Peggy shares).
5 Peggy informed WCC of the Stock Purchase Agreement and requested that WCC send Stock
6 Certificate #10 to either she or Betsy. Regardless, Betsy maintained all rights and powers
7 associated with the 100 shares represented by Stock Certificate #10.

8 49. Peggy/John admit the allegations contained in this Paragraph.

9 50. Peggy/John admit the allegations contained in this Paragraph.

10 51. Peggy/John are without sufficient knowledge or information to form a belief as to the
11 truth or falsity of the allegations contained in this Paragraph.

12 52. Stock Certificate #5 (the Peggy/John shares) was delivered to Betsy in February
13 2012. Betsy knew that Peggy was not in possession of Stock Certificate #10 (the Peggy shares).
14 Peggy informed WCC of the Stock Purchase Agreement and requested that WCC send Stock
15 Certificate #10 to either she or Betsy. Regardless, Betsy maintained all rights and powers
16 associated with the 100 shares represented by Stock Certificate #10.

17 53. Stock Certificate #5 (the Peggy/John shares) was delivered to Betsy in February
18 2012. Betsy knew that Peggy was not in possession of Stock Certificate #10 (the Peggy shares).
19 Peggy informed WCC of the Stock Purchase Agreement and requested that WCC send Stock
20 Certificate #10 to either she or Betsy. Regardless, Betsy maintained all rights and powers
21 associated with the 100 shares represented by Stock Certificate #10. Betsy did send two checks
22 in the amounts stated.

23 54. Peggy/John are without sufficient knowledge or information to form a belief as to the
24 truth or falsity of the allegations contained in this Paragraph.

25 55. Peggy/John admit cashing the cashier's checks but deny sending a breakdown of an
26 incorrectly calculated and inflated balance.

27 56. Peggy/John deny the allegations contained in this Paragraph.

57. Peggy/John deny the allegations contained in this Paragraph.

58. Peggy/John deny the allegations contained in this Paragraph.

FIRST CLAIM FOR RELIEF

59. Peggy/John repeat and reallege each and every previous allegation as though fully set forth herein.

60. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John admit the allegations contained in this Paragraph.

61. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John deny the allegations contained in this Paragraph.

SECOND CLAIM FOR RELIEF

62. Peggy/John repeat and reallege each and every previous allegation as though fully set forth herein.

63. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John admit the allegations contained in this Paragraph.

64. Peggy/John deny the allegations contained in this Paragraph.

65. Peggy/John deny the allegations contained in this Paragraph.

66. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John deny the allegations contained in this Paragraph.

67. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John deny the allegations contained in this Paragraph.

68. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John deny the allegations contained in this Paragraph.

69. Peggy/John deny the allegations contained in this Paragraph.

70. Peggy/John deny the allegations contained in this Paragraph.

THIRD CLAIM FOR RELIEF

71. Peggy/John repeat and reallege each and every previous allegation as though fully set forth herein.

72. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John admit the allegations contained in this Paragraph.

73. Peggy/John admit the allegations contained in this Paragraph.

74. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John admit the allegations contained in this Paragraph.

75. The allegations in this Paragraph state a legal conclusion and as such do not require a response. Otherwise, Peggy/John are without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in this Paragraph.

76. Peggy/John deny the allegations contained in this Paragraph.

77. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John deny the allegations contained in this Paragraph.

78. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John deny the allegations contained in this Paragraph.

79. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John deny the allegations contained in this Paragraph.

80. Peggy/John deny the allegations contained in this Paragraph.

81. Peggy/John deny the allegations contained in this Paragraph.

FOURTH CLAIM FOR RELIEF

82. Peggy/John repeat and reallege each and every previous allegation as though fully set forth herein.

83. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John admit the allegations contained in this Paragraph.

84. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John admit the allegations contained in this Paragraph.

85. Peggy/John deny the allegations contained in this Paragraph.

86. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John deny the allegations contained in this Paragraph.

87. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John deny the allegations contained in this Paragraph.

88. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John deny the allegations contained in this Paragraph.

89. The allegations in this Paragraph state a legal conclusion and as such do not require a response. To the extent that any of the allegations require a response, Peggy/John deny the allegations contained in this Paragraph.

1 90. The allegations in this Paragraph state a legal conclusion and as such do not require a
2 response. To the extent that any of the allegations require a response, Peggy/John deny the
3 allegations contained in this Paragraph.

4 91. Peggy/John deny the allegations contained in this Paragraph.

5 92. Peggy/John deny the allegations contained in this Paragraph.

6 **FIFTH CLAIM FOR RELIEF**

7 93. Peggy/John repeat and reallege each and every previous allegation as though fully set
8 forth herein.

9 94. Peggy/John deny the allegations contained in this Paragraph.

10 95. Peggy/John deny the allegations contained in this Paragraph.

11 96. Peggy/John deny the allegations contained in this Paragraph.

12 97. Peggy/John deny the allegations contained in this Paragraph.

13 98. Peggy/John deny the allegations contained in this Paragraph.

14 99. Peggy/John deny the allegations contained in this Paragraph.

15 100. Peggy/John deny the allegations contained in this Paragraph.

16 101. Peggy/John deny the allegations contained in this Paragraph.

17 **SIXTH CLAIM FOR RELIEF**

18 102. Peggy/John repeat and reallege each and every previous allegation as though fully
19 set forth herein.

20 103. The allegations in this Paragraph state a legal conclusion and as such do not require
21 a response. To the extent that any of the allegations require a response, Peggy/John deny the
22 allegations contained in this Paragraph.

23 104. The allegations in this Paragraph state a legal conclusion and as such do not require
24 a response. To the extent that any of the allegations require a response, Peggy/John deny the
25 allegations contained in this Paragraph.

1 105. The allegations in this Paragraph state a legal conclusion and as such do not require
2 a response. To the extent that any of the allegations require a response, Peggy/John deny the
3 allegations contained in this Paragraph.

4 106. The allegations in this Paragraph state a legal conclusion and as such do not require
5 a response. To the extent that any of the allegations require a response, Peggy/John deny the
6 allegations contained in this Paragraph.

7 107. The allegations in this Paragraph state a legal conclusion and as such do not require
8 a response. To the extent that any of the allegations require a response, Peggy/John deny the
9 allegations contained in this Paragraph.

10 108. The allegations in this Paragraph state a legal conclusion and as such do not require
11 a response. To the extent that any of the allegations require a response, Peggy/John deny the
12 allegations contained in this Paragraph.

13 109. Peggy/John deny the allegations contained in this Paragraph.

14 110. Peggy/John deny the allegations contained in this Paragraph.

15 **SEVENTH CLAIM FOR RELIEF**

16 111. Peggy/John repeat and reallege each and every previous allegation as though fully
17 set forth herein.

18 112. Peggy/John deny the allegations contained in this Paragraph.

19 113. Peggy/John deny the allegations contained in this Paragraph.

20 114. Peggy/John deny the allegations contained in this Paragraph.

21 115. The allegations in this Paragraph state a legal conclusion and as such do not require
22 a response. To the extent that any of the allegations require a response, Peggy/John deny the
23 allegations contained in this Paragraph.

24 116. Peggy/John deny the allegations contained in this Paragraph.

25 117. Peggy/John deny the allegations contained in this Paragraph.

26 118. Peggy/John deny the allegations contained in this Paragraph.

1 **EIGHTH CLAIM FOR RELIEF**

2 119. Peggy/John repeat and reallege each and every previous allegation as though fully
3 set forth herein.

4 120. The allegations in this Paragraph state a legal conclusion and as such do not require
5 a response. To the extent that any of the allegations require a response, Peggy/John deny the
6 allegations contained in this Paragraph.

7 121. The allegations in this Paragraph state a legal conclusion and as such do not require
8 a response. To the extent that any of the allegations require a response, Peggy/John deny the
9 allegations contained in this Paragraph.

10 122. The allegations in this Paragraph state a legal conclusion and as such do not require
11 a response. To the extent that any of the allegations require a response, Peggy/John deny the
12 allegations contained in this Paragraph.

13 123. The allegations in this Paragraph state a legal conclusion and as such do not require
14 a response. To the extent that any of the allegations require a response, Peggy/John deny the
15 allegations contained in this Paragraph.

16 124. Peggy/John deny the allegations contained in this Paragraph.

17 **AFFIRMATIVE DEFENSES**

18 1. As a first and separate affirmative defense to each cause of action asserted against
19 them, these answering Defendants allege that Plaintiff's Complaint fails to state a claim against
20 these answering Defendants upon which relief can be granted.

21 2. Plaintiff did not incur damages as a result of the matters alleged in the Complaint.

22 3. Each and every cause of action contained in the Complaint fails to state facts sufficient
23 to raise a cause of action.

24 4. Plaintiff could have, by the exercise of reasonable diligence, limited or prevented her
25 damages, if any, as a result of the transactions alleged in the Plaintiff's Complaint and Plaintiff
26 has failed or refused to do so. Such failure or refusal on the part of Plaintiff constitutes a failure
27 to mitigate her damages, if any.

1 5. The rights of action set forth in the Complaint do not accrue within the time frame
2 allowed by the applicable statutes of limitations.

3 6. These answering Defendants' conduct was at all times justified and privileged.

4 7. Plaintiff was, at all times, fully apprised of all material facts regarding each and every
5 act alleged in her Complaint and Plaintiff acted or refrained from acting with the full knowledge
6 of all circumstances.

7 8. These answering Defendants allege that the Plaintiff failed to name each party
8 necessary for full and adequate relief essential in this action.

9 9. Plaintiff's claims have been waived as a result of Plaintiff's acts and conduct and,
10 therefore, Plaintiff is estopped from asserting her claims for damages against these answering
11 Defendants.

12 10. The Defendants allege that the Plaintiff failed to follow or violated the statutory
13 provisions referenced in her Complaint.

14 11. These answering Defendants allege that all contract-related claims are barred by
15 virtue of these answering Defendants' full performance of their contractual obligations and
16 duties.

17 12. The Defendants hereby incorporate by reference those affirmative defenses
18 enumerated in Rule 8 of the Nevada Rules of Civil Procedure and Federal Rules of Civil
19 Procedure as if fully set forth herein.

20 13. The Defendants reserve the right to amend this Answer to assert other affirmative
21 defenses that are not known to be available at this time.

22 WHEREFORE, Defendants pray for judgment as follows:

23 1. Plaintiff takes nothing against Defendants by way of her Complaint;

24 2. Plaintiff's Complaint be dismissed with prejudice and that she take nothing
25 thereby;

26 3. Defendants be awarded their attorney's fees and costs incurred; and,

27 4. For such other and further relief as the Court deems just and proper in the premises.

1 **COUNTERCLAIM**

2 COME NOW, Counterclaimants, Peggy Whipple Reggio ("Peggy") and John Reggio
3 ("John"), and allege as follows:

4 **PARTIES AND JURISDICTION**

5 1. At all times herein relevant, Peggy was and is a resident of the State of Arizona.

6 2. At all times herein relevant, John was and is a resident of the State of Arizona.

7 3. At all times herein relevant, Counterdefendant ("Betsy") was and is a resident of the
8 State of Nevada.

9 4. That the true names and capacities, whether individual, plural, corporate, partnership,
10 associate, or otherwise, of Defendants DOES 1-100 and ROE ENTITIES 1-100, inclusive are
11 unknown to Peggy/John who therefore sue said defendants by such fictitious names. The full
12 extent of the facts linking such fictitiously sued defendants is unknown to Peggy/John. Peggy/John
13 are informed and believe and thereupon allege that each of the defendants designated herein as a
14 DOE or ROE was and is responsible for the events and happenings hereinafter referred to and
15 thereby legally and proximately caused or is somehow otherwise liable for the hereinafter
16 described damages to Peggy/John. Peggy/John will hereafter seek leave of the Court to amend
17 this Counterclaim to show the fictitiously named defendants' true names and capacities after the
18 same have been ascertained.
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21 5. This Court has jurisdiction over this matter as this is a civil action and involves an
22 amount in controversy in excess of the sum of \$15,000.00, exclusive of costs and interest.
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1 by irrevocably constituting and appointing the Secretary of WCC with full power of substitution
2 as agent for Peggy to transfer said shares on the books of WCC.

3 14. In consideration therefor, Betsy agreed to pay to Peggy \$266,500.00 as follows:
4 \$20,000.00 on January 29, 2012, \$20,000.00 no later than January 29, 2013, \$100,000.00 no later
5 than January 29, 2014, and \$126,500.00 no later than July 29, 2015.

6 15. SPA 2 states that if Betsy does not make all payments in full to Peggy, Peggy retains
7 the right to reclaim the 100 shares and Betsy will be required to assign and transfer the 100
8 shares back to Peggy with no entitlement to a refund of any monies paid to Peggy.

9 16. SPA 2 states that if Betsy does not make payments in full to Peggy, and for such time,
10 beginning July 29, 2013, as Peggy chooses not to exercise her option to reclaim the 100 shares,
11 interest shall accrue at an interest rate of 4.33%, compounded annually, on all remaining
12 amounts owed until payment is made in full, plus all compounded interest.

13 17. Betsy did not make any payments to Peggy until October 2018, when Betsy paid
14 Peggy \$67,305.00.

15 18. In March 2020, Peggy exercised her contractual right to reclaim the 100 shares.

16 III.

17 LOAN FROM JOHN TO BETSY

18 19. On June 30, 2014 John loaned Betsy \$20,000.00.

19 20. Betsy promised to repay the loan in full no later than November 17, 2014.

20 21. Betsy also agreed that if she did not repay the loan in full no later than November 17,
21 2014, Betsy would pay John an additional fee of \$5,000.00, plus 7% interest compounded
22 annually on all amounts unpaid.

23 22. Betsy repaid the \$20,000.00 in August 2018, but has not paid any of the \$5,000.00 fee
24 and has not paid any of the compounded interest.

1 **CLAIMS FOR RELIEF**

2 **I.**

3 **FIRST CLAIM FOR RELIEF**
4 **BREACH OF CONTRACT**
5 **(PEGGY V. BETSY)**

6 23. Peggy/John repeat and reallege each and every previous allegation as though fully set
7 forth herein.

8 24. Peggy and Betsy entered into valid, legally enforceable contract-SPA 2.

9 25. Peggy performed all stipulations, conditions, and agreements required under SPA 2.

10 26. Betsy, by and through her actions or omissions, has failed and/or refused to perform
11 her obligations under SPA 2.

12 27. Betsy, among other things, breached SPA 2 by refusing and failing to make the
13 payments to Peggy required by SPA 2.

14 28. Peggy has satisfied all conditions precedent required under SPA 2 or has otherwise
15 been excused from performance.

16 29. As a direct and proximate result of Betsy's breach of SPA 2, Peggy has incurred
17 damages in a sum in excess of \$15,000.00.

18 30. In addition, Peggy has been required to retain the services of an attorney to bring this
19 action and is therefore entitled to reasonable attorney's fees and court costs.

20 31. Peggy is also entitled to pre-judgment and post judgment interest on all amounts
21 found due and owing.

22 **II.**

23 **SECOND CLAIM FOR RELIEF**
24 **CONTRACTUAL BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR**
25 **DEALING**
26 **(PEGGY V. BETSY)**

27 32. Peggy/John repeat and reallege each and every previous allegation as though fully set
forth herein.

33. All contracts entered into in the State of Nevada impose upon the contracting

1 parties the duty of good faith and fair dealing.

2 34. SPA 2 exists between Peggy and Betsy.

3 35. Under SPA 2, Betsy has the implied duty to perform her obligations in good faith
4 and fair dealing.

5 36. Betsy knew, or in the exercise of good faith, should have known, that Peggy actually
6 expected Betsy to perform her obligations under SPA 2.

7 37. As set forth above, Betsy breached the covenant of good faith and fair dealing by
8 intentionally refusing to make the payments to Peggy required by SPA 2.

9 38. Betsy's conduct constitutes a breach of the implied covenant of good faith
10 and fair dealing imposed through SPA 2 as such conduct was unfaithful to the purpose of SPA 2.

11 39. Peggy has suffered damages as a result of Betsy's breaches in excess of \$15,000.00.

12 40. Betsy's actions were committed with oppression, fraud and/or malice, entitling
13 Peggy to punitive damages in an amount in excess of \$15,000.00.

14 41. In addition, Peggy has been required to retain the services of an attorney to bring this
15 action and is therefore entitled to reasonable attorney's fees and court costs.

16 42. Peggy is also entitled to pre-judgment and post judgment interest on all amounts
17 found due and owing.

18 **III.**
19 **THIRD CLAIM FOR RELIEF**
20 **TORTIOUS BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR**
21 **DEALING**
22 **(PEGGY V. BETSY)**

23 43. Peggy/John repeat and reallege each and every previous allegation as though fully set
24 forth herein.

25 44. SPA 2 is a valid and enforceable contract between Peggy and Betsy.

26 45. All contracts entered into in the State of Nevada impose upon the contracting
27 parties the duty of good faith and fair dealing.

46. Betsy's conduct outlined above violated the terms of SPA 2 entered into with Peggy.

1 47. Peggy placed a great deal of trust and confidence in Betsy as a close family member
2 and shareholder of WCC, thereby placing Betsy in a superior and/or entrusted position.

3 48. The relationship described above between Peggy and Betsy created a confidential
4 relationship implicating fiduciary duties.

5 49. Betsy has tortiously violated the covenant of good faith and fair dealing with respect
6 to SPA 2 by intentionally acting in a manner unfaithful to SPA 2.

7 50. Peggy has suffered damages as a result of Betsy's breaches in excess of \$15,000.00.

8 51. Betsy's actions were committed with oppression, fraud and/or malice, entitling
9 Peggy to punitive damages in an amount in excess of \$15,000.00.

10 52. In addition, Peggy has been required to retain the services of an attorney to bring this
11 action and is therefore entitled to reasonable attorney's fees and court costs.

12 53. Peggy is also entitled to pre-judgment and post judgment interest on all amounts
13 found due and owing.

14 **IV.**
FOURTH CLAIM FOR RELIEF
CONVERSION
(PEGGY V. BETSY)

15
16
17 54. Peggy/John repeat and reallege each and every previous allegation as though fully
18 set forth herein.

19 55. Betsy wrongfully exerted control over Peggy's money, which Betsy was required to
20 pay to Peggy pursuant to SPA 2.

21 56. Betsy's actions as alleged herein deprived or otherwise interfered with Peggy's use
22 and enjoyment of her money.

23 57. As a result of Betsy's actions, Betsy improperly converted Peggy's money for her
24 own personal use and benefit.

25 58. As a direct and proximate result of Betsy's actions, Peggy has been damaged in an
26 amount in excess of \$15,000.00.

59. In addition, Peggy has been required to retain the services of an attorney to bring this action and is therefore entitled to reasonable attorney's fees and court costs.

60. Peggy is also entitled to pre-judgment and post judgment interest on all amounts found due and owing.

V.
FIFTH CLAIM FOR RELIEF
INDEMNIFICATION
(PEGGY V. BETSY)

61. Peggy/John repeat and reallege each and every previous allegation as though fully set forth herein.

62. SPA 2 states that “[Betsy] shall protect, defend, indemnify, and hold [Peggy] harmless from and against any and all claims, liabilities, demands, suits, and associated costs and expenses (including reasonable attorney’s fees), that [Peggy] may hereafter incur, become responsible for as a result of executing sale of Shares in this Agreement.”

63. Peggy is therefore entitled to indemnification from Betsy for all costs and expenses incurred by Peggy as a result of executing SPA 2, including but not limited to the costs and expenses, including attorney's fees incurred by Peggy as a result of the instant litigation.

64. Peggy has been required to retain the services of an attorney to bring this action and is therefore entitled to reasonable attorney's fees and court costs.

65. Peggy is also entitled to pre-judgment and post judgment interest on all amounts found due and owing.

VI.
SIXTH CLAIM FOR RELIEF
DECLARATORY RELIEF
(PEGGY V. BETSY)

66. Peggy/John repeat and reallege each and every previous allegation as though fully set forth herein.

67. There exists a bona fide, actual, and present controversy between Peggy on the

1 one hand, and Betsy, on the other hand, with regard to SPA 2.

2 68. Pursuant to NRS 30.040, Peggy is entitled to seek a determination of the
3 parties' respective rights and status under SPA 2, specifically, a determination that: (i) SPA 2 is a
4 valid, duly executed contract which is binding upon Peggy and Betsy; (ii) Betsy failed to make the
5 payments to Peggy required by SPA 2; (iii) Peggy rightfully reclaimed her 100 shares; (iv) that
6 Betsy must transfer the 100 shares back to Peggy; (v) that Betsy must pay to Peggy the amount
7 owed Peggy under SPA 2, plus annually compounded interest of 4.33%, beginning July 29, 2013
8 until the date Peggy reclaimed her 100 shares; and (vi) Betsy must indemnify Peggy for all costs
9 and expenses, including attorney's fees, incurred as a result of her execution of SPA 2, including
10 but not limited to the costs and expenses, including attorney's fees, incurred by Peggy as a result
11 of the instant litigation.

12 69. Peggy has been required to retain the services of an attorney to bring this action and is
13 therefore entitled to reasonable attorney's fees and court costs.

14 70. Peggy is also entitled to pre-judgment and post judgment interest on all amounts
15 found due and owing.

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17 **VII.**
SEVENTH CLAIM FOR RELIEF
18 **DECLARATORY RELIEF**
(PEGGY/JOHN V. BETSY)

19 71. Peggy/John repeat and reallege each and every previous allegation as though fully set
20 forth herein.

21 72. There exists a bona fide, actual, and present controversy between Peggy/John on the
22 one hand, and Betsy, on the other hand, with regard to SPA 1.

23 73. Pursuant to NRS 30.040, Peggy/John are entitled to seek a determination of the
24 parties' respective rights and status under SPA 1, specifically, a determination that: Any and all of
25 Betsy's claims pertaining to SPA 1 are precluded by the doctrine of Accord and Satisfaction.
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74. Peggy/John have been required to retain the services of an attorney to bring this action and are therefore entitled to reasonable attorney's fees and court costs.

