

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

TON VINH LEE,

Appellant,

v.

INGRID PATIN, an individual, and  
PATIN LAW GROUP, PLLC, a Nevada  
Professional LLC,

Respondent.

**Supreme Court Case No.: 83213**

District Court Case No. A-18-723134-C  
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Elizabeth A. Brown  
Clerk of Supreme Court

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**APPELLANT'S APPENDIX – VOLUME 7**

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9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 TON VINH LEE, an individual,  
12  
13 Plaintiff,

14 v.

15 INGRID PATIN, an individual, and  
16 PATIN LAW GROUP, PLLC, a Nevada  
17 Professional LLC,  
18 Defendants.

CASE NO.: A-15-723134-C  
DEPT NO.: XXVI

**DEFENDANT PATIN LAW GROUP,  
PLLC'S JOINDER TO DEFENDANT  
INGRID PATIN'S MOTION FOR  
JUDGEMENT ON THE PLEADINGS, IN  
THE ALTERNATIVE, MOTION FOR  
SUMMARY JUDGEMENT**

19 COMES NOW, Defendant, PATIN LAW GROUP, PLLC, by and through their  
20 attorneys of record, Kerry J. Doyle, Esq. of Doyle Law Group, and hereby joins Defendant  
21 Ingrid Patin's Motion for Judgement on the Pleadings, in the Alternative, Motion for Summary  
22 Judgement.

23 DATED this 10<sup>th</sup> day of August, 2020.

24 DOYLE LAW GROUP

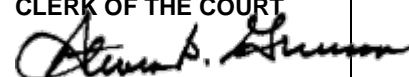
25 /s/ Kerry J. Doyle

26 Kerry J. Doyle  
27 Nevada Bar No. 110571  
28 7375 S. Pecos Rod., #101  
Las Vegas, NV 89120  
*Attorneys for Defendant, Patin Law Group*

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Christian M. Morris, Esq.  
1389 Galleria Drive, Suite 200  
Henderson, NV 89014

An employee of DOYLE LAW GROUP



NEOJ  
CHRISTIAN M. MORRIS, ESQ.  
Nevada Bar No. 11218  
NETTLES | MORRIS  
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Telephone: (702) 434-8282  
Facsimile: (702) 434-1488  
[christian@nettlesmorris.com](mailto:christian@nettlesmorris.com)  
*Attorney for Defendant, Ingrid Patin*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

TON VINH LEE, an individual,  
  
Plaintiff,

v.

INGRID PATIN, an individual, and PATIN  
LAW GROUP, PLLC, a Nevada  
Professional LLC,  
  
Defendants.

CASE NO.: A-15-723134-C  
DEPT NO.: 26

**NOTICE OF ENTRY OF ORDER  
GRANTING DEFENDANT PATIN'S  
MOTION FOR SUMMARY  
JUDGMENT AND PATIN LAW  
GROUP'S JOINDER**

TO: ALL PARTIES; and  
TO: THEIR RESPECTIVE ATTORNEYS:

**PLEASE TAKE NOTICE** that an Order granting Defendant Patin's Motion for Summary Judgment and Patin Law Group's Joinder was duly entered in the above-entitled matter on the 28<sup>th</sup> day of October, 2020, a true and correct copy of said Order is attached hereto.

DATED this 30<sup>th</sup> day of October, 2020.

NETTLES | MORRIS



CHRISTIAN M. MORRIS, ESQ.  
Nevada Bar No. 011218  
1389 Galleria Drive, Suite 200  
Henderson, NV 89014  
*Attorney for Defendant, Ingrid Patin*

700 124 8000 / 700 124 1400 (fax)

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**CERTIFICATE OF SERVICE**

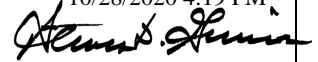
Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I hereby certify that on this 30th day of October, 2020, a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANT PATIN'S MOTION FOR SUMMARY JUDGMENT AND PATIN LAW GROUP'S JOINDER** was served to the following parties by electronic transmission through the Odyssey eFileNV system and/or by depositing in the US Mail, postage prepaid, addressed as follows:

Kerry Doyle	kdoyle@doylelawgroupnv.com
Mikayla Hurtt	admin@doylelawgroupnv.com
Coreene Drose	cdrose@rlattorneys.com
Ingrid Patin	ingrid@patinlaw.com
Lisa Bell	lbell@rlattorneys.com
Prescott Jones	pjones@rlattorneys.com
Susan Carbone	scarbone@rlattorneys.com
Jessica Humphrey	jhumphrey@rlattorneys.com



---

An Employee of NETTLES | MORRIS

  
CLERK OF THE COURT

**NETTLES | MORRIS**  
1389 Galleria Drive Suite 200  
Henderson, NV 89014  
(702) 434-8282 / (702) 434-1488 (fax)

**ORDR**

BRIAN D. NETTLES, ESQ.  
Nevada Bar No. 7462  
CHRISTIAN M. MORRIS, ESQ.  
Nevada Bar No. 11218  
VICTORIA R. ALLEN, ESQ.  
Nevada Bar No. 15005  
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[brian@nettlesmorris.com](mailto:brian@nettlesmorris.com)  
[christian@nettlesmorris.com](mailto:christian@nettlesmorris.com)  
[victoria@nettlesmorris.com](mailto:victoria@nettlesmorris.com)  
*Attorneys for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

TON VINH LEE, an individual;  
  
Plaintiff,  
  
vs.

CASE NO.: A-15-723134-C  
DEPT NO.: XXVI

INGRID PATIN, an individual, and PATIN  
LAW GROUP, PLLC, a Nevada  
Professional LLC,  
  
Defendants.

**ORDER GRANTING DEFENDANT  
PATIN'S MOTION FOR SUMMARY  
JUDGMENT AND PATIN LAW  
GROUP'S JOINDER**

On September 15, 2020, at 9:30 a.m., the above-captioned case came before the Honorable Judge Gloria Sturman, regarding Defendant/Cross Claimant INGRID PATIN'S *Motion for Judgment on the Pleadings, in the Alternative, Motion for Summary Judgment* and Defendant/Cross Defendant PATIN LAW GROUP, PLLC'S *Joinder To Defendant Ingrid Patin's Motion For Judgment On The Pleadings, In The Alternative, Motion For Summary Judgment Defendant's Motion for Summary Judgment on the Pleadings*, with Christian M. Morris, Esq. of Nettles Morris appearing on behalf of INGRID PATIN, Kerry J. Doyle, Esq. of Doyle Law Group appearing on behalf of PATIN LAW GROUP, PLLC, and Prescott T. Jones of RESNICK & LOUIS, PC appearing on behalf of Plaintiff TON VINH LEE. The Court,

1 having reviewed this Motion, the papers and pleadings on file herein, and the arguments of  
2 counsel, finds and orders as follows:

3 **FINDINGS OF FACT**

- 4 1. The Court finds that this is an action for defamation per se regarding a statement on  
5 the patinlaw.com website about a wrongful death/dental malpractice lawsuit that  
6 arose from a wisdom tooth extraction.
- 7 2. The Court finds that, on February 7, 2012, a dental malpractice lawsuit was filed  
8 against the Plaintiff's dental practice, the Plaintiff as the owner, as well as two other  
9 dentists who assisted in the procedure.
- 10 3. The Court finds that, according to Court records, the lawsuit went to trial and  
11 Plaintiff Singletary received a jury award in its favor against Ton Vinh Lee's dental  
12 practice and the two other dentists who performed the procedure. Ton Vinh Lee  
13 received a verdict in favor and was awarded his costs from Plaintiff Singletary.
- 14 4. The Court finds that, according to Court records, after the verdict was entered, the  
15 district court granted a renewed motion for judgment as a matter of law, overturning  
16 the jury award. The jury award in favor of Ton Vinh Lee was not overturned.
- 17 5. The Court finds that, according to Court records, after the jury award in favor of  
18 Plaintiff Singletary was overturned, an appeal was filed and the verdict in favor of  
19 Plaintiff Singletary was reinstated.
- 20 6. The Court finds that the alleged defamatory statement was made on patinlaw.com  
21 regarding the verdict and who the parties to the lawsuit were.
- 22 7. The Court finds that the following statements testified to by Plaintiff during his  
23 sworn deposition on July 14, 2020 were true and accurate:
- 24 a. The Court finds that Plaintiff admits the matter was a dental  
25 malpractice/wrongful death action.
- 26 b. The Court finds that Plaintiff admits the trial jury resulted in a plaintiffs'  
27 verdict against his practice and two other dentists who performed the  
28 procedure, but also noted that a verdict was rendered in his favor as against

1 Plaintiff Singletary.

2 c. The Court finds that Plaintiff admits the description of the Complaint was  
3 *Singletary v. Ton Vinh Lee DDS, et al.*.

4 d. The Court finds that Plaintiff admits that *Singletary* was a dental malpractice-  
5 based wrongful death action that arose from the death of Reginald Singletary.

6 e. The Court finds that Plaintiff admits that Singletary had sued the dental  
7 office of Summerlin Smiles.

8 f. The Court finds that Plaintiff admits that Singletary had sued the treating  
9 dentists, Florida Traivai DMD and Jai Park DDS.

10 g. The Court finds that Plaintiff admits that Singletary had sued on behalf of the  
11 estate, herself, and minor son.

12 8. The Court reviewed the statement line by line and finds that there was a Plaintiffs'  
13 verdict for \$3.4 million on the medical malpractice trial.

#### 14 CONCLUSIONS OF LAW

15 **THE COURT CONCLUDES** that under *Sahara Gaming Corp. v. Culinary Workers*  
16 *Union Local 226*, 115 Nev. 212, 215 (1999) statements recounting judicial proceedings are  
17 protected against claims of defamation by the absolute “fair-reporting” privilege. Further, the  
18 privilege protects any person – whether a member of the media or the public – provided the  
19 statements are a fair and impartial reporting of the facts.

20 **THE COURT FURTHER CONCLUDES** that Defendants’ statement was a fair and  
21 impartial reporting of the facts of the *Singletary* case, per *Sahara Gaming Corp.*

22 **THE COURT FURTHER CONCLUDES** that under *Adelson v. Harris*, 402 P.3d 665  
23 (Nev. 2017), the State adopted the test established in *Dameron v. Wash Magazine, Inc.*,  
24 whereby a summary of an official document or proceeding must be apparent either from  
25 specific attribution to the official document or from the overall context of the official document  
26 that the summary is quoting, paraphrasing, or otherwise drawing.

27 **THE COURT FURTHER CONCLUDES** that Defendants’ statement is a fair and  
28 impartial summary of the facts attributed to official documents or proceedings from the

1 *Singletary* case, as the statement references the case name, per *Adelson*.

2 **THE COURT FURTHER CONCLUDES** that the content of the alleged defamatory  
3 statement represents fair and impartial reporting of official proceedings and thus falls under the  
4 “fair reporting” privilege.

5 **THE COURT FURTHER CONCLUDES** that there is no distinction made under the  
6 “fair reporting” privilege between an individual and a corporation, and no such argument was  
7 made by Plaintiff. Therefore, the privilege would apply to both Defendant Ingrid Patin,  
8 individually, and Defendant Patin Law Group, PLLC.

9 **THE COURT FURTHER CONCLUDES** that, under *Chowdhry v. NLVH, Inc.*, 109  
10 Nev. 478, 483, 851 P.2d 459 (1993), in order to establish a *prima facie* case of defamation, a  
11 plaintiff must prove the alleged defamatory statement is false and defamatory. If the defamation  
12 tends to injure the plaintiff in his or her business profession, it is deemed defamation *per se*, and  
13 damages will be presumed but Plaintiff must still prove the falsity of the statement.

14 **THE COURT FURTHER CONCLUDES** that, during Plaintiff’s sworn deposition  
15 testimony, Plaintiff admitted every sentence of the statement was true, but did not admit it was  
16 true in its entirety.

17 **THE COURT FURTHER CONCLUDES** that Plaintiff has no evidence the statement  
18 is false, per *Chowdry*.

19 **THE COURT FURTHER CONCLUDES** that, while Defendants did not authenticate  
20 the deposition transcript from the deposition of Plaintiff, the Court accepts the transcript as the  
21 sworn testimony of the Plaintiff as Plaintiff did not dispute this was his sworn testimony under  
22 oath or object to the testimony in any pleadings.

23 **THE COURT FURTHER CONCLUDES** that based upon the fact there is no genuine  
24 material issue as to the falsity of the statement, as Plaintiff admitted it was true; therefore  
25 Defendants’ statement on the website does not satisfy the elements of false and defamatory for a  
26 *prima facie* case of defamation *per se*.

27 **THE COURT FURTHER CONCLUDES** that there are no genuine issues of material  
28 fact as to the truth of the alleged defamatory statement.



*Case Name: Ton Vinh Lee v. Ingrid Patin*

*Case Number: A-15-723134-C*

**THE COURT FURTHER CONCLUDES** that Defendant Patin Law Group properly filed a joinder to the Motion and is entitled to the same ruling as Defendant Ingrid Patin.

**ORDER**

**IT IS ORDERED THAT**, based on the findings above and the facts provided in Plaintiff's deposition Defendants' *Motion for Summary Judgment and Joinder* as to the facts of the case and under the Fair Reporting Privilege is GRANTED.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020, ~~2020~~ Dated this 28th day of October, 2020



DISTRICT COURT JUDGE  
B09 1D5 EDF7 9C07  
Gloria Sturman  
District Court Judge

DATED this 16<sup>th</sup> day of October, 2020.

DATED this 16<sup>th</sup> day of October, 2020.

NETTLES | MORRIS

RESNICK & LOUIS, P.C.

/s/ Christian M. Morris

/s/ Prescott Jones

BRIAN D. NETTLES, ESQ.

PRESCOTT JONES, ESQ.

Nevada Bar No. 7462

Nevada Bar No. 11617

CHRISTIAN M. MORRIS, ESQ.

MYRAELIGH A. ALBERTO, ESQ.

Nevada Bar No. 11218

Nevada Bar No. 14340

VICTORIA R. ALLEN, ESQ.

8925 W. Russell road, Suite 220

Nevada Bar No. 15005

Las Vegas, Nevada 89148

1389 Galleria Drive, Suite 200

*Attorneys for Plaintiff,*

Henderson, Nevada 89014

*Ton Vinh Lee*

*Attorneys for Defendant, Ingrid Patin*

DATED this 16<sup>th</sup> day of October, 2020.

DOYLE LAW GROUP

/s/ Kerry J. Doyle

KERRY J. DOYLE, ESQ.

Nevada Bar No. 10571

7375 S. Pecos Rd., #101

Las Vegas, Nevada 89120

*Attorneys for Defendant, Patin Law Group,*

*PLLC*

## Jenn Alexy

---

**From:** Kerry Doyle <kdoyle@doylelawgroupplv.com>  
**Sent:** Friday, October 16, 2020 2:37 PM  
**To:** Prescott Jones  
**Cc:** Christian Morris; Jenn Alexy; Myraleigh Alberto; Susan Carbone  
**Subject:** Re: Lee vs. Patin: Order from 9/15 hearing

You can attach mine as well.

Sent from my iPhone

On Oct 16, 2020, at 2:29 PM, Prescott Jones <pjones@rlattorneys.com> wrote:

Thanks Christian. You can include my electronic signature.

Prescott T. Jones, Esq.  
Resnick & Louis, P.C.  
8925 West Russell Road, Suite 220  
Las Vegas, NV 89148  
Direct Phone: 702-997-1029  
[pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)  
<http://www.rlattorneys.com>

<image001.png>

ALBUQUERQUE | BAKERSFIELD | CHARLESTON | DALLAS | DENVER | HOUSTON | JACKSON | LAS VEGAS | MIAMI |  
ORANGE COUNTY | ORLANDO | PHOENIX | RIVERSIDE | SACRAMENTO | SALT LAKE CITY | SAN DIEGO | TAMPA |  
LONDON, UK

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---

From: Christian Morris <Christian@nettlesmorris.com>  
Sent: Friday, October 16, 2020 2:22 PM  
To: Prescott Jones <pjones@rlattorneys.com>; Jenn Alexy <Jenn@nettlesmorris.com>; Kerry Doyle <kdoyle@doylelawgroupplv.com>  
Cc: Myraleigh Alberto <malberto@rlattorneys.com>; Susan Carbone <scarbone@rlattorneys.com>  
Subject: RE: Lee vs. Patin: Order from 9/15 hearing

Hi Prescott,  
Changes made and attached in tracked form.  
Thanks,  
**Ms. Christian M. Morris, Esq.**  
**Managing Partner**

2019 Nevada Trial Lawyer of the Year

California Bar # 277641

New Jersey Bar # 006362012

Nevada Bar # 11218

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[Christian@nettlesmorris.com](mailto:Christian@nettlesmorris.com)

*Governor, American Association of Justice (AAJ)*

*Governor, Nevada Justice Association (NJA)*

<image002.png>

---

From: Prescott Jones <[pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)>

Sent: Friday, October 16, 2020 2:05 PM

To: Christian Morris <[Christian@nettlesmorris.com](mailto:Christian@nettlesmorris.com)>; Jenn Alexy <[Jenn@nettlesmorris.com](mailto:Jenn@nettlesmorris.com)>; Kerry Doyle <[kdoyle@doylelawgroupnv.com](mailto:kdoyle@doylelawgroupnv.com)>

Cc: Myrleigh Alberto <[malberto@rlattorneys.com](mailto:malberto@rlattorneys.com)>; Susan Carbone <[scarbone@rlattorneys.com](mailto:scarbone@rlattorneys.com)>

Subject: RE: Lee vs. Patin: Order from 9/15 hearing

Hi Christian –

Transcript is attached. Thanks.

Prescott T. Jones, Esq.

Resnick & Louis, P.C.