75. Peggy/John are also entitled to pre-judgment and post judgment interest on all amounts found due and owing.

VIII.
EIGHTH CLAIM FOR RELIEF
BREACH OF CONTRACT
(JOHN V. BETSY)

76. Peggy/John repeat and reallege each and every previous allegation as though fully set forth herein.

77. John and Betsy entered into valid, legally enforceable contract-A loan agreement.

78. John performed all stipulations, conditions, and agreements required under the loan agreement.

79. Betsy, by and through her actions or omissions, has failed and/or refused to perform her obligations under the loan agreement.

80. Betsy, among other things, breached the loan agreement by refusing and failing to make all payments to John required by the loan agreement.

81. John has satisfied all conditions precedent required under the loan agreement or has otherwise been excused from performance.

82. As a direct and proximate result of Betsy's breach of the loan agreement, John has incurred damages in a sum in excess of \$15,000.00.

83. In addition, John has been required to retain the services of an attorney to bring this action and is therefore entitled to reasonable attorney's fees and court costs.

84. John is also entitled to pre-judgment and post judgment interest on all amounts found due and owing.

IX.
NINTH CLAIM FOR RELIEF
CONTRACTUAL BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR
DEALING
(JOHN V. BETSY)

85. Peggy/John repeat and reallege each and every previous allegation as though fully set forth herein.

86. All contracts entered into in the State of Nevada impose upon the contracting parties the duty of good faith and fair dealing.

87. The loan agreement exists between Peggy and Betsy.

88. Under the loan agreement, Betsy has the implied duty to perform her obligations in good faith and fair dealing.

89. Betsy knew, or in the exercise of good faith, should have known, that John actually expected Betsy to perform her obligations under the loan agreement.

90. As set forth above, Betsy breached the covenant of good faith and fair dealing by intentionally refusing to make all payments to John required by the loan agreement.

91. Betsy's conduct constitutes a breach of the implied covenant of good faith and fair dealing imposed through the loan agreement as such conduct was unfaithful to the purpose of the loan agreement.

92. John has suffered damages as a result of Betsy's breaches in excess of \$15,000.00.

93. Betsy's actions were committed with oppression, fraud and/or malice, entitling John to punitive damages in an amount in excess of \$15,000.00.

94. In addition, John has been required to retain the services of an attorney to bring this action and is therefore entitled to reasonable attorney's fees and court costs.

95. John is also entitled to pre-judgment and post judgment interest on all amounts found due and owing.

X.
TENTH CLAIM FOR RELIEF
TORTIOUS BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR
DEALING
(JOHN V. BETSY)

96. Peggy/John repeat and reallege each and every previous allegation as though fully set forth herein.

97. The loan agreement is a valid and enforceable contract between John and Betsy.

98. All contracts entered into in the State of Nevada impose upon the contracting parties the duty of good faith and fair dealing.

99. Betsy's conduct outlined above violated the terms of loan agreement entered into with John.

100. John placed a great deal of trust and confidence in Betsy, thereby placing Betsy in a superior and/or entrusted position.

101. The relationship described above between John and Betsy created a confidential relationship implicating fiduciary duties.

102. Betsy has tortiously violated the covenant of good faith and fair dealing with respect to the loan agreement by intentionally acting in a manner unfaithful to the loan agreement.

103. John has suffered damages as a result of Betsy's breaches in excess of \$15,000.00.

104. Betsy's actions were committed with oppression, fraud and/or malice, entitling John to punitive damages in an amount in excess of \$15,000.00.

105. In addition, John has been required to retain the services of an attorney to bring this action and is therefore entitled to reasonable attorney's fees and court costs.

106. John is also entitled to pre-judgment and post judgment interest on all amounts found due and owing.

XI.
ELEVENTH CLAIM FOR RELIEF
CONVERSION
(JOHN V. BETSY)

107. Peggy/John repeat and reallege each and every previous allegation as though fully set forth herein.

108. Betsy wrongfully exerted control over John's money, which Betsy was required to pay to John pursuant to the loan agreement.

109. Betsy's actions as alleged herein deprived or otherwise interfered with John's use and enjoyment of his money.

110. As a result of Betsy's actions, Betsy improperly converted John's money for her own personal use and benefit.

111. As a direct and proximate result of Betsy's actions, John has been damaged in an amount in excess of \$15,000.00.

112. In addition, John has been required to retain the services of an attorney to bring this action and is therefore entitled to reasonable attorney's fees and court costs.

113. John is also entitled to pre-judgment and post judgment interest on all amounts found due and owing.

WHEREFORE, Defendants/Counterclaimants pray for relief as follows:

1. Peggy:

A. For compensatory damages in an amount in excess of \$15,000.00, together with interest thereon at the statutory rate until paid in full and other such damage according to proof;

B. For punitive damages in an amount in excess of \$15,000.00;

C. Indemnification from Betsy for all costs and expenses incurred by Peggy as a result of executing SPA 2, including but not limited to the costs and expenses, including attorney's fees incurred by Peggy as a result of the instant litigation;

D. For declaratory relief, declaring that: (i) SPA 2 is a valid, duly executed contract which is binding upon Peggy and Betsy; (ii) Betsy failed to make the payments to Peggy

1 required by SPA 2; (iii) Peggy rightfully reclaimed her 100 shares; (iv) that Betsy must transfer
2 the 100 shares back to Peggy; (v) that Betsy must pay to Peggy the amount owed Peggy under
3 SPA 2, plus annually compounded interest of 4.33%, beginning July 29, 2013 until the date
4 Peggy reclaimed her 100 shares; and (vi) Betsy must indemnify Peggy for all costs and expenses,
5 including attorney's fees, incurred as a result of her execution of SPA 2, including but not
6 limited to the costs and expenses, including attorney's fees, incurred by Peggy as a result of the
7 instant litigation;

8 E. For pre-judgment and post-judgment interest;

9 F. For reasonable attorney's fees and costs as allowed by law; and,

10 G. For such other and further relief as this Court deems just and proper in the premises.

11 2. John:

12 A. For compensatory damages in an amount in excess of \$15,000.00, together with
13 interest thereon at the statutory rate until paid in full and other such damage according to proof;

14 B. For punitive damages in an amount in excess of \$15,000.00;

15 C. For pre-judgment and post-judgment interest;

16 D. For reasonable attorney's fees and costs as allowed by law; and,

17 E. For such other and further relief as this Court deems just and proper in the premises.

18 3. Peggy/John:

19 A. For declaratory relief, declaring that: Any and all of Betsy's claims pertaining to SPA 1
20 are precluded by the doctrine of Accord and Satisfaction;

21 B. For reasonable attorney's fees and costs as allowed by law; and,

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C. For such other and further relief as this Court deems just and proper in the premises.

DATED this 8th day of October, 2021.

/S/ t. Augustus Claus
T. AUGUSTUS CLAUS, ESQ.
LEGAL RESOURCE GROUP, LLC
Nevada Bar No. 10004
205 North Stephanie Street, Suite D221
Henderson, Nevada 89074
702-463-4900
F-702-463-4800
Attorney for Defendants/Counterclaimants

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of **LEGAL RESOURCE GROUP, LLC.**, and that on the 8th day of October, 2021, I caused the ANSWER AND COUNTERCLAIMS to be served as follows:

- ☐ by placing a true and correct copy of the same to be deposited for mailing in the U.S. Mail at Las Vegas, Nevada, enclosed in a sealed envelope upon which first class postage was fully prepaid; and/or
- ☐ pursuant to EDCR 7.26, by sending it via facsimile; and/or
- ☐ by hand delivery via runner
- ☒ via electronic service

to the attorneys listed below:

Karson D. Bright
kdb@h2law.com

Susan A. Owens
sao@h2law.com

Cami M. Perkins
cperkins@howardandhoward.com

Attorneys for Plaintiff/Counterdefendant

/s/ T. Augustus Claus
An employee of Legal Resource Group, LLC



1 T. AUGUSTUS CLAUS, ESQ.
2 LEGAL RESOURCE GROUP, LLC.
3 Nevada Bar No. 10004
4 205 N. Stephanie St., Suite D221
5 Henderson, NV 89074
(702)463-4900 Phone
(702)463-4800 Fax
Attorney for Defendants/Counterclaimants

6 **DISTRICT COURT**

7 **CLARK COUNTY, NEVADA**

8 BETSY L. WHIPPLE, an individual,

9 Plaintiff,

10 vs.

11 PEGGY WHIPPLE REGGIO, an
12 individual, JOHN REGGIO, an individual,
13 DOE INDIVIDUALS I through X; and
14 ROE CORPORATIONS I through X,

15 Defendants.

CASE NO. A-20-827055-B

DEPT. NO. 13

INITIAL APPEARANCE FEE
DISCLOSURE STATEMENT

16 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted
17 for parties appearing in the above-entitled action as indicated below:

18 PEGGY WHIPPLE REGGIO, Defendant/Counterclaimant-	\$1,483.00.
19 JOHN REGGIO, Defendant/Counterclaimant-	\$30.00.
20 TOTAL-	\$1,513.00.

21 DATED this 8th day of October, 2021.

22 LEGAL RESOURCE GROUP, LLC.

23 /s/ T. Augustus Claus

24 T. AUGUSTUS CLAUS, ESQ.

25 Nevada Bar No. 10004

26 205 N. Stephanie St., Suite D221

27 Henderson, NV 89074

28 Attorney for Defendants/Counterclaimants

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of **LEGAL
RESOURCE GROUP, LLC.**, and that on the 8th day of October, 2021, I caused the
INITIAL APPEARANCE FEE DISCLOSURE STATEMENT to be served as follows:

- ☐ by placing a true and correct copy of the same to be deposited for mailing in
the U.S. Mail at Las Vegas, Nevada, enclosed in a sealed envelope upon which
first class postage was fully prepaid; and/or
- ☐ pursuant to EDCR 7.26, by sending it via facsimile; and/or
- ☐ by hand delivery via runner
- ☒ via electronic service

to the attorneys listed below:

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kdb@h2law.com

Susan A. Owens
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Cami M. Perkins
cperkins@howardandhoward.com

Attorneys for Plaintiff/Counterdefendant

/s/ T. Augustus Claus
An employee of Legal Resource Group, LLC



**EIGHTH JUDICIAL DISTRICT COURT
CLERK OF THE COURT
CIVIL DIVISION**
REGIONAL JUSTICE CENTER
200 LEWIS AVE.
LAS VEGAS, NEVADA 89101

Electronically Filed
10/13/2021 10:41 AM
Steven D. Grierson
CLERK OF THE COURT

Steven D. Grierson
Clerk of the Court

Anntoinette Naumec-Miller
Court Division Administrator

Filing Fee Remittance

This form may be used to submit outstanding filing fees to the Eighth Judicial District Court via the Odyssey File & Serve system. By using this method to submit fees you acknowledge that all processing/convenience fees and E-File fees will be assessed in addition to the filing fee(s) as part of this filing transaction.

To submit this form, use filing code **Filing Fee Remittance - FFR (CIV)** and select the applicable fee(s) in the Optional Services section of the envelope.

Case Number:	A-20-827055-B	
Party Responsible for Fees:	John Reggio	
Related Filing:	DATE OF FILING 10/8/21	FILING DESCRIPTION Answer

Required-filing fees for the above entitled action are submitted as indicated below: *(Please check the applicable boxes and indicate the quantities below).*

	Fee Schedule	Fee Amount
<input type="checkbox"/>	01 Civil Complaint	\$270.00
<input type="checkbox"/>	01BC Business Court Complaint	\$1,530.00
<input type="checkbox"/>	01C Statutory Lien	\$299.00
<input type="checkbox"/>	01CD Constr Defect Complaint	\$520.00
<input type="checkbox"/>	01FM Foreclosure Mediation Petition	\$275.00
<input type="checkbox"/>	01TBC Transfer to Business Court (after civil action)	\$1,260.00
<input type="checkbox"/>	01TPC Third Party Complaint	\$135.00
<input type="checkbox"/>	03 Civil Confession of Judgment	\$28.00

<input type="checkbox"/>	04A Appeals JC/Muni Court	\$47.00
<input type="checkbox"/>	04B Civil Notice of Appeal	\$24.00
<input type="checkbox"/>	05A Civil Answer/Appear	\$223.00
<input type="checkbox"/>	05BC Business Court Answer/Appear	\$1,483.00
<input type="checkbox"/>	05CD Construction Defect Answer/Appear	\$473.00
<input type="checkbox"/>	05FM Foreclosure Mediation Answer/Appear	\$250.00
<input type="checkbox"/>	05G Answer Additional Party	\$30.00
<input type="checkbox"/>	07A Transfer from another District Court	\$270.00
<input type="checkbox"/>	41 Civil Writ	\$10.00
<input type="checkbox"/>	42 Civil Motion Summary Judg/Joinder	\$200.00
<input type="checkbox"/>	43 Civil Motion Certify/Decertify Class	\$349.00
<input type="checkbox"/>	44 Civil Motion Partial Summary Judg	\$200.00
<input type="checkbox"/>	Civil Peremptory Challenge of Judge	\$450.00

<input checked="" type="checkbox"/>	01G Complaint Additional Party Enter additional party names in the spaces below. Please complete additional form if adding more than 10 parties.	\$30.00 (per party)	Quantity: 1	\$ 30.00
	1 John Reggio			
	2			
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	9			
	10			

TOTAL PAID: \$ 30.00



1 T. AUGUSTUS CLAUS, ESQ.
2 LEGAL RESOURCE GROUP, LLC.
3 Nevada Bar No. 10004
4 205 N. Stephanie St., Suite D221
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(702)463-4900 Phone
(702)463-4800 Fax
Attorney for Defendants/Counterclaimants

6 **DISTRICT COURT**

7 **CLARK COUNTY, NEVADA**

8 BETSY L. WHIPPLE, an individual,

9 Plaintiff,

10 vs.

11 PEGGY WHIPPLE REGGIO, an
12 individual, JOHN REGGIO, an individual,
13 DOE INDIVIDUALS I through X; and
14 ROE CORPORATIONS I through X,

15 Defendants.

CASE NO. A-20-827055-B

DEPT. NO. 13

DEMAND FOR CHANGE OF VENUE

16
17 COME NOW, Defendants/Counterclaimants, Peggy Whipple Reggio and John
18 Reggio, by and through their attorney of record, T. Augustus Claus, Esq., Legal Resource
19 Group, LLC, and pursuant to NRS 13.050(1)(a) hereby demand that the trial of this action be
20 had in the proper county, Lincoln County, Nevada, and that the place of trial be changed by
21 consent of the parties or by Order of the Court.

22 DATED this 23rd day of October, 2021.

23 LEGAL RESOURCE GROUP, LLC.

24 /s/ T. Augustus Claus

T. AUGUSTUS CLAUS, ESQ.

25 Nevada Bar No. 10004

26 205 N. Stephanie St., Suite D221

27 Henderson, NV 89074

Attorney for Defendants/Counterclaimants

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of **LEGAL
RESOURCE GROUP, LLC.**, and that on the 23rd day of October, 2021, I caused the
DEMAND FOR CHANGE OF VENUE to be served as follows:

- ☐ [] by placing a true and correct copy of the same to be deposited for mailing in
the U.S. Mail at Las Vegas, Nevada, enclosed in a sealed envelope upon which
first class postage was fully prepaid; and/or
- ☐ [] pursuant to EDCR 7.26, by sending it via facsimile; and/or
- ☐ [] by hand delivery via runner
- ☒ [X] via electronic service

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/s/ Tobi Caperon
An Employee of the Legal Resource Group, LLC



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8 Attorney for Defendants/Counterclaimants

5 **DISTRICT COURT**

6 **CLARK COUNTY, NEVADA**

7 BETSY L. WHIPPLE, an individual,

8 Plaintiff,

9 vs.

10 PEGGY WHIPPLE REGGIO, an
11 individual, JOHN REGGIO, an individual,
12 DOE INDIVIDUALS I through X; and
13 ROE CORPORATIONS I through X,

14 Defendants.

CASE NO. A-20-827055-B

DEPT. NO. 13

MOTION TO CHANGE VENUE

HEARING REQUESTED

15 COME NOW, Defendants/Counterclaimants, Peggy Whipple Reggio and John Reggio,
16 by and through their attorney of record, T. Augustus Claus, Esq. and hereby move the Court
17 to enter an Order changing the venue of this action to Lincoln County, Nevada. This Motion
18 is made and based upon the Points and Authorities attached hereto, all papers and pleadings
19 on file herein, as well as any evidence which may be presented at the hearing of this action.

20 DATED this 23rd day of October, 2021.

21 LEGAL RESOURCE GROUP, LLC.

22 /s/ T. Augustus Claus

23 T. AUGUSTUS CLAUS, ESQ. (NVB# 10004)

24 205 N. Stephanie St., Suite D221

25 Henderson, NV 89074

(702)463-4900 Phone

(702)463-4800 Fax

26 Attorney for Defendants/Counterclaimants
27
28

1 **POINTS AND AUTHORITIES**

2 **I.**

3 **PROCEDURAL HISTORY**

4 Plaintiff ("Betsy") filed her Complaint on December 29, 2020. In her Complaint, Betsy
5 alleges she is a resident of Lincoln County, Nevada and that Defendants (hereinafter "Peggy"
6 and "John") are residents of the State of Arizona. See Exhibit A, Complaint, paragraphs 1-3.
7 Betsy alleges that "[t]his is a lawsuit regarding Defendants' failure to transfer shares of stock
8 sold to Plaintiff in a Nevada corporation named Whipple Cattle Company Incorporated, a
9 Nevada corporation ("WCC")." See Exhibit A, paragraph 12. There are two Stock Purchase
10 Agreements (hereinafter "SPA 1" and "SPA 2" respectively) (prepared by or on behalf of
11 Betsy) at issue. See Exhibit B ("SPA1"), Exhibit C ("SPA 2").

12 In SPA 1, Peggy and John are averred to have sold, assigned, and transferred to Betsy
13 said 100 shares in the names of Peggy and John on the books of WCC by irrevocably
14 constituting and appointing the Secretary of WCC with full power of substitution as agent for
15 Peggy and John to transfer said shares on the books of WCC. See Exhibit B. In consideration
16 therefor, Betsy agreed to pay to Peggy and John \$266,500.00 as follows: \$133,250.00 on
17 January 7, 2012 and \$133,250.00 no later than July 7, 2013. See Exhibit B. SPA 1 states that
18 if the second payment of \$133,250.00 is not paid timely by Betsy, interest would accrue at an
19 interest rate of 4.33%, compounded annually, on all remaining amounts owed until payment is
20 made in full, plus all compounded interest. See Exhibit B.

21 In SPA 2, Peggy is averred to have sold, assigned, and transferred to Betsy 100 shares in
22 the name of Peggy on the books of WCC by irrevocably constituting and appointing the
23 Secretary of WCC with full power of substitution as agent for Peggy to transfer said shares on
24 the books of WCC. See Exhibit C. In consideration therefor, Betsy agreed to pay to Peggy
25 \$266,500.00 as follows: \$20,000.00 on January 29, 2012, \$20,000.00 no later than January
26 29, 2013, \$100,000.00 no later than January 29, 2014, and \$126,500.00 no later than July 29,
27 2015. See Exhibit C. SPA 2 states that if Betsy does not make all payments in full to Peggy,
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1 Peggy retains the right to reclaim the 100 shares and Betsy will be required to assign and
2 transfer the 100 shares back to Peggy with no entitlement to a refund of any monies paid to
3 Peggy. See Exhibit C. SPA 2 states that if Betsy does not make payments in full to Peggy,
4 and for such time, beginning July 29, 2013, as Peggy chooses not to exercise her option to
5 reclaim the 100 shares, interest shall accrue at an interest rate of 4.33%, compounded
6 annually, on all remaining amounts owed until payment is made in full, plus all compounded
7 interest. See Exhibit C.

8 II.

9 LEGAL ARGUMENT

10 NRS 13.010(1) states:

11 When a person has contracted to perform an obligation at a
12 particular place, and resides in another county, the action must be
13 commenced, and, subject to the power of the court to change the
14 place of trial as provided in this chapter, must be tried in the
15 county in which such obligation is to be performed or in which the
16 person resides; and the county in which the obligation is incurred
17 shall be deemed to be the county in which it is to be performed,
18 unless there is a special contract to the contrary.

16 Betsy resides in Lincoln County, Nevada. See *above*. WCC is headquartered in Hiko,
17 Lincoln County, Nevada, as acknowledged by Betsy in her own Complaint:

18 WCC's assets originally consisted of 1,060 acres of ranch land,
19 including water rights, located in Hiko, Nevada commonly known
20 as the "River Ranch." WCC later acquired several hundred head of
21 cattle, other livestock, equipment, income-generating leases, and
22 other assets. WCC also has claims regarding valuable water rights.

21 See Exhibit A, paragraphs 23-25.

22 Also, WCC's Registered Agent and a Director reside in Hiko, Lincoln County, Nevada.

23 See Exhibit D, Entity Information. Only one officer of the WCC resides in Clark County,

24 Nevada. See Exhibit D. In her Complaint, Betsy alleges that Peggy and John breached the

25 SPAs by failing to deliver to her, in Lincoln County, Nevada, their stock certificates. See

26 Exhibit A, page 7:1-2. Therefore, Betsy avers and acknowledges in her Complaint that the

27 SPAs were to be performed in Lincoln County, Nevada. Accordingly, Lincoln County, is the

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1 proper venue.