8925 West Russell Road, Suite 220

Las Vegas, NV 89148

Direct Phone: 702-997-1029

[pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)

<http://www.rlattorneys.com>

<image001.png>

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LONDON, UK

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---

From: Christian Morris <[Christian@nettlesmorris.com](mailto:Christian@nettlesmorris.com)>

Sent: Friday, October 16, 2020 2:03 PM

To: Prescott Jones <[pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)>; Jenn Alexy <[Jenn@nettlesmorris.com](mailto:Jenn@nettlesmorris.com)>; Kerry Doyle <[kdoyle@doylelawgroupnv.com](mailto:kdoyle@doylelawgroupnv.com)>

Cc: Myraleigh Alberto <[malberto@rlattorneys.com](mailto:malberto@rlattorneys.com)>; Susan Carbone <[scarbone@rlattorneys.com](mailto:scarbone@rlattorneys.com)>  
Subject: RE: Lee vs. Patin: Order from 9/15 hearing

Hi Prescott,  
Can you please send the transcript?  
Thanks,

**Ms. Christian M. Morris, Esq.**  
**Managing Partner**  
2019 Nevada Trial Lawyer of the Year  
California Bar # 277641  
New Jersey Bar # 006362012  
Nevada Bar # 11218  
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*Governor, American Association of Justice (AAJ)*  
*Governor, Nevada Justice Association (NJA)*

<image002.png>

---

From: Prescott Jones <[pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)>  
Sent: Friday, October 16, 2020 1:51 PM  
To: Christian Morris <[Christian@nettlesmorris.com](mailto:Christian@nettlesmorris.com)>; Jenn Alexy <[Jenn@nettlesmorris.com](mailto:Jenn@nettlesmorris.com)>; Kerry Doyle <[kdoyle@doylelawgroupnv.com](mailto:kdoyle@doylelawgroupnv.com)>  
Cc: Myraleigh Alberto <[malberto@rlattorneys.com](mailto:malberto@rlattorneys.com)>; Susan Carbone <[scarbone@rlattorneys.com](mailto:scarbone@rlattorneys.com)>  
Subject: RE: Lee vs. Patin: Order from 9/15 hearing

Hi Christian,

Regarding Finding of Fact 4, the jury award was not overturned in favor of Dr. Lee as a result of the Judgment as a Matter of Law. Is there any reason by "The jury award in favor of Ton Vinh Less was not overturned" was not included in your proposed order?

I also note that you did not include my proposed Finding of Fact 7h - "The Court finds that Plaintiff, while admitting that each part of the statement was true, disputed that the statement when read as a whole was true." Please note the following from the transcript of the hearing:

THE COURT: 57 of the transcript.

MR. JONES: Yeah, I'm looking at page 39 of my PDF here, lines 19 to 21. The question was asked by Ms. Morris to my client.

"Q So what part of the statement is untrue?"

The answer by my client,

"A It's the whole or some and not just the parts."

I just want to make it clear that my client certainly --

THE COURT: Okay.

MR. JONES: -- didn't admit that the statement was true in its entirety, just simply the individual parts.

THE COURT: Okay. I appreciate that. And, certainly, if you want to make sure that that's in the findings of fact and conclusions of law, I understand. And Ms. Morris will prepare those, and she'll show them to you before we submit them to the Court.  
So I appreciate you've made that clear for the record, and we'll include that in the findings, okay.

Please let me know your thoughts on the above – thanks.

Prescott T. Jones, Esq.  
Resnick & Louis, P.C.  
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Direct Phone: 702-997-1029  
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<http://www.rlattorneys.com>

<image001.png>

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LONDON, UK

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---

From: Christian Morris <[Christian@nettlesmorris.com](mailto:Christian@nettlesmorris.com)>  
Sent: Tuesday, October 13, 2020 8:31 PM  
To: Prescott Jones <[pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)>; Jenn Alexy <[Jenn@nettlesmorris.com](mailto:Jenn@nettlesmorris.com)>; Kerry Doyle <[kdoyle@doylelawgroupiv.com](mailto:kdoyle@doylelawgroupiv.com)>  
Cc: Myraleigh Alberto <[malberto@rlattorneys.com](mailto:malberto@rlattorneys.com)>; Susan Carbone <[scarbone@rlattorneys.com](mailto:scarbone@rlattorneys.com)>  
Subject: RE: Lee vs. Patin: Order from 9/15 hearing

Hi Prescott,  
I received your e-mail and reviewed your proposed changes. I have incorporated a majority of them. A few I cannot, as they are not supported by the record. Please let me know if you agree to the new proposed Order so we can submit to Chambers.  
Thank you,

**Ms. Christian M. Morris, Esq.**  
**Managing Partner**  
2019 Nevada Trial Lawyer of the Year  
California Bar # 277641  
New Jersey Bar # 006362012  
Nevada Bar # 11218  
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*Governor, American Association of Justice (AAJ)*

*Governor, Nevada Justice Association (NJA)*

<image002.png>

---

From: Prescott Jones <[pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)>

Sent: Tuesday, October 6, 2020 4:27 PM

To: Jenn Alexy <[Jenn@nettlesmorris.com](mailto:Jenn@nettlesmorris.com)>; Kerry Doyle <[kdoyle@doylelawgrouplv.com](mailto:kdoyle@doylelawgrouplv.com)>

Cc: Christian Morris <[Christian@nettlesmorris.com](mailto:Christian@nettlesmorris.com)>; Myraleigh Alberto <[malberto@rlattorneys.com](mailto:malberto@rlattorneys.com)>;

Susan Carbone <[scarbone@rlattorneys.com](mailto:scarbone@rlattorneys.com)>

Subject: RE: Lee vs. Patin: Order from 9/15 hearing

Christian,

I've reviewed your proposed order, the briefs filed by the parties, and the transcript of the hearing, and request the below revisions. If you disagree with any of the below, please let me know what portion of the transcript and/or briefing supports your proposed language. Thanks.

Findings of Fact No. 3 – should be changed to “The Court finds that, according to Court records, the lawsuit went to trial and Plaintiff Singletary received a jury award in its favor as against Ton Vinh Lee’s dental practice and the two other dentists who performed the procedure. Ton Vinh Lee received a verdict in favor and was awarded his costs from Plaintiff Singletary.”

Findings of Fact No. 4 – should be changed to “. . . overturning the jury award in favor of Plaintiff Singletary. The jury award in favor of Ton Vinh Lee was not overturned.”

Findings of Fact No. 5 – should be changed to “. . . after the jury award in favor of Plaintiff Singletary was overturned, an appeal was filed and the verdict in favor of Plaintiff Singletary was reinstated.”

Findings of Fact No. 7b – should be changed to “The Court finds that Plaintiff admits the jury trial resulted in a plaintiffs’ verdict against his practice and two other dentists who performed the procedure, but also noted that a verdict was rendered in his favor as against plaintiff Singletary.”

Findings of Fact No. 7d – “Reginald” is misspelled.

Findings of Fact No. 7e – “Summerlin Smiles” is misspelled.

Findings of Fact No. 7h needs to be added and read “The Court finds that Plaintiff, while admitting that each part of the statement was true, disputed that the statement when read as a whole was true.”

Conclusions of Law on page 3, lines 22-24 – the portion of the paragraph reading “attributed to official documetns or proceedings from the Singletary case, as the statement references the case name, per Adelson” should be removed, as the Court did not make this ruling. If you can point to something in the transcript where the Court made this ruling, please let me know.

Conclusions of Law on page 4, lines 9-11 needs to have “but did not like the way it read as a whole” needs to be removed and replaced with “but also disputed that the statement when read as a whole was true.” This is consistent with the deposition testimony provided by your client in her Motion and Reply.

Conclusions of Law on page 4, lines 14-15 need to be removed and replaced with "THE COURT FURTHER CONCLUDES that, while Defendants did not authenticate the deposition transcript from the deposition of Plaintiff, the Court accepts the transcript as the sworn testimony of the Plaintiff."

Conclusions of Law on page 4, line 17 – the portion reading "as Plaintiff admitted it was true" needs to be replaced with "as Plaintiff admitted each portion of the statement was true, while disagreeing with the truth of the statement as a whole." Alternatively, I would accept removal of the quoted portion without replacement.

Regards,

Prescott T. Jones, Esq.  
Resnick & Louis, P.C.  
8925 West Russell Road, Suite 220  
Las Vegas, NV 89148  
Direct Phone: 702-997-1029  
[pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)  
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<image001.png>

ALBUQUERQUE | BAKERSFIELD | CHARLESTON | DALLAS | DENVER | HOUSTON | JACKSON | LAS VEGAS | MIAMI |  
ORANGE COUNTY | ORLANDO | PHOENIX | RIVERSIDE | SACRAMENTO | SALT LAKE CITY | SAN DIEGO | TAMPA |  
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From: Jenn Alexy <[Jenn@nettlesmorris.com](mailto:Jenn@nettlesmorris.com)>  
Sent: Tuesday, October 6, 2020 8:59 AM  
To: Prescott Jones <[pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)>; Kerry Doyle <[kdoyle@doylelawgroupplv.com](mailto:kdoyle@doylelawgroupplv.com)>  
Cc: Christian Morris <[Christian@nettlesmorris.com](mailto:Christian@nettlesmorris.com)>; Myraleigh Alberto <[malberto@rlattorneys.com](mailto:malberto@rlattorneys.com)>;  
Susan Carbone <[scarbone@rlattorneys.com](mailto:scarbone@rlattorneys.com)>  
Subject: RE: Lee vs. Patin: Order from 9/15 hearing

Hello Prescott and Kerry,

Just following up on the email below and the proposed Order. Please let us know as soon as you are able. Thank you.

### **Jenn Alexy**

Paralegal to Christian M. Morris, Esq.,  
Edward J. Wynder, Esq., and Tori R. Allen, Esq.  
**NETTLES | MORRIS**  
1389 Galleria Drive, Suite 200  
Henderson, Nevada 89014  
Direct Tel: (702) 763-6918  
Tel: (702) 434-8282 ext. 238  
Fax: (702) 786-0402

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From: Prescott Jones <[pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)>  
Sent: Thursday, October 1, 2020 3:39 PM  
To: Jenn Alexy <[Jenn@nettlesmorris.com](mailto:Jenn@nettlesmorris.com)>; Kerry Doyle <[kdoyle@doylelawgrouplv.com](mailto:kdoyle@doylelawgrouplv.com)>  
Cc: Christian Morris <[Christian@nettlesmorris.com](mailto:Christian@nettlesmorris.com)>; Myraleigh Alberto <[malberto@rlattorneys.com](mailto:malberto@rlattorneys.com)>;  
Susan Carbone <[scarbone@rlattorneys.com](mailto:scarbone@rlattorneys.com)>  
Subject: RE: Lee vs. Patin: Order from 9/15 hearing

Hi Jenn,

I am in deposition today but should be able to review and respond back by tomorrow. Thanks.

Prescott T. Jones, Esq.  
Resnick & Louis, P.C.  
8925 West Russell Road, Suite 220  
Las Vegas, NV 89148  
Direct Phone: 702-997-1029  
[pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)  
<http://www.rlattorneys.com>

<image001.png>

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From: Jenn Alexy <[Jenn@nettlesmorris.com](mailto:Jenn@nettlesmorris.com)>  
Sent: Thursday, October 1, 2020 3:30 PM  
To: Prescott Jones <[pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)>; Kerry Doyle <[kdoyle@doylelawgrouplv.com](mailto:kdoyle@doylelawgrouplv.com)>  
Cc: Christian Morris <[Christian@nettlesmorris.com](mailto:Christian@nettlesmorris.com)>; Myraleigh Alberto <[malberto@rlattorneys.com](mailto:malberto@rlattorneys.com)>;  
Susan Carbone <[scarbone@rlattorneys.com](mailto:scarbone@rlattorneys.com)>  
Subject: Lee vs. Patin: Order from 9/15 hearing

Hello,

Please see attached the draft Order granting Defendant Ingrid Patin's Motion for Summary Judgment and Patin Law Group's Joinder.

Please review and advise if any changes need to be made. If no changes are needed, please confirm your e-signature can be inserted for submission to the Court.

Thank you.

**Jenn Alexy**

Paralegal to Christian M. Morris, Esq.,  
Edward J. Wynder, Esq., and Tori R. Allen, Esq.  
**NETTLES | MORRIS**



1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Ton Lee, Plaintiff(s)

CASE NO: A-15-723134-C

7 vs.

DEPT. NO. Department 26

8 Ingrid Patin, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 10/28/2020

15 "Christian M. Morris, Esq." . christianmorris@nettleslawfirm.com

16 "Jeremy J. Thompson, Esq." . jthompson@mpplaw.com

17 "Paul E Larsen, Esq." . plarsen@mpplaw.com

18 Coreene Drose . cdrose@rlattorneys.com

19 Cristina Robertson . crobertson@mpplaw.com

20 Debbie Surowiec . dsurowiec@mpplaw.com

21 Ingrid Patin . ingrid@patinlaw.com

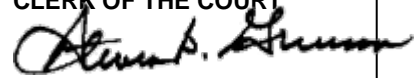
22 Jenn Alexy . jenn@nettleslawfirm.com

23 Joyce Ulmer . julmer@mpplaw.com

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8	Emily Arriviello	emily@nettlesmorris.com
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1 **MAFC**  
2 Kerry J. Doyle  
3 Nevada Bar No. 10571  
4 *kdoyle@DoyleLawGroupLV.com*  
5 **DOYLE LAW GROUP**  
6 7375 S. Pecos Rd., #101  
7 Las Vegas, NV 89120  
8 *Attorney for Defendant, Patin Law Group, PLLC*

6 **DISTRICT COURT**

7 **CLARK COUNTY, NEVADA**

8 TON VINH LEE, an individual,  
9  
10 Plaintiff,

11 vs.

12 INGRID PATIN, an individual, and PATIN  
13 LAW GROUP, PLLC, a Nevada Professional  
14 LLC,  
15 Defendants.

CASE NO.: A-15-723134-C  
DEPT NO.: XXVI

**HEARING REQUESTED**

**DEFENDANT PATIN LAW GROUP,  
PLLC'S MOTION FOR ATTORNEYS'  
FEES AND INTEREST**

16 Defendant, PATIN LAW GROUP, PLLC ("Defendant"), by and through their counsels of  
17 record, Kerry J. Doyle, Esq., of the Doyle Law Group pursuant to NRS 18.010, hereby files this  
18 Motion for Attorneys' Fees, Costs, and Interest.

19 This Motion is based upon the files, pleadings, and records on file herein, together with the  
20 points and authorities attached hereto and the arguments of Counsel as may be considered at the time  
21 of the hearing in this matter.

22 DATED this 19<sup>th</sup> day of November, 2020.

23 DOYLE LAW GROUP

24 /s/ Kerry J. Doyle

25 Kerry J. Doyle  
26 Nevada Bar No. 10571  
27 7375 S. Pecos Rod., #101  
28 Las Vegas, NV 89120  
*Attorneys for Defendant, Patin Law Group*

1     **DECLARATION OF KERRY J. DOYLE, ESO. IN SUPPORT OF DEFENDANT PATIN**  
2     **LAW GROUP, PLLC'S MOTION FOR ATTORNEYS' FEES, COSTS, AND INTEREST**

3     STATE OF NEVADA             )  
4                                     ) S.S.  
5     COUNTY OF CLARK         )

6             Kerry J. Doyle, Esq. declares under penalty of perjury,

7             1.       I am over the age of 18 years and have personal knowledge of the facts stated herein,  
8     except for those stated upon information and belief, and as to those, I believe them to be true. I am  
9     competent to testify as to the facts stated herein in a court of law and will so testify if called upon.

10            2.       I am a duly licensed and practicing attorney of the State of Nevada and am employed  
11     by the Doyle Law Group.

12            3.       I am an attorney for the Defendant PATIN LAW GROUP, PLLC in the above  
13     referenced case and am familiar with the facts and circumstances thereof and am competent to testify  
14     thereto.

15            4.       I was retained to handle the District Court defense of the matter and appellate  
16     attorney, Micah Echols, Esq. performed the appellate work on behalf of Defendant.

17            5.       Micah Echols Declaration regarding the work he performed on behalf of Defendant  
18     PATIN LAW GROUP, PLLC in the amount of approximately \$62,500.00 at the rate of \$500.00 for  
19     One Hundred and Twenty-Five (125) hours is attached hereto as **Exhibit A**.

20            6.       Defendant served upon Plaintiff an offer of judgment pursuant to NRCP 68 on  
21     January 26, 2017 in the amount of \$1,000 *inclusive* of costs and pre-judgment interest. *See Exhibit*  
22     **B**. Plaintiff rejected said offer of judgment and the matter was decided in favor of Defendants.

23            7.       I billed a total of 25.5 hours since the filing of the offer of judgment with a total billed  
24     amount of \$10,200. *See Exhibit C, Fee Transaction Sheets*. The attorney rate was \$400 per hour.  
25     **Exhibit D, Signed Fee Agreement**. These hours were reasonably, necessarily and actually incurred.

1           8.       The Exhibits attached to this Affidavit and Application are true and correct copies of  
2 what they are represented to be.

3           FURTHER AFFIANT SAYETH NAUGHT

4           DATED this 19<sup>th</sup> day of November, 2020.

5                               /s/ Kerry J. Doyle  
6                               KERRY J. DOYLE, ESQ.

7                               **MEMORANDUM OF POINTS AND AUTHORITIES**

8                               **I.**

9                               **STATEMENT OF FACTS AND RELEVANT PROCEDURAL HISTORY**

10           On August 17, 2015 Plaintiff Ton Vinh Lee, initiated a law suit against Defendants INGRID  
11 PATIN and PATIN LAW GROUP, PLLC. The basis of the lawsuit was an allegation that the  
12 Defendants had posted a defamatory statement on their website and it had injured his reputation as  
13 a dentist. Extensive motion work occurred over the years, including an appeal, and several motions;  
14 including motions by Defendants to compel Plaintiff to produce any relevant information to the  
15 case. In July of 2020, Defendants had the opportunity to depose Plaintiff. During the deposition  
16 Plaintiff admitted that no one aside from himself had ever read the post and that every sentence of  
17 the statement was true. Truth is an absolute defense to defamation. Defendants properly brought a  
18 Motion for Summary Judgment and a Motion to Dismiss based on the Fair Reporting Privilege.  
19 This Court granted the Motion for Summary Judgment based on the fact the entire statement was  
20 true and that it fell under the Fair Reporting Privilege as it was a clear recount of a judicial  
21 proceeding. The original statement was posted on patinlaw.com, all of the information contained  
22 within it was absolutely true.