2 As has been held, “[t]he Civil Practice Act provides that a proper venue is either the
3 county in which one or more defendants reside, NRS 13.040, or in a contract action, the
4 county in which the obligation is to be performed, NRS 13.010(1).” Washoe County v.
5 Wildeveld, 103 Nev. 380, 381-82, 741 P.2d 810 (1987). If a demand for a change of venue is
6 filed in a timely manner, and no defendants reside in the county in which the action is filed,
7 and that county is not otherwise a proper venue, then removal is mandatory. Id. at 382, *citing*
8 Western Pacific R.R. Co. v. Krom, 102 Nev. 40, 714 P.2d 182 (1986), Williams v. Keller, 6
9 Nev. 141 (1870). Once a timely demand is filed, the plaintiff ... has the burden of proving
10 that the county in which the action is filed is indeed a proper venue. Wildeveld, 103 Nev. at
11 382, *citing* Ash Springs Dev. Corp. v. Crunk, 95 Nev. 73, 589 P.2d 1023 (1979).

12 There can be little doubt that the Plaintiff is improperly forum shopping, undoubtably due
13 to being well-known in Lincoln County for her vexatious litigation. *See* Exhibit E, Exhibit F,
14 Exhibit G.

15 Peggy and John have filed their Demand and Motion in a timely manner. Neither Peggy
16 nor John reside in Nevada. As discussed above, Clark County, Nevada is not otherwise a
17 proper venue. Therefore, a change of venue is mandatory. *See* Wildeveld, 103 Nev. at 382.

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III.

CONCLUSION

Based upon the above and foregoing, Defendants/Counterclaimants, Peggy Whipple Reggio and John Reggio, respectfully request that this Honorable Court enter an Order changing the venue of this action from Clark County, Nevada to Lincoln County, Nevada.

DATED this 23rd day of October, 2021.

LEGAL RESOURCE GROUP, LLC.

/s/ T. Augustus Claus
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DECLARATION

T. AUGUSTUS CLAUS makes the following declaration:

1. I am an attorney duly licensed to practice law in the State of Nevada; I am a private attorney appointed to represent the Defendant in the instant matter, and I am familiar with the facts and circumstances of this case.
2. The facts in this brief are either known to be true or based on information and belief are believed to be true based on the information available.
2. The Exhibits attached to this motion are true and accurate copies of the documents they purport to be.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 23rd day of October, 2021.

Respectfully submitted,
/s/ T. Augustus Claus
T. AUGUSTUS CLAUS, ESQ.
Nevada Bar No. 10004

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of **LEGAL RESOURCE GROUP, LLC.**, and that on the 23rd day of October, 2021, I caused the MOTION TO CHANGE OF VENUE to be served as follows:

- ☐ by placing a true and correct copy of the same to be deposited for mailing in the U.S. Mail at Las Vegas, Nevada, enclosed in a sealed envelope upon which first class postage was fully prepaid; and/or
- ☐ pursuant to EDCR 7.26, by sending it via facsimile; and/or
- ☐ by hand delivery via runner
- ☒ via electronic service

to the attorneys listed below:

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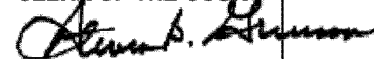
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Attorneys for Plaintiff/Counterdefendant

/s/ Tobi Caperon
An Employee of the Legal Resource Group, LLC

EXHIBIT A



CASE NO: A-20-827055-B
Department 13

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Attorneys for Plaintiff Betsy L. Whipple

DISTRICT COURT
CLARK COUNTY, NEVADA

BETSY L. WHIPPLE, an individual

Plaintiff,

vs.

PEGGY WHIPPLE REGGIO, an individual,
JOHN REGGIO, an individual, DOE
INDIVIDUALS I through X; and ROE
CORPORATIONS I through X,

Defendants.

CASE NO.:

DEPT NO.:

COMPLAINT

ARBITRATION EXEMPTION

1. Action Seeking Declaratory Relief
2. Action Seeking Extraordinary Relief,
including Injunctive Relief

Plaintiff BETSY L. WHIPPLE ("Betsy" or "Plaintiff") hereby alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. Betsy is, and at all times relevant was, a resident of Lincoln County, Nevada.

2. Upon information and belief, at all times relevant hereto, Defendant Peggy Whipple Reggio ("Peggy") is and was a resident of Maricopa County, State of Arizona.

3. Upon information and belief, at all times relevant hereto, Defendant John Reggio ("John" and together with Peggy, "Defendants") is and was a resident of Maricopa County, State of Arizona. John is the husband of Peggy.

4. Defendants sued herein under the fictitious names of DOES I through X, inclusive, are presently unknown to Plaintiff but are believed to reside in the State of Nevada and are in some respect liable for the acts and omissions, whether intentional, negligent or otherwise, alleged herein.

5. Defendants sued herein under the fictitious names of ROE ENTITIES I through X, inclusive, are presently unknown to Plaintiff but are believed to be corporations or other business entities authorized to conduct business in the State of Nevada and are in some respect liable for the acts and omissions, whether intentional, negligent or otherwise, alleged herein.

6. This Court has subject-matter jurisdiction pursuant to Art. 6 § 6 of the Constitution of the State of Nevada and NRS § 4.370, as the amount in controversy exceeds \$15,000.00.

7. This Court has general personal jurisdiction over Defendants because they have had continuous and systematic contacts with the State of Nevada sufficient to render them at home in Nevada.

8. This Court also has specific personal jurisdiction over Defendants because the agreement at issue specifies that it “shall be governed by and construed in accordance with the laws of the state of Nevada (without giving effect to principles of conflicts of laws).” The shares of stock at issue are shares of stock in a Nevada corporation governed by Nevada Revised Statutes Chapter 78.

9. The events described herein occurred in Clark County and Lincoln County, Nevada.

10. Venue is proper under NRS 13.010(1) and NRS 13.040.

11. Venue is additionally proper because this matter if being filed in business court and this matter is a business court matter involving matters in which the primary claims or issues arise from the purchase and sale of the stock of a business, business torts, and will require decisions under NRS Chapter 78.

GENERAL ALLEGATIONS

12. This is a lawsuit regarding Defendants’ failure to transfer shares of stock sold to Plaintiff in a Nevada corporation named Whipple Cattle Company Incorporated, a Nevada corporation (“WCC”).

13. Plaintiff, Jane Whipple Bradshaw (“Jane”), Bret O. Whipple (“Bret”), and Kirt R. Whipple (“Kirt”) were all initial shareholders in WCC.

1 14. Upon information and belief, the corporate records of WCC have been kept and
2 maintained by Bret and may or may not be accurate.

3 15. According to the WCC corporate records, initially Jane owned 700 shares of the
4 stock in WCC evidenced by WCC Stock Certificate #1, Bret owned 100 shares of stock in WCC
5 evidenced by WCC Stock Certificate #2, Plaintiff owned 100 shares of stock in WCC evidenced
6 by WCC Stock Certificate #3, and Kirt owned 100 shares of stock in WCC evidenced by WCC
7 Stock Certificate #4.

8 16. In January of 1997, Jane sold 100 of her 700 shares of stock in WCC to Defendants
9 John and Peggy Reggio (as joint tenants with right of survivorship) evidenced by WCC Stock
10 Certificate #5, leaving Jane with 600 shares of stock in WCC.

11 17. Shortly after the John and Peggy Reggio purchased the 100 shares of stock in
12 WCC, they expressed interest in selling the shares.

13 18. In January of 1998, Jane sold 100 of her remaining 600 shares of stock in WCC
14 to Cody Whipple ("Cody") evidenced by WCC Stock Certificate #6, leaving Jane with 500 shares
15 of stock in WCC.

16 19. In January of 2004, Jane gave, transferred and assigned her remaining 500 shares
17 of stock in WCC as follows: (i) 100 shares to Bret evidenced by WCC Stock Certificate #7; (ii)
18 100 shares to Plaintiff evidenced by WCC Stock Certificate #8; (iii) 100 shares to Kirt evidenced
19 by WCC Stock Certificate #9; (iv) 100 shares to Defendant Peggy evidenced by WCC Stock
20 Certificate #10; and (v) 100 shares to Cody evidenced by WCC Stock Certificate #11, leaving
21 Jane with no further shares of stock in WCC.

22 20. Accordingly, as of January of 2004, each of Plaintiff, Bret, Kirt, and Cody owned
23 200 shares of stock in WCC, Defendant Peggy owned 100 shares of stock in WCC, and
24 Defendants Peggy and John together owned 100 shares of stock in WCC.

25 21. Plaintiff, Bret, Cody, Kirt, and Peggy are all siblings.

26 22. Jane is the mother of Plaintiff, Bret, Kirt, Defendant Peggy (who is married to
27 Defendant John), and Cody.

23. WCC's assets originally consisted of 1,060 acres of ranch land, including water rights, located in Hiko, Nevada commonly known as the "River Ranch."

24. WCC later acquired several hundred head of cattle, other livestock, equipment, income-generating leases, and other assets.

25. WCC also has claims regarding valuable water rights.

26. According to Defendant John, as to the shares of WCC, there has always been a right of first refusal in that any shareholder who wished to sell his or her shares must first offer the shares to other shareholders before offering them to third parties.

27. Upon information and belief, this right of first refusal was communicated to Defendant John in writing by Bret, as the President of, a Director of, and the attorney for WCC. According to Defendant John, when Defendants John and Peggy initially purchased 100 shares of stock in WCC from Jane, Bret informed them of the following:

John I'm sure you are concerned about dumping money into a situation that you are not sure of your ownership or return. Even if you are not interested at all, we "the family" understand completely. To try to answer your fears, the debt on the land is for 20 years, and your ownership would be full. The only restriction would be a "first right of refusal." In other words, if you want to sell your percentage, you would have to give the last chance to another member of Whipple Cattle Company for the same price offered from someone outside the company.

28. According to Defendant John, Bret's statement accurately stated Defendant John's understanding throughout the course of his relationship with WCC and Defendants' intention when purchasing the shares of stock in WCC from Jane – that if a shareholder desired to sell his or her shares of stock, the remaining shareholders held a right of first refusal as to those shares of stock.

29. Although Defendants had expressed interest in selling their shares shortly after acquiring the initial 100 shares of stock in WCC from Jane, in approximately 2007, Defendants began more seriously discussing the possibility of selling their shares of stock in WCC to one or more shareholders in WCC with the shareholders in WCC.

30. By 2009, Defendants desired to sell their shares of stock in WCC and endeavored to sell their shares of stock by giving written notice by e-mail to all shareholders in WCC and

1 giving them an opportunity to purchase them. Plaintiff informed Defendants that she would
2 purchase Defendants' shares of stock in WCC and the terms of her offer, which were based on
3 an appraisal WCC had recently obtained of its assets.

4 31. Critical to Plaintiff's offer to purchase Defendants' shares was that she purchase
5 all 200 shares, and not just a portion. Defendants also informed Plaintiff that they would only
6 sell their shares to Plaintiff if Plaintiff agreed to purchase all of the shares, as Defendants informed
7 Plaintiff that they were tired of dealing with the family drama associated with WCC.

8 32. In response to Plaintiff's offer to purchase Defendants' shares of stock in WCC,
9 Defendants received threats from Bret that if Defendants sold their shares of stock in WCC to
10 Plaintiff, Defendant Peggy's entire family inheritance would be impacted. In other words, Bret
11 threatened Defendants against selling their shares of stock in WCC to Plaintiff by threatening
12 Defendant Peggy with her family inheritance. At the same time, Bret simultaneously refused to
13 purchase Defendants' shares or stock in WCC at a price anywhere close to what Plaintiff was
14 willing to pay for Defendants' shares of stock in WCC.

15 33. Notwithstanding Bret's threats, finally in 2012 Defendants agreed in writing and
16 formalized the transfer of their 200 shares of stock in WCC to Plaintiff.

17 34. On January 29, 2012, Defendants John and Peggy, as Sellers, and Plaintiff, as
18 Buyer, entered into that certain Stock Purchase Agreement (the "John and Peggy Stock Purchase
19 Agreement") for the sale and purchase of one hundred (100) shares in WCC owned by John and
20 Peggy (evidenced by WCC Stock Certificate #5) (the "John and Peggy Shares").

21 35. The John and Peggy Stock Purchase Agreement provides, in pertinent part, as
22 follows:

- 23 a. That Plaintiff would pay \$20,000 upon the effective date of the John and Peggy
24 Stock Purchase Agreement, \$20,000 at the one (1) year anniversary of the John
25 and Peggy Stock Purchase Agreement, \$100,000 at the two (2) year
26 anniversary of the John and Peggy Stock Purchase Agreement, and a final
27 payment of \$126,500 at the three (3) year anniversary of the John and Peggy
28

Stock Purchase Agreement.

- b. That Defendants John and Peggy, as the Sellers, had to deliver to Plaintiff contemporaneously with the John and Peggy Stock Purchase Agreement their stock certificate representing the John and Peggy Shares (WCC Stock Certificate #5), accompanied by stock powers duly endorsed by John and Peggy for the benefit of Plaintiff.

36. The same day, January 29, 2012, Peggy, as Seller, and Plaintiff, as Buyer, entered into that certain Stock Purchase Agreement (the "Peggy Stock Purchase Agreement" and together with the John and Peggy Stock Purchase Agreement, the "Purchase Agreements") for the sale and purchase of one hundred (100) shares in WCC owned by Peggy (evidenced by WCC Stock Certificate #10) (the "Peggy Shares" and together with the John and Peggy Shares, the "Sold Shares").

37. The Peggy Stock Purchase Agreement contains language identical to the John and Peggy Stock Purchase Agreement, including:

- a. That Plaintiff would pay \$20,000 upon the effective date of the Peggy Stock Purchase Agreement, \$20,000 at the one (1) year anniversary of the Peggy Stock Purchase Agreement, \$100,000 at the two (2) year anniversary of the Peggy Stock Purchase Agreement, and a final payment of \$126,500 at the three (3) year anniversary of the Peggy Stock Purchase Agreement.
- b. That Peggy, as the Seller, had to deliver to Plaintiff contemporaneously with the Peggy Stock Purchase Agreement her stock certificate representing the Peggy Shares (WCC Stock Certificate #10), accompanied by stock powers duly endorsed by Peggy for the benefit of Plaintiff.

38. Although the Stock Purchase Agreements both provide that Defendants, as Sellers, had delivered their stock certificates representing the Sold Shares contemporaneously with the Stock Purchase Agreements, accompanied by stock powers duly endorsed by them for the benefit of Plaintiff, they did not.

39. Accordingly, Plaintiff immediately requested that Defendants deliver to her their stock certificates representing the Sold Shares.

40. Upon information and belief, Defendants contacted Bret who informed them that WCC would not turn over the required stock certificates unless Defendants “became current” on all payments they allegedly owed from July 2008 through January 2012, which Bret alleged was \$25,618.

41. In order to ensure that she would receive the stock certificates evidencing her ownership of the Sold Shares, Plaintiff sent Defendants the \$20,000 of the \$25,618 required by Bret.

42. Upon information and belief, Defendants remitted the \$25,618 required by Bret to WCC, and informed Bret in correspondence as follows:

Enclosed is a check for \$25,618 intended to cover payment of \$500/month from July '08 through January 2012, plus 8% interest compounded annually. Unfortunately we are at an impasse and there is no solution regarding the sale of shares that will satisfy everyone. At this point though, we are following what was originally presented to us upon initial investment, that we could sell shares, and as such have closed on the sale of 200 shares to Betsy. Please forward the Stock Certificate in Peggy’s name to Peggy for this transfer. This was not an easy decision at all and we hope the family will understand.

43. In response to Defendants’ correspondence, Bret had correspondence sent to Defendants alleging that there was a condition to transferring the Sold Shares and that the sale was therefore not valid or recognized by WCC.

44. In the meantime, Plaintiff continued to request from Defendants that the stock certificates representing the Sold Shares be given to her by Defendants, as required by the Purchase Agreements and necessary to effectuate her rights as a now 40% shareholder in WCC.

45. In February of 2012, at a special meeting of the shareholders of WCC, Plaintiff made a motion to recognize her purchase of Defendants’ 200 shares of stock in WCC and issue her a new stock certificate evidencing her ownership of 400 shares of stock in WCC, for a total of 40% of the issued and outstanding shares of stock in WCC. The other shareholders in WCC refused Plaintiff’s request and referred to Plaintiff’s acquisition of the Sold Shares as an “alleged

1 purchase of the Reggio's 200 shares."

2 46. Defendants did not pursue assisting Plaintiff in obtaining a new stock certificate
3 or anything else evidencing Plaintiff's ownership of her 400 shares of stock in WCC.

4 47. Plaintiff continued to demand that Defendants provide her with the stock
5 certificates representing the Sold Shares be given to her by Defendants, as required by the
6 Purchase Agreements, as the other shareholders of WCC were refusing to recognize her as a 40%
7 shareholder in WCC, thereby depriving her the benefit of what she had bargained for pursuant to
8 the Purchase Agreements.

9 48. Defendants failed and/or refused to provide Plaintiff with the required stock
10 certificates representing the Sold Shares as required by the Purchase Agreements.

11 49. Defendants always represented to Plaintiff that they had sold the Sold Shares to
12 Plaintiff.

13 50. Upon information and belief, Defendants also represented to WCC and its
14 shareholders that they had sold the Sold Shares to Plaintiff.

15 51. Unbeknownst to Plaintiff, at a special meeting of the shareholders of WCC held
16 on October 18, 2013, Bret made a motion that the Sold Shares be transferred to Plaintiff
17 retroactive to the date of the transfer of the Sold Shares from Defendants to Plaintiff, which
18 motion was approved by a majority vote of the shareholders of WCC.

19 52. Notwithstanding the foregoing, WCC refused to issue Plaintiff a new stock
20 certificate evidencing the transfer of the Sold Shares to her and Defendants continued to refuse
21 to provide Plaintiff with required stock certificates representing the Sold Shares.

22 53. Notwithstanding Defendants' failure and/or refusal to provide Plaintiff with the
23 required stock certificates representing the Sold Shares as required by the Purchase Agreements,
24 in September of 2018, Plaintiff sent Defendants two cashier's checks stating that \$100,000 was
25 for the Peggy Shares and \$133,250 was for the John and Peggy Shares, for a total of \$233,250
26 for the Sold Shares.

27 54. Upon submission of the cashier's checks, Plaintiff explained to Defendants that
28

1 she had spent a considerable amount in legal fees (over \$100,000) trying to simply receive the
2 stock certificates representing the Sold Shares that were required to be given to her by Defendants
3 upon execution of the Purchase Agreements and never were. Plaintiff further explained that she
4 had expended several hundred thousand dollars attempting to protect WCC's property from
5 mismanagement by its officers and that she believed the initial valuation placed on the Sold
6 Shares in the Purchase Agreements was flawed and asked Defendants to consider the
7 circumstances, but also stated that she would send additional funds.

8 55. Defendants cashed the cashiers' checks immediately upon receipt and sent
9 Plaintiff a breakdown of an incorrectly calculated and inflated balance believed to be owed.

10 56. On February 1, 2020, for the first time, Defendants finally informed Plaintiff that
11 they were sending her the stock certificate in her name representing the John and Peggy Shares
12 purchased by Plaintiff. Plaintiff subsequently received an original stock certificate for 100 shares
13 of stock in WCC (evidenced by WCC Stock Certificate #13). Defendants then asserted that
14 Plaintiff has a "credit" in the amount of \$67,305, which Defendants were refusing to credit against
15 the already consummated purchase of the Peggy Shares and to this day, have retained
16 notwithstanding their failure and refusal to provide Plaintiff with the original stock certificate for
17 the Peggy Shares.

18 57. Defendants then asserted that they were "exercising [their] right to take back these
19 100 shares per our agreement." In other words, Defendants alleged that although they had never
20 delivered the stock certificates as required pursuant to the Purchase Agreements, and
21 notwithstanding Plaintiff paying Defendants several hundred thousand dollars, Defendants were
22 "taking back" the Peggy Shares, without any legal right to do so via the proper legal process.

23 58. Plaintiff demanded that Defendants deliver the stock certificate evidencing her
24 ownership of the Peggy Shares pursuant to the Peggy Stock Purchase Agreement and agreed to
25 remit the balance owed upon delivery of the stock certificate, but Defendants refused and
26 continue to refuse to do so.

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FIRST CLAIM FOR RELIEF
(Declaratory Relief)

59. Plaintiff repeats and realleges each and every previous allegation as though fully set forth herein.

60. There exists a bona fide, actual, and present controversy between Plaintiff on the one hand, and Defendants, on the other hand.

61. Pursuant to NRS 30.040, Plaintiff is entitled to seek a determination of the parties' respective rights and status; specifically, a determination that: (i) the Purchase Agreements are valid, duly executed contracts which are binding upon Plaintiff and Defendants; (ii) Plaintiff rightfully purchased the Peggy Shares and John and Peggy Shares via the Purchase Agreements; (iii) that Defendants must deliver the stock certificates to Plaintiff evidencing Plaintiff's rightful purchase of the Peggy Shares and John and Peggy Shares pursuant to the Purchase Agreements; and (iv) Plaintiff, as owner of the combined 400 including the shares purchased from Defendants, is a 40% owner of WCC.

SECOND CLAIM FOR RELIEF
(Breach of Contract)

62. Plaintiff repeats and realleges each and every previous allegation as though fully set forth herein.

63. Plaintiff and Defendants entered into valid, legally enforceable contracts.

64. Plaintiff performed all stipulations, conditions, and agreements required under the respective contracts – the Purchase Agreements.

65. Defendants, by and through their actions or omissions, have failed and/or refused to perform their respective obligations under the Purchase Agreements.

66. Defendants, among other things, breached the respective Purchase Agreements by refusing and failing to deliver the respective stock certificates to evidence Plaintiff's purchase of the Sold Shares and therefore, Plaintiff's 40% ownership in WCC.

67. Plaintiff has satisfied all conditions precedent required under the Purchase Agreements or has otherwise been excused from performance.

1 68. As a direct and proximate result of Defendants' breach of the Purchase
2 Agreements, Plaintiff has incurred damages in a sum to be in excess of \$15,000.00.

3 69. In addition, Plaintiff has been required to retain the services of Howard &
4 Howard Attorneys, PLLC to bring this action and are therefore entitled to reasonable attorney's
5 fees and costs thereafter.