23           Defendant made an Offer of Judgment to settle her claims with Plaintiff for \$1,000.00  
24 “inclusive of all accrued interest, costs, and attorney fees.” (See “*Def’t.’s Offer of Judgment,*  
25 *1/26/2017,*” attached as ***Exhibit B***). The offer was rejected. Plaintiff then served Defendant with  
26 an Offer of Judgment for \$49,999.00. (See “*Pltf.’s Offer of Judgment, 6/1/2018,*” attached as  
27 ***Exhibit E***).  
28

1 Defendant Patin submitted a Motion for Summary Judgment on August 07, 2020, to which  
2 this Defendant substantively joined. On September 15, 2020, the Motion was heard by the  
3 Honorable Judge Gloria Sturman. Judge Sturman granted Defendant's Motion for Summary  
4 Judgment. Defendant now bring this Motion for Fees.

5 **II.**

6 **LEGAL ARGUMENT**

7 Defendant is entitled to an award of attorney's fees and costs incurred herein under the  
8 legal theories set forth below.

9 **A. DEFENDANT IS THE PREVAILING PARTY AND SHOULD BE AWARDED**  
10 **ATTORNEYS' FEES, COSTS, AND INTEREST PURSUANT TO NRCP 68**

11 Defendant is entitled to an award of attorneys' fees, costs, and interest incurred herein under the  
12 legal theories set forth below.

13 NRCP 68(f) provides:

14 Penalties for Rejection of Offer. If the offeree rejects an offer and fails to obtain a  
15 more favorable judgment,

16 (1) The offeree cannot recover any costs or attorneys' fees and shall not recover  
17 interest for the period after the service of the offer and before the judgment; and

18 (2) The offeree shall pay the offeror's post-offer costs, applicable interest on the  
19 judgment from the time of the offer to the time of entry of the judgment and  
20 reasonable attorneys' fees, if any be allowed, actually incurred by the offeror from  
21 the time of the offer. If the offeror's attorney is collecting a contingent fee, the amount  
22 of any attorney's fees awarded to the party for whom the offer is made must be  
23 deducted from that contingent fee.

24 Here, Plaintiff rejected Defendant's Offer of Judgment in the amount of \$1,000.00. (*See*  
25 *Patin Law Group, PLLC's Offer of Judgment to Plaintiff Ton Vinh Lee, dated January 26, 2017,*  
26 *attached hereto as **Exhibit B.**)* Defendant contends this offer is manifestly reasonable considering  
27 the lack of evidence presented to show Plaintiff's loss based upon the alleged defamation.

28 Plaintiff filed a Complaint alleging defamation *per se* against Defendant. However, Plaintiff  
was unable to produce sufficient evidence to support his alleged claims in this matter, which  
ultimately resulted in a granting of Summary Judgment in favor of Defendant. Defendant incurred  
substantial attorneys' fees and costs in defending against Plaintiff's claims. A total of 25.5 billable

1 hours have been expended with a total billed amount of \$10,200. *See Exhibit C.* The attorney rate  
2 was \$400 per hour. *See Exhibit B.* Additionally, Micah Echols, Esq., performed approximately 125  
3 hours of work on the appeals in this matter and billed Defendant \$62,500. Detailed billing to be  
4 supplemented upon receipt from prior employer. As Plaintiff has rejected the Offer of Judgment and  
5 has failed to obtain a more favorable outcome, Defendant should be awarded fees in the amount of  
6 \$72,700 as instructed by NRCP 68, and adequately supported by the Fee Transaction Sheet. *See*  
7 **Exhibit C.**

8 **B. DEFENDANT SATISFIES THE FACTORS SET FORTH IN BEATTIE AND**  
9 **BRUNZELL AND SHOULD BE AWARDED ATTORNEYS' FEES.**

10 Rule 68 of the NRCP grants courts discretion to award attorney fees when an offer of  
11 judgment is rejected; furthermore, the fee-shifting provisions found in NRCP 68 extend to fees  
12 incurred on and after appeal. NRCP 68(f)(2); *In re Estate of Rose Miller*, 216 P.3d 239, 125 Nev.  
13 550 (2009). The *discretion* is to be guided by the *Beattie* factors. Similar to the instant case, *Beattie*  
14 addresses the defendant-offeror/plaintiff-offeree scenario and what happens when the offer of  
15 judgment is rejected. In the described situation, the analysis is as follows:

- 16 1. Whether the plaintiff's claim was brought in good faith;
- 17 2. Whether the defendant's offer of judgment was reasonable and in good faith in both its  
18 timing and amount;
- 19 3. Whether the plaintiff's decision to reject the offer and proceed to trial was grossly  
20 unreasonable or in bad faith, and;
- 21 4. Whether the fees sought by the offeror are reasonable and justified in amount.

22 *See Beattie v. Thomas*, 99 Nev. 579, 588-89 (1983).

23 Here, the *Beattie* factors weigh in favor of an award of attorney fees to Defendant.

24 **1. The first factor weighs in favor of Defendant because Plaintiff's case was not brought**  
25 **in good faith**

26 From the initial Complaint until the final hearing, Plaintiff has litigated this case asserting that  
27 Defendant defamed Plaintiff by accurately reporting a Court description on Defendant's website. In  
28 order to bring a claim of defamation, the statement must be both false and defamatory. In this case,

1 when asked under oath what part of the statement was false, the Plaintiff admitted nothing in the  
2 statement was false. Plaintiff was aware of the truth of the statement the entire time the case was in  
3 litigation. This case was brought in bad faith with no objectively reasonable basis for the claim.  
4 Further, throughout litigation Plaintiff failed to present evidence that would justify the  
5 continuation of litigation. As such, it is assumed that Plaintiff did not bring this case forward in good  
6 faith.

7 **2. The second factor weighs in Defendant's favor because her Offer of Judgment was**  
8 **Reasonable and in Good Faith.**

9 **i. The timing of Defendant's offer was reasonable and in good faith.**

10 Defendant made the Offer of Judgment on January 26, 2017, nearly two (2) years after the initial  
11 complaint was filed by Plaintiff. At that time, Plaintiff was well aware the statement was true; thus  
12 he had ample time to evaluate and consider the lack of evidence available to Plaintiff. Thus, the  
13 timing of Defendant's offer can only be viewed as reasonable and done in good faith.

14 **ii. The amount of Defendant's offer was reasonable and in good faith.**

15 Defendant's offer was for \$1,000.00. Defendant knew the statement as written was true and an  
16 accurate reporting of the case. Truth is an absolute defense to Plaintiff's claim of defamation. At the  
17 time the offer was made, Plaintiff had not produced any evidence of damages and as the statement  
18 had been taken down from the website there was no chance of ongoing damages. The fact that  
19 Plaintiff knew (and later admitted under oath) that every line of the statement was true, admitted that  
20 no one aside from himself had ever read the statement, and admitted he had no knowledge of what  
21 financial damages he sustained; is clear evidence that Defendant was reasonable in making the offer.  
22 Thus, the offer of \$1,000.00 is reasonable and was done in good faith in order to avoid unnecessary  
23 and continued litigation.

24 **3. The third factor weighs in favor of Defendant because Plaintiff's decision to reject the**  
25 **offer was grossly unreasonable.**

26 Nevada's offer of judgment rule encourages settlement by stimulating parties to take an objective  
27 view of the strengths and weaknesses of their respective positions. *Beattie*, 99 Nev. at 588. Although  
28 the rules do not *require* a party to forego legitimate claims or defenses, it does provide for a



1 *punishment* of sorts when a party unreasonably insists on going to trial. *Id.* That is, where the claims  
2 and defenses in an action are similarly matched in persuasive power – or where a claim or defense  
3 is stronger in persuasive power – the rules acts as a motivating force to cajole objective analysis of  
4 (1) each side’s strengths and weaknesses and (2) the potential of an adverse verdict. Where an offer  
5 is sufficiently low from a Plaintiff, and the relative strengths of each side’s arguments and evidence  
6 are of similar or approximate persuasive value, then rejection of an offer and insistence on trial is  
7 grossly unreasonable.

8 In this case, Plaintiff was in possession of the statement. He was aware of every sentence being  
9 true. Since truth is an absolute defense to defecation, it was unreasonable for Plaintiff o reject any  
10 offer on this case, especially one for \$1,000 that was inclusive of the interests, costs and attorneys’  
11 fees. Plaintiff was aware that there had been extensive motion work on this case and there were  
12 likely to be substantial fees Defendants would pursue when the Plaintiff admitted the statement was  
13 true.

14 Here, Defendant offered an amount that was higher than Plaintiff received due to the Judge’s  
15 dismissal of Plaintiff’s case. Additionally, when the fact that Plaintiff lacked the evidence and case  
16 law to support his case is taken into consideration, it is thus that the rejection of Defendant’s offer  
17 must be viewed as grossly unreasonable given the *objective* reality of the case and the procedural  
18 history between Defendant and Plaintiff from previous cases.

19 In this case Plaintiff did not know anyone who had read this statement and he admitted every  
20 line of the statement was true. Nothing about the statement or Plaintiff’s knowledge of the truth of  
21 it has ever changed throughout the litigation; thus for the Plaintiff to not accept the offer and continue  
22 to pursue a case when he knows the statement was true the entire time, is unreasonable. This, it was  
23 grossly unreasonable to reject an offer of \$1,000 on a case where he was aware the entire time that  
24 he had no evidence to support the action.

25 **4. The fourth factor weighs in favor of Defendant because the requested fees are**  
26 **reasonable and justified in amount.**

27 Defendant seeks attorneys’ fees in the amount of \$72,700. In Nevada, “the method upon  
28 which a reasonable fee is determined is subject to the discretion of the court,” which is tempered

only by reason and fairness. *Shuette v. Beazer Homes Holdings Copr.*, 121 Nev. 837 (2005); and *University of Nevada v. Tarkanian*, 110 Nev. 581, 594, 591 (1994).

In evaluating the award of attorneys' fees, the Court should consider each of the factors laid out in *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969), often referred to as the *Brunzell factors*. These factors include:

(a) Qualities of the advocate: their ability, training, education experience, professional standing, and skill;

(b) The character of the work to be done: its difficulty, intricacy, importance, the time and skill required, the responsibility imposed and the prominence and character of the parties when they affect the importance of the litigation;

(c) The work actually performed by the lawyer: the skill, time, and attention given to the work; and

(d) The result: whether the attorney was successful and what benefits they derived.

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

***a. Qualities of the advocate***

Kerry J. Doyle, Esq., is a well-known and respected attorney in Las Vegas for his considerable experience with medical malpractice cases. He has received an AV Preeminent Rating from Martindale-Hubbell, a significant rating accomplishment which represents a testament to the highest level of professional excellence and very high criteria of general ethical standards. Kerry Doyle is the owner of Doyle Law Group and has assisted hundreds of clients in their quest for Justice and resolution in a broad range of areas, from personal injury to family law.

Micah S. Echols, Esq., is a licensed attorney and has handled over 250 civil appellate matters in both State and Federal Court. He is licensed to practice before the United States Supreme Court and has also received the AV Preeminent Rating from Martindale-Hubbell, a significant rating accomplishment which represents a testament to the highest level of professional excellence and very high criteria of general ethical standards.

Furthermore, this Court has observed first-hand the quality of the representation, and the level of preparation, which is indicative of the qualities of Defendant's Counsel.

1 ***b. The character of the work to be done***

2 The difficulty, intricacy, importance, time, and skill required, and responsibility imposed  
3 again justifies the attorneys' fees sought. This case, having been brought back in 2015, has a large  
4 procedural history and has required extensive research, motion practice and hearing attendance.  
5 Reviewing the amount of time and effort that has been put towards this case clearly justifies the  
6 reasonableness of Defendant's attorneys' fees.

7 ***c. The work actually performed***

8 The skill, time, and attention given to the work are also indicative of the reasonableness of  
9 the Defendant's attorneys' fees. As shown in the Court records, attached billing statements, and the  
10 declaration of Mr. Doyle, the hours expended in this case were reasonable. The matter was  
11 contentious and zealously litigated by Defendant for nearly three (3) years. Declarant and/or other  
12 employees at Declarant's law firm completed a number of tasks in defending this case. For example,  
13 Defendant's counsel performed pre-trial motion work including drafting joinder requests, drafting  
14 oppositions to Plaintiff's motions, and prepping for and attending hearings related to Defendant's  
15 Motion for Summary Judgment on the Pleadings, in the Alternative, Motion for Summary Judgment.  
16 It should also be noted that the hearings associated with all these motions were also given the time  
17 and care necessary in order to be a zealous and effective advocate.

18 Additionally, Micah S. Echols, Esq., of the Claggett & Sykes Law Firm handled the appellate  
19 work for Defendant. As set forth in Mr. Echols declaration, the hours expended in this case were  
20 reasonable. (*See Declaration of Mr. Micah S. Echols*, attached hereto as **Exhibit A**). Micah drafted  
21 Motions and Briefs in relation to this case. It too must be noted that the hearings associated with  
22 these motions and brief were also given the time and care necessary in order to be a zealous and  
23 effective advocate.

24 Thus, given the preparation for this case was detailed and complete, it is clear to see that the  
25 fees charges were reasonable and necessary.

26 ***d. The results***

27 The fourth factor depends on the success and benefits derived from the litigation and the  
28 reasonableness of the Defendant's attorneys' fees. Plaintiff cannot reasonably dispute that the

1 judgment obtained was not a great success for Defendant, as Defendant is the prevailing party in this  
2 action. Thus, the fourth *Brunzell* factor has been significantly satisfied to permit the Defendant to  
3 recover reasonable attorney fees in this matter.

4 Therefore, this Court should find that all of the factors in both *Beattie* and *Brunzell* have been  
5 satisfied and a sufficient basis exists to award reasonable attorneys' fees in the amount of \$8,800.  
6 Finally, Plaintiff has satisfied all the necessary factors found in NRS 18.020(3), NRCP 68, and the  
7 *Beattie* and *Brunzell* as stated above and thus a sufficient basis exists to award reasonable attorneys'  
8 fees and interest in the amount of 35,200.00.

9 **III.**

10 **CONCLUSION**

11 Based upon the foregoing, Defendant respectfully requests the Court grant her *Motion for*  
12 *Attorneys' Fees, and Interest.*

13 DATED this 19<sup>th</sup> day of November, 2020.

14 DOYLE LAW GROUP

15  
16 /s/ Kerry J. Doyle

Kerry J. Doyle

Nevada Bar No. 110571

7375 S. Pecos Rod., #101

Las Vegas, NV 89120

19 *Attorneys for Defendant, Patin Law Group*

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Lisa Bell	lbell@rlattorneys.com
Prescott Jones	pjones@rlattorneys.com
Susan Carbone	scarbone@rlattorneys.com
Jessica Humphrey	jhumphrey@rlattorneys.com

/s/ Kerry Doyle  
An employee of DOYLE LAW GROUP

## EXHIBIT A

**DECLARATION OF MICAH S. ECHOLS, ESQ. IN SUPPORT OF DEFENDANT PATIN  
LAW GROUP, PLLC'S APPLICATION FOR ATTORNEYS' FEES, COSTS, AND  
INTEREST**

STATE OF NEVADA            )  
  ) S.S.  
COUNTY OF CLARK        )

Micah S. Echols, Esq. being first duly sworn deposes and says,

1. I am a duly licensed and practicing attorney of the State of Nevada and am employed by the Claggett & Sykes Law Firm's appellate division.

2. I was the attorney for the Defendant PATIN LAW GROUP, PLLC in the above referenced case and am familiar with the facts and circumstances thereof and am competent to testify thereto.

3. I have handled over 250 civil appellate matters in State and Federal Court.

4. I am licensed to practice before the United States Supreme Court.

5. I have received an AV Preeminent Rating from Martindale-Hubbell, a significant rating accomplishment which represents a testament to the highest level of professional excellence and very high criteria of general ethical standards.

6. Defendant served upon Plaintiff an offer of judgment pursuant to NRCP 68 on January 26, 2017 in the amount of \$1,000 *inclusive* of costs and pre-judgment interest. *See Exhibit B.* Plaintiff rejected said offer of judgment the matter was decided in favor of Defendants.

7. My general hourly rate is \$500.00. I spent approximately One Hundred and Twenty-Five (125) hours in this case when I was at my previous employer Marquis Aurbach Coffing. I have requested the detailed billing from them and will supplement upon receipt. The amount reasonably, actually, and necessarily incurred was approximately \$62,500.00.

8. As attorney for Defendant, I drafted numerous briefs and motions, including but not limited to:

- a. Opening Brief
- b. Appellants' Appendix

- c. Reply Brief
- d. Reply Appendix

9. Additionally, I represented Defendant during Oral Argument before the En Banc Nevada Supreme Court in Carson City.

10. The Exhibits attached to this Affidavit and Application are true and correct copies of what they are represented to be.

Pursuant to NRS 53.045, I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

DATED this 19th day of November, 2020.

/s/ Micah S. Echols  
MICAHA ECHOLS, ESQ.



## EXHIBIT B

**OFFER**

PAUL E. LARSEN

Nevada Bar No. 003756

JEREMY J. THOMPSON

Nevada Bar No. 012503

MORRIS POLICH & PURDY LLP

3800 Howard Hughes Pkwy, Suite 500

Las Vegas, NV 89169

Telephone: (702) 862-8300

Facsimile: (702) 862 -- 8400

[plarsen@mpplaw.com](mailto:plarsen@mpplaw.com)

[jthompson@mpplaw.com](mailto:jthompson@mpplaw.com)

*Attorneys for Patin Law Group, PLLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

TON VIN LEE, an individual,

Plaintiff,

v.

INGRID PATIN, an individual, and PATIN  
LAW GROUP, PLLC, a Nevada Professional  
LLC,

Defendants.

) Case No: A723134

) Dept. No: IX

) **DEFENDANT PATIN LAW**  
) **GROUP, PLLC'S OFFER OF**  
) **JUDGMENT TO PLAINTIFF**

TO: TON VINH LEE, Plaintiff; and

TO: PRESCOTT JONES, ESQ. of RESNICK & LOUIS, P.C., Counsel for Plaintiff.

Pursuant to Rule 68 of the N.R.C.P., Defendant, PATIN LAW GROUP, PLLC, hereby offers to allow judgment to be taken in her favor, only, and against Plaintiff, TON VINH LEE, in the above-entitled matter in the total amount of ONE THOUSAND AND NO/100THS DOLLARS (\$1,000.00), inclusive of all accrued interest, costs, and attorney fees, and any other sums that could be claimed by Defendant, PATIN LAW GROUP, PLLC, against Plaintiff, TON VINH LEE, in the above-captioned action.

1 Pursuant to Rule 68 of the N.R.C.P., this offer shall be open for a period of ten (10) days  
2 from the date of service of this Offer. In the event this Offer of Judgment is accepted by Plaintiff  
3 TON VINH LEE, Defendant, PATIN LAW GROUP, PLLC, will elect to pay the amount offered  
4 here within a reasonable time and obtain a dismissal of the claim as provided by N.R.C.P. 68(d),  
5 rather than to allow judgment to be entered against Defendant, PATIN LAW GROUP, PLLC.

6 This Offer of Judgment is made solely for the purposes intended by N.R.C.P. 68 and is  
7 not to be construed as an admission in any form, shape or manner that Defendant, PATIN LAW  
8 GROUP, PLLC, is liable for any of the allegations made by Plaintiff in the Complaint. Nor is it  
9 an admission that Plaintiff is entitled to any relief, including, but not limited to, an award of  
10 damages, attorney's fees, costs or interest and is nullified by any such award.

11 DATED this 26 day of January, 2017.

12 MORRIS POLICH & PURDY LLP

13   
14 PAULE LARSEN

15 Nevada Bar No. 003756

16 JEREMY J. THOMPSON

17 Nevada Bar No. 012503

18 MORRIS POLICH & PURDY LLP

19 3800 Howard Hughes Pkwy, Suite 500

20 Las Vegas, NV 89169

21 Telephone: (702) 862-8300

22 Facsimile: (702) 862 -- 8400

23 [plarsen@mpplaw.com](mailto:plarsen@mpplaw.com)

24 [jthompson@mpplaw.com](mailto:jthompson@mpplaw.com)

25 Attorneys for Patin Law Group, PLLC  
26  
27  
28

**CERTIFICATE OF SERVICE**

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I certify that on this 26 day  
January, 2017, I served the foregoing **DEFENDANT PATIN LAW GROUP, PLLC'S OFFER  
OF JUDGMENT TO PLAINTIFF** to the following parties by electronic transmission through  
the Wiznet system:

**Resnick & Louis**

**Contact**

**Email**

Coreene Drose

[cdrose@rlattorneys.com](mailto:cdrose@rlattorneys.com)

Lisa Bell

[lbell@rlattorneys.com](mailto:lbell@rlattorneys.com)

**Resnick & Louis, P.C.**

**Contact**

**Email**

Prescott Jones

[pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)

  
Attorney of MORRIS POLICH & PURDY LLP

## EXHIBIT C

<b>DATE</b>	<b>WORK PERFORMED</b>	<b>ATTORNEY AT RATE OF \$400 PER HOUR</b>	<b>TIME</b>	<b>FEE INCURRED</b>
09/05/2019	Substitution of Attorney	<b>Doyle</b>	.50	\$100.00
09/13/2019	Early Case Conference	<b>Doyle</b>	.50	\$100.00
10/10/2019	Review and sign JCCR	<b>Doyle</b>	.75	\$100.00
11/13/2019	Prepare for and Attend Mandatory Rule 16 Conference	<b>Doyle</b>	1.0	\$400.00
07/07/2020	Draft and file Defendant Patin Law Group, PLLC's Joinder to Defendant Ingrid Patin's Opposition to Plaintiff's Motion to Extend Discovery Deadlines	<b>Doyle</b>	.50	\$200.00
07/13/2020	Prepare for deposition of Plaintiff Ton Vinh Lee, DDS including review of investigation, online research, discovery responses and pleadings	<b>Doyle</b>	8.5	\$3,000.00
08/04/2020	Draft and file Defendant Patin Law Group, PLLC's Joinder to Defendant Ingrid Patin's Supplemental Opposition to Plaintiff's Motion to Extend Discovery Deadlines	<b>Doyle</b>	.50	\$100.00
08/04/2020	Prepare for and Attendance at Hearing on Plaintiff's Motion to Extend Discovery Deadline – First Request	<b>Doyle</b>	1.75	\$600.00
08/10/2020	Draft and file Defendant Patin Law Group, PLLC's Joinder to Defendant Ingrid Patin's Motion for Judgment on the Pleadings, in	<b>Doyle</b>	.25	\$100.00

DATE	WORK PERFORMED	ATTORNEY AT RATE OF \$400 PER HOUR	TIME	FEE INCURRED
	the Alternative, Motion for Summary Judgment			
9/09/2020	Continue to prepare for and attend the deposition of Christopher Money	<b>Doyle</b>	3.5	\$1,400.00
09/09/2020	Defendant Patin Law Group, PLLC's Joinder to Defendant Ingrid Patin's Reply to Plaintiff's Opposition to Defendant Ingrid Patin's Motion for Judgment on the Pleadings, in the Alternative, Motion for Summary Judgment	<b>Doyle</b>	.50	\$100.00
09/15/2020	Prepare for and Attend Hearing on Defendant Ingrid Patin's Motion for Judgment on the Pleadings, in the Alternative, Motion for Summary Judgment and Defendant Patin Law Group, PLLC's Joinder to Defendant Ingrid Patin's Motion for Judgment on the Pleadings, in the Alternative, Motion for Summary Judgment	<b>Doyle</b>	3.5	\$1,200.00
11/17/2020	Review Motion for Reconsideration	<b>Doyle</b>	1.25	\$400.00
11/19/2020	Draft and file Motion for Fees	<b>Doyle</b>	2.5	\$1,000.00
			25.5	
		<b>TOTAL FEES:</b>		<b>\$10,200</b>





## EXHIBIT D

## **Hourly Retainer Agreement**

**THIS AGREEMENT** between Doyle Law Group, LLC. ("Law Firm") and ("Client") is made in Las Vegas, Nevada.

**Conditions.** This Agreement will not take effect, and Law Firm shall have no professional responsibility or obligation to render legal services, until Client signs this Agreement and pays any required retainer.

**Legal Services To Be Provided.** Client engages Law Firm as counsel with respect to the following specific matter(s):

Ton Vinh Lee vs. Patin Law Group, PLLC, A-15-723134-C.

If substantial services are rendered as to other matters with Client's consent, such services shall be subject to this Retainer Agreement unless covered by another written agreement. Law Firm will only do what is reasonably necessary to effectively represent Client, taking into account the amount in issue, and the ability and willingness of Client to pay legal fees. Law Firm is not qualified, and has not been retained, to give tax advice. Client has the responsibility to consult with an accountant or tax specialist as to the tax effect of any event, including actions which Law Firm advises Client to take.

**Law Firm's Responsibilities.** Law Firm promises to abide by this Agreement and to:

- Competently and diligently provide the legal services described above.
- Keep Client informed of its progress, and of any important developments.
- Respond promptly to Client's telephone calls and letters.
- Cooperate with Client so that Client may be effectively represented.

**Client's Responsibilities.** Client promises to abide by this Agreement and to:

- Pay Law Firm's fees and expenses on time.
- Keep Law Firm advised of Client's current address, telephone number, and whereabouts.
- Inform Law Firm promptly of any dissatisfaction with Law Firm's services or with its fees.
- Cooperate with Law Firm so that Client may be effectively represented. Client agrees to inform Law Firm of all relevant facts, whether or not Client believes that any fact is unfavorable, and to provide copies (or originals if requested and available) of all relevant documents.

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**Fees.** Law Firm's fee shall be computed on an hourly basis, at the following hourly rates. Rates may change in the future, but only after advance notice to Client.

Kerry J. Doyle, Esq.	\$400.00
Paralegals	\$150.00

Law Firm's fee shall include, but is not limited to, time spent: (i) in any initial client conference; (ii) in charges for performing services prior to signing of this Agreement; (iii) telephone conferences whether with Client or with others; (iv) conferences between attorneys employed by Law Firm, or with other attorneys employed by Client; (v) time spent traveling both locally and out-of-town; (vi) making any motion to withdraw as counsel which is granted by the court; and (vii) in preparing a substitution of attorney, cooperating with substitute counsel, transferring the file or making other arrangements reasonably necessary upon termination of Law Firm's representation of Client.

**Costs And Expenses.** Law Firm charges for the following expenses in addition to its hourly fee: (i) for photocopying and printing at the rate of \$0.10 per page; and (ii) for auto travel to and from destinations outside of the Las Vegas city limits, at the prevailing IRS rate. Law Firm will advance reasonable and necessary out of pocket costs, including filing and recording fees, messenger and other delivery fees, on-line computer research services, parking and other local travel expenses. Client agrees to reimburse Law Firm as billed for all such costs advanced. Law Firm may (but is not required to) advance costs for court reporter's fees, out-of-town travel expenses including airfare, meals and lodging, outside copying services, title reports, and the fees of investigators, consultants, or experts. With respect to these or similar large or extraordinary costs, Law Firm may require Client to pay a separate advance retainer for costs, or to pay such costs directly. Client agrees to reimburse Law Firm if it elects to advance these costs.

**Billing.** Law Firm will send an itemized, monthly bill to Client which clearly describes the services performed and shows the time spent performing each task, the rate and basis for calculation of fees. Law Firm will provide a special interim statement within ten (10) days after Client's request. The bill is due and payable upon receipt by Client and becomes delinquent within thirty (30) days after the date shown on the statement. Any delinquent balance will bear interest at ten percent (10%) per annum. Client shall notify Law Firm as to any objection or dispute concerning a bill before that bill becomes delinquent. If Client fails to object, Law Firm may continue services in reliance on the account as stated.

**Retainer.** Client initials: \_\_\_\_\_ Law Firm initials (or "N/A"): \_\_\_\_\_ Concurrently with the execution hereof, Client shall pay to Law Firm a retainer in the amount of \$ \_\_\_\_\_. Such sum shall be held in trust account by Law Firm and drawn upon monthly as fees and expenses accrue. As statements are rendered to Client, Client shall pay an amount necessary to restore the retainer to a balance of \$ \_\_\_\_\_. Law Firm is hereby authorized to, at any time, without further notice to Client, draw on any trust balance to pay costs directly or to pay sums owing to Law Firm under this Agreement. At the conclusion of Law Firm's employment, any unused portion of the retainer shall be refunded to Client.

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**Security Agreement.** Client grants to Law Firm a security interest in any retainer paid in trust to Law Firm, and in any and all claims, causes of action, general intangibles, contract rights and rights to payment of any kind which arise under or relate to the subject of Law Firm's representation. Such lien will attach, without implied limitation, to any recovery Client may obtain, whether by judgment, arbitration award, settlement or otherwise. **THIS PROVISION CREATES A CHARGING LIEN IN FAVOR OF LAW FIRM AS SECURITY FOR ITS FEES.** In the event of a dispute between Law Firm and Client, this lien could significantly impair Client's interest by delaying payment of funds owing to Client until the dispute can be resolved. Client authorizes Law Firm to file a financing statement to perfect such lien. Client authorizes Law Firm to negotiate checks and drafts and otherwise receive funds in Client's name and to disburse from those funds all amounts owing to Law Firm under this Agreement prior to remitting the balance to Client.

**Client Trust Funds.** Funds deposited in Law Firm's trust account for the benefit of Client, including retainers, will not bear interest. Client may request in writing that an interest bearing account be established, providing Client's social security number or tax identification number for reporting purposes.

**Termination Or Conclusion Of Services.** The attorney-client relationship is one of mutual trust, confidence and respect. For this reason, Client retains the right to discharge Law Firm at any time for any reason, and Client assents to the withdrawal of Law Firm at any time for any reason, provided that Law Firm has taken reasonable steps to avoid reasonably foreseeable prejudice to the rights of Client. Client agrees to execute any Substitution of Attorney necessary to affect the withdrawal. In the event that Law Firm withdraws for "cause," Client will remain liable for all fees and expenses incurred under the terms of this Agreement. If Law Firm withdraws without "cause," Client will be responsible to reimburse Law Firm for costs advanced, and for a reasonable fee for services rendered prior to withdrawal, adjusted if necessary to reflect any cost of retaining substitute counsel. "Cause" includes: Client's breach of this Agreement, failure to pay fees currently when due, Client's failure to cooperate such that it becomes unreasonably difficult for Law Firm to carry out its employment effectively, or any other fact or circumstance under which Law Firm may withdraw under the Rules of Professional Conduct.

**Return of Client's File.** Upon client's written request Law Firm will, whether or not all fees owing under this Agreement have been paid, make Client's file (with the exception of Law Firm's work product) available for pickup by Client at Law Firm's office. Law Firm may at any time request in writing that Client take possession of all or a portion of Client's file. If Client does not take possession within 30 days after mailing of such request, Law Firm may thereafter destroy the file. In any case, Law Firm is authorized to destroy the file without notice five years after termination of Law Firm's employment

**No Guaranties As To Outcome.** Nothing in this Agreement, and no statement made to Client before or after this Agreement is signed, is intended as a promise or guaranty as to the outcome of Client's matter. Law Firm makes no such promises or guaranties. Law Firm's comments about the anticipated outcome are expressions of opinion only.

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**Effective Date.** This Agreement will take effect when Client has performed the Conditions referred to at the beginning of this Agreement, but its effective date will be retroactive to the date on which Law Firm first performed legal services. The date at the beginning of this Agreement is for reference only.

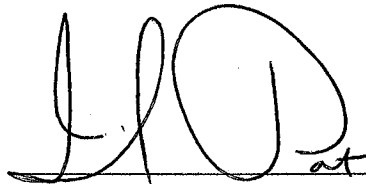
**General Provisions.** This Agreement contains the entire agreement and understanding between Law Firm and Client as to the terms of Law Firm's engagement. It cannot be modified except in writing signed by the party against which the modification is to be enforced. The venue of any action arising under or relating to this Agreement or to Law Firm's representation of Client shall be in Las Vegas, Nevada.

**Conclusion of Services; Turnover, Storage, and Destruction of Files.** When Attorney's services conclude, all unpaid charges shall become immediately due and payable. Attorney will normally formally withdraw from the case at its conclusion. After payment of all sums due and upon Client's request, Attorney will deliver Client's file (other than Attorney's personal notes, briefs, and work product that Attorney elects to retain) to Client, along with any Client funds or property in Attorney's possession. Files are digitized, stored as PDF files. If Attorney is not instructed otherwise, Client's file will be kept by Attorney in digital form for seven years after completion of the case as set forth in the Nevada Rules of Professional Conduct. If you want your file, or anything out of your file, you should obtain it promptly upon conclusion of your case.

Dated this 2 day of SEPTEMBER, 2019

CLIENT

\_\_\_\_\_  
FOR THE FIRM

A handwritten signature in black ink, appearing to be 'JOD' with a small 'at' written below it, positioned over a horizontal line.

CLIENT

## EXHIBIT E

1 **OFFER**  
2 **RESNICK & LOUIS, P.C.**  
3 PRESCOTT JONES  
4 Nevada Bar No. 11617  
5 [pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)  
6 5940 S. Rainbow Blvd.  
7 Las Vegas, Nevada 89118  
8 Telephone: (702) 997-3800  
9 Facsimile: (702) 997-3800  
10 *Attorneys for Plaintiff,*  
11 *Ton Vinh Lee*

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

15 TON VINH LEE,

16 Plaintiff,

17 v.

18 INGRID PATIN, an individual, and PATIN  
19 LAW GROUP, PLLC, a Nevada Professional  
20 LLC,

21 Defendants.

CASE NO.: A-15-723134-C

DEPT: 26

**PLAINTIFF TON VINH LEE'S  
APPORTIONED CONDITIONAL  
OFFER OF JUDGMENT TO  
DEFENDANTS**

22 To: INGRID PATIN, Defendant.

23 To: PATIN LAW GROUP, PLLC, Defendant.

24 To: CHRISTIAN M. MORRIS, ESQ. of NETTLES LAW FIRM, Attorneys for Defendant.

25 To: PAUL E. LARSEN, ESQ. of SNELL & WILMER, Attorneys for Defendant.

26 PLEASE TAKE NOTICE THAT pursuant to Rule 68(b) of NRCP, Plaintiff TON VINH  
27 LEE hereby offers to accept judgment against Defendant INGRID PATIN in the above entitled-  
28 matter in the total amount of FORTY-NINE THOUSAND NINE HUNDRED NINETY-NINE  
DOLLARS AND ZERO CENTS (\$49,999.00). This offer of judgment is conditioned upon the  
acceptance of the offer by both Defendants.

1 PLEASE TAKE FURTHER NOTICE THAT pursuant to Rule 68(b) of NRCP, Plaintiff  
2 TON VINH LEE hereby offers to accept judgment against Defendant PATIN LAW GROUP,  
3 PLLC in the above entitled-matter in the total amount of FORTY-NINE THOUSAND NINE  
4 HUNDRED NINETY-NINE DOLLARS AND ZERO CENTS (\$49,999.00). This offer of  
5 judgment is conditioned upon the acceptance of the offer by both Defendants.

6 This apportioned conditional offer is made inclusive of all fees, costs, and pre-judgment  
7 interest.

8 DATED this 1st day of June, 2018.

9  
10 **RESNICK & LOUIS, P.C.**

11 */s/ Prescott T. Jones*

12 By: \_\_\_\_\_  
13 PRESCOTT JONES  
14 Nevada Bar No. 11617  
15 5940 S. Rainbow Blvd.  
16 Las Vegas, NV 89118  
17 [pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)  
18 Telephone: (702) 997-1029  
19 Facsimile: (702) 997-1029  
20 *Attorneys for Plaintiff,*  
21 *Ton Vinh Lee*



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**CERTIFICATE OF SERVICE**


I HEREBY CERTIFY that service of the foregoing **PLAINTIFF TON VINH LEE'S**  
**APPORTIONED CONDITIONAL OFFER OF JUDGMENT TO DEFENDANTS** was  
served this 1<sup>st</sup> day of June, 2018, by:

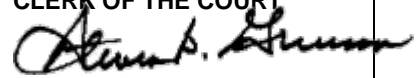
☐ **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with  
postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada,  
addressed as set forth below.