6 70. Plaintiff is entitled to pre-judgment and post judgment interest on all amounts
7 found due and owing.

8 **THIRD CLAIM FOR RELIEF**
9 **(Contractual Breach of Implied Covenant of Good Faith and Fair Dealing)**

10 71. Plaintiff repeats and realleges each and every previous allegation as though fully
11 set forth herein.

12 72. All contracts entered into in the State of Nevada impose upon the contracting
13 parties the duty of good faith and fair dealing.

14 73. Written agreements, the Purchase Agreements, exist between Plaintiff and
15 Defendants.

16 74. Under the Purchase Agreements between Plaintiff and Defendants, Defendants
17 have the implied duty to perform their obligations in good faith and fair dealing.

18 75. Defendants knew, or in the exercise of good faith, should have known, that
19 Plaintiff actually expected Defendants to perform their respective obligations under the Purchase
20 Agreements.

21 76. As set forth above, Defendants breached the covenant of good faith and fair
22 dealing by intentionally refusing to deliver the stock certificates for the Sold Shares to Plaintiff.

23 77. Defendants' conduct constitutes a breach of the implied covenant of good faith
24 and fair dealing imposed through the Purchase Agreements as such conduct was unfaithful to
25 the purpose of the Purchase Agreements.

26 78. Plaintiff has suffered damages as a result of Defendants' breaches in excess of
27 \$15,000.00.
28

79. Defendants' actions were committed with oppression, fraud and/or malice, entitling Plaintiffs to punitive damages in an amount in excess of \$15,000.00.

80. In addition, Plaintiff has been required to retain the services of Howard & Howard Attorneys, PLLC to bring this action and are therefore entitled to reasonable attorney's fees and costs thereafter.

81. Plaintiff is entitled to pre-judgment and post judgment interest on all amounts found due and owing.

FOURTH CLAIM FOR RELIEF
(Tortious Breach of Implied Covenant of Good Faith and Fair Dealing)

82. Plaintiff repeats and realleges each and every previous allegation as though fully set forth herein.

83. The Purchase Agreements are valid and enforceable contracts between Plaintiff and Defendants.

84. All contracts entered into in the State of Nevada impose upon the contracting parties the duty of good faith and fair dealing.

85. Defendants' conduct outlined above violated the terms of the Purchase Agreements entered into with Plaintiff.

86. Plaintiff placed a great deal of trust and confidence in Defendants as close family members, friends, shareholders of WCC, and due to their extensive dealings, thereby placing Defendants in a superior and/or entrusted position.

87. The relationship described above between Plaintiff and Defendants created a confidential relationship and/or fiduciary duties.

88. Defendants have tortiously violated the covenant of good faith and fair dealing with respect to the Purchase Agreements by intentionally acting in a manner unfaithful to the Purchase Agreements.

89. Plaintiff has suffered damages as a result of Defendants' breaches in excess of \$15,000.00.

90. Defendants' actions were committed with oppression, fraud and/or malice, entitling Plaintiffs to punitive damages in an amount in excess of \$15,000.00.

91. In addition, Plaintiff has been required to retain the services of Howard & Howard Attorneys, PLLC to bring this action and are therefore entitled to reasonable attorney's fees and costs thereafter.

92. Plaintiff is entitled to pre-judgment and post judgment interest on all amounts found due and owing.

FIFTH CLAIM FOR RELIEF
(Unjust Enrichment)

93. Plaintiff repeats and realleges each and every previous allegation as though fully set forth herein.

94. Plaintiff and Defendants entered into the Purchase Agreements whereby Plaintiff paid Defendants for their ownership in WCC.

95. Plaintiff performed her obligations under the Purchase Agreements and paid Defendants a substantial amount of money for her ownership in WCC.

96. Plaintiff therefore conferred a valuable benefit upon Defendants, which benefit Defendants appreciated as Defendants deposited the money paid by Plaintiffs into their respective bank accounts.

97. All of the money paid to Defendants were made upon Defendants' assurances that they would deliver the stock certificates for the Sold Shares pursuant to the Purchase Agreements.

98. Defendants have refused to deliver the stock certificates for the Sold Shares despite accepting payment from Plaintiff.

99. As such, Defendants have been unjustly enriched to the detriment and damage of Plaintiff in an amount in excess of \$15,000.00.

100. In addition, Plaintiff has been required to retain the services of Howard & Howard Attorneys, PLLC to bring this action and are therefore entitled to reasonable attorney's fees and costs thereafter.

1 101. Plaintiff is entitled to pre-judgment and post judgment interest on all amounts
2 found due and owing.

3 **SIXTH CLAIM FOR RELIEF**
4 **(Equitable Estoppel)**

5 102. Plaintiff repeats and realleges each and every previous allegation as though fully
6 set forth herein.

7 103. Defendants were apprised of the true facts pertaining to their purported sale of
8 their ownership interest in WCC in that they would not deliver the stock certificates to Plaintiff
9 after receipt of payment for the Sold Shares, which was unbeknownst to Plaintiff.

10 104. Defendants specifically represented to Plaintiff that they would deliver the stock
11 certificates to Plaintiff contemporaneously upon execution of the Purchase Agreements in an
12 effort to induce Plaintiff to pay Defendants for the Sold Shares.

13 105. Plaintiff was ignorant of Defendants' true intent to induce Plaintiff into paying
14 Defendants for the sold shares while Defendants had no intention of delivering the stock
15 certificates to Plaintiff to certify Plaintiff's ownership interest in WCC.

16 106. Plaintiff relied, to her own detriment, on the Defendants' representations
17 regarding the Purchase Agreements and has paid Defendants a substantial sum of money for the
18 Sold Shares.

19 107. Defendants should reasonably have expected that their promises would induce
20 Plaintiff to take action of a definite and substantial character.

21 108. As a direct and proximate result of Defendants' actions, Plaintiff has been
22 damaged in excess of \$15,000.00, in an amount to be proven at trial.

23 109. In addition, Plaintiff has been required to retain the services of Howard &
24 Howard Attorneys, PLLC to bring this action and are therefore entitled to reasonable attorney's
25 fees and costs thereafter.

26 110. Plaintiff is entitled to pre-judgment and post judgment interest on all amounts
27 found due and owing.

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SEVENTH CLAIM FOR RELIEF

(Conversion)

111. Plaintiff repeats and realleges each and every previous allegation as though fully set forth herein.

112. Defendants wrongfully exerted control over Plaintiff's money paid for the Sold Shares, as alleged herein.

113. Defendants wrongfully exerted control over the stock certificates purchased by Plaintiff pursuant to the Purchase Agreements, as alleged herein.

114. Defendants' actions as alleged herein deprived or otherwise interfered with Plaintiff's use and enjoyment of his funds and stock certificates.

115. As a result of Defendants' actions, Defendants improperly converted Plaintiff's funds for their own personal use and benefit.

116. As a direct and proximate result of Defendants' actions, Plaintiff has been damaged in excess of \$15,000.00, in an amount to be proven at trial.

117. In addition, Plaintiff has been required to retain the services of Howard & Howard Attorneys, PLLC to bring this action and are therefore entitled to reasonable attorney's fees and costs thereafter.

118. Plaintiff is entitled to pre-judgment and post judgment interest on all amounts found due and owing.

EIGHTH CLAIM FOR RELIEF

(Injunctive Relief)

119. Plaintiff repeats and realleges each and every previous allegation as though fully set forth herein.

120. Plaintiff is entitled to a preliminary and permanent injunction enjoining Defendants' conduct.

121. Plaintiff has no plain, speedy or adequate remedy at law. Unless Defendants are enjoined, Plaintiff will suffer irreparable harm.

122. Plaintiff has a reasonable probability of success on her claims and the public interests and relative hardships all weigh in favor of granting injunctive relief.

123. A preliminary and permanent injunction should therefore issue as set forth herein.

124. In addition, Plaintiff has been required to retain the services of Howard & Howard Attorneys, PLLC to bring this action and are therefore entitled to reasonable attorney's fees and costs thereafter.

WHEREFORE, Plaintiff prays for relief as follows:

1. For compensatory damages in an amount in excess of \$15,000.00, together with interest thereon at the statutory rate until paid in full and other such damage according to proof;

2. For punitive damages in an amount in excess of \$15,000.00;

3. For declaratory relief, declaring that: (i) the Purchase Agreements are valid, enforceable agreements between Plaintiff and Defendants; (ii) Plaintiff rightfully purchased the Sold Shares via the Purchase Agreements; and (iii) Plaintiff, as owner of the combined 400 shares purchased from Defendants, is a 40% owner of WCC;

4. For specific performance/injunctive relief, requiring: (i) Defendants to deliver the stock certificates for the Sold Shares to Plaintiff pursuant to the Purchase Agreements; (ii) prohibiting Defendants from repudiating the Purchase Agreements; and (iii) WCC to recognize Plaintiff as a 40% shareholder in WCC;

5. For reasonable attorney's fees and costs as allowed by law; and

6. For such other and further relief as this Court deems just and proper

DATED this 29th day of December, 2020.

HOWARD & HOWARD ATTORNEYS PLLC

/s/ CAMI M. PERKINS

Cami M. Perkins (9149)

3800 Howard Hughes Parkway, Suite 1000

Las Vegas, Nevada 89169

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years and not a party to this action. My business address is 3800 Howard Hughes Parkway, Suite 1000, Las Vegas, NV 89196.

On the 29th of December 2020, I served the Complaint in this action or proceeding electronically with the Clerk of the Court via Odyssey E-File and Serve System.

/s/ Dianna Simeone
An Employee of Howard & Howard

EXHIBIT B

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the "Agreement"), dated January 7th, 2012 ("Effective Date") is between Peggy Sue Reggio and John Reggio (collectively the "Sellers"), and Betsy Lou Whipple ("Buyer").

On the Effective Date, Sellers own (100) shares (the "Shares") of stock in WHIPPLE CATTLE COMPANY INCORPORATED, a Nevada corporation (the "Company"), and Sellers agree to sell the Shares of stock of the Company to Buyer, and Buyer agrees to purchase from Sellers the Shares of stock of the Company at the price and upon the conditions stated below;

1. Purchase of Shares. In exchange for the consideration set forth in Section 2 below, Sellers hereby sell, assign and transfer unto the Buyer, the Shares standing in the name of Sellers on the books of the Company and does hereby irrevocably constitute and appoint the Secretary of the Company, with full power of substitution, as agent for Sellers to transfer the Shares on the books of the Company.

2. Purchase Price and Manner of Payment. The total purchase price for the Shares is Two Hundred Sixty-Six Thousand Five Hundred and NO/100 Dollars (\$266,500), payable as follows:

On the Effective Date, Buyer shall make an initial payment to Sellers of One Hundred Thirty Three Thousand, Two Hundred and Fifty and NO/100 (\$133,250).

After the (1) year anniversary of Effective Date, and no later than (18) months from Effective Date, Buyer shall make a second and final payment to Sellers of One Hundred Thirty Three Thousand Two Hundred and Fifty and NO/100 (\$133,250).

If Buyer does not make second and final payment in full to Sellers as stated in Section 2 of the Agreement, Sellers retain the right to reclaim fifty percent (50%) of the Shares, and Buyer, at the discretion of Sellers, will be required to assign and transfer fifty percent (50%) of the Shares back to Sellers with no entitlement to refund of monies paid to Sellers.

If Buyer does not make second and final payment in full to Sellers as stated in Section 2 of the Agreement, for such time Sellers choose not to exercise option to reclaim any portion of the Shares, Buyer shall accrue an interest rate of 4.33% compounded annually on all remaining amounts owed until payment is made in full plus all compounded interest. Interest begins accruing (18) months from Effective Date.

If Buyer sells the Shares, or sells any portion of the Shares, Buyer shall pay Sellers in full any remaining amounts owed within 30 days of execution of the sale.

If Buyer converts the Shares to an alternate form of asset including but not limited to, specific land ownership, stock/shares of another company, partnership or otherwise, all provision of this Agreement shall survive such changes and continue in full force and effect.

3. Certificate. Sellers have delivered herewith to the Company stock certificate number ____ that represents the Shares, registered in the name of Sellers, accompanied by Stock Powers duly endorsed by Seller for the benefit of Buyer.

4. Representations and Warranties of Seller. Sellers represent and warrant the following to Buyer:

4.1 Authority. Sellers have the legal capacity to execute and deliver this Agreement and all related documents or agreements to be executed and delivered by them and to consummate the transactions contemplated hereby or thereby.

4.2 Brokers/Finders. No broker, investment banker, financial advisor or other similar person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Sellers.

4.3 Ownership of the Shares. Sellers own the Shares free and clear of any security interests, liens, pledges, equities, claims, charges, escrows, encumbrances, options, transfer restrictions, mortgages, hypothecations, indentures, security agreements or other similar agreements, arrangements, contracts, commitments, understandings or obligations. The Shares are duly authorized, validly issued and outstanding and Sellers are the record and beneficial owner of the Shares.

5. Representations and Warranties of Buyer. Buyer represents and warrants the following to Sellers:

5.1 Authority. Buyer has the legal capacity to execute and deliver this Agreement and all related documents or agreements to be executed and delivered by her and to consummate the transactions contemplated hereby or thereby.

5.2 Brokers/Finders. No broker, investment banker, financial advisor or other similar person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

5.3 Purchase for Own Account. Buyer is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Shares.

5.4 Shares Not Registered. Buyer understands that the Shares have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of their investment intent as expressed herein.

5.5 Other Investment Representations. Buyer has (a) available adequate personal assets and means, independent of this investment, to provide for their current needs and personal contingencies and has no need for liquidity in this investment, (b) such knowledge and experience in financial and business matters that each is capable of evaluating the merits and risks of the investment, and (c) evaluated the risks of investing in the Company in light of the foregoing and are satisfied that the investment is appropriate for themselves.

6. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings of the parties hereto with respect to the subject matter of this Agreement.

7. Amendments. This Agreement may not be modified or amended, or any of the provisions of this Agreement waived, except by written agreement by the party against whom enforcement of the modification or amendment is sought.

8. Counterparts; Delivery of Signatures. This Agreement may be executed in any number of counterparts, and all such counterparts shall constitute one agreement. Facsimile and electronically transmitted signatures shall be binding.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Nevada (without giving effect to principles of conflicts of laws).

10. Further Assurances. Each party hereto agrees to execute any and all documents and to perform such other acts as may be necessary or expedient to further the purposes of this Agreement and the transactions contemplated hereby.

11. Binding on Heirs. This Agreement shall be binding upon, and shall inure to the benefit of, and be enforceable by each of the parties hereto and their respective heirs, beneficiaries, representatives, successors, and assigns.

12. Estate Planning. Buyer shall provide in a will or trust that in the event she shall die without children or as a single woman, she shall leave the Shares purchased pursuant to this Agreement to Peggy Sue Reggio as Trustee of a trust whose sole beneficiaries shall be Emma Reggio & Hallie Reggio. In the event Peggy Sue Reggio is no longer living, Buyer will provide in a will that she shall leave the Shares purchased pursuant to this Agreement divided equally to Emma Reggio and Hallie Reggio.

If Buyer converts the Shares to an alternate form of asset including but not limited to, specific land ownership, stock/shares of another company, partnership or otherwise, Buyer shall leave all assets resulting from conversion of the Shares purchased pursuant to this Agreement to Peggy Sue Reggio as Trustee of a trust whose sole beneficiaries shall be Emma Reggio & Hallie Reggio. In the event Peggy Sue Reggio is no longer living, Buyer will provide in a will that she shall leave all assets resulting from conversion of the Shares purchased pursuant to this Agreement to Emma Reggio and Hallie Reggio, to be divided equally.

Each of the undersigned has duly executed this Agreement as of the Effective Date.

SELLERS:

PEGGY SUE REGGIO

JOHN REGGIO

BUYER:

BETSY LOU WHIPPLE

WCC Stock Purchase Agreement

Page 3 of 4

Jan 7th 2012

EXHIBIT C

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the "Agreement"), dated January 29th, 2012 ("Effective Date") is between Peggy Sue Reggio ("Seller"), and Betsy Lou Whipple ("Buyer").

On the Effective Date, Seller owns (100) shares (the "Shares") of stock in WHIPPLE CATTLE COMPANY INCORPORATED, a Nevada corporation (the "Company"), and Seller agrees to sell the Shares of stock of the Company to Buyer, and Buyer agrees to purchase from Seller the Shares of stock of the Company at the price and upon the conditions stated below;

1. Purchase of Shares. In exchange for the consideration set forth in Section 2 below, Seller hereby sells, assigns and transfers unto the Buyer, the Shares standing in the name of Seller on the books of the Company and does hereby irrevocably constitute and appoint the Secretary of the Company, with full power of substitution, as agent for Seller to transfer the Shares on the books of the Company.

2. Purchase Price and Manner of Payment. The total purchase price for the Shares is Two Hundred Sixty-Six Thousand Five Hundred and NO/100 Dollars (\$266,500), payable as follows:

On the Effective Date, Buyer shall make an initial payment to Seller of Twenty Thousand and NO/100 (\$20,000).

At the (1) year anniversary of Effective Date, Buyer shall make a second payment to Seller of Twenty Thousand and NO/100 (\$20,000).

At the (2) year anniversary of Effective Date, Buyer shall make a third payment to Seller of One Hundred Thousand and NO/100 (\$100,000).

After the (3) year anniversary of Effective Date, and no later than (42) months from Effective Date, Buyer shall make a forth and final payment to Seller of One Hundred Twenty Six Thousand Five Hundred and NO/100 (\$126,500).

If Buyer does not make all payments in full to Seller as stated in Section 2 of the Agreement, Seller retains the right to reclaim the Shares, and Buyer, at the discretion of Seller, will be required to assign and transfer the Shares back to Seller with no entitlement to refund of monies paid to Seller. If buyer has converted the Shares to an alternate form of asset including but not limited to, specific land ownership, stock/shares of another company, partnership or otherwise, and if Buyer does not make all payments in full to Seller as stated in Section 2 of the Agreement, Seller retains the right to take possession of such assets resulting from conversion of the Shares and Buyer, at the discretion of Seller, will be required to transfer possession of such assets resulting from conversion of the Shares to Seller with no entitlement to refund of monies paid to Seller.

If Buyer does not make payments in full to Seller as stated in Section 2 of the Agreement, and for such time Seller chooses not to exercise option to reclaim the Shares or assets resulting from conversion of the Shares, Buyer shall accrue an interest rate of 4.33% compounded annually on all remaining amounts owed until payment is made in full plus all compounded interest. Interest begins accruing (18) months from Effective Date.

If Buyer sells the Shares, or sells any portion of the Shares, Buyer shall pay Seller in full any remaining amounts owed within 30 days of execution of the sale.

If Buyer converts the Shares to an alternate form of asset including but not limited to, specific land ownership, stock/shares of another company, partnership or otherwise, all provision of this Agreement shall survive such changes and continue in full force and effect.

3. Certificate. Seller has delivered herewith to the Company stock certificate number ____ that represents the Shares, registered in the name of Seller, accompanied by Stock Powers duly endorsed by Seller for the benefit of Buyer.

4. Representations and Warranties of Seller. Seller represents and warrants the following to Buyer:

4.1 Authority. Seller has the legal capacity to execute and deliver this Agreement and all related documents or agreements to be executed and delivered by them and to consummate the transactions contemplated hereby or thereby.

4.2 Brokers/Finders. No broker, investment banker, financial advisor or other similar person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

4.3 Ownership of the Shares. Seller owns the Shares free and clear of any security interests, liens, pledges, equities, claims, charges, escrows, encumbrances, options, transfer restrictions, mortgages, hypothecations, indentures, security agreements or other similar agreements, arrangements, contracts, commitments, understandings or obligations. The Shares are duly authorized, validly issued and outstanding and Seller is the record and beneficial owner of the Shares.

5. Representations and Warranties of Buyer. Buyer represents and warrants the following to Seller:

5.1 Authority. Buyer has the legal capacity to execute and deliver this Agreement and all related documents or agreements to be executed and delivered by her and to consummate the transactions contemplated hereby or thereby.

5.2 Brokers/Finders. No broker, investment banker, financial advisor or other similar person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

5.3 Purchase for Own Account. Buyer is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Shares.

5.4 Shares Not Registered. Buyer understands that the Shares have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of their investment intent as expressed herein.

5.5 Other Investment Representations. Buyer has (a) available adequate personal assets and means, independent of this investment, to provide for their current needs and personal contingencies and has no need for liquidity in this investment, (b) such knowledge and experience in financial and business matters that each is capable of evaluating the merits and risks of the investment, and (c) evaluated the risks

of investing in the Company in light of the foregoing and are satisfied that the investment is appropriate for themselves.

6. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings of the parties hereto with respect to the subject matter of this Agreement.

7. Amendments. This Agreement may not be modified or amended, or any of the provisions of this Agreement waived, except by written agreement by the party against whom enforcement of the modification or amendment is sought.

8. Counterparts; Delivery of Signatures. This Agreement may be executed in any number of counterparts, and all such counterparts shall constitute one agreement. Facsimile and electronically transmitted signatures shall be binding.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Nevada (without giving effect to principles of conflicts of laws).

10. Further Assurances. Each party hereto agrees to execute any and all documents and to perform such other acts as may be necessary or expedient to further the purposes of this Agreement and the transactions contemplated hereby.

11. Binding on Heirs. This Agreement shall be binding upon, and shall inure to the benefit of, and be enforceable by each of the parties hereto and their respective heirs, beneficiaries, representatives, successors, and assigns.

12. Indemnification: Buyer shall protect, defend, indemnify, and hold Seller harmless from and against any and all claims, liabilities, demands, suits, and associated costs and expenses (including reasonable attorney's fees), that Seller may hereafter incur, become responsible for as a result of executing sale of Shares in this Agreement.