☐ **BY FACSIMILE:** by transmitting via facsimile the document(s) listed above to the fax  
number(s) set forth below on this date before 5:00 p.m. pursuant to EDCR Rule 7.26(a).  
A printed transmission record is attached to the file copy of this document.

☐ **BY PERSONAL SERVICE:** by causing personal delivery by an employee of Resnick  
& Louis, P.C. of the document(s) listed above to the person(s) at the address(es) set  
forth below.

☒ **BY ELECTRONIC SERVICE:** by transmitting via the Court's electronic filing  
services the document(s) listed above to the Counsel set forth on the service list on this  
date pursuant to EDCR Rule 7.26(c)(4).

  
\_\_\_\_\_  
An Employee of Resnick & Louis, P.C.



**MAFC**  
BRIAN D. NETTLES, ESQ.  
Nevada Bar No. 7462  
CHRISTIAN M. MORRIS, ESQ.  
Nevada Bar No. 11218  
VICTORIA R. ALLEN, ESQ.  
Nevada Bar No. 15005  
NETTLES | MORRIS  
1389 Galleria Drive, Suite 200  
Henderson, Nevada 89014  
Telephone: (702) 434-8282  
Facsimile: (702) 434-1488  
[brian@nettlesmorris.com](mailto:brian@nettlesmorris.com)  
[christian@nettlesmorris.com](mailto:christian@nettlesmorris.com)  
[victoria@nettlesmorris.com](mailto:victoria@nettlesmorris.com)  
*Attorneys for Defendant, Ingrid Patin*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

TON VINH LEE, an individual,  
  
Plaintiff,

vs.

INGRID PATIN, an individual, and PATIN  
LAW GROUP, PLLC, a Nevada Professional  
LLC,  
  
Defendants.

CASE NO.: A-15-723134-C  
DEPT NO.: XXVI

**HEARING REQUESTED**

**DEFENDANT INGRID PATIN'S MOTION  
FOR ATTORNEYS' FEES, COSTS, AND  
INTEREST**

Defendant, INGRID PATIN ("Defendant"), by and through her counsel of record,  
Christian M. Morris, Esq., of the law firm Nettles | Morris and, pursuant to NRS 18.010, hereby  
files this Motion for Attorneys' Fees, Costs, and Interest.

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This Motion is based upon the files, pleadings, and records on file herein, together with the points and authorities attached hereto and the arguments of Counsel as may be considered at the time of the hearing in this matter.

DATED this 19<sup>th</sup> day of November, 2020.

NETTLES | MORRIS



---

CHRISTIAN M. MORRIS, ESQ.  
Nevada Bar No. 11218  
1389 Galleria Drive, Suite 200  
Henderson, Nevada 89014  
*Attorneys for Defendant, Ingrid Patin*

**DECLARATION OF CHRISTIAN M. MORRIS, ESQ. IN SUPPORT OF DEFENDANT  
INGRID PATIN'S MOTION FOR ATTORNEYS' FEES, COSTS, AND INTEREST**

STATE OF NEVADA            )  
  ) S.S.  
COUNTY OF CLARK         )

Christian M. Morris, Esq. declares under penalty of perjury,

1. I am over the age of 18 years and have personal knowledge of the facts stated herein, except for those stated upon information and belief, and as to those, I believe them to be true. I am competent to testify as to the facts stated herein in a court of law and will so testify if called upon.

2. I am a duly licensed and practicing attorney of the State of Nevada and am employed by the law firm of Nettles | Morris.

3. I am an attorney for the Defendant INGRID PATIN in the above referenced case and am familiar with the facts and circumstances thereof and am competent to testify thereto.

4. I began my representation of Defendant INGRID PATIN in October of 2015.

5. Defendant served upon Plaintiff an offer of judgment pursuant to NRCP 68 on January 19, 2017 in the amount of \$1,000 *inclusive* of costs and pre-judgment interest. *See Exhibit D.* Plaintiff rejected said offer of judgment and the matter was decided in favor of Defendants.

6. A total of 134.5 billable hours have been expended since the filing of the offer of judgment with a total billed amount of \$67,125.00. *See Exhibit A, Fee Transaction Sheets.* The attorney rate was between \$350 to \$500 per hour, depending on whether the attorney is a partner or associate with Nettles | Morris and the date of the entry. *Exhibit B, Signed Fee Agreement.* These hours were reasonably, necessarily and actually incurred.

7. In addition to the fees, I reviewed the costs for this action and conclude that the Defendant actually and necessarily incurred litigation costs in the amount of \$11,683.77 in defending against Plaintiff's Complaint, and said costs are reasonable. *See Exhibit C, Memorandum of Costs.*

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8. The Exhibits attached to this Affidavit and Application are true and correct copies of what they are represented to be.

FURTHER AFFIANT SAYETH NAUGHT

DATED this 19<sup>th</sup> day of November, 2020.



---

CHRISTIAN M. MORRIS, ESQ.

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I.**

**INTRODUCTION AND RELEVANT PROCEDURAL HISTORY**

On August 17, 2015 Plaintiff Ton Vinh Lee, initiated a law suit against Defendants INGRID PATIN and PATIN LAW GROUP, PLLC. The basis of the lawsuit was an allegation that the Defendants had posted a defamatory statement on their website and it had injured his reputation as a dentist. Extensive motion work occurred over the years, including an appeal, and several motions; including motions by Defendants to compel Plaintiff to produce any relevant information to the case. In July of 2020, Defendants had the opportunity to depose Plaintiff. During the deposition Plaintiff admitted that no one aside from himself had ever read the post and that every sentence of the statement was true. Truth is an absolute defense to defamation. Defendants properly brought a Motion for Summary Judgment and a Motion to Dismiss based on the Fair Reporting Privilege. This Court granted the Motion for Summary Judgment based on the fact the entire statement was true and that it fell under the Fair Reporting Privilege as it was a clear recount of a judicial proceeding. The original statement was posted on patinlaw.com, all of the information contained within it was absolutely true.

Defendant made an Offer of Judgment to settle her claims with Plaintiff for \$1,000.00 “inclusive of all accrued interest, costs, and attorney fees.” (See “*Deft.’s Offer of Judgment, 1/17/2017,*” attached as ***Exhibit D***). The offer was rejected. Plaintiff then served Defendant with an Offer of Judgment for \$49,999.00. (See “*Pltf.’s Offer of Judgment, 6/1/2018,*” attached as ***Exhibit E***).

Defendant submitted a Motion for Summary Judgment on August 07, 2020. (See “*Deft.’s Motion for Summary Judgment,*” attached as ***Exhibit F***). On September 15, 2020, the Motion was heard by the Honorable Judge Gloria Sturman. Judge Sturman granted Defendant’s Motion for Summary Judgment. (See “*Order from Hearing*” attached as ***Exhibit G***). Defendant now bring this Motion for Fees and Costs.

**II.**  
**LEGAL ARGUMENT**

Defendant is entitled to an award of attorney's fees and costs incurred herein under the legal theories set forth below.

**A. DEFENDANT IS ENTITLED TO COSTS**

Pursuant to NRS 18.020(3), "[c]osts **must** be allowed of course to the prevailing party against any adverse party against whom judgment is rendered" in an action for the recovery of money or damages where the plaintiff seeks to recover more than \$2,500. *See* NRS 18.020(3) (emphasis added). Recoverable costs are identified by NRS 18.005.

NRS 18.005 defines "costs," and notably does not contemplate costs associated with a law firm's general overhead/cost of doing business. Such costs therefore are not recoverable under strict constructions. NRS 18.005 defines "costs" as follows:

1. Clerks' fees.
2. Reporters' fees for depositions, including a reporter's fee for one copy of each deposition.
3. Jurors' fees and expenses, together with reasonable compensation of an officer appointed to act in accordance with NRS 16.120.
4. Fees for witnesses at trial, pretrial hearings and deposing witnesses, unless the court finds that the witness was called at the instance of the prevailing party without reason or necessity.
5. Reasonable fees of not more than five expert witnesses in an amount of not more than \$1,500 for each witness, unless the court allows a larger fee after determining that the circumstances surrounding the expert's testimony were of such necessity as to require the larger fee.
6. Reasonable fees of necessary interpreters.
7. The fee of any sheriff or licensed process server for the delivery or service of any summons or subpoena used in the action, unless the court determines that the service was not necessary.
8. Compensation for the official reporter or reporter pro tempore.
9. Reasonable costs for any bond or undertaking required as part of the action.
10. Fees of a court bailiff or deputy marshal who was required to work overtime.
11. Reasonable costs for telecopies.
12. Reasonable costs for photocopies.
13. Reasonable costs for long distance telephone calls.
14. Reasonable costs for postage.
15. Reasonable costs for travel and lodging incurred taking depositions and conducting discovery.
16. Fees charged pursuant to NRS 19.0335.
17. Any other reasonable and necessary expense incurred in connection with the

1 action, including reasonable and necessary expenses for computerized services for  
2 legal research.

3 See NRS 18.005. Defendant has incurred litigation costs in the amount of \$11,683.77 in  
4 defending this action. See **Exhibit C, Memorandum of Costs**. Each of Defendant's costs fall within  
5 the recoverable costs under NRD 18.005. Therefore, Defendant is entitled to the costs that she has  
6 incurred defending against Plaintiff's Complaint in the amount of \$11,683.77.

7 **B. DEFENDANT IS THE PREVAILING PARTY AND SHOULD BE AWARDED**  
8 **ATTORNEYS' FEES, COSTS, AND INTEREST PURSUANT TO NRCP 68**

9 Defendant is entitled to an award of attorneys' fees, costs, and interest incurred herein under the  
10 legal theories set forth below.

11 NRCP 68(f) provides:

12 Penalties for Rejection of Offer. If the offeree rejects an offer and fails to obtain a  
13 more favorable judgment,

14 (1) The offeree cannot recover any costs or attorneys' fees and shall not recover  
15 interest for the period after the service of the offer and before the judgment; and

16 (2) The offeree shall pay the offeror's post-offer costs, applicable interest on the  
17 judgment from the time of the offer to the time of entry of the judgment and  
18 reasonable attorneys' fees, if any be allowed, actually incurred by the offeror from  
19 the time of the offer. If the offeror's attorney is collecting a contingent fee, the amount  
20 of any attorney's fees awarded to the party for whom the offer is made must be  
21 deducted from that contingent fee.

22 Here, Plaintiff rejected Defendant's Offer of Judgment in the amount of \$1,000.00. (See  
23 *Defendant Ingrid Patin's Offer of Judgment to Plaintiff Ton Vinh Lee*, dated January 19, 2017,  
24 attached hereto as **Exhibit D**). Defendant contends this offer is manifestly reasonable considering  
25 the lack of evidence presented to show Plaintiff's loss based upon the alleged defamation.

26 Plaintiff filed a Complaint alleging defamation *per se* against Defendant. However, Plaintiff  
27 was unable to produce any evidence to support his alleged claims in this matter, which ultimately  
28 resulted in a granting of Summary Judgment in favor of Defendant. Defendant incurred substantial  
attorneys' fees and costs in defending against Plaintiff's claims. A total of 217 billable hours have  
been expended with a total billed amount of \$108,500 See **Exhibit A**. The attorney rate was  
between \$350 and \$500 per hour, depending on whether the attorney is a partner or associate with



Nettles | Morris and the date of the entry. *See Exhibit B*. The litigation cost is in the amount of \$11,683.77 for defending this action. *See Exhibit C*. As Plaintiff has rejected the Offer of Judgment and has failed to obtain a more favorable outcome, Defendant should be awarded costs and fees in the amount of \$67,125.00, as instructed by NRCP 68, and adequately supported by the Fee Transaction Sheet and the Memorandum of Costs. *See Exhibit A; See Exhibit C*.

**C. DEFENDANT SATISFIES THE FACTORS SET FORTH IN BEATTIE AND BRUNZELL AND SHOULD BE AWARDED ATTORNEYS' FEES.**

Rule 68 of the NRCP grants courts discretion to award attorney fees when an offer of judgment is rejected. The *discretion* is to be guided by the *Beattie* factors. Similar to the instant case, *Beattie* addresses the defendant-offeror/plaintiff-offeree scenario and what happens when the offer of judgment is rejected. In the described situation, the analysis is as follows:

1. Whether the plaintiff's claim was brought in good faith;
2. Whether the defendant's offer of judgment was reasonable and in good faith in both its timing and amount;
3. Whether the plaintiff's decision to reject the offer and proceed to trial was grossly unreasonable or in bad faith, and;
4. Whether the fees sought by the offeror are reasonable and justified in amount.

*See Beattie v. Thomas*, 99 Nev. 579, 588-89 (1983).

Here, the *Beattie* factors weigh in favor of an award of attorney fees to Defendant.

**1. The first factor weighs in favor of Defendant because Plaintiff's case was not brought in good faith**

From the initial Complaint until the final hearing, Plaintiff has litigated this case asserting that Defendant defamed Plaintiff by accurately reporting a Court description on Defendant's website. In order to bring a claim of defamation, the statement must be both false and defamatory. In this case, when asked under oath what part of the statement was false, the Plaintiff admitted nothing in the statement was false. Plaintiff was aware of the truth of the statement the entire time the case was in litigation. This case was brought in bad faith with no objectively reasonable basis for the claim. Further, throughout litigation Plaintiff failed to present evidence that would justify

the continuation of litigation. As such, it is assumed that Plaintiff did not bring this case forward in good faith.

**2. The second factor weighs in Defendant's favor because her Offer of Judgment was Reasonable and in Good Faith.**

**i. The timing of Defendant's offer was reasonable and in good faith.**

Defendant made her Offer of Judgment on January 19, 2017, nearly two (2) years after the initial complaint was filed by Plaintiff. At that time, Plaintiff was well aware the statement was true; thus he had ample time to evaluate and consider the lack of evidence available to Plaintiff. Thus, the timing of Defendant's offer can only be viewed as reasonable and done in good faith.

**ii. The amount of Defendant's offer was reasonable and in good faith.**

Defendant's offer was for \$1,000.00. Defendant knew the statement as written was true and an accurate reporting of the case. Truth is an absolute defense to Plaintiff's claim of defamation. At the time the offer was made, Plaintiff had not produced any evidence of damages and as the statement had been taken down from the website there was no chance of ongoing damages. The fact that Plaintiff knew (and later admitted under oath) that every line of the statement was true, admitted that no one aside from himself had ever read the statement, and admitted he had no knowledge of what financial damages he sustained; is clear evidence that Defendant was reasonable in making the offer. Thus, the offer of \$1,000.00 is reasonable and was done in good faith in order to avoid unnecessary and continued litigation.

**3. The third factor weighs in favor of Defendant because Plaintiff's decision to reject the offer was grossly unreasonable.**

Nevada's offer of judgment rule encourages settlement by stimulating parties to take an objective view of the strengths and weaknesses of their respective positions. *Beattie*, 99 Nev. at 588. Although the rules do not *require* a party to forego legitimate claims or defenses, it does provide for a *punishment* of sorts when a party unreasonably insists on going to trial. *Id.* That is, where the claims and defenses in an action are similarly matched in persuasive power – or where a claim or defense is stronger in persuasive power – the rules acts as a motivating force to cajole objective analysis of (1) each side's strengths and weaknesses and (2) the potential of an adverse verdict.

1 Where an offer is sufficiently low from a Plaintiff, and the relative strengths of each side's arguments  
2 and evidence are of similar or approximate persuasive value, then rejection of an offer and insistence  
3 on trial is grossly unreasonable.

4 In this case, Plaintiff was in possession of the statement. He was aware of every sentence  
5 being true. Since truth is an absolute defense to defecation, it was unreasonable for Plaintiff o reject  
6 any offer on this case, especially one for \$1,000 that was inclusive of the interests, costs and  
7 attorneys' fees. Plaintiff was aware that there had been extensive motion work on this case and there  
8 were likely to be substantial fees Defendants would pursue when the Plaintiff admitted the statement  
9 was true.

10 Here, Defendant offered an amount that was higher than Plaintiff received due to the Judge's  
11 dismissal of Plaintiff's case. Additionally, when the fact that Plaintiff lacked the evidence and case  
12 law to support his case is taken into consideration, it is thus that the rejection of Defendant's offer  
13 must be viewed as grossly unreasonable given the *objective* reality of the case and the procedural  
14 history between Defendant and Plaintiff from previous cases.

15 In this case Plaintiff did not know anyone who had read this statement and he admitted every  
16 line of the statement was true. Nothing about the statement or Plaintiff's knowledge of the truth of  
17 it has ever changed throughout the litigation; thus for the Plaintiff to not accept the offer and continue  
18 to pursue a case when he knows the statement was true the entire time, is unreasonable. This, it was  
19 grossly unreasonable to reject an offer of \$1,000 on a case where he was aware the entire time that  
20 he had no evidence to support the action.

21 **4. The fourth factor weighs in favor of Defendant because the requested fees are**  
22 **reasonable and justified in amount.**

23 Defendant seeks attorneys' fees in the amount of \$84,475.00. In Nevada, "the method upon  
24 which a reasonable fee is determined is subject to the discretion of the court," which is tempered  
25 only by reason and fairness. *Shuette v. Beazer Homes Holdings Copr.*, 121 Nev. 837 (2005); and  
26 *University of Nevada v. Tarkanian*, 110 Nev. 581, 594, 591 (1994).

27 In evaluating the award of attorneys' fees, the Court should consider each of the factors laid  
28 out in *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969), often referred

to as the *Brunzell factors*. These factors include:

(a) Qualities of the advocate: their ability, training, education experience, professional standing, and skill;

(b) The character of the work to be done; its difficulty, intricacy, importance, the time and skill required, the responsibility imposed and the prominence and character of the parties when they affect the importance of the litigation;

(c) The work actually performed by the lawyer: the skill, time, and attention given to the work

(d) The result whether the attorney was successful and what benefits they derived.