13. Estate Planning. Buyer shall provide in a will or trust that in the event she shall die without children or as a single woman, she shall leave the Shares purchased pursuant to this Agreement to Peggy Sue Reggio as Trustee of a trust whose sole beneficiaries shall be Emma Reggio & Hallie Reggio. In the event Peggy Sue Reggio is no longer living, Buyer will provide in a will that she shall leave the Shares purchased pursuant to this Agreement divided equally to Emma Reggio and Hallie Reggio.

If Buyer converts the Shares to an alternate form of asset including but not limited to, specific land ownership, stock/shares of another company, partnership or otherwise, Buyer shall leave all assets resulting from conversion of the Shares purchased pursuant to this Agreement to Peggy Sue Reggio as Trustee of a trust whose sole beneficiaries shall be Emma Reggio & Hallie Reggio. In the event Peggy Sue Reggio is no longer living, Buyer will provide in a will that she shall leave all assets resulting from conversion of the Shares purchased pursuant to this Agreement to Emma Reggio and Hallie Reggio, to be divided equally.

Each of the undersigned has duly executed this Agreement as of the Effective Date.

SELLER:


PEGGY SUE REGGIO

BUYER


BETSY LOU WHIPPLE

EXHIBIT D

ENTITY INFORMATION**ENTITY INFORMATION****Entity Name:**

WHIPPLE CATTLE COMPANY INCORPORATED

Entity Number:

C12818-1993

Entity Type:

Domestic Corporation (78)

Entity Status:

Active

Formation Date:

10/18/1993

NV Business ID:

NV19931083005

Termination Date:

Perpetual

Annual Report Due Date:

10/31/2021

REGISTERED AGENT INFORMATION**Name of Individual or Legal Entity:**

JANE BRADSHAW

Status:

Active

CRA Agent Entity Type:**Registered Agent Type:**

Non-Commercial Registered Agent

NV Business ID:**Office or Position:****Jurisdiction:****Street Address:**

1 WHIPPLE LANE, HIKO, NV, 89017, USA

Mailing Address:**Individual with Authority to Act:****Fictitious Website or Domain Name:****OFFICER INFORMATION**☐ **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
President	CODY K WHIPPLE	10601 AMBLEWOOD AVE, Las Vegas, NV, 89144, USA	02/01/2021	Active
Director	KIRT R WHIPPLE	6922 SHAVELSON STREET, Houston, TX, 77055, USA	02/01/2021	Active
Secretary	KIRT R WHIPPLE	6922 SHAVELSON STREET, HOUSTON, TX, 77055 - 7631, USA	03/07/2019	Active
Treasurer	CODY K WHIPPLE	10601 AMBLEWOOD AVE, LAS VEGAS, NV, 89144, USA	03/07/2019	Active
Director	JANE L WHIPPLE	4004 WHIPPLE RANCH RD., HIKO, NV, 89017, USA	03/07/2019	Active

Page 1 of 1, records 1 to 5 of 5

CURRENT SHARES

Class/Series	Type	Share Number	Value
No records to view.			
Number of No Par Value Shares:			
1000			
Total Authorized Capital:			
1,000			
		Filing History	Name History Mergers/Conversions

[Return to Search](#) [Return to Results](#)

EXHIBIT E

Seventh Judicial District Court - Lincoln County

Run: 10/21/2021
13:20:49

Case Summary

Page 1

Case #: CV1168016
Judge: FAIRMAN, GARY D.
Date Filed: 11/21/2016 **Department:**
Case Type: FOREIGN JUDGMENT
Title/Caption: TOM R. WETZEL, AN INDIVIDUAL
VS.
BETSY L. WHIPPLE, AN INDIVIDUAL.

Defendant	Attorney(s)
WHIPPLE, BESTY L	No *Attorney 1* Listed

Fees:

Date Assessed:	Fee	Total	Paid	Waived	Outstanding
11/21/2016	CNTCIV-56	\$56.00	\$56.00	\$0.00	\$0.00
11/21/2016	COMCIVL-5	\$3.00	\$3.00	\$0.00	\$0.00
11/21/2016	CTFACLT	\$99.00	\$99.00	\$0.00	\$0.00
11/21/2016	LEGLAID	\$25.00	\$25.00	\$0.00	\$0.00
11/21/2016	STCIVIL	\$32.00	\$32.00	\$0.00	\$0.00
11/21/2016	CRTSCTY	\$20.00	\$20.00	\$0.00	\$0.00
05/24/2017	WRTEXEC	\$10.00	\$10.00	\$0.00	\$0.00
07/27/2018	WRTEXEC	\$10.00	\$10.00	\$0.00	\$0.00

Filings:

Date	Filing
11/21/2016	F&R APPLICATION OF FOREIGN JUDGMENT.
11/21/2016	AFFIDAVIT OF JUDGMENT CREDITOR, TOM R. WETZEL.
12/27/2016	F&R NOTICE OF FILING APPLICATION OF FOREIGN JUDGMENT AND AFFIDAVIT OF JUDGMENT CREDITOR.
12/27/2016	F&R AFFIDAVIT OF SERVICE.
05/24/2017	ISSUED WRIT OF EXECUTION.
06/12/2017	ISSUED WRIT OF EXECUTION.
10/30/2017	F&R NOTICE OF APPEARANCE.
11/15/2017	F&R EX PARTE MOTION FOR EXAMINATION OF JUDGMENT DEBTOR.
11/20/2017	F&R ORDER.
01/04/2018	F&R ORDER (ELECTRONIC COPY).
01/08/2018	F&R ORDER (ELECTRONIC COPY).
01/16/2018	F&R SERVED ORDER.
01/16/2018	F&R ORDER.
01/24/2018	F&R RE-NOTICE OF DEBTOR'S EXAMINATION.
04/03/2018	F&R SUBSTITUTION OF ATTORNEY.
07/12/2018	F&R PLAINTIFF'S MOTION TO COMPEL THE DEFENDANT'S APPEARANCE AT JUDGMENT DEBTOR/CREDITOR EXAMINATION AND REQUEST FOR
07/27/2018	ISSUED WRIT OF EXECUTION.
07/31/2018	F&R PLAINTIFF'S EX PARTE MOTION FOR AN ORDER SHORTENING TIME (ELECTRONIC).
07/31/2018	F&R ORDER SHORTENING TIME (ELECTRONIC).
08/03/2018	F&R ORDER SHORTENING TIME.

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13:20:49

Case Summary

Page 2

08/08/2018	F&R ORDER GRANTING MOTION TO COMPEL DEFENDANT'S APPEARANCE AT DEBTOR/CREDITOR EXAMINATION; ORDER TO SHOW CAUSE (ELEC).
08/13/2018	F&R ORDER GRANTING MOTION TO COMPEL DEFENDANT'S APPEARANCE AT DEBTOR/CREDITOR EXAMINATION; ORDER TO SHOW CAUSE.
08/28/2018	F&R DISMISSAL WITH PREJUDICE NUNC PRO TUNC AND ORDER.
09/14/2018	F&R NOTICE OF ENTRY OF DISMISSAL WITH PREJUDICE NUNC PRO TUNC AND ORDER AND NOTICE OF CLARIFICATION AND CORRECTION

EXHIBIT F

Seventh Judicial District Court - Lincoln County

Run: 10/21/2021
13:22:11

Case Summary

Page 1

Case #: CV0100520

Judge:

Date Filed: 01/23/2020

Department:

Case Type: OTHER CIVIL MATTERS

Title/Caption: BETSY L WHIPPLE vs. BRET O. WHIPPLE; ET. AL.

Attorney(s)

WHIPPLE, BETSY L

No *Attorney 1* Listed

Defendant

WHIPPLE, BRET O.

No *Attorney 1* Listed

Defendant

WHIPPLE, KIRT A.

No *Attorney 1* Listed

Defendant

WHIPPLE, JANE E.

No *Attorney 1* Listed

Defendant

WHIPPLE, CODY K.

No *Attorney 1* Listed

Defendant

WETZEL, KATHRYN

No *Attorney 1* Listed

Defendant

KENT WHIPPLE RANCH, LLC

No *Attorney 1* Listed

Defendant

WHIPPLE CATTLE COMPANY, INC., ET. AL

No *Attorney 1* Listed

Filings:

Date

Filing

01/23/2020

CASE FILED 01/23/2020 CASE NUMBER CV0100520

01/23/2020

F&R PROCEEDINGS FROM EIGHTH JUDICIAL DISTRICT COURT

EXHIBIT G

Seventh Judicial District Court - Lincoln County

Run: 10/21/2021
13:21:20

Case Summary

Page 1

Case #: CV0207012

Judge:

Date Filed: 02/29/2012

Department:

Case Type: REAL PROP / SPECIFIC PERFORMANCE

Title/Caption: BETSY WHIPPLE,
VS.
WHIPPLE CATTLE COMPANY INC.

Attorney(s)

Defendant

WHIPPLE CATTLE COMPANY INC.

No *Attorney 1* Listed

Fees:

Date Assessed:	Fee	Total	Paid	Waived	Outstanding
02/29/2012	STCIVIL	\$32.00	\$32.00	\$0.00	\$0.00
02/29/2012	CRTSCTY	\$20.00	\$20.00	\$0.00	\$0.00
02/29/2012	LEGLAID	\$25.00	\$25.00	\$0.00	\$0.00
02/29/2012	AB65-99	\$99.00	\$99.00	\$0.00	\$0.00
02/29/2012	COMCIVL-5	\$3.00	\$3.00	\$0.00	\$0.00
02/29/2012	CNTCIV-56	\$56.00	\$56.00	\$0.00	\$0.00
03/21/2012	CNTCIV-56	\$44.00	\$44.00	\$0.00	\$0.00
03/21/2012	LEGLAID	\$25.00	\$25.00	\$0.00	\$0.00
03/21/2012	AB65-99	\$99.00	\$99.00	\$0.00	\$0.00
03/21/2012	CRTSCTY	\$20.00	\$20.00	\$0.00	\$0.00

Hearings:

Date	Time	Hearing	Court Result
05/25/2012	11:00AM	MOTION HEARING	

Filings:

Date	Filing
02/29/2012	F&R COMPLAINT.
02/29/2012	F&R INITIAL APPEARANCE FEE DISCLOSURE
02/29/2012	F&R LIS PENDENS.
02/29/2012	ISSUED SUMMONS-WHIPPLE CATTLE COMPANY INC.
03/21/2012	F&R NRCP 12(B)5 MOTION TO DISMISS AND REQUEST FOR ATTORNEY'S FEES ON AN ORDER SHORTENING TIME
03/27/2012	F&R ERRATA TO DEFENDANT'S NRCP 12(B)5 MOTION TO DISMISS AND REQUEST FOR ATTORNEY'S FEES ON AN ORDER SHORTENING TIME.
03/30/2012	F&R OBJECTION TO NRCP 12(B)5 MOTION TO DISMISS AND REQUEST FOR ATTORNEY'S FEES.
04/03/2012	F&R ERRATA TO OBJECTION.
04/10/2012	F&R REPLY TO OBJECTION TO NRCP 12(B)5 MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM FOR WHICH RELIEF CAN BE GRANTED.
04/20/2012	F&R ORDER DENYING MOTION TO DISMISS AND FOR ATTORNEY FEES.
04/23/2012	F&R CERTIFICATE OF SERVICE.
04/27/2012	F&R MOTION TO EXPUNGE LIS PENDENS AND REQUEST FOR A HEARING PURSUANT TO NRS 14.015(1).
05/07/2012	F&R OBJECTION TO MOTION TO EXPUNGE LIS PENDENS.

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05/07/2012 F&R ANSWER.
05/16/2012 F&R NOTICE OF HEARING ON MOTION TO EXPUNGE LIS PENDENS PURSUANT TO NRS 14.015(1).
05/18/2012 F&R ORDER ALLOWING TELEPHONIC TESTIMONY OF JANE WHIPPLE (FAX)
05/21/2012 F&R ORDER ALLOWING TELEPHONIC TESTIMONY OF JANE WHIPPLE.
05/21/2012 F&R MOTION FOR WITNESS TESTIMONY BY TELEPHONE ON AN ORDER SHORTENING TIME.
05/21/2012 F&R OBJECTION TO DEFENDANT'S MOTION FOR TELEPHONIC APPEARANCE.
05/21/2012 F&R MOTION TO AMEND COMPLAINT AND ADD PARTIES ON AN ORDER SHORTENING TIME.
05/21/2012 F&R MOTION TO DISQUALIFY ATTORNEY ALISSA C. ENGLER ON AN ORDER SHORTENING TIME.
05/21/2012 F&R MOTION TO CONTINUE HEARING ON LIS PENDENS ISSUE SCHEDULED FOR MAY 25, 2012 ON AN ORDER TO SHORTEN TIME.
05/21/2012 F&R CERTIFICATE OF SERVICE.
05/22/2012 F&R ORDER REGARDING PENDING MOTIONS (FAX).
05/22/2012 F&R CERTIFICATE OF SERVICE (FAX).
05/23/2012 F&R MOTION TO ALLOW WITNESS TESTIMONY BY TELEPHONE ON AN ORDER TO SHORTEN TIME.
05/23/2012 F&R REPLY.
05/23/2012 F&R CERTIFICATE OF SERVICE.
05/23/2012 F&R OPPOSITION TO PLAINTIFF'S MOTION TO CONTINUE HEARING ON LIS PENDENS ISSUE SCHEDULED FOR MAY 25, 2012.
05/23/2012 F&R ORDER REGARDING PENDING MOTIONS.
05/25/2012 F&R OPPOSITION TO PLAINTIFF'S MOTION TO DISQUALIFY ATTORNEY ALISSA C. ENGLER.
05/29/2012 F&R REPLY TO OBJECTION TO DEFENDANT'S MOTION TO EXPUNGE LIS PENDENS.
05/31/2012 F&R RELEASE OF LIS PENDENS.
05/31/2012 F&R NOTICE OF APPEARANCE.
06/06/2012 F&R REPLY TO OPPOSITION TO PLAINTIFF'S MOTION TO DISQUALIFY ATTORNEY ALISSA C. ENGLER.
06/07/2012 F&R OPPOSITION TO PLAINTIFF'S MOTION TO AMEND COMPLAINT AND ADD PARTIES.
06/11/2012 F&R REPLY TO OPPOSITION TO MOTION TO AMEND COMPLAINT AND ADD PARTIES.
06/11/2012 F&R CERTIFICATE OF SERVICE.
10/15/2012 F&R MOTION TO WITHDRAW AS COUNSEL OF RECORD.
01/11/2013 F&R REQUEST TO SUBMIT FOR DECISION BARNEY MCKENNA OLMSTEAD & PACK'S MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR
01/24/2013 F&R ORDER ALLOWING WITHDRAWAL OF COUNSEL OF RECORD.
01/31/2013 F&R ORDER DENYING PLAINTIFF'S MOTION TO DISQUALIFY ATTORNEY ALISSA C. ENGLER.
02/01/2013 F&R CERTIFICATE OF SERVICE.
02/01/2013 F&R NOTICE OF ENTRY OF ORDER.
02/28/2013 F&R NOTICE OF APPEARANCE OF COUNSEL.
10/22/2013 F&R RECEIPT OF COPY.
06/23/2014 F&R DEFENDANTS NRCP 41(E) MOTION TO DISMISS AND REQUEST FOR ATTORNEY'S FEES.
07/10/2014 F&R OPPOSITION TO DEFENDANT'S NRCP 41(E) MOTION TO DISMISS AND REQUEST FOR ATTORNEY'S FEES.
07/22/2014 F&R DEFENDANT'S REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANT'S NRCP 41(E) MOTION TO DISMISS AND REQUEST FOR
07/22/2014 F&R REQUEST TO SUBMIT.
09/04/2014 F&R ORDER GRANTING MOTION TO DISMISS; ORDER DENYING MOTION FOR ATTORNEY FEES.
09/04/2014 F&R CERTIFICATE OF SERVICE.

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03/11/2015 F&R MOTION TO WITHDRAWAL AS COUNSEL.
03/13/2015 F&R ORDER.

DISTRICT COURT
CLARK COUNTY, NEVADA



Betsy Whipple, Plaintiff(s)

Case No.: A-20-827055-B

vs.

Peggy Whipple Reggio, Defendant(s)

Department 13

NOTICE OF HEARING

Please be advised that the Motion to Change Venue in the above-entitled matter is set for hearing as follows:

Date: December 02, 2021

Time: 9:00 AM

Location: RJC Courtroom 03D
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

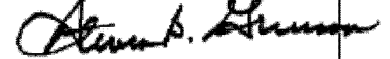
STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Ondina Amos
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Ondina Amos
Deputy Clerk of the Court



Cami M. Perkins, Esq., Nevada Bar No. 9149
Karson D. Bright, Esq., Nevada Bar No. 14837
HOWARD & HOWARD ATTORNEYS PLLC
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, Nevada 89169
Telephone: (702) 257-1483
Facsimile: (702) 567-1568
E-Mail: cp@h2law.com
kdb@h2law.com
Attorneys for Plaintiff Betsy L. Whipple

DISTRICT COURT
CLARK COUNTY, NEVADA

BETSY L. WHIPPLE, an individual,
Plaintiff,

CASE NO.: A-20-827055-B

DEPT NO.: 13

vs.

**BETSY L. WHIPPLE'S ANSWER TO
DEFENDANTS' COUNTERCLAIM**

PEGGY WHIPPLE REGGIO, an individual;
JOHN REGGIO, an individual; DOE
INDIVIDUAL I through X, and ROE
CORPORATIONS I through X,

Defendants.

Plaintiff Betsy Whipple ("Betsy" or "Plaintiff"), by and through her undersigned counsel of record, the law firm of HOWARD & HOWARD, responds to Defendants Peggy Whipple Reggio and John Reggio's (the "Defendants") Counterclaim as follows:

PARTIES AND JURISDICTION

1. Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 1, and therefore denies the same.

2. Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 2, and therefore denies the same.

3. Plaintiff admits the allegations set forth in Paragraph 3.

4. Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 4, and therefore denies the same.

5. Plaintiff admits the allegations set forth in Paragraph 5.

GENERAL FACTUAL ALLEGATIONS

I. Stock Purchase Agreement No. 1

6. Plaintiff admits that she entered into a Stock Purchase Agreement with Defendants. The document referenced in Paragraph 6 speaks for itself. To the extent a further response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 6, and therefore denies any allegations inconsistent with the contents of that document.

7. Plaintiff admits that she entered into a Stock Purchase Agreement with Defendants. The document referenced in Paragraph 7 speaks for itself. To the extent a further response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 7, and therefore denies any allegations inconsistent with the contents of that document.

8. Plaintiff admits that she agreed to pay Defendants \$266,500.00 pursuant to Stock Purchase Agreement No. 1. The document referenced in Paragraph 8 speaks for itself. To the extent a further response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 8, and therefore denies any allegations inconsistent with the contents of that document.

9. The document referenced in Paragraph 9 speaks for itself. To the extent a further response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 9, and therefore denies any allegations inconsistent with the contents of that document.

10. Plaintiff admits to the allegations contained in Paragraph 10.

11. Plaintiff admits that she met all of her obligations under Stock Purchase Agreement No. 1. The remaining allegations in Paragraph 11 consist of legal conclusions and therefore no response is required. To the extent a response is required, Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 11, and therefore denies the same.

II. Stock Purchase Agreement No. 2

12. Plaintiff admits that she entered into Stock Purchase Agreement No. 2 with Defendant Peggy. The document referenced in Paragraph 12 speaks for itself. To the extent a further response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 12, and therefore denies any allegations inconsistent with the contents of that document.

13. Plaintiff admits that she entered into Stock Purchase Agreement No. 2 with Defendant Peggy. The document referenced in Paragraph 13 speaks for itself. To the extent a further response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 13, and therefore denies any allegations inconsistent with the contents of that document.

14. Plaintiff admits that she agreed to pay Defendants \$266,500.00 pursuant to Stock Purchase Agreement No. 2. The document referenced in Paragraph 14 speaks for itself. To the extent a further response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 14, and therefore denies any allegations inconsistent with the contents of that document.

15. The document referenced in Paragraph 15 speaks for itself. To the extent a further response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 15, and therefore denies any allegations inconsistent with the contents of that document.

16. The document referenced in Paragraph 16 speaks for itself. To the extent a further response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 16, and therefore denies any allegations inconsistent with the contents of that document.

17. Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 17, and therefore denies the same.

1 18. Plaintiff is without sufficient knowledge or information to form a belief as to the
2 truth of the allegations set forth in Paragraph 18, and therefore denies the same.

3 **III. Loan from John Reggio to Betsy**

4 19. Plaintiff is without sufficient knowledge or information to form a belief as to the
5 truth of the allegations set forth in Paragraph 19, and therefore denies the same.

6 20. Plaintiff is without sufficient knowledge or information to form a belief as to the
7 truth of the allegations set forth in Paragraph 20, and therefore denies the same.

8 21. Plaintiff is without sufficient knowledge or information to form a belief as to the
9 truth of the allegations set forth in Paragraph 21, and therefore denies the same.

10 22. Plaintiff is without sufficient knowledge or information to form a belief as to the
11 truth of the allegations set forth in Paragraph 22, and therefore denies the same.

12 **FIRST CLAIM FOR RELIEF**

13 **(Breach of Contract – Peggy v. Betsy)**

14 23. Answering Paragraph 23, Plaintiff repeats and realleges her answers to each and
15 every other Paragraph as though fully set forth herein.

16 24. Plaintiff admits that she entered into Stock Purchase Agreement No. 2 with
17 Defendant Peggy. The document referenced in Paragraph 24 speaks for itself. To the extent a
18 further response is required, Plaintiff is without sufficient knowledge or information to form a
19 belief as to the truth of the allegations contained in Paragraph 24, and therefore denies any
20 allegations inconsistent with the contents of that document.

21 25. Plaintiff denies the allegations set forth in Paragraph 25.

22 26. Plaintiff denies the allegations set forth in Paragraph 26.

23 27. Plaintiff denies the allegations set forth in Paragraph 27.