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

**a. *Qualities of the advocate***

Christian Morris, Esq., is a well-known and respected attorney in Las Vegas for her considerable personal injury trial experience both for plaintiffs and defense. She is licensed to practice law in Nevada, California, New Jersey, and she has successfully passed the New York Bar. She is a partner in her law firm, Nettles | Morris, and serves as a Governor for the Nevada Justice Association. Ms. Morris also serves as a Board of Governor for the American Association of Justice and is a frequent speaker at legal education events on the local and national level. Ms. Morris was also the victorious trial counsel on a leading premises liability case, *Foster v. Costco* and recent decision in *O'Connell vs. Wynn* on the issue of attorney's fees. She was also named the Nevada Justice Association Trial Lawyer of the year in 2019. She is the second woman in twenty-two years to receive the award.

Furthermore, this Court has observed first-hand the quality of the representation, and the level of preparation, which is indicative of the qualities of Defendant's Counsel.

**b. *The character of the work to be done***

The difficulty, intricacy, importance, time, and skill required, and responsibility imposed again justifies the attorneys' fees sought. This case, having been brought back in 2015, has required several depositions, large amounts of research, and extensive motion practice and hearing attendance. Reviewing the amount of time and effort that has been put towards this case clearly justifies the reasonableness of Defendant's attorneys' fees.

1 ***c. The work actually performed***

2 The skill, time, and attention given to the work are also indicative of the reasonableness of  
3 the Defendant's attorneys' fees. As shown in the Court records and attached billing statements, the  
4 matter was contentious and zealously litigated by Defendant for nearly five (5) years. Declarant  
5 and/or other employees at Declarant's law firm completed a number of tasks in defending this case.  
6 For example, Defendant's counsel performed pre-trial motion work including drafting multiple  
7 motions. It should also be noted that the hearings associated with all these motions were also given  
8 the time and care necessary in order to be a zealous and effective advocate. Thus, given the  
9 preparation for this case was detailed and complete, it is clear to see that the fees charges were  
10 reasonable and necessary.

11 ***d. The results***

12 The fourth factor depends on the success and benefits derived from the litigation and the  
13 reasonableness of the Defendant's attorneys' fees. Plaintiff cannot reasonably dispute that the  
14 judgment obtained was not a great success for Defendant, as Defendant is the prevailing party in this  
15 action. Thus, the fourth *Brunzell* factor has been significantly satisfied to permit the Defendant to  
16 recover reasonable attorney fees in this matter.

17 Therefore, this Court should find that all of the factors in both *Beattie* and *Brunzell* have been  
18 satisfied and a sufficient basis exists to award reasonable attorneys' fees in the amount of  
19 \$67,125.00. Finally, Plaintiff has satisfied all the necessary factors found in NRS 18.020(3), NRC  
20 68, and the *Beattie* and *Brunzell* as stated above and thus a sufficient basis exists to award reasonable  
21 attorneys' fees, costs, and interests in the amount of \$78,808.77.  
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**III.**

**CONCLUSION**

Based upon the foregoing, Defendant respectfully requests the Court grant her *Motion for Attorneys' Fees, Costs and Interest.*

DATED this 19<sup>th</sup> day of November, 2020.

NETTLES | MORRIS



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CHRISTIAN M. MORRIS, ESQ.  
Nevada Bar No. 11218  
1389 Galleria Drive, Suite 200  
Henderson, Nevada 89014  
*Attorneys for Defendant, Ingrid Patin*

**CERTIFICATE OF SERVICE**

Pursuant to NEFCR 9, NRCF 5(b) and EDCR 7.26, I certify that on this 19<sup>th</sup> day of November, 2020, I served the foregoing **DEFENDANT INGRID PATIN'S MOTION FOR ATTORNEYS' FEES, COSTS, AND INTEREST** by electronic transmission through the Odyssey eFileNV system to the following parties:

Kerry Doyle	kdoyle@doylelawgroupnv.com
Mikayla Hurtt	admin@doylelawgroupnv.com
Coreene Drose	cdrose@rlattorneys.com
Ingrid Patin	ingrid@patinlaw.com
Lisa Bell	lbell@rlattorneys.com
Prescott Jones	pjones@rlattorneys.com
Susan Carbone	scarbone@rlattorneys.com
Jessica Humphrey	jhumphrey@rlattorneys.com




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An employee of NETTLES | MORRIS

**EXHIBIT A**

**EXHIBIT A**

**EXHIBIT A**



**TON LEE vs. INGRID PATIN and PATIN LAW GROUP, PLLC**  
**A-15-723134-C (and Appeal Case No. 69928 and 72144)**  
**ATTORNEY BILLING (FEES)**

<b>DATE</b>	<b>ITEM</b>	<b>ATTORNEY</b>	<b>TIME</b>	<b>FEE</b>
10/16/15	Draft and file Special Motion to Dismiss	Morris	7.5	\$3,750
11/12/2015	Draft and file Defendants' Reply to Plaintiff's Opposition to Motion to Dismiss	Morris	6.0	\$3,000
11/18/2015	Prepare for and Attend Hearing on Defendants' Special Motion to Dismiss Pursuant to NRS 41.635-70 & Plaintiff's Motion to Strike Defendants' Reply in Support of Special Motion to Dismiss; or in the alternative Plaintiff's Motion to Continue Hearing on OST	Morris	4.0	\$2,000
12/9/2015	Prepare for and Attend Status Check	Morris	1.0	\$500
01/27/2016	Draft and file Defendants' Motion to Dismiss Pursuant to NRCP 12(b)(5)	Morris	8.0	\$4,000
01/28/2016	Review and sign Order Denying Defendants' Special Motion to Dismiss Pursuant to NRS 41.635-70	Morris	.50	\$250
02/09/2016	Prepare and file Defendants' Opposition to Plaintiff's Motion to Strike Defendants' Third-Filed Motion to Dismiss Pursuant to NRCP 12(b)(5) on OST	Morris	4.0	\$2,000
02/10/2016	Hearing on Plaintiff's Motion to Strike Defendants' Third-Filed Motion to Dismiss Pursuant to NRCP 12(b)(5) on OST	Morris	1.0	\$500
02/22/2016	Draft and file Defendants' Motion for Reconsideration	Morris	4.0	\$2,000
02/23/2016	Draft and review Order Denying Plaintiff's Motion to Strike Defendants' Third-Filed Motion to Dismiss Pursuant to NRCP 12(b)(5) on OST	Morris	.50	\$250
02/29/2016	File and enter Order Denying Plaintiff's Motion to Strike Defendants' Third-Filed Motion to Dismiss Pursuant to NRCP 12(b)(5) on OST	Morris	.25	\$125
03/02/2016	Prepare and file Defendants' Reply to Plaintiff's Opposition to Defendants' Motion to Dismiss Pursuant to NRCP 12(b)(5)	Morris	3.0	\$1,500
03/04/2016	Prepare Notice of Appeal	Morris	.50	\$250
03/04/2016	Prepare Case Appeal Statement	Morris	.50	\$250
03/09/2016	Prepare Notice of Appeal (Appeal Case No. 69928)	Morris	.50	\$250
03/09/2016	Prepare for and Attend Hearing on Defendants' Motion to Dismiss Pursuant to NRCP 12(5)(5)	Morris	3.0	\$1,500
03/23/2016	Defendants' Reply to Plaintiff's Opposition to Defendant's Motion for Reconsideration	Morris	2.0	\$1,000
03/24/2016	Docketing Statement (Appeal Case No. 69928)	Morris	1.0	\$500
03/24/2016	Proof of Service ((Appeal Case No. 69928)	Morris	.50	\$250
03/30/2016	Prepare for and Attend Hearing on Defendants' Motion for Reconsideration	Morris	3.0	\$1,500
04/22/2016	Defendants' Motion for Stay Pending Appeal on OST	Morris	3.0	\$1,500

**TON LEE vs. INGRID PATIN and PATIN LAW GROUP, PLLC**  
**A-15-723134-C (and Appeal Case No. 69928 and 72144)**  
**ATTORNEY BILLING (FEES)**

<b>DATE</b>	<b>ITEM</b>	<b>ATTORNEY</b>	<b>TIME</b>	<b>FEE</b>
05/02/2016	Defendants' Motion for Enlargement of Time to Respond to Plaintiff's Second Amended Complaint on an OST	Morris	2.0	\$1,000
05/04/2016	Hearing on Defendants' Motion for Stay pending Appeal on OST	Morris	2.0	\$1,000
05/11/2016	Hearing on Defendants' Motion for Enlargement of Time to Respond to Plaintiff's Second Amended Complaint on an OST	Morris	2.0	\$1,000
05/11/2016	Draft and review Order Partially Granting and Partially Denying Defendant's Motion for Stay Pending Appeal	Morris	3.50	\$1,750
05/12/2016	File and enter Order Partially Granting and Partially Denying Defendant's Motion for Stay Pending Appeal	Morris	1.0	\$500
05/24/2016	Defendants' Renewed Special Motion to Dismiss Pursuant to Nevada Revised Statues 41.635-70	Morris	3.0	\$1,500
06/22/2016	Defendants' Reply to Plaintiff's Opposition to Renewed Special Motion to Dismiss Pursuant to Nevada Revised Statues 41.635-70	Morris	2.50	\$1,250
06/29/2016	Hearing on Defendants' Renewed Special Motion to Dismiss Pursuant to Nevada Revised Statues 41.635-70	Morris	1.50	\$750
09/21/2016	Review and sign Order Denying Defendants' Renewed Special Motion to Dismiss Pursuant to Nevada Revised Statues 41.635-70	Morris	.50	\$250
10/03/2016	Substitution of Counsel	Morris	.50	\$250
10/06/2016	File Substitution of Counsel	Morris	.25	\$125
10/07/2016	Defendant, Ingrid Patin's Answer to Plaintiff's Second Complaint and Counterclaim against Patin Law Group, PLLC	Morris	3.50	\$1,750
10/28/2016	Amended Case Appeal Statement	Morris	.25	\$125
11/01/2016	Amended Docketing Statement (Appeal Case No. 69928)	Morris	.25	\$125
11/10/2016	Appellants' Confidential Settlement Statement (Appeal Case No. 69928)	Morris	2.50	\$1,250
11/16/2016	Attendance at Settlement Conference (Appeal Case No. 69928)	Morris	3.0	\$1,500
12/12/2016	Notice of Request for Transcript of Proceedings (Appeal Case No. 69928)	Morris	.25	\$125
01/05/2017	Amended Notice of Appeal	Morris	.25	\$125
01/18/2017	Amended Notice of Appeal (Appeal Case No. 69928)	Morris	.25	\$125
		82.75 hours = <b>TOTAL FEES:</b>		<b>\$41,375</b>
01/19/2017	Draft and serve Offer of Judgment Served by Defendant Ingrid Patin on Plaintiff in the amount of \$1,000.00, inclusive of all attorneys fees and costs	Morris	.25	\$125

**TON LEE vs. INGRID PATIN and PATIN LAW GROUP, PLLC**  
**A-15-723134-C (and Appeal Case No. 69928 and 72144)**  
**ATTORNEY BILLING (FEES)**

DATE	ITEM	ATTORNEY	TIME	FEE
01/23/2017	Appellants Response to Order to Show Cause (Appeal Case No. 69928)	Morris	1.0	\$500
02/10/2017	Draft and file Defendant Ingrid Patin's Motion for Summary Judgment	Morris	5.5	\$2,750
02/13/2017	Draft and file Errata to Defendant Ingrid Patin's Motion for Summary Judgment	Morris	1.0	\$500
03/08/2017	Draft and file Defendant Ingrid Patin's Reply to Plaintiff's Opposition to Motion for Summary Judgment	Morris	2.0	\$1,000
03/16/2017	<b>Draft and review</b> Stipulation and Order to Continue Hearing to May 9, 2017	Morris	.50	\$250
03/22/2017	File and enter Stipulation and Order to Continue Hearing to May 9, 2017	Morris	.25	\$125
05/09/2017	Prepare for and Attend Hearing on Defendant Ingrid Patin's Motion for Summary Judgment & Defendant Patin Law Group, PLLC's Joinder to Motion for Summary Judgment	Morris	3.5	\$1,750
05/30/2017	Draft and file Defendant Ingrid Patin's Motion for Summary Judgment	Morris	4.0	\$2,000
07/03/2017	Draft and file Defendant Ingrid Patin's Reply to Plaintiff's Opposition to Motion for Summary Judgment and Opposition to Plaintiff's Countermotion to Stay Litigation	Morris	2.5	\$1,250
07/11/2017	Prepare for and Attend Hearing on Defendant Ingrid Patin's Motion for Summary Judgment and Defendant Patin Law Group, PLLC's Joinder to Motion for Summary Judgment and Plaintiff's Countermotion to Stay Litigation	Morris	3.5	\$1,750
07/24/2017	Draft and file Appellants' Motion to Stay Briefing Schedule pending Appeal of Appellants' Motion for Summary Judgment (Appeal Case No. 69928)	Morris	1.5	\$750
07/31/2017	Prepare for and Attend Hearing on Plaintiff's Motion for Stay of Litigation Pending Appeal pursuant to NRAP 8(a)	Morris	2.5	\$1,250
08/04/2017	Review Order and e-mail correspondence from counsel for Plaintiff regarding hearing on Motion for Stay	Morris	.75	\$375
08/07/2017	Draft and File Appellants' Motion for Extension of Time to File Opening Brief (Appeal Case No. 69928)	Morris	1.0	\$500
08/14/2017	Review Reply to Appellants Motion for Extension of Time	Morris	1.0	\$500
08/16/2017	Review and sign Order Denying Defendant Ingrid Patin's Motion for Summary Judgment	Morris	.5	\$250
10/31/2017	Status Check	Wynder	1.0	\$500
05/23/2018	Correspondence and discussions with Echols and client re: settlement	Morris	.50	\$250
06/01/2018	Received and reviewed Plaintiff's Offer in Judgment in the amount of \$49,999.00	Morris	.25	\$125
7/9/2018	Prepare for and Attend En Banc Oral Argument in Carson City	Morris	8.0	\$4,000

**TON LEE vs. INGRID PATIN and PATIN LAW GROUP, PLLC**  
**A-15-723134-C (and Appeal Case No. 69928 and 72144)**  
**ATTORNEY BILLING (FEES)**

<b>DATE</b>	<b>ITEM</b>	<b>ATTORNEY</b>	<b>TIME</b>	<b>FEE</b>
11/15/2018	Review Supreme Court Decision and discuss with client	Morris	2.5	\$1,250
12/13-14/2018	E-mail correspondance re: Remittitur	Morris	.50	\$250
12/14/2018	Notice of Firm Name Change	Morris	.25	\$125
01/08/2019	Status Check	Morris	1.0	\$500
01/24/2019 - 02/01/2019	E-mail Exchange, Review and sign Order Lifting Stay of Litigation	Morris	.50	\$250
02/15/2019	Draft and file Defendants' Opposition to Plaintiff's Request for Exemption from Arbitration	Morris	2.0	\$1,000
04/30/2019	Draft and file Defendants' Objection to Commissioner's Decision on Request for Exemption from Arbitration	Morris	1.0	\$500
06/18/2019	Prepare for and Attend Hearing on Defendants' Objection to Commissioner's Decision on Request for Exemption from Arbitration	Morris	2.5	\$1,250
07/15/2019	Draft and file Defendants' Motion to Dismiss pursuant to NRCP 16.1(e)(1)	Morris	2.5	\$1,250
07/16/2019	Draft and file Defendants' Objection to Notice of Early Case Conference	Morris	1.0	\$500
08/13/2019	Draft and file Defendants' Reply to Plaintiff's Opposition to Defendants' Motion to Dismiss Pursuant to NRCP 16.1(e)(1) and Opposition to Plaintiff's Countermotion for NRCP 11 Sanctions	Morris	4.5	\$2,250
08/20/2019	Prepare for and Attend Hearing on Defendants' Motion to Dismiss pursuant to NRCP 16.1(e)(1)		2.5	\$1,250
08/26/2019	Review draft Order from Hearing	Morris	.50	\$250
09/13/2019	Early Case Conference	Morris	.25	\$125
09/24/2019	Draft and file Defendant Ingrid Patin's Objection and Motion to Strike Notice of Entry of Order Denying Defendant's Motion to Dismiss	Morris	1.0	\$500
09/24/2019	Review e-mail correspondence from counsel for Plaintiff re: Objection	Morris	.25	\$125
09/24/2019	Draft and file Defendant Ingrid Patin's Notice of Withdrawal of Objection and Motion to Strike Notice of Entry of Order Denying Defendant's Motion to Dismiss	Morris	.50	\$250
10/10/2019	Review and sign JCCR	Morris	.25	\$125
11/13/2019	Prepare for and Attend Mandatory Rule 16 Conference	Morris	1.0	\$500
11/19/2019	Draft and file Defendant Ingrid Patin's Demand for Jury Trial	Morris	.25	\$125
01/30/2020	Draft and file Defendant Ingrid Patin's Motion to Compel Plaintiff's Computation of Damages	Morris	3.5	\$1,750

**TON LEE vs. INGRID PATIN and PATIN LAW GROUP, PLLC**  
**A-15-723134-C (and Appeal Case No. 69928 and 72144)**  
**ATTORNEY BILLING (FEES)**

<b>DATE</b>	<b>ITEM</b>	<b>ATTORNEY</b>	<b>TIME</b>	<b>FEE</b>
02/26/2020	Draft and file Defendant Ingrid Patin's Reply to Plaintiff's Opposition to Defendant's Motion to Compel Plaintiff's Computation of Damages	Morris	1.5	\$750
03/03/2020	Prepare for and Attend Hearing on Defendant Ingrid Patin's Motion to Compel Plaintiff's Computation of Damages	Morris	3.0	\$1,500
03/03/2020	Propound Discovery on Plaintiff	Morris	2.5	\$1,250
03/05/2020	Propound additional Discovery on Plaintiff	Morris	1.0	\$500
03/26/2020	Draft and file Discovery Commissioner's Report and Recommendations	Morris	1.5	\$750
03/31/2020-4/06/2020	E-mail correspondence and exchange regarding stipulation to extend discovery deadlines	Morris	.50	\$250
04/29/2020	E-mail correspondence and review of stipulation for extend discovery deadlines	Morris	.25	\$125
04/30/2020	Review and sign Stipulation and Order to Extend Deadline for Plaintiff's Compliance with March 20, 2020 Discovery Commissioner's Report and Recommendation	Morris	.25	\$125
6/16/2020	Draft and respond to e-mail correspondence from Plaintiff's counsel	Morris	.25	\$125
06/27/2020	Review Order Denying Objection and send e-mail correspondence	Morris	.50	\$250
06/30/2020	Draft and file Defendant Ingrid Patin's Opposition to Plaintiff's Motion to Extend Discovery Deadlines	Morris	2.5	\$1250
06/20/2020	E-mail correspondence with counsel for Plaintiff re: computation of damages	Morris	.25	\$125
07/08/2020	Review Discovery Responses	Morris	.75	\$375
07/09/2020	Review additional Discovery Responses	Morris	.25	\$125
7/13/2020	Prepare for deposition of Plaintiff Ton Vinh Lee, DDS including review of investigation, online research, discovery responses and pleadings	Morris	6.0	\$3,000
7/14/2020	Continue to prepare for and conduct the deposition of Plaintiff Ton Vinh Lee, DDS	Morris	7.0	\$3,500
07/23/2020	Draft and file Defendant Ingrid Patin's Supplemental Opposition to Plaintiff's Motion to Extend Discovery Deadlines and Request for Sanctions	Morris	3.5	\$1,750
07/23/2020	Propound Additional Discovery on Plaintiff	Morris	1.0	\$500
08/04/2020	Prepare for and Attendance at Hearing on Plaintiff's Motion to Extend Discovery Deadline – First Request	Morris	2.5	\$1250
08/12/2020	E-mail correspondence with counsel for Plaintiff re: withdrawal of motion and supplemental disclosures	Morris	.25	\$125
08/07/2020	Draft and file Defendant Ingrid Patin's Motion for Judgment on the Pleadings, in the Alternative, Motion for Summary Judgment	Morris	6.0	\$3,000

**TON LEE vs. INGRID PATIN and PATIN LAW GROUP, PLLC**  
**A-15-723134-C (and Appeal Case No. 69928 and 72144)**  
**ATTORNEY BILLING (FEES)**

DATE	ITEM	ATTORNEY	TIME	FEE
08/19/2020	Draft and file the Application for Commission to Take Out-of-State Deposition (Christopher Money)	Morris	.25	\$125
08/19/2020	Commission to Take Out-of-State Deposition (Christopher Money)	Morris	.25	\$125
08/19/2020	Review and sign Order granting Plaintiff's Motion to Extend Discovery Deadlines (First Request)	Morris	.25	\$125
08/20/2020	Propound Additional Discovery on Plaintiff	Morris	.50	\$250
08/21/2020	Review and respond to e-mail correspondence from counsel for Plaintiff re: extension	Morris	.25	\$125
09/08/2020	Draft and file Defendant Ingrid Patin's Reply to Plaintiff's Opposition to Defendant Ingrid Patin's Motion for Judgment on the Pleadings, in the Alternative, Motion for Summary Judgment	Morris	2.0	\$1,000
9/08/2020	Prepare for deposition of Plaintiff's expert, Christopher Money	Morris	4.0	\$2,000
9/09/2020	Continue to prepare for and conduct the deposition of Christopher Money	Morris	3.5	\$1,750
09/15/2020	Prepare for and Attend Hearing on Defendant Ingrid Patin's Motion for Judgment on the Pleadings, in the Alternative, Motion for Summary Judgment and Defendant Patin Law Group, PLLC's Joinder to Defendant Ingrid Patin's Motion for Judgment on the Pleadings, in the Alternative, Motion for Summary Judgment	Morris	3.0	\$1,500
10/01/2020	Prepare Order Granting Motion for Summary Judgment	Morris	2.0	\$1,000
10/13/2020	Draft proposed amendments to Order per Plaintiff's counsel's request	Morris	.50	\$250
10/16/2020	Review e-mail correspondence from Plaintiff's counsel, review hearing transcript, draft further revisions to Order	Morris	.75	\$375
11/13/2020	Review Plaintiff's Motion for Reconsideration	Morris	1.50	\$750
11/18/2020	Draft Motion for Fees and Costs	Morris	5.0	\$2,500
			217	
		<b>TOTAL FEES:</b>		<b>\$108,500</b>

**EXHIBIT B**

**EXHIBIT B**

**EXHIBIT B**

RETAINER AGREEMENT

BE IT REMEMBERED THAT INGRID PATIN (client) has retained and does by this instrument retain Nettles Law Firm as his/her attorneys; said attorneys to handle on his/her behalf, all claims for damages arising out of and resulting from an incident which occurred on \_\_\_\_\_, which he/she now has, and which might hereafter accrue against INGRID PATIN, for injuries arising out of the aforementioned incident and that the parties have respectively agreed as follows:

1. The fee for legal services shall be the sum of \$500.00 per hour for partner time, the sum of \$350.00 per hour for associate attorney time, and the sum of \$90.00 per hour for paralegal time.

2. ALL COSTS, INCLUDING ARBITRATION COSTS, COSTS OF OBTAINING EXPERTS TO ANALYZE AND EVALUATE THE CAUSE OF THE ACCIDENT, COSTS OF MEDICAL DOCTOR'S TESTIMONY, COSTS OF WITNESS FEES, TRAVEL COSTS (GAS; MILEAGE; ETC.), DEPOSITION COSTS, COURT COSTS, AND ALL COSTS OF LITIGATION, INCLUDING LONG DISTANCE PHONE CALLS, COPYING EXPENSES, REGARDLESS OF THE OUTCOME, ARE TO BE PAID BY THE CLIENT, AND IF ANY OF THEM SHALL HAVE BEEN ADVANCED BY THE ATTORNEY, HE SHALL BE REIMBURSED FOR THE SAME.

3. It is further understood that the attorney may advance costs of litigation which he, in his discretion, deems to be necessary for the prosecution of the client's case.

4. That client also understands that he may be liable for the Opposing Parties Attorney's Fees and Costs should Client not prevail in the Lawsuit.



1           5.     It is further understood and agreed that client will maintain contact with attorney's  
2 office by telephone or letter at least once per month and shall be responsible for providing  
3 attorney with a current address and telephone number where they can be reached at all times.

4           6.     THAT CLIENT UNDERSTANDS THAT ANY LAWSUIT BROUGHT SOLELY TO  
5 HARASS OR COERCE A SETTLEMENT FROM ANOTHER PARTY, MAY RESULT IN THE  
6 CLIENT BEING HELD LIABLE IN A COUNTERSUIT FOR MALICIOUS PROSECUTION OR  
7 ABUSE OF PROCESS.

8           7.     It is agreed that no settlement shall be made without full discussion and  
9 agreement between the parties. However, in the event the parties cannot agree, the client shall  
10 have the right to obtain other counsel to pursue this case or to pursue the case on his/her own,  
11 and Nettles Law Firm shall have the right to withdraw as attorney for the client.

12           8.     It is understood that Nettles Law Firm shall have the right to withdraw from the  
13 case upon notice to the client if, in the attorney's opinion, investigation disclosed that the case  
14 has no merit or that it is not economically feasible to pursue.

15           9.     Client acknowledges that attorneys have not made any guarantees or assurances  
16 regarding the success of pursuing client's claim. Attorneys shall not be liable for any error or  
17 judgment, actions or omissions, unless the same shall be shown to be reckless, willful, or grossly  
18 negligent.

19           10.    BANKRUPTCY PROVISION: Client represents to Attorney that Client is not  
20 presently, nor do they contemplate filing for Bankruptcy protection; that they will inform  
21 attorney should such a course of action be contemplated in the future.

NETTLES LAW FIRM

1389 Galleria Drive, Suite 200

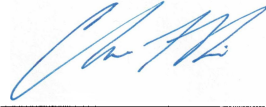
Henderson, NV 89014

702-434.8282 / 702-434.1488 (fax)

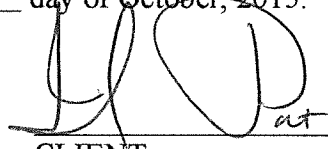
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11. Acknowledgment. Client agrees that he or she has read this agreement completely and carefully. Client's signature below indicates that Client has read and understands this agreement and agrees to be bound by all of its provisions. The signature on behalf of Attorneys below indicates Attorneys' acceptance of this agreement.

SIGNED at Las Vegas, Nevada, this 1 day of October, 2015.



NETTLES LAW FIRM



CLIENT

**EXHIBIT C**

**EXHIBIT C**

**EXHIBIT C**

**DEFENDANT INGRID PATIN'S VERIFIED MEMORANDUM OF COSTS AND DISBURSEMENTS**

COMES NOW, Defendant, INGRID PATIN, by and through her counsel of record, Christian M. Morris, Esq. of the law firm of NETTLES MORRIS, and hereby submits the following memorandum of costs and disbursement pursuant to NRS Chapter 18 *et seq.*

DATE	COST OR DISBURSMENT	AUTHORITY	AMOUNT
09/08/2015 – 10/30/2020	Odyssey Filing Fees	NRS 18.005(17) Other	\$1,076.69 <sup>1</sup>
03/09/2016	Nevada Supreme Court filing Fee	NRAP3(e), NRS 18.060	\$250.00 <sup>2</sup>
03/07/2016	Nevada Supreme Court Appeal Bond	NRS 18.005(9)	\$500.00 <sup>3</sup>
01/23/2017	August 10, 2016 hearing transcript	NRS 18.005(8)	\$70.40 <sup>4</sup>
01/25/2017	Nevada Supreme Court filing Fee	NRAP3(e)	\$250.00 <sup>5</sup>
01/27/2017	November 18, 2015, December 2, 2015 and July 20, 2016 hearing transcript	NRS 18.005(8)	\$148.20 <sup>6</sup>
06/09/2017	May 9, 2017 hearing transcript	NRS 18.005(8)	\$208.28 <sup>7</sup>
08/15/2019 & 9/3/2019	Legal Research	NRS 18.005(17)	\$1,531.25 <sup>8</sup>
07/14/2020	Video Deposition and Deposition Transcript of Plaintiff	NRS 18.005(2)	\$3,963.35 <sup>9</sup>
07/23/2020	General/Background Investigation of Plaintiff	NRS 18.005(17)	\$984.50 <sup>10</sup>
08/21/2020, 08/25/2020,	Process Server fees for Deposition Subpoena to Christopher Money, Meron	NRS 18.005(7)	\$752.00 <sup>11</sup>

<sup>1</sup> See Filing Fees Report, attached as **Exhibit A.**

<sup>2</sup> See Supreme Court filing fee receipt, attached as **Exhibit B.**

<sup>3</sup> See Supreme Court Appeal Bond receipt, attached as **Exhibit C.**

<sup>4</sup> See Clark County Treasurer receipt, attached as **Exhibit D.**

<sup>5</sup> See Supreme Court filing fee receipt, attached as **Exhibit E.**

<sup>6</sup> See Independent Transcriber receipt, attached as **Exhibit F.**

<sup>7</sup> See Clark County Treasurer receipt, attached as **Exhibit G.**

<sup>8</sup> See Melinda Ellwanger receipt, attached as **Exhibit H.**

<sup>9</sup> See Esquire Deposition Solutions receipt, attached as **Exhibit I.**

<sup>10</sup> See J. Glau Investigations receipt, attached as **Exhibit J.**

<sup>11</sup> See Legal Process Service receipt, attached as **Exhibit K.**

08/28/2020 & 09/03/2020	Anghesom, DDS and Jonathan Dean, DDS		
09/09/2020	Deposition and Deposition Transcript of Plaintiff's expert, Christopher Money	NRS 18.005(2)	\$1,746.10 <sup>12</sup>
09/08/2015 – 10/30/2020	Copies/Faxes/Postage 812 Pages x \$0.25	NRS 18.005(12), (13), (15)	\$203.00
<b>TOTAL COSTS INCURRED:</b>			<b>\$11,683.77</b>

<sup>12</sup> See Litigation Services receipt, attached as **Exhibit L**.

**DECLARATION OF CHRISTIAN M. MORRIS, ESQ., IN SUPPORT OF DEFENDANT  
INGRID PATIN'S MEMORANDUM OF COSTS AND DISBURSEMENTS**

STATE OF NEVADA            )  
  )           ss  
COUNTY OF CLARK        )

Christian M. Morris, Esq. ("Declarant"), states that Declarant is an Attorney for Defendant, INGRID PATIN, and has personal knowledge of the attorneys' costs and disbursements expended; that the items contained in the instant memorandum are true and correct to the best of this Declarant's knowledge and belief; and that the said disbursements have been necessarily incurred, paid, or will be paid in this action.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED this 19<sup>th</sup> day of November, 2020.



---

CHRISTIAN M. MORRIS, ESQ.  
*Attorney for Defendant, Ingrid Patin*

## **EXHIBIT A**

## **EXHIBIT A**

## **EXHIBIT A**

Case Number	Case Description	Date Filed	Filing Title	E-File Fee
A-15-723134-C	Lee vs. Patin, et al.	9/8/2015	Defendants' Motion to Dismiss	\$3.50
			Defendants' Reply to Plaintiff's Opposition to Motion to Dismiss	
A-15-723134-C	Lee vs. Patin, et al.	10/6/2015	Dismiss	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	10/6/2015	IAFD	\$263.19
			Defendants' Special Motion to Dismiss Pursuant to NRS 41.635-70	
A-15-723134-C	Lee vs. Patin, et al.	10/16/2015	Defendants' Reply to Plaintiff's Opposition to Defendants' Special Motion to Dismiss Pursuant to NRS 41.635-70	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	11/12/2015	Special Motion to Dismiss Pursuant to NRS 41.635-70	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	1/27/2016	Defendants' Motion to Dismiss Pursuant to NRCP 12(b)(5) Defendants' Opposition to Plaintiff's Motion to Strike	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	2/9/2016	Defendants' Third-Filed Motion to Dismiss Pursuant to NRCP	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	2/22/2016	Defendants' Motion for Reconsideration	\$3.50
			Defendants' Reply to Plaintiff's Opposition to Defendants' Motion to Dismiss Pursuant to NRCP 12(b)(5)	
A-15-723134-C	Lee vs. Patin, et al.	3/2/2016	Motion to Dismiss Pursuant to NRCP 12(b)(5)	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	3/4/2016	Notice of Appeal	\$27.50
A-15-723134-C	Lee vs. Patin, et al.	3/4/2016	Case Appeal Statement	\$3.50
			Defendants' Reply to Plaintiff's Opposition to Defendant's Motion for Reconsideration	
A-15-723134-C	Lee vs. Patin, et al.	3/23/2016	Motion for Reconsideration	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	4/22/2016	Defendants' Motion for Stay Pending Appeal on OST	\$3.50
			Defendants' Motion for Enlargement of Time to Respond to Plaintiff's Second Amended Complaint on an OST	
A-15-723134-C	Lee vs. Patin, et al.	5/2/2016	Plaintiff's Second Amended Complaint on an OST	\$3.50
			Order Partially Granting and Partially Denying Defendant's Motion for Stay Pending Appeal	
A-15-723134-C	Lee vs. Patin, et al.	5/12/2016	Motion for Stay Pending Appeal	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	5/16/2016	Notice of Entry of Order	\$3.50
			Defendants' Renewed Special Motion to Dismiss Pursuant to Nevada Revised Statutes 41.635-70	
A-15-723134-C	Lee vs. Patin, et al.	5/24/2016	Special Motion to Dismiss Pursuant to Nevada Revised Statutes 41.635-70	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	6/22/2016	Substitution of Counsel	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	10/6/2016	Defendant, Ingrid Patin's Answer to Plaintiff's Second Complaint and Counterclaim against Patin Law Group, PLLC	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	10/7/2016	Defendant Patin Law Group, PLLC's Answer to Plaintiff's Second Amended Complaint and Defendant Ingrid Patin's Amended Case Appeal Statement	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	10/18/2016	Amended Notice of Appeal	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	10/28/2016	Defendant Ingrid Patin's Motion for Summary Judgment	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	1/5/2017	Errata to Defendant Ingrid Patin's Motion for Summary Judgment	\$209.50
A-15-723134-C	Lee vs. Patin, et al.	2/10/2017	Defendant Ingrid Patin's Reply to Plaintiff's Opposition to Motion for Summary Judgment	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	2/13/2017	Motion for Summary Judgment	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	3/8/2017	Stipulation and Order to Continue Hearing to May 9, 2017	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	3/22/2017	Notice of Entry of Stipulation and Order	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	3/22/2017	Defendant Ingrid Patin's Motion for Summary Judgment	\$209.50
A-15-723134-C	Lee vs. Patin, et al.	5/30/2017	IAFD	\$3.50
			Defendant Ingrid Patin's Reply to Plaintiff's Opposition to Motion for Summary Judgment and Opposition to Plaintiff's Countermotion to Stay Litigation	
A-15-723134-C	Lee vs. Patin, et al.	7/3/2017	Notice of Firm Name Change	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	12/14/2018	Defendant's Opposition to Plaintiff's Request for Exemption from Arbitration	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	2/15/2019		\$3.50



A-15-723134-C	Lee vs. Patin, et al.	4/30/2019	Defendants' Objection to Commissioner's Decision on Request for Exemption from Arbitration	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	7/15/2019	Defendants Motion to Dismiss pursuant to NRCP 16.1(e)(1)	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	7/16/2019	Defendants' Objection to Notice of Early Case Conference Defendants Reply to Plaintiff's Opposition to Defendants Motion to Dismiss pursuant to NRCP 16.1(e)(1) and	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	8/13/2019	Opposition to Plaintiff's Countermotion for NRCP 11 Defendant Ingrid Patin's Objection and Motion to Strike	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	9/24/2019	Notice of Entry of Order Denying Defendant's Motion to Defendant Ingrid Patin's Notice of Withdrawal of Objection and Motion to Strike Notice of Entry of Order Denying	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	9/24/2019	Defendant's Motion to Dismiss	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	11/19/2019	Defendant Ingrid Patin's Demand for Jury Trial Defendant Ingrid Patin's Motion to Compel Plaintiff's	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	1/30/2020	Computation of Damages Defendant Ingrid Patin's Reply to Plaintiff's Opposition to	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	2/26/2020	Defendant's Motion to Compel Plaintiff's Computation of	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	4/14/2020	Recommendations Defendant Ingrid Patin's Opposition to Plaintiff's Motion to	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	6/30/2020	Extend Discovery Deadlines Defendant Ingrid Patin's Supplemental Opposition to	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	7/23/2020	Plaintiff's Motion to Extend Discovery Deadlines and Request Defendant Ingrid Patin's Motion for Judgment on the	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	8/7/2020	Pleadings, in the Alternative, Motion for Summary Judgment	\$209.50
A-15-723134-C	Lee vs. Patin, et al.	8/19/2020	Application for Commission to take Out-of-State Deposition	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	8/19/2020	Commission to take out-of-state Deposition Defendant Ingrid Patin's Reply to Plaintiff's Opposition to Defendant Ingrid Patin's Motion for Summary Judgment on the Pleadings, in the Alternative, Motion for Summary	\$3.50
A-15-723134-C	Lee vs. Patin, et al.	9/8/2020	Judgment	\$3.50
A-15-723134-C	Lee vs. Patin, et al.		Notice of Entry of Order on Motion for Judgment on the Pleadings	\$3.50
TOTAL:				\$1,076.69

**EXHIBIT B**

**EXHIBIT B**

**EXHIBIT B**

**IN THE SUPREME COURT OF THE STATE OF NEVADA  
OFFICE OF THE CLERK**

INGRID PATIN, AN INDIVIDUAL; AND PATIN  
LAW GROUP, PLLC, A PROFESSIONAL LLC,  
Appellants,  
vs.  
TON VINH LEE,  
Respondent.