24 28. Plaintiff denies the allegations set forth in Paragraph 28.

25 29. Plaintiff denies the allegations set forth in Paragraph 29.

26 30. Plaintiff denies the allegations set forth in Paragraph 30.

27 31. Plaintiff denies the allegations set forth in Paragraph 31.

SECOND CLAIM FOR RELIEF

(Breach of Implied Covenant of Good Faith and Fair Dealing – Peggy v. Betsy)

32. Answering Paragraph 32, Plaintiff repeats and realleges her answers to each and every other Paragraph as though fully set forth herein.

33. The allegations in Paragraph 33 consist of legal conclusions and therefore no response is required. To the extent a response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 33, and therefore denies the same.

34. Plaintiff admits that she entered into Stock Purchase Agreement No. 2 with Defendant Peggy. The document referenced in Paragraph 34 speaks for itself. To the extent a further response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 34, and therefore denies any allegations inconsistent with the contents of that document.

35. The allegations in Paragraph 35 consist of legal conclusions and therefore no response is required. To the extent a response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 35, and therefore denies the same.

36. The allegations in Paragraph 36 consist of legal conclusions and therefore no response is required. To the extent a response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 36, and therefore denies the same.

37. Plaintiff denies the allegations set forth in Paragraph 37.

38. Plaintiff denies the allegations set forth in Paragraph 38.

39. Plaintiff denies the allegations set forth in Paragraph 39.

40. Plaintiff denies the allegations set forth in Paragraph 40.

41. Plaintiff denies the allegations set forth in Paragraph 41.

42. Plaintiff denies the allegations set forth in Paragraph 42.

THIRD CLAIM FOR RELIEF

(Tortious Breach of Implied Covenant of Good Faith and Fair Dealing – Peggy v. Betsy)

43. Answering Paragraph 43, Plaintiff repeats and realleges her answers to each and every other Paragraph as though fully set forth herein.

44. The allegations in Paragraph 44 consist of legal conclusions and therefore no response is required. To the extent a response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 44, and therefore denies the same.

45. The allegations in Paragraph 45 consist of legal conclusions and therefore no response is required. To the extent a response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 45, and therefore denies the same.

46. The allegations in Paragraph 46 consist of legal conclusions and therefore no response is required. To the extent a response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 46, and therefore denies the same.

47. The allegations in Paragraph 47 consist of legal conclusions and therefore no response is required. To the extent a response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 47, and therefore denies the same.

48. The allegations in Paragraph 48 consist of legal conclusions and therefore no response is required. To the extent a response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 48, and therefore denies the same.

49. Plaintiff denies the allegations set forth in Paragraph 49.

50. Plaintiff denies the allegations set forth in Paragraph 50.

51. Plaintiff denies the allegations set forth in Paragraph 51.

1 52. Plaintiff denies the allegations set forth in Paragraph 52.

2 53. Plaintiff denies the allegations set forth in Paragraph 53.

3 **FOURTH CLAIM FOR RELIEF**

4 **(Conversion – Peggy v. Betsy)**

5 54. Answering Paragraph 54, Plaintiff repeats and realleges her answers to each and
6 every other Paragraph as though fully set forth herein.

7 55. Plaintiff denies the allegations set forth in Paragraph 55.

8 56. Plaintiff denies the allegations set forth in Paragraph 56.

9 57. Plaintiff denies the allegations set forth in Paragraph 57.

10 58. Plaintiff denies the allegations set forth in Paragraph 58.

11 59. Plaintiff denies the allegations set forth in Paragraph 59.

12 60. Plaintiff denies the allegations set forth in Paragraph 60.

13 **FIFTH CLAIM FOR RELIEF**

14 **(Indemnification – Peggy v. Betsy)**

15 61. Answering Paragraph 61, Plaintiff repeats and realleges her answers to each and
16 every other Paragraph as though fully set forth herein.

17 62. The document referenced in Paragraph 62 speaks for itself. To the extent a
18 further response is required, Plaintiff is without sufficient knowledge or information to form a
19 belief as to the truth of the allegations contained in Paragraph 62, and therefore denies any
20 allegations inconsistent with the contents of that document.

21 63. The allegations in Paragraph 63 consist of legal conclusions and therefore no
22 response is required. To the extent a response is required, Plaintiff is without sufficient
23 knowledge or information to form a belief as to the truth of the allegations contained in
24 Paragraph 63, and therefore denies the same.

25 64. Plaintiff denies the allegations set forth in Paragraph 64.

26 65. Plaintiff denies the allegations set forth in Paragraph 65.

27 **SIXTH CLAIM FOR RELIEF**

(Declaratory Relief – Peggy v. Betsy)

66. Answering Paragraph 66, Plaintiff repeats and realleges her answers to each and every other Paragraph as though fully set forth herein.

67. The allegations in Paragraph 67 consist of legal conclusions and therefore no response is required. To the extent a response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 67, and therefore denies the same.

68. The allegations in Paragraph 68 consist of legal conclusions and therefore no response is required. To the extent a response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 68, and therefore denies the same.

69. Plaintiff denies the allegations set forth in Paragraph 69.

70. Plaintiff denies the allegations set forth in Paragraph 70.

SEVENTH CLAIM FOR RELIEF

(Declaratory Relief – Defendants v. Betsy)

71. Answering Paragraph 71, Plaintiff repeats and realleges her answers to each and every other Paragraph as though fully set forth herein.

72. The allegations in Paragraph 72 consist of legal conclusions and therefore no response is required. To the extent a response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 72, and therefore denies the same.

73. The allegations in Paragraph 73 consist of legal conclusions and therefore no response is required. To the extent a response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 73, and therefore denies the same.

74. Plaintiff denies the allegations set forth in Paragraph 74.

75. Plaintiff denies the allegations set forth in Paragraph 75.

EIGHTH CLAIM FOR RELIEF

(Breach of Contract – John v. Betsy)

76. Answering Paragraph 76, Plaintiff repeats and realleges her answers to each and every other Paragraph as though fully set forth herein.

77. Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 77, and therefore denies the same.

78. Plaintiff denies the allegations set forth in Paragraph 78.

79. Plaintiff denies the allegations set forth in Paragraph 79.

80. Plaintiff denies the allegations set forth in Paragraph 80.

81. Plaintiff denies the allegations set forth in Paragraph 81.

82. Plaintiff denies the allegations set forth in Paragraph 82.

83. Plaintiff denies the allegations set forth in Paragraph 83.

84. Plaintiff denies the allegations set forth in Paragraph 84.

NINTH CLAIM FOR RELIEF

(Contractual Breach of Implied Covenant of Good Faith and Fair Dealing – John v. Betsy)

85. Answering Paragraph 85, Plaintiff repeats and realleges her answers to each and every other Paragraph as though fully set forth herein.

86. The allegations in Paragraph 86 consist of legal conclusions and therefore no response is required. To the extent a response is required, Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 86, and therefore denies the same.

87. Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 87, and therefore denies the same.

88. The allegations in Paragraph 88 consist of legal conclusions and therefore no response is required. To the extent a response is required, Plaintiff is without sufficient

1 knowledge or information to form a belief as to the truth of the allegations contained in
2 Paragraph 88, and therefore denies the same.

3 89. The allegations in Paragraph 89 consist of legal conclusions and therefore no
4 response is required. To the extent a response is required, Plaintiff is without sufficient
5 knowledge or information to form a belief as to the truth of the allegations contained in
6 Paragraph 89, and therefore denies the same.

7 90. Plaintiff denies the allegations set forth in Paragraph 90.

8 91. Plaintiff denies the allegations set forth in Paragraph 91.

9 92. Plaintiff denies the allegations set forth in Paragraph 92.

10 93. Plaintiff denies the allegations set forth in Paragraph 93.

11 94. Plaintiff denies the allegations set forth in Paragraph 94.

12 95. Plaintiff denies the allegations set forth in Paragraph 95.

13 **TENTH CLAIM FOR RELIEF**

14 **(Tortious Breach of Implied Covenant of Good Faith and Fair Dealing – John v. Betsy)**

15 96. Answering Paragraph 96, Plaintiff repeats and realleges her answers to each and
16 every other Paragraph as though fully set forth herein.

17 97. The allegations in Paragraph 97 consist of legal conclusions and therefore no
18 response is required. To the extent a response is required, Plaintiff is without sufficient
19 knowledge or information to form a belief as to the truth of the allegations contained in
20 Paragraph 97, and therefore denies the same.

21 98. The allegations in Paragraph 98 consist of legal conclusions and therefore no
22 response is required. To the extent a response is required, Plaintiff is without sufficient
23 knowledge or information to form a belief as to the truth of the allegations contained in
24 Paragraph 98, and therefore denies the same.

25 99. Plaintiff denies the allegations set forth in Paragraph 99.

26 100. Plaintiff is without sufficient knowledge or information to form a belief as to the
27 truth of the allegations set forth in Paragraph 100, and therefore denies the same.

1 101. The allegations in Paragraph 101 consist of legal conclusions and therefore no
2 response is required. To the extent a response is required, Plaintiff is without sufficient
3 knowledge or information to form a belief as to the truth of the allegations contained in
4 Paragraph 101, and therefore denies the same.

5 102. Plaintiff denies the allegations set forth in Paragraph 102.

6 103. Plaintiff denies the allegations set forth in Paragraph 103.

7 104. Plaintiff denies the allegations set forth in Paragraph 104.

8 105. Plaintiff denies the allegations set forth in Paragraph 105.

9 106. Plaintiff denies the allegations set forth in Paragraph 106.

10 **ELEVENTH CLAIM FOR RELIEF**

11 **(Conversion – John v. Betsy)**

12 107. Answering Paragraph 107, Plaintiff repeats and realleges her answers to each
13 and every other Paragraph as though fully set forth herein.

14 108. Plaintiff denies the allegations set forth in Paragraph 108.

15 109. Plaintiff denies the allegations set forth in Paragraph 109.

16 110. Plaintiff denies the allegations set forth in Paragraph 110.

17 111. Plaintiff denies the allegations set forth in Paragraph 111.

18 112. Plaintiff denies the allegations set forth in Paragraph 112.

19 113. Plaintiff denies the allegations set forth in Paragraph 113.

20 **AFFIRMATIVE DEFENSES**

21 1. The Counterclaim fails to state valid causes of action against Plaintiff.

22 2. Defendants lack standing as they have not suffered any injury.

23 3. The claims asserted are barred by waiver, laches, estoppel, and/or unclean hands.

24 4. Defendants' claims are barred due to the fraud and deceit on the part of the
25 Defendants.

26 5. Defendants' claims are barred by the applicable statute of limitations or statute
27 of repose.

- 1 6. Defendants' claims are barred by the statute of frauds.
- 2 7. Defendants' claims are barred by the parol evidence rule.
- 3 8. Defendants failed to mitigate its damages, if any.
- 4 9. Whatever damages were sustained by Defendants, if any, were caused in whole
- 5 or in part or were contributed to by Defendants' own actions.
- 6 10. Defendants' claims are barred by the doctrine of anticipatory repudiation.
- 7 11. Defendants' claims are barred to the extent they resulted from undue influence,
- 8 duress, or exploitation.
- 9 12. Defendants' claims are barred due to Defendants' failure to act in good faith or
- 10 deal fairly with Plaintiff.
- 11 13. Defendants suffered no damage and therefore are not entitled to any relief.
- 12 14. Plaintiff at all times herein acted reasonably and in good faith in discharging her
- 13 obligations and duties, if any.
- 14 15. Plaintiff acted in conformity with the law and with reasonableness in discharging
- 15 her duties.
- 16 16. Plaintiff has properly and legally fulfilled her duties and obligations, if any, to
- 17 Defendants.
- 18 17. Defendants' claims, and each of them, are barred, in whole or in part, by the
- 19 doctrines of mistake, excuse and/or nonperformance.
- 20 18. Defendants' claims are barred by Defendants' ratification and confirmation.
- 21 19. Plaintiff performed on her part, each and every term and conditions owed by her
- 22 to Defendants.
- 23 20. Defendants' damages are speculative, and not foreseeable within the terms of
- 24 the agreements, if any, between the parties.
- 25 21. Plaintiff's conduct was not oppressive, fraudulent, nor committed with malice.
- 26 22. Plaintiff has committed no deceptive acts.
- 27

1 23. Plaintiff has been forced to retain the services of an attorney to defend this action
2 and is therefore entitled to an award of reasonable attorneys' fees and costs.

3 24. Defendants' damages, the existence of which are denied, were caused, in whole
4 or in part, or contributed to by reason of the acts, omissions, negligence, and/or intentional
5 misconduct of third parties over which Plaintiff has no control.

6 25. Pursuant to NRCP 8 and 11, as amended, all possible affirmative defenses may
7 not have been alleged herein insofar as sufficient facts were not available after reasonable
8 inquiry upon the filing of this Answer, and therefore, Plaintiff reserves the right to amend her
9 Answer to allege additional affirmative defenses if subsequent investigation so warrants.

10 **WHEREFORE**, Plaintiff requests relief as follows:

- 11 1. Dismissal with prejudice of Defendants' Counterclaim;
- 12 2. Costs and attorneys' fees incurred in connection with this action;
- 13 3. Pre and post judgment interest on all amounts awarded; and
- 14 4. Any other such relief as the Court deems just and equitable.

15 DATED: October 28, 2021.

16 **HOWARD & HOWARD ATTORNEYS PLLC**

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/s/ Karson D. Bright

Cami M. Perkins, Nevada Bar No. 9149
Karson D. Bright, Nevada Bar No. 14837
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, Nevada 89169

Attorneys for Plaintiff Betsy L. Whipple

CERTIFICATE OF SERVICE

I hereby certify that on October 29th, 2021, I caused a true and accurate copy of the foregoing document entitled, **BETSY L. WHIPPLE'S ANSWER TO DEFENDANTS' COUNTERCLAIM**, to be served electronically via the Court's filing system and by regular mail to the last known address of the below parties:

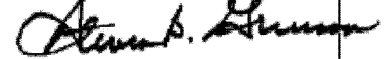
T. Augustus Claus
Legal Resource Group, LLC
205 N. Stephanie Street, Suite D221
Henderson, Nevada 89074

John and Peggy Reggio
5551 S. Four peaks Pl.
Chandler, AZ 85249

I declare under penalty of perjury under the laws of the State of Nevada that the above is true and correct.

By: /s/ Joshua S. Daor

An employee of Howard & Howard Attorneys PLLC



Cami M. Perkins, Esq., Nevada Bar No. 9149
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kdb@h2law.com
Attorneys for Plaintiff, Betsy L. Whipple

DISTRICT COURT
CLARK COUNTY, NEVADA

BETSY L. WHIPPLE, an individual,

Plaintiff,

vs.

PEGGY WHIPPLE REGGIO, an individual;
JOHN REGGIO, an individual; DOE
INDIVIDUAL I through X, and ROE
CORPORATIONS I through X,

Defendants.

CASE NO.: A-20-827055-B

DEPT NO.: 13

**BETSY L. WHIPPLE'S OPPOSITION
TO DEFENDANTS' MOTION TO
CHANGE VENUE**

Date of Hearing: December 2, 2021
Time of Hearing: 9:00 a.m.

Plaintiff Betsy Whipple ("Betsy" or "Plaintiff"), by and through her undersigned counsel of record, the law firm of HOWARD & HOWARD, hereby files this Opposition to Defendants' Motion Change Venue to Lincoln County (this "Opposition").

This Opposition is based on the pleadings and papers on file herein, the following Memorandum of Points and Authorities below, the exhibits attached hereto, and any argument of counsel that the Court may entertain at the time of any hearing on this Motion.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This is a breach of contract action related to the sale of Defendants' shares in Whipple Cattle Company Incorporated, a Nevada corporation ("WCC"), and falls squarely within the scope of EDCR 1.61 as a business court matter, which is why Betsy chose to file this action in the Eighth Judicial District Court's business court. Betsy's chosen forum should not be disturbed by

1 Defendants' attempt to conflate what they are obligated to do, and Defendants have failed to show
2 any exceptional circumstances whatsoever supporting Lincoln County as an alternative proper
3 forum. No party to this action is "obligated to perform an obligation at a particular place," and
4 certainly not obligated to perform anything specifically in Lincoln County, Nevada. In order to
5 perform their contractually-agreed obligations, Defendants are simply obligated to effectuate the
6 transfer of their shares to Plaintiff. Indeed, they admittedly transferred a portion of the shares they
7 were required to transfer, and the transfer never required them to be in Lincoln County, Nevada.
8 The "particular place" of Defendants' performance is irrelevant. Defendants' argument to the
9 Court that because WCC's resident agent is located in the remote location of Lincoln County
10 requiring a change in venue is illogical and borderline frivolous.

11 Second, Defendants have not shown any exceptional circumstances whatsoever which
12 would support changing the forum to Lincoln County, Nevada, and a plaintiff's selected forum
13 choice may only be denied upon a showing of exceptional circumstances. To the contrary, here,
14 this is a business court case, and NRS 13.050(2)(d) specifically provides that business court cases
15 should be litigated in business courts and precludes the Court from transferring the case to a
16 Nevada venue without a business court. Lincoln County does not have a business court. If any
17 "exceptional circumstances" exist which necessitate maintaining the forum in this Court, it is the
18 fact that this dispute is solely regarding Betsy's purchase of Defendants' shares in WCC, is
19 accordingly a business court case, and should therefore remain in this Court.

20 **II. RELEVANT FACTS**

21 The sole issues in this matter relate to Defendants' sale of their shares in membership
22 interest in WCC to Betsy. Betsy filed her Complaint against the Defendants on December 29,
23 2021. *See* Complaint, on file herein. The allegations in the Complaint are exceedingly simple and
24 on their face demonstrate why Betsy chose to file this matter in business court located in the Eighth
25 Judicial District Court, Clark County, Nevada, pursuant to EDCR 1.61.

26 As provided in the Complaint, in 1993, a ranch located in Hiko, Nevada consisting of
27 1,060 acres commonly known as the "River Ranch" became available to purchase. Betsy, along

1 with her mother, Jane Whipple (“Jane Whipple”), and Bret Whipple and Kirt Whipple (Betsy’s
2 brothers) determined to collectively purchase the River Ranch and pursue ranching operations
3 on the River Ranch. Thereafter, the family formed WCC and they purchased the River Ranch
4 in the name of WCC.

5 According to the WCC corporate records, initially Jane Whipple owned 700 shares of
6 WCC’s stock and Plaintiff, Bret Whipple, and Kirt Whipple each owned 100 shares. In January
7 of 1997, Jane sold 100 of her 700 shares of stock in WCC to Defendants. In January of 1998,
8 Jane Whipple sold 100 of her remaining 600 shares of stock in WCC to Cody Whipple (another
9 one of Betsy’s brothers). In January of 2004, Jane Whipple gave, transferred and assigned her
10 remaining 500 shares of stock in WCC to each of her five (5) children, leaving Jane Whipple
11 with no further shares of stock in WCC. Therefore, as of January of 2004, each of Plaintiff, Bret
12 Whipple, Kirt Whipple, Cody Whipple, and Peggy Reggio owned 200 shares of stock in WCC
13 (Peggy owned 100 shares in her individual capacity and 100 shares jointly with John Reggio).

14 In January 2012, Defendants agreed to sell their 200 shares of stock in WCC, which
15 constituted a twenty percent (20%) interest in WCC, to Betsy. See Exhibit B to Defendants’
16 Motion, Stock Purchase Agreement 1; Exhibit C to Defendants Motion, Stock Purchase
17 Agreement 2 (together, the “Stock Purchase Agreements”). The Stock Purchase Agreements
18 provide for a down payment by Betsy and additional annual payments. *Id.* There is no dispute
19 over Stock Purchase Agreement 1 – Defendants have conceded that Betsy paid all fees necessary
20 to effectuate the transaction and Defendants, in turn, turned over the stock certificate to Betsy.
21 The issue underlying this lawsuit relates to Stock Purchase Agreement 2 – and the issue is whether
22 Defendants are in breach of that agreement for failing to transfer the stock certificate upon
23 execution of Stock Purchase Agreement 2 as required pursuant to its terms.

24 Nowhere in the Stock Purchase Agreements is there any reference whatsoever to Lincoln
25 County, Nevada, nor is there any forum selection provision. *Id.* There is solely a choice of law
26 provision which provides that Nevada law governs. *Id.* And ironically, notwithstanding
27 Defendants’ insensible argument that they must perform their obligations under Stock Purchase

1 Agreement 2 in Lincoln County, Nevada, they had no problem at all performing their obligations
 2 under Stock Purchase Agreement 1 from the comfort of their home in Arizona, several hundred
 3 miles away from Lincoln County. That's because there is nothing for Defendants to do in Lincoln
 4 County, Nevada in order to cure their breach of Stock Purchase Agreement 2. They need only
 5 deliver their stock certificate, just like they did with Stock Purchase Agreement 1.

6 **III. LEGAL STANDARD AND ARGUMENT**

7 **A. NRS 13.010(1) is not Applicable**

8 This case is about one thing: the sale of Defendants' shares in WCC to Betsy. There is
 9 nothing special or unique about the Stock Purchase Agreements or the transactions contemplated
 10 therein which require Defendants to perform their obligations in Lincoln County, Nevada.
 11 Defendants misleadingly assert that WCC's registered agent and one of its directors (Jane
 12 Whipple, a non-party to this action) lives in Lincoln County, which has nothing to do with
 13 anything in this matter and certainly nothing to do with Defendants' obligations under the Stock
 14 Purchase Agreements. If Defendants' logic were applied as they would have it, any corporation
 15 attempting to evade the jurisdiction of Clark County, and specifically, its specialized business
 16 courts, would simply designate its Registered Agent as an individual in a remote Nevada location
 17 (and Nevada has several) and argue its Registered Agent is necessary for "performance" of
 18 contracts its shareholders are a party to and any action must be brought there. This result would
 19 be nonsensical on every level and defeat the purpose of the creation of the specialized business
 20 courts.

21 Second, Defendants make a complete misrepresentation to the Court by stating that in her
 22 Complaint, "Betsy alleges that Peggy and John breached the SPAs by failing to deliver to her, in
 23 Lincoln County, Nevada, their stock certificates." See Motion at p. 3:24-26. Defendants cite to
 24 Betsy's complaint and state that "Betsy avers and acknowledges in her Complaint that the SPAs
 25 were to be performed in Lincoln County." *Id.* This is a blatant falsehood; nowhere, anywhere
 26 does Betsy reference Peggy and John failing to deliver the stock certificate in Lincoln County,
 27 Nevada, nor does Betsy allege anywhere that the Stock Purchase Agreements were to be

1 performed in Lincoln County. In fact, the only references in the Complaint to Lincoln County are
 2 (i) the reference to the fact that Betsy resides in Lincoln County; and (ii) the reference to the fact
 3 that the events described in the Complaint occurred in Clark County and in Lincoln County,
 4 Nevada. There is no reference whatsoever, in the Complaint or in the Stock Purchase Agreements,
 5 which requires any act whatsoever to be performed in Lincoln County, Nevada, and Defendants’
 6 misrepresentation to the Court is alarming to say the least.

7 Defendants do have obligations to perform – they need to deliver the stock certificate under
 8 Stock Purchase Agreement 2 to Betsy, as they agreed to do, but that can be done from the comfort
 9 of their home in Arizona (just like they did under the first Stock Purchase Agreement), it can be
 10 done right here in Clark County, it can even be done from across the country or from across the
 11 world. The Stock Purchase Agreements have absolutely nothing to do with Lincoln County,
 12 Nevada, and Defendants’ argument that NRS 13.010(1) somehow applies to this matter is
 13 senseless.¹

14 **B. Plaintiff Chose to File in Business Court and That Should not be Disrupted**

15 “[A] plaintiff’s selected forum choice may only be denied under exceptional
 16 circumstances strongly supporting another forum.” *Mountain View Rec. v. Imperial*
 17 *Commercial*, 129 Nev. 413, 419, 305 P.3d 881, 885 (2013) (citation omitted). Defendants have
 18 cited to no circumstances which would support another forum, let alone “exceptional”
 19 circumstances. If anything, it is Betsy who has shown the exceptional circumstances (even
 20

21 ¹ Almost as troubling as Defendants’ attempted but failed legal argument is the fact that
 22 their cohorts made the exact same arguments, which were rejected multiple times by this very
 23 Court recently in Department 27 (although heard by Department 14 because the original ruling
 24 was made by Department 14). *See* Order Granting Plaintiff’s Motion for Reconsideration dated
 25 January 27, 2021, Case No. A-19-790929-B (the “Whipple v. Whipple Case”). In a separate but
 26 tangentially related case, Defendant Peggy Whipple Reggio’s siblings also argued that NRS
 27 13.010 applied and attempted to change the venue to their home turf of Lincoln County. Their
 arguments were rejected by the Court, which specifically found that “this action is a business
 dispute specifically relating to the rights and interests of Plaintiff with regard to WCC, a
 corporation, versus a dispute over the real property owned by WCC located in Lincoln County,
 Nevada. Therefore, the grounds set forth in NRS 13.010 do not apply.” *See* Order dated January
 27, 2021, on file herein.

though that is not her burden to show) as to why this matter must be heard by this Court and why she filed in this Court in the first place. This matter falls squarely within the scope of EDCR 1.61. Specifically, this matter is a dispute between the parties related to the sale of Defendants' shares in WCC. And EDCR 1.61(a)(iii) specifically defines business matters as "[c]laims arising from the purchase or sale of... the stock of a business..." Further, EDCR 1.61(c)(3) is unambiguous, and provides:

(c) Assignment of business matters.

(3) Any party aggrieved by designation of a case as a business matter may seek review by the business court judge within ten (10) days of receipt of the assignment of the case to a business court judge or within ten (10) days of filing a responsive pleading, whichever is later.

(4) The business court judge shall decide whether a case is or is not a business matter and that decision shall not be appealable or reviewable by writ. Any matter not deemed a business matter shall be randomly reassigned if it was originally assigned to the business court judge. If a case was submitted to the business court judge to determine whether it is a business matter and the business court judge rules that it is not, that case will be remanded to the department from which it came.

NRS 13.050(2)(d) specifically provides that business court cases should be litigated in business courts and precludes the Court from transferring the case to a Nevada venue without a business court. Lincoln County does not have a business court. Unlike Lincoln County, Clark County has a business court specifically established to business matters such as this one.

Because Betsy's choice of forum was proper, and Defendants have failed to identify or demonstrate exceptional circumstances to support a change of venue, change of venue in this case is improper and the Motion should be denied in its entirety.

IV. CONCLUSION

This is not a case about an obligation needing to be performed in a particular place, and definitely not about Defendants' failed performance needing to be in Lincoln County, Nevada. This is a business court case, and that is the reason it was filed in Clark County and specifically

1 in business court. Based on the foregoing, Betsy respectfully requests that the Court deny
2 Defendants' Motion.

3 DATED: November 9, 2021.

4 **HOWARD & HOWARD ATTORNEYS PLLC**

5 /s/ Cami M. Perkins

6 Cami M. Perkins, Nevada Bar No. 9149
7 Karson D. Bright, Nevada Bar No. 14837
8 3800 Howard Hughes Parkway, Suite 1000
9 Las Vegas, Nevada 89169
10 *Attorneys for Plaintiff Betsy L. Whipple*

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CERTIFICATE OF SERVICE

I hereby certify that on November 9, 2021, I caused a true and accurate copy of the foregoing document entitled, **BETSY L. WHIPPLE'S OPPOSITION TO DEFENDANTS' MOTION TO CHANGE VENUE**, to be served electronically via the Court's filing system:

T. Augustus Claus
Legal Resource Group, LLC
205 N. Stephanie Street, Suite D221
Henderson, Nevada 89074

I declare under penalty of perjury under the laws of the State of Nevada that the above is true and correct.

By: /s/ Joshua WS Daor

An employee of Howard & Howard Attorneys PLLC



1 T. AUGUSTUS CLAUS, ESQ.
2 LEGAL RESOURCE GROUP, LLC.
3 Nevada Bar No. 10004
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DISTRICT COURT

CLARK COUNTY, NEVADA

BETSY L. WHIPPLE, an individual,

Plaintiff/Counterdefendant,

vs.

PEGGY WHIPPLE REGGIO, an
individual, JOHN REGGIO, an individual,
DOE INDIVIDUALS I through X; and
ROE CORPORATIONS I through X,

Defendants/Counterclaimants.

CASE NO. A-20-827055-B

DEPT. NO. 13

Hearing Date: December 2, 2021
Hearing Time: 9:00 a.m.

DEFENDANTS' REPLY TO
PLAINTIFF'S OPPOSITION TO
DEFENDANTS' MOTION TO
CHANGE VENUE

COME NOW, Defendants/Counterclaimants, Peggy Whipple Reggio and John Reggio,
by and through their attorney of record, T. Augustus Claus, Esq., Legal Resource Group,
LLC, and hereby submit Defendants' Reply to Plaintiff's Opposition to Defendant's Motion
to Change Venue. This Reply is made and based upon the Points and Authorities attached
hereto, all papers and pleadings on file herein, as well as any evidence which may be
presented at the hearing of this action.

DATED this 16th day of November, 2021.

LEGAL RESOURCE GROUP, LLC.

/s/ T. Augustus Claus

T. AUGUSTUS CLAUS, ESQ. (NVB# 10004)

205 N. Stephanie St., Suite D221

Henderson, NV 89074

Attorney for Defendants/Counterclaimants

1 I.

2 MEMORANDUM OF POINTS AND AUTHORITIES

3 If a demand for a change of venue is filed in a timely manner, and no defendants
4 reside in the county in which the action is filed, and that county is not otherwise a proper
5 venue, then removal is mandatory. Washoe County v. Wildeveld, 103 Nev. 380, 382, 741
6 P.2d 810 (1987), *citing* Western Pacific R.R. Co. v. Krom, 102 Nev. 40, 714 P.2d 182 (1986);
7 Williams v. Keller, 6 Nev. 141 (1870). Once a timely demand is filed, the plaintiff has the
8 burden of proving that the county in which the action is filed is indeed a proper venue.
9 Wildeveld, 103 Nev. at 382, *citing* Ash Springs Dev. Corp. v. Crunk, 95 Nev. 73, 589 P.2d
10 1023 (1979).

11 A.

12 PEGGY AND JOHN FILED THEIR DEMAND AND MOTION IN A TIMELY
13 MANNER

14 Betsy filed her Complaint on December 29, 2020. In an Amended Order granting service
15 by publication filed August 3, 2021, the Court ordered “that service of the Summons and
16 Complaint shall be deemed complete at the expiration of four weeks from the first
17 publication, or the expiration of four weeks after deposit of service by mail, whichever date is
18 later.” *See Amended Order*, page 2. In the Proof of Service filed by Betsy on September 20,
19 2021, Betsy certifies that the Summons and Complaint were mailed to Peggy and John at
20 5551 South Four Peaks Place, Chandler, Arizona 85249 on September 13, 2021. *See Proof of*
21 *Service*, Exhibit 6. Four weeks from September 13, 2021 is October 11, 2021. In order for the
22 demand to be timely filed, it must be filed before the time for answering expires. Hood v.
23 Kirby, 98 Nev. 386, 387, 663 P.2d 349 (1983), *citing* NRS 13.050(1). Peggy and John filed
24 their Demand and Motion on October 23, 2021, prior to the time for answering expired.

25 After filing their Demand and Motion, Peggy and John filed their Answer and
26 Counterclaim. In this regard, “it is apparent that a defendant who is not a resident of the
27 county where the action is brought, who does not file a Rule 12(b) motion, and who wishes to
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1 demand a change of venue, must file his answer and demand a change of venue within the 20-
2 day limitation period... Compliance with the rules for answering should never constitute a
3 waiver of one's statutory right to demand a change of venue... Furthermore, as Rule 12(b)
4 explicitly states that no objection is waived by being joined with another defense (except as
5 otherwise specified), it follows that the objection of improper venue is not waived by an
6 answer to the merits.” Byers v. Graton, 82 Nev. 92, 94, 411 P.2d 480 (1966).

7 Accordingly, Peggy and John have filed their Demand and Motion in a timely manner.
8 Also, Peggy and John’s Demand and Motion are not affected by the filing of their Answer
9 and Counterclaim.

10 **B.**

11 **PEGGY AND JOHN DO NOT RESIDE IN CLARK COUNTY, NEVADA**

12 It is undisputed that neither Peggy nor John resides in Clark County, Nevada. *See*
13 Complaint, paragraphs 2-3.

14 **C.**

15 **BETSY HAS NOT MET HER BURDEN OF PROVING THAT CLARK COUNTY,**
16 **NEVADA IS A PROPER VENUE**

17 Pursuant to Wildeveld, a case Betsy ignores in her Opposition, Betsy has the burden of
18 proving that Clark County, Nevada is a proper venue. *See* Wildeveld, 103 Nev. at 382. The
19 instant case is a contract action, meaning that the proper venue is the county in which the
20 obligation is to be performed. *See* Wildeveld, 103 Nev. at 382, *citing* NRS 13.010(1). In her
21 Opposition, Betsy does not even attempt to prove that Clark County, Nevada is the county in
22 which the contract obligations are to be performed. Rather, Betsy claims that the proper
23 venue for this case can be any county in the world. *See* Opposition, page 5, lines 7-11.
24 Otherwise, Betsy hurls red herrings at the Court, as discussed below.

25 **1. NRS 13.050(2)(d) is inapplicable.**

26 Relying upon NRS 13.050(2)(d), Betsy asserts that “business court cases should be
27 litigated in business courts and precludes the Court from transferring the case to a Nevada
28

venue without a business court.” See Opposition, page 2, lines 13-16. NRS 13.050(2)(d) applies to “defendants” and to cases “commenced in a county without a business court.” See NRS 13.050(2)(d) (“When any defendant in a case commenced in a county without a business court...”). NRS 13.050(2)(d) is inapplicable to the issue at bar and in no way precludes this Court from transferring this case to a venue without a business court. Betsy’s reliance on NRS 13.050(2)(d) does not at all serve to satisfy Betsy’s burden of proving that Clark County, Nevada is a proper venue.

2. Peggy and John need not prove “exceptional circumstances.”

Relying upon one case, Mt. View Rec., Inc. v. Imperial Commer. Cooking Equip. Co., 129 Nev. 413, 305 P.3d 881 (2013), Betsy asserts that “a plaintiff’s selected forum choice may only be denied under exceptional circumstances strongly supporting another forum.” See Opposition, page 5, lines 15-17. In Mt. View Rec., Inc., the district court granted a motion to change venue from Nye County to Clark County based on the doctrine of forum non conveniens and its findings that existing courtroom facilities in Pahrump, located in Nye County, were inadequate to accommodate a trial in the underlying matter. Id. at 416. The Nevada Supreme Court concluded that the district court abused its discretion by granting the motion for change of venue. Id.

“The doctrine of forum non conveniens is statutorily embodied in NRS 13.050.” Id. at 419, citing Cariaga v. Eighth Judicial Dist. Court, 104 Nev. 544, 547, 762 P.2d 886, 888 (1988). “NRS 13.050(2)(c) states that ‘[t]he court may, on motion, change the place of trial... [w]hen the convenience of the witnesses and the ends of justice would be promoted by the change.’” Mt. View Rec., Inc., 129 Nev. at 419. In such instances, a plaintiff’s selected forum choice may only be denied under exceptional circumstances strongly supporting another forum. Id., citing Eaton v. Second Judicial Dist. Court, 96 Nev. 773, 774-75, 616 P.2d 400, 401 (1980), *overruled on other grounds by* Pan v. Eighth Judicial Dist. Court, 120 Nev. 222, 228, 88 P.3d 840, 844 (2004). “A motion for change of venue based on forum non conveniens must be supported by affidavits so that the district court can assess whether there are any

factors present that would establish such exceptional circumstances.” Mt. View Rec., Inc., 129 Nev. at 419, *citing* Eaton, 96 Nev. at 775.

Peggy and John’s Motion is not based upon forum non conveniens pursuant to NRS 13.050(2)(c) (“The court may, on motion or stipulation, change the place of the proceeding in the following cases:…When the convenience of the witnesses and the ends of justice would be promoted by the change.”). John and Peggy’s motion is grounded upon NRS 13.010(1), which is mandatory in nature (“…the action must be commenced…must be tried in the county in which such obligation is to be performed or in which the person resides…”). NRS 13.010(1) requires that the demand and motion be filed in a timely manner, showing that no defendants reside in the county in which the action is filed, and that the county is not otherwise a proper venue. Wildeveld, 103 Nev.at 382. Peggy and John are not required to prove “exceptional circumstances” as John and Peggy’s motion is not a motion invoking forum non conveniens.

Mt. View Rec., Inc. is inapplicable to this matter and does not at all serve to satisfy Betsy’s burden of proving that Clark County, Nevada is a proper venue.

3. Case No. A-19-790929-B (“Betsy I”).

Without citing to any legal authority, Betsy claims that NRS 13.010(1) is not applicable, professionally concluding that “Defendants’ argument that NRS 13.010(1) somehow applies to this matter is senseless,” referring this Court to Case No. A-19-790929-B (“Betsy I”). *See* Opposition, page 5, lines 11-13. In “Betsy I,” Betsy is suing, among others, her brothers, mother, and Whipple Cattle Company (“WCC”). *See* “Betsy I” Complaint. Betsy did not sue Peggy or John in “Betsy I.” In said case, Betsy is pursuing the following causes of action: 1. Injunction to Prevent Transfer of Cattle and for Return of Cattle, 2. Injunction to Prevent Building of Cabins on WCC Property Without Shareholder Consent as Required in the Bylaws, 3. Injunction to Prevent Mobile Home Development on WCC Property Without Shareholder Consent as Required in the Bylaws, 4. Injunction to Prevent Defendant Kathryn Wetzel from Developing and/or Moving onto WCC Property, 5. Breach of Fiduciary Duty-

1 Annual Documents, 6. Breach of Fiduciary Duty-Corporate Documents,
2 7. Breach of Fiduciary Duty-Certificates for Shares, 8. Breach of Fiduciary Duty-K1s,
3 9. Conversion, 10. Fraud-Bylaw Signature Page, and, 11. Unjust Enrichment. See “Betsy I”
4 Complaint.

5 In “Betsy I,” Betsy alleges that three of the individual defendants reside in Clark County,
6 Nevada. See “Betsy I” Complaint, paragraphs 2, 4, and 13. In “Betsy I,” the venue issue is
7 also muddled by defendants including one corporation, one limited liability company, and one
8 Trust. See “Betsy I” Complaint.

9 For NRS 13.010(1) to apply, “no defendants” can reside in the county in which the action
10 is filed. See Wildeveld, 103 Nev. at 382. In “Betsy I,” three of the individual defendants
11 reside in Clark County. Therefore, it is no surprise that Department 14 may have found NRS
12 13.010(1) inapplicable. In contrast, in the instant case, neither Peggy nor John resides in
13 Clark County, Nevada. NRS 13.010(1) is therefore applicable to the issue at bar.

14 Also, neither Peggy nor John is a party or in privity with a party in “Betsy I.” Therefore,
15 the venue issue herein is not precluded by any venue determinations in “Betsy I.” See Five
16 Star Capital Corp. v. Ruby, 124 Nev. 1048, 1055, 194 P.3d 709 (2008).

17 Case No. A-19-790929-B (“Betsy I”), and any orders entered therein, are inapplicable to
18 the instant matter. Case No. A-19-790929-B (“Betsy I”), and any orders entered therein, do
19 not serve to satisfy Betsy’s burden of proving that Clark County, Nevada is a proper venue.

20 **4. Removal is mandatory.**

21 Peggy and John’s Demand and Motion assert that no defendants reside in Clark County,
22 Nevada. See Wildeveld, 103 Nev. at 382. Peggy and John’s assertion is supported by Betsy’s
23 Complaint and executed affidavits. See Id. Once a timely Demand and Motion are filed,
24 Betsy has the burden of proving that Clark County is a proper venue. See Id., citing Ash
25 Springs Dev. Corp. v. Crunk, 95 Nev. 73, 589 P.2d 1023 (1979). Betsy has not come
26 forward with any evidence contrary to the position that neither Peggy nor John resides in
27 Clark County. See Wildeveld, 103 Nev. at 382. Betsy has not come forward with any
28

1 evidence that Clark County is the situs of the contracts' performance and thus a proper venue
2 pursuant to NRS 13.010(1). *See Id.* Betsy has failed to meet her burden of proving that Clark
3 County is a proper county for the commencement of this action. *See Id.* Because Betsy has
4 failed to meet her burden of proving that this action was commenced within a proper venue,
5 removal is mandatory. *See Id.*

6 **II.**

7 **CONCLUSION**

8 Based upon the above and foregoing, Defendants/Counterclaimants, Peggy Whipple
9 Reggio and John Reggio, respectfully request that this Honorable Court enter an Order
10 transferring the venue of this action from Clark County, Nevada to Lincoln County, Nevada.

11 DATED this 16th day of November, 2021.

12 LEGAL RESOURCE GROUP, LLC.

13 /s/ T. Augustus Claus

14 T. AUGUSTUS CLAUS, ESQ. (NVB# 10004)

15 205 N. Stephanie St., Suite D221

16 Henderson, NV 89074

17 Attorney for Defendants/Counterclaimants

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of **LEGAL RESOURCE GROUP, LLC**, and that on the 16th day of November, 2021, I caused the DEFENDANTS' REPLY TO PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION TO CHANGE VENUE to be served as follows:

- ☐ by placing a true and correct copy of the same to be deposited for mailing in the U.S. Mail at Las Vegas, Nevada, enclosed in a sealed envelope upon which first class postage was fully prepaid; and/or
- ☐ pursuant to EDCR 7.26, by sending it via facsimile; and/or
- ☐ by hand delivery via runner
- ☒ via electronic service

to the attorneys listed below:

Karson D. Bright
kdb@h2law.com

Susan A. Owens
sao@h2law.com

Cami M. Perkins
cperkins@howardandhoward.com

Attorneys for Plaintiff/Counterdefendant

/s/ Tobi Caperon
An employee of Legal Resource Group, LLC



**DISTRICT COURT
CLARK COUNTY, NEVADA**

Betsy Whipple, Plaintiff(s)

vs.

Peggy Whipple Reggio, Defendant(s)

Case No.: **A-20-827055-B (Sub Case)**

A-19-790929-B (Lead Case)

Department 27

NOTICE OF DEPARTMENT REASSIGNMENT

NOTICE IS HEREBY GIVEN that the above-entitled action has been reassigned to Judge Nancy Allf.

☒ This reassignment is due to: OGM Re: Consolidation Filed 12-23-2021 in Lead Case [A-19-790929-B/A-20-827055-B].

ANY TRIAL DATE AND ASSOCIATED TRIAL HEARINGS STAND BUT MAY BE RESET BY THE NEW DEPARTMENT.

Any motions or hearings presently scheduled in the FORMER department will be heard by the NEW department. PLEASE INCLUDE THE NEW DEPARTMENT NUMBER ON ALL FUTURE FILINGS.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Salevao Asifoa

S.L. Asifoa, Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that this 27th day of December, 2021

☒ The foregoing Notice of Department Reassignment was electronically served to all registered parties for case number A-20-827055-B.

/s/ Salevao Asifoa

S.L. Asifoa, Deputy Clerk of the Court

HOWARD & HOWARD ATTORNEYS PLLC

ORDR

Cami M. Perkins, Esq., Nevada Bar No. 9149
Karson D. Bright, Esq., Nevada Bar No. 14837
HOWARD & HOWARD ATTORNEYS PLLC
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, Nevada 89169
Telephone: (702) 257-1483
Facsimile: (702) 567-1568
E-Mail: cp@h2law.com
kdb@h2law.com
Attorneys for Plaintiff, Betsy L. Whipple

**DISTRICT COURT
CLARK COUNTY, NEVADA**

BETSY L. WHIPPLE, an individual,
Plaintiff,

CASE NO.: A-20-827055-B

DEPT NO.: 13

vs.