**Supreme Court No. 69928**  
District Court Case No. A723134

**RECEIPT FOR DOCUMENTS**

TO: Nettles Law Firm \ Christian M. Morris  
Bremer Whyte Brown & O'Meara, LLP \ August B. Hotchkin, Prescott T. Jones  
Steven D. Grierson, Eighth District Court Clerk

You are hereby notified that the Clerk of the Supreme Court has received and/or filed the following:

03/09/2016      Filing Fee Paid. \$250.00 from Law Offices of Brian D. Nettles, Inc.  
Check no. 17565.

03/09/2016      Filed Notice of Appeal. Appeal docketed in the Supreme Court this  
day. (Docketing statement mailed to counsel for appellant.)

Appellant(s) shall file a docketing statement with the Clerk of the Supreme Court within 20 days of the date of this notice. See NRAP 14. A copy of the docketing statement is enclosed or you may access the form online at [nevadajudiciary.us](http://nevadajudiciary.us). Click on the Supreme Court tab and search for **Docketing Statement**. A PDF version is accessible that can be completed, copied, and submitted to this Court for filing.

DATE: March 09, 2016

Tracie Lindeman, Clerk of Court  
lh

## **EXHIBIT C**

## **EXHIBIT C**

## **EXHIBIT C**

# OFFICIAL RECEIPT

District Court Clerk of the Court 200 Lewis Ave, 3rd Floor Las Vegas, NV 89101

Payor  
Law Offices of Brian D. Nettles, Inc.

Receipt No.  
**2016-23042-CCCLK**

Transaction Date  
03/7/2016

Description	Amount Paid
-------------	-------------

On Behalf Of Patin, Ingrid  
A-15-723134-C  
Ton Lee, Plaintiff(s) vs. Ingrid Patin, Defendant(s)  
Appeal Bond

Appeal Bond  
**SUBTOTAL**

500.00

500.00

**PAYMENT TOTAL** **500.00**

Check (Ref #17566) Tendered	500.00
Total Tendered	500.00
Change	0.00

03/07/2016  
12:17 PM

Cashier  
Station AIKO

Audit  
35411596

## OFFICIAL RECEIPT

**EXHIBIT D**

**EXHIBIT D**

**EXHIBIT D**

### TRANSCRIBER'S BILLING INFORMATION

<b>CASE NUMBER:</b>	A-15-723134-C			
<b>CASE NAME:</b>	Ton Lee v. Ingrid Patin			
<b>HEARING DATE(S):</b>	August 10, 2016			
<b>DEPARTMENT</b>	DC IX			
<b>ORDERED BY:</b> <b>FIRM:</b> <b>EMAIL:</b>	Jenn Alexy for Christian Morris Nettles Law Firm Jenn@nettleslawfirm.com			
<b>COURT RECORDER:</b>	Yvette G. Sison - #702-671-4391			
<b>PAYABLE TO:</b>	<b>Make check payable to:</b> <b>Clark County Treasurer</b> <b>County Tax ID#: 88-6000028</b> <b>Include case number on check</b>  <b>They also accept major credit cards - #671-4507</b>  <u><b>Mailing Address:</b></u> <b>Regional Justice Center, Fiscal Services</b> <b>Attn: Kim Ockey, 200 Lewis Ave., Las Vegas, NV 89155</b>			
<b>BILL AMOUNT:</b>		<b>CD (s) @ \$25 each =</b>		<b>\$</b>
	<b>1</b>	<b>Hour(s) @ \$40/hour recording fee</b>		<b>\$40.00</b>
	<b>8</b>	<b>Pages</b>	<b>\$3.80</b>	<b>per page \$30.40</b>
	<b>Total</b>			<b>\$70.40</b>
<b>TRANSCRIPTS/CD'S WILL NOT BE FILED OR RELEASED UNTIL PAYMENT IS RECEIVED</b>				

LAW OFFICES OF BRIAN D NETTLES, INC. - OPERATING ACCOUNT  
Clark County Treasurer

1/23/2017

1927

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Bank of George - Ope transcription - 15-723134

70.40

LAW OFFICES OF BRIAN D NETTLES, INC. - OPERATING ACCOUNT  
Clark County Treasurer

1/23/2017

1927

70.40

Bank of George - Ope transcription - 15-723134

70.40

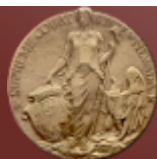
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**EXHIBIT E**

**EXHIBIT E**

**EXHIBIT E**



Nevada  
Appellate Courts



## Appellate Case Management System

C-Track, the browser based CMS for Appellate Courts

### Cases

Case Search

Participant Search

**Disclaimer:** The information and documents available here should not be relied upon as an official record of action.

Only filed documents can be viewed. Some documents received in a case may not be available for viewing.

Some documents originating from a lower court, including records and appendices, may not be available for viewing.

For official records, please contact the Clerk of the Supreme Court of Nevada at (775) 684-1600.

### Case Information: 72144

<b>Short Caption:</b>	PATIN VS. LEE	<b>Court:</b>	Supreme Court
<b>Lower Court Case(s):</b>	Clark Co. - Eighth Judicial District - A723134	<b>Related Case(s):</b>	69928
<b>Disqualifications:</b>		<b>Classification:</b>	Civil Appeal - General - Other
<b>Replacement:</b>		<b>Case Status:</b>	Remittitur Issued/Case Closed
<b>To SP/Judge:</b>		<b>Panel Assigned:</b>	Panel
<b>Oral Argument:</b>		<b>SP Status:</b>	Exempt
<b>Submission Date:</b>		<b>Oral Argument Location:</b>	
		<b>How Submitted:</b>	

### + Party Information

### Docket Entries

Date	Type	Description	Pending?	Document
01/18/2017	Filing Fee	Filing fee due for Appeal.		
01/18/2017	Notice of Appeal Documents	Filed Notice of Appeal. Appeal docketed in the Supreme Court this day.		17-01815
01/18/2017	Notice/Outgoing	Issued Notice to Pay Supreme Court Filing Fee. No action will be taken on this matter until filing fee is paid. Due Date: 10 days.		17-01817
01/25/2017	Filing Fee	Filing Fee Paid. \$250.00 from Law Offices of Brian D Nettles, Inc. Check No. 19241.		
01/25/2017	Notice/Outgoing	Issued Notice of Referral to Settlement Program. This appeal may be assigned to the settlement		17-02857

LAW OFFICES OF BRIAN D NETTLES, INC. - OPERATING ACCOUNT

Nevada Supreme Court

1/18/2017

192

250.00

Bank of George - Ope Appeal fee (A723134)

250.00

LAW OFFICES OF BRIAN D NETTLES, INC. - OPERATING ACCOUNT

Nevada Supreme Court

1/18/2017

192

250.00

Bank of George - Ope Appeal fee (A723134)

250.00

Please Reorder from Priority Business Checks Ph. (702) 263-2435 Fax (702) 263-2436 / For Exact Reorders Visit [www.pbchecks.com](http://www.pbchecks.com) (Ask About All Your Printing Needs)

**EXHIBIT F**

**EXHIBIT F**

**EXHIBIT F**

## INVOICE

KRISTEN LUNKWITZ  
Independent Transcriber  
605 Alliston Court  
Las Vegas, NV 89144  
(702) 813-2403  
kristenlunkwitz@aol.com

<b>Attorney:</b>	Christian Morris	<b>Job #:</b>	17027
<b>Attention:</b>	Christian Morris	<b>Department #:</b>	9
<b>Date Ordered:</b>	1/27/17	<b>Case #:</b>	A723134
<b>Date Delivered:</b>	2/6/17	<b>Tax ID#:</b>	Available Upon Request
<b>Clark County Business License #:</b>		2000967-056-121	

**RATE: Ordinary Course**

# OF PAGES	CASE INFORMATION	PRICE PER PAGE	TOTAL CHARGES
6 10 23	Ton V. Lee versus Ingrid Patin, et al.  Hearing Dates: 11/18/15 12/2/15 7/20/16	\$3.80	\$22.80 \$38.00 +\$87.40 \$148.20
<b>TOTAL OWED:</b>		<b>\$148.20</b>	

**Thank you for your business!**

Kristen Lunkwitz

2/8/2017

193

148.20

Bank of George - Ope Job No 17027

148.20

Kristen Lunkwitz

2/8/2017

193

148.20

Bank of George - Ope Job No 17027

148.20

Please Reorder from Priority Business Checks Ph. (702) 263-2435 Fax (702) 263-2436 / For Exact Reorders Visit [www.pbchecks.com](http://www.pbchecks.com) (Ask About All Your Printing Needs)

## **EXHIBIT G**

## **EXHIBIT G**

## **EXHIBIT G**

EIGHTH JUDICIAL DISTRICT COURT  
TRANSCRIPTION PURCHASE  
RECEIPT OF PAYMENT

17647

DATE: 6-9-17	PURCHASER: ATTORNEY NATHAN LAMSON
CASE NUMBER: A723134	CASE NAME: TAN LEE V. IN RE: PHILIP
HEARING DATE: 5-9-17	DEPARTMENT: 26

ITEM DESCRIPTION	COST
1 hr 5 min / hr recording fee	\$110.00
27 pgs. 2644 / hr 2644	\$168.28
TOTAL AMOUNT DUE	\$278.28

72. 6-9-17  
004 013215

WHITE COPY - CASHIER'S OFFICE YELLOW COPY - TRANSCRIBER'S OFFICE PINK COPY - CUSTOMER

REV. 7/14

DISTRICT CT FISCAL SVC  
200 LEWIS 2ND FLOOR  
LAS VEGAS, NV 89155  
06/09/2017 11:00:43  
CREDIT CARD  
VISA SALE  
Card # XXXXXXXXXXXX3333  
SEQ #: 4  
Batch #: 447  
INVOICE 4  
Approval Code: 01311G  
Entry Method: Manual  
Mode: Online  
Tax Amount: \$0.00  
Avs Code: NNN  
Card Code: M  
SALE AMOUNT \$208.28

CUSTOMER COPY  
A723134

1070



**EXHIBIT H**

**EXHIBIT H**

**EXHIBIT H**

## **INVOICE**

8/31/19

TO: NETTLES | MORRIS LAW FIRM

1389 Galleria Drive, Suite 200

Henderson, Nevada 89014

VIA E-MAIL: [Christian@nettlesmorris.com](mailto:Christian@nettlesmorris.com)

FROM: MELINDA ELLWANGER, P.L.L.C.

1152 East Carson Avenue

Las Vegas, Nevada 89101

515.988.5622

[mellwanger@yahoo.com](mailto:mellwanger@yahoo.com)

- 8.2.19 **PATIN:** Reply to Plaintiff's Opposition to our Motion to Dismiss Pursuant to Rule 16.1 – review Ds' opposition brief, notes and comparison to Motion to Dismiss brief; review relevant civil procedure rules; sanctions issue  
3 hours
- 8.3.19 **PATIN:** Reply to Plaintiff's Opposition to our Motion to Dismiss Pursuant to Rule 16.1 – sanctions issue (continued); *Moon* case; introduction; inapplicability of Rule 16.1 to tolling issue  
3.25 hours
- 8.4.19 **PATIN:** Reply to Plaintiff's Opposition to our Motion to Dismiss Pursuant to Rule 16.1 – Plaintiff's exhibits issue; *Arnold* factors/extraordinary circumstances issue; conclusion  
2.75 hours

Total Patin Hours: 9 @ \$125 per hour = \$1,125.00

---

Melinda Ellwanger, PLLC

31557

9/3/2019

mtd

1,125.00

BofNV - OPER2

inv. 8/31/19

4,593.75

---

7.11.19 **PATIN:** Motion to Dismiss Pursuant to NRCP 16.1 –  
research/writing  
3.25 hours

Total Patin Hours: 3.25 @ \$125 per hour = \$406.25

---

Due upon receipt. Please make check payable to: Melinda Ellwanger, P.L.L.C., 1152 East  
Carson Avenue, Las Vegas, Nevada 89101

---

LAW OFFICES OF BRIAN D NETTLES INC

Melinda Ellwanger, PLLC

8/15/2019

31399

mtd

406.25

BofNV - OPER2

inv. 8/2/19

6,500.00

**EXHIBIT I**

**EXHIBIT I**

**EXHIBIT I**



2700 Centennial Tower  
101 Marietta Street  
Atlanta GA 30303  
888-486-4044  
www.esquiresolutions.com  
Tax ID # 45-3463120

# Invoice INV1728388

**Date** 8/5/2020  
**Terms** Net 30  
**Due Date** 9/4/2020

**Client Number** C06883  
**Esquire Office** Las Vegas  
**Proceeding Type** Deposition  
**Name of Insured**  
**Adjuster**  
**Firm Matter/File #**  
**Client VAL ID**  
**Date of Loss**

## Bill To

Nettles|Morris - Henderson  
1389 Galleria Drive  
Suite 200  
Henderson NV 89014

## Services Provided For

Nettles Morris - Henderson  
Morris, Christian  
1389 Galleria Drive  
Suite 200  
Henderson NV 89014

Job Date	Job ID	Job Location	Case			
7/14/2020	J5463909	Las Vegas, NEVADA	TON VINH LEE V. INGRID PATIN, AND PATIN LAW GROUP, PL...			
Description			Deponent	Qty	Unit Rate	Amount
APP FEE: FULL DAY			Ton Vinh Lee	1	260.00	260.00
TRANSCRIPT - O&1-VID-VC-WI			Ton Vinh Lee	240	6.30	1,512.00
CONDENSED TRANSCRIPT			Ton Vinh Lee	1	25.00	25.00
EXHIBITS W/TABS			Ton Vinh Lee	207	0.55	113.85
EXHIBITS COLOR			Ton Vinh Lee	34	1.95	66.30
DIGITAL TRANSCRIPT-PDF-PTX			Ton Vinh Lee	1	50.00	50.00
VIDEOCONFERENCE - COMPLIMENTARY			Ton Vinh Lee	1	0.00	0.00
ROUGH ASCII			Ton Vinh Lee	200	1.75	350.00
PROCESSING & COMPLIANCE			Ton Vinh Lee	1	45.00	45.00

Representing Client: Nettles Morris - Henderson

**Subtotal** 2,422.15  
**Shipping Cost (FedEx)** 26.95  
**Total** 2,449.10  
**Amount Due** \$2,449.10

Attorney is responsible for payment of all charges incurred. Payment is due by "Due Date" shown on invoice. Failure to pay by "Due Date" may result in the assessment of a late fee. Transcript package typically includes transcript/word index, exhibits, appearance fee, condensed transcript, litigation support disk, shipping, video charges and may include other service charges based on job or region. Some services and rates may vary by job or region. Please contact your local office for specific detail and questions. Full Terms and Conditions are viewable online at [www.esquiresolutions.com/terms-conditions](http://www.esquiresolutions.com/terms-conditions). These stated terms and conditions, to the extent they contradict the rules and regulations in Arizona, do not apply. All aspects of this invoice and other business terms comply with the ethical obligations set forth in the AZ Code of Judicial Administration Section 7-206(J)(1)(g)(3) through (6).

Please detach and return this bottom portion with your payment or pay online at

[www.esquireconnect.com](http://www.esquireconnect.com)

## Remit to:

Esquire Deposition Solutions, LLC  
P. O. Box 846099  
Dallas, TX 75284-6099

## Federal Express, UPS or Overnight

Esquire Deposition Solutions, LLC  
Lockbox 846099  
1950 N. Stemmons Freeway  
Suite 5010  
Dallas, TX 75208

**Client Name** Nettles Morris - Henderson

**Client #** C06883

**Invoice #** INV1728388

**Invoice Date** 8/5/2020

**Due Date** 9/4/2020

**Amount Due** \$ 2,449.10

## EsquireConnect | Invoice Payment Results

2 Invoices Paid

Your payment was processed successfully to:

Invoice # INV1728388	\$2,449.10	
Invoice # INV1724190	\$712.50	
<b>Total Amount Paid</b>		<b>\$3,161.60</b>

Your confirmation code is **38164744**

The invoices in EsquireConnect now reflect your payment.

Should you have any follow-up questions, please contact us at