**ORDER DENYING DEFENDANTS'
MOTION TO CHANGE VENUE**

PEGGY WHIPPLE REGGIO, an individual;
JOHN REGGIO, an individual; DOE
INDIVIDUAL I through X, and ROE
CORPORATIONS I through X,

Defendants.

Defendants, Peggy Whipple Reggio and John Reggio's ("Defendants") Motion to Change Venue (the "Motion") came on for hearing before the Honorable Mark R. Denton on the 2nd day of December 2021 at 9:00 a.m. Plaintiff Betsy Whipple ("Plaintiff" or "Betsy") appeared through her attorney, Cami M. Perkins, Esq., of Howard & Howard Attorneys PLLC. Defendants appeared through their attorney, T. Augustus Claus, Esq., of Legal Resource Group, LLC. The Court, having considered the Motion, the opposition thereto, the oral arguments by counsel, and having reviewed the other pleadings and papers on file herein, finds, concludes, and orders as follows:

///

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///

1 **I. FINDINGS OF FACT**

2 1. This is a dispute between Plaintiff and the Defendants regarding the sale of
3 Defendants' shares of Whipple Cattle Company Incorporated ("WCC") to Plaintiff.

4 2. In January of 2012, Defendants agreed to sell their 200 shares of stock in WCC,
5 which constituted twenty percent (20%) interest in WCC, to Plaintiff.

6 3. In January of 2012, Defendants and Plaintiff executed two separate Stock
7 Purchase Agreements – one for the 100 shares owned jointly by Peggy and John Reggio and the
8 other for the 100 shares owned by Peggy individually. *See Exhibit B* to Defendants' Motion,
9 Stock Purchase Agreement 1; *Exhibit C* to Defendants Motion, Stock Purchase Agreement 2
10 (together, the "Stock Purchase Agreements").

11 4. The Stock Purchase Agreements provide for a down payment by Betsy and
12 additional annual payments. *Id.* There is no dispute over Stock Purchase Agreement 1 –
13 Defendants have conceded that Betsy paid all fees necessary to effectuate the transaction and
14 Defendants, in turn, turned over the stock certificate to Betsy. The issue underlying this lawsuit
15 relates to Stock Purchase Agreement 2 – and the issue is whether Defendants are in breach of
16 that agreement for failing to transfer the stock certificate upon execution of Stock Purchase
17 Agreement 2 as required pursuant to its terms.

18 5. Nowhere in the Stock Purchase Agreements is there any reference whatsoever to
19 Lincoln County, Nevada, nor is there any forum selection provision. *Id.* There is solely a choice
20 of law provision which provides that Nevada law governs. *Id.* Specifically, there is nothing in
21 the Stock Purchase Agreements that requires the transfer of any stock certificate to be performed
22 in Lincoln County, Nevada. *Id.*

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1 **II. CONCLUSIONS OF LAW**

2 1. The Court rejects Defendants' argument that the transfer of stock certificate is
3 required to take place in Lincoln County, Nevada. Nowhere in the Stock Purchase Agreements
4 is there any reference whatsoever to Lincoln County, Nevada, or a requirement that the transfer
5 of stock certificate is required to take place in Lincoln County, Nevada.


6 2. The Court further concludes that this matter falls squarely within the scope of
7 EDCR 1.61 and is therefore a proper case for a Business Court setting. Specifically, this matter
8 is a dispute between the parties related to the sale of Defendants' shares in WCC. After Plaintiff
9 commenced this case in this Court, Defendants answered, filed a counterclaim, and never
10 objected to Plaintiff's designation of this matter as a business court matter pursuant to EDCR
11 1.61.

12 Based on the above findings,

13 **IT IS HEREBY ORDERED THAT** Defendants' Motion to Change Venue be, and
14 hereby is, denied.

15 **IT IS SO ORDERED.**

16 ISSUED this _____ day of _____, 2022.
Dated this 13th day of January, 2022

17 
18 _____
19 DISTRICT COURT JUDGE ABG
20 8DA 208 0D22 4ED8
21 Mark R. Denton
22 District Court Judge
23
24
25
26
27

1 Respectfully Submitted by:

2 **HOWARD & HOWARD ATTORNEYS PLLC**

3

4 /s/ Cami M. Perkins

Cami M. Perkins, Esq., Nevada Bar No. 9149

5 Karson D. Bright, Esq., Nevada Bar No. 14837

3800 Howard Hughes Pkwy., Suite 1000

6 Las Vegas, Nevada 89169

7 *Attorneys for Plaintiff Betsy Whipple*

8 Approved as to form and content:

9 **LEGAL RESOURCE GROUP, LLC**

10

11 /s/ NOT APPROVED

T. Augustus Claus, Esq., Nevada Bar No. 10004

12 205 N. Stephanie Street, Suite D221

Henderson, Nevada 89074

13 *Attorneys for Defendants Peggy Whipple Reggio and*
14 *John Reggio*

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1 **CSERV**

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3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

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6 Betsy Whipple, Plaintiff(s) CASE NO: A-20-827055-B
7 vs. DEPT. NO. Department 27
8 Peggy Whipple Reggio,
9 Defendant(s)

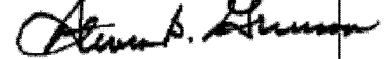
10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 1/13/2022

16 Erika Turner	eturner@gtg.legal
17 Cami Perkins	cperkins@howardandhoward.com
18 Karson Bright	kdb@h2law.com
19 Max Erwin	merwin@gtg.legal
20 Susan Owens	sao@h2law.com
21 Law Firm of C. Benjamin Scroggins, Chtd.	info@cbscrogginslaw.com
22 T. Augustus Claus	tclaus@ataclaw.com
23 T. Augustus Claus	tclaus@ataclaw.com
24 C. Scroggins, Esq.	cbs@cbscrogginslaw.com
25 Kelly Jarvi	kelly@cbscrogginslaw.com
26 Joshua Daor	jwsd@h2law.com

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1 **NEO**
2 Cami M. Perkins, Esq., Nevada Bar No. 9149
3 Karson D. Bright, Esq., Nevada Bar No. 14837
4 **HOWARD & HOWARD ATTORNEYS PLLC**
5 3800 Howard Hughes Parkway, Suite 1000
6 Las Vegas, Nevada 89169
7 Telephone: (702) 257-1483
8 Facsimile: (702) 567-1568
9 E-Mail: cp@h2law.com
10 kdb@h2law.com
11 *Attorneys for Plaintiff, Betsy L. Whipple*

7
8 **DISTRICT COURT**
9
10 **CLARK COUNTY, NEVADA**

11 BETSY L. WHIPPLE, an individual,
12 Plaintiff,

CASE NO.: A-20-827055-B

DEPT NO.: 13

13 vs.

NOTICE OF ENTRY

14 PEGGY WHIPPLE REGGIO, an individual;
15 JOHN REGGIO, an individual; DOE
16 INDIVIDUAL I through X, and ROE
17 CORPORATIONS I through X,

18 Defendants.

19 **PLEASE TAKE NOTICE** the Order Denying Defendants' Motion to Change Venue,
20 in the above-entitled matter, was entered on January 13, 2022. A true and correct copy of the
21 document is attached hereto.

22 DATED January 13, 2022.

HOWARD & HOWARD ATTORNEYS PLLC

23 By: /s/ Cami M. Perkins

24 Cami M. Perkins, Esq.
25 Nevada Bar No. 9149
26 Karson D. Bright, Esq.
27 Nevada Bar No. 14837
3800 Howard Hughes Parkway, Suite 1000
Attorneys for Plaintiff Betsy Whipple

CERTIFICATE OF SERVICE

I hereby certify I served the foregoing, **NOTICE OF ENTRY**, in this action with the Clerk of the Court via the Odyssey E-File and Serve System, which will cause this document to be served to the following parties below:

Augustus Claus
LEGAL RESOURCE GROUP, LLC
205 N. Stephanie Street, Ste. D221
Henderson, NV 89074

*Attorney for Defendants Peggy Whipple
Reggio and John Reggio*

DATED: January 13, 2022.

/s/ Joshua Daor
An employee of **Howard & Howard Attorneys PLLC**

HOWARD & HOWARD ATTORNEYS PLLC

ORDR

Cami M. Perkins, Esq., Nevada Bar No. 9149
Karson D. Bright, Esq., Nevada Bar No. 14837
HOWARD & HOWARD ATTORNEYS PLLC
3800 Howard Hughes Parkway, Suite 1000
Las Vegas, Nevada 89169
Telephone: (702) 257-1483
Facsimile: (702) 567-1568
E-Mail: cp@h2law.com
kdb@h2law.com
Attorneys for Plaintiff, Betsy L. Whipple

DISTRICT COURT

CLARK COUNTY, NEVADA

BETSY L. WHIPPLE, an individual,

Plaintiff,

vs.

PEGGY WHIPPLE REGGIO, an individual;
JOHN REGGIO, an individual; DOE
INDIVIDUAL I through X, and ROE
CORPORATIONS I through X,

Defendants.

CASE NO.: A-20-827055-B

DEPT NO.: 13

**ORDER DENYING DEFENDANTS'
MOTION TO CHANGE VENUE**

Defendants, Peggy Whipple Reggio and John Reggio's ("Defendants") Motion to Change Venue (the "Motion") came on for hearing before the Honorable Mark R. Denton on the 2nd day of December 2021 at 9:00 a.m. Plaintiff Betsy Whipple ("Plaintiff" or "Betsy") appeared through her attorney, Cami M. Perkins, Esq., of Howard & Howard Attorneys PLLC. Defendants appeared through their attorney, T. Augustus Claus, Esq., of Legal Resource Group, LLC. The Court, having considered the Motion, the opposition thereto, the oral arguments by counsel, and having reviewed the other pleadings and papers on file herein, finds, concludes, and orders as follows:

///

///

///

1 **I. FINDINGS OF FACT**

2 1. This is a dispute between Plaintiff and the Defendants regarding the sale of
3 Defendants' shares of Whipple Cattle Company Incorporated ("WCC") to Plaintiff.

4 2. In January of 2012, Defendants agreed to sell their 200 shares of stock in WCC,
5 which constituted twenty percent (20%) interest in WCC, to Plaintiff.

6 3. In January of 2012, Defendants and Plaintiff executed two separate Stock
7 Purchase Agreements – one for the 100 shares owned jointly by Peggy and John Reggio and the
8 other for the 100 shares owned by Peggy individually. *See Exhibit B* to Defendants' Motion,
9 Stock Purchase Agreement 1; *Exhibit C* to Defendants Motion, Stock Purchase Agreement 2
10 (together, the "Stock Purchase Agreements").

11 4. The Stock Purchase Agreements provide for a down payment by Betsy and
12 additional annual payments. *Id.* There is no dispute over Stock Purchase Agreement 1 –
13 Defendants have conceded that Betsy paid all fees necessary to effectuate the transaction and
14 Defendants, in turn, turned over the stock certificate to Betsy. The issue underlying this lawsuit
15 relates to Stock Purchase Agreement 2 – and the issue is whether Defendants are in breach of
16 that agreement for failing to transfer the stock certificate upon execution of Stock Purchase
17 Agreement 2 as required pursuant to its terms.

18 5. Nowhere in the Stock Purchase Agreements is there any reference whatsoever to
19 Lincoln County, Nevada, nor is there any forum selection provision. *Id.* There is solely a choice
20 of law provision which provides that Nevada law governs. *Id.* Specifically, there is nothing in
21 the Stock Purchase Agreements that requires the transfer of any stock certificate to be performed
22 in Lincoln County, Nevada. *Id.*

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1 **II. CONCLUSIONS OF LAW**

2 1. The Court rejects Defendants' argument that the transfer of stock certificate is
3 required to take place in Lincoln County, Nevada. Nowhere in the Stock Purchase Agreements
4 is there any reference whatsoever to Lincoln County, Nevada, or a requirement that the transfer
5 of stock certificate is required to take place in Lincoln County, Nevada.


6 2. The Court further concludes that this matter falls squarely within the scope of
7 EDCR 1.61 and is therefore a proper case for a Business Court setting. Specifically, this matter
8 is a dispute between the parties related to the sale of Defendants' shares in WCC. After Plaintiff
9 commenced this case in this Court, Defendants answered, filed a counterclaim, and never
10 objected to Plaintiff's designation of this matter as a business court matter pursuant to EDCR
11 1.61.

12 Based on the above findings,

13 **IT IS HEREBY ORDERED THAT** Defendants' Motion to Change Venue be, and
14 hereby is, denied.

15 **IT IS SO ORDERED.**

16 ISSUED this _____ day of _____, 2022.
Dated this 13th day of January, 2022

17 
18 _____
19 DISTRICT COURT JUDGE ABG
20 8DA 208 0D22 4ED8
21 Mark R. Denton
22 District Court Judge
23
24
25
26
27

1 Respectfully Submitted by:

2 **HOWARD & HOWARD ATTORNEYS PLLC**

3

4 /s/ Cami M. Perkins

Cami M. Perkins, Esq., Nevada Bar No. 9149

5 Karson D. Bright, Esq., Nevada Bar No. 14837

3800 Howard Hughes Pkwy., Suite 1000

6 Las Vegas, Nevada 89169

7 *Attorneys for Plaintiff Betsy Whipple*

8 Approved as to form and content:

9 **LEGAL RESOURCE GROUP, LLC**

10

11 /s/ NOT APPROVED

T. Augustus Claus, Esq., Nevada Bar No. 10004

12 205 N. Stephanie Street, Suite D221

Henderson, Nevada 89074

13 *Attorneys for Defendants Peggy Whipple Reggio and*
14 *John Reggio*

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1 **CSERV**

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3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

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6 Betsy Whipple, Plaintiff(s) CASE NO: A-20-827055-B
7 vs. DEPT. NO. Department 27
8 Peggy Whipple Reggio,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 1/13/2022

16 Erika Turner	eturner@gtg.legal
17 Cami Perkins	cperkins@howardandhoward.com
18 Karson Bright	kdb@h2law.com
19 Max Erwin	merwin@gtg.legal
20 Susan Owens	sao@h2law.com
21 Law Firm of C. Benjamin Scroggins, Chtd.	info@cbscrogginslaw.com
22 T. Augustus Claus	tclaus@ataclaw.com
23 T. Augustus Claus	tclaus@ataclaw.com
24 C. Scroggins, Esq.	cbs@cbscrogginslaw.com
25 Kelly Jarvi	kelly@cbscrogginslaw.com
26 Joshua Daor	jwsd@h2law.com

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Purchase/Sale of Stock, Assets, or Real Estate

COURT MINUTES

July 29, 2021

A-20-827055-B Betsy Whipple, Plaintiff(s)
vs.
Peggy Whipple Reggio, Defendant(s)

July 29, 2021 7:00 AM Minute Order

HEARD BY: Denton, Mark R. **COURTROOM:** Chambers

COURT CLERK: Madalyn Kearney

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Until further notice, Department 13 will be conducting court hearings REMOTELY using the BlueJeans Video Conferencing system. Department 13 has adopted this policy as a precautionary measure in light of public health concerns for Coronavirus COVID-19, and the Court orders that any party intending to appear before Department 13 for law and motion matters do so by BlueJeans only. As a result, your matter scheduled August 2, 2021 in this case will be conducted via BlueJeans. You have the choice to appear either by phone or computer/video.

Dial the following number: 1-408-419-1715
Meeting ID: 869 862 085
Participant Passcode: 0049
URL: <https://bluejeans.com/869862085/0049>

To connect by phone, dial the number provided and enter the meeting ID followed by #.

To connect by computer if you do NOT have the app, copy the URL link into a web browser. Google Chrome is preferred but not required. Once you are on the BlueJeans website click on Join with

PRINT DATE: 01/25/2022

Page 1 of 6

Minutes Date: July 29, 2021

Browser which is located on the bottom of the page. Follow the instructions and prompts given by BlueJeans.

You may also download the BlueJeans app and join the meeting by entering the meeting ID.

PLEASE NOTE the following protocol each participant will be required to follow:

You will be automatically muted upon entry to the meeting. Please remain muted while waiting for your matter to be called. If you are connecting by phone, you can mute/unmute yourself on your phone or by pressing *4.

Do NOT place the call on hold since some phones may play wait/hold music.

Please do NOT use speaker phone as it causes a loud echo/ringing noise.

Please state your name each time you speak so that the court recorder can capture a clear record.

Please be mindful of rustling papers, background noise, and coughing or loud breathing.

Please be mindful of where your camera is pointing.

We encourage you to visit the [Bluejeans.com](https://bluejeans.com) website to get familiar with the BlueJeans phone/videoconferencing system before your hearing.

If your hearing gets continued to a different date after you have already received this minute order please note a new minute order will issue with a different meeting ID since the ID number changes with each meeting/hearing.

Please be patient if you call in and we are in the middle of oral argument from a previous case. Your case should be called shortly. Again, please keep your phone or computer mic on MUTE until your case is called.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Madalyn Kearney, to all registered parties for Odyssey File & Serve. /mk 7/29/21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

**Purchase/Sale of Stock, Assets,
or Real Estate**

COURT MINUTES

August 02, 2021

A-20-827055-B	Betsy Whipple, Plaintiff(s)
	vs.
	Peggy Whipple Reggio, Defendant(s)

August 02, 2021 9:00 AM Motion

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Karson Bright, Esq. present for Plaintiff via BlueJeans.

Mr. Bright advised there is also a Motion to Serve by Publication that did not get placed on calendar. Upon Court's inquiry, Mr. Bright advised the Motions were inadvertently filed after the 120 days and it was an oversight. Mr. Bright added they were working with process servers for multiple months and were unable to effectuate service. COURT ORDERED, Betsy L. Whipple's Ex Parte Motion to Enlarge Time to Serve Peggy Reggio and John Reggio GRANTED WITHOUT PREJUDICE and request for service by publication GRANTED WITHOUT PREJUDICE. Mr. Bright to prepare the order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

**Purchase/Sale of Stock, Assets,
or Real Estate**

COURT MINUTES

November 30, 2021

A-20-827055-B Betsy Whipple, Plaintiff(s)
vs.
Peggy Whipple Reggio, Defendant(s)

November 30, 2021 10:00 AM Minute Order

HEARD BY: Denton, Mark R.

COURTROOM: Chambers

COURT CLERK: Madalyn Kearney

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Until further notice, Department 13 will be conducting court hearings REMOTELY using the BlueJeans Video Conferencing system. Department 13 has adopted this policy as a precautionary measure in light of public health concerns for Coronavirus COVID-19, and the Court orders that any party intending to appear before Department 13 for law and motion matters do so by BlueJeans only. As a result, your matter scheduled December 2, 2021 in this case will be conducted via BlueJeans. You have the choice to appear either by phone or computer/video.

Dial the following number: 1-408-419-1715
Meeting ID: 869 862 085
Participant Passcode: 0049
URL: <https://bluejeans.com/869862085/0049>

To connect by phone, dial the number provided and enter the meeting ID followed by #.

To connect by computer if you do NOT have the app, copy the URL link into a web browser. Google

PRINT DATE: 01/25/2022

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Minutes Date: July 29, 2021

Chrome is preferred but not required. Once you are on the BlueJeans website click on Join with Browser which is located on the bottom of the page. Follow the instructions and prompts given by BlueJeans.

You may also download the BlueJeans app and join the meeting by entering the meeting ID.

PLEASE NOTE the following protocol each participant will be required to follow:

You will be automatically muted upon entry to the meeting. Please remain muted while waiting for your matter to be called. If you are connecting by phone, you can mute/unmute yourself on your phone or by pressing *4.

Do NOT place the call on hold since some phones may play wait/hold music.

Please do NOT use speaker phone as it causes a loud echo/ringing noise.

Please state your name each time you speak so that the court recorder can capture a clear record.

Please be mindful of rustling papers, background noise, and coughing or loud breathing.

Please be mindful of where your camera is pointing.

We encourage you to visit the Bluejeans.com website to get familiar with the BlueJeans phone/videoconferencing system before your hearing.

If your hearing gets continued to a different date after you have already received this minute order please note a new minute order will issue with a different meeting ID since the ID number changes with each meeting/hearing.

Please be patient if you call in and we are in the middle of oral argument from a previous case. Your case should be called shortly. Again, please keep your phone or computer mic on MUTE until your case is called.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Madalyn Kearney, to all registered parties for Odyssey File & Serve. /mk 11/30/21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

**Purchase/Sale of Stock, Assets,
or Real Estate**

COURT MINUTES

December 02, 2021

A-20-827055-B Betsy Whipple, Plaintiff(s)
vs.
Peggy Whipple Reggio, Defendant(s)

**December 02, 2021 9:00 AM Motion for Change of
Venue**

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT: Claus, T. Augustus Attorney
Perkins, Cami M. Attorney

JOURNAL ENTRIES

- Glenn Schepps, Esq. also present for Defendants. Counsel present via BlueJeans.

Following arguments by Mr. Schepps, Mr. Claus, and Ms. Perkins, COURT ORDERED, Motion to Change Venue DENIED. Ms. Perkins to prepare the order.

Certification of Copy and Transmittal of Record

State of Nevada }
County of Clark } SS:

Pursuant to the Supreme Court order dated January 5, 2022, I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, do hereby certify that the foregoing is a true and correct copy of the trial court record for the case referenced below as it pertains to the motion for change of venue. The record comprises one volume with pages numbered 1 through 235.

BETSY L. WHIPPLE,

Plaintiff(s),

vs.

PEGGY WHIPPLE REGGIO; JOHN REGGIO,

Defendant(s),

Case No: A-20-827055-B

Consolidated with A-19-790929-B

Dept. No: XXVII

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 26 day of January 2022.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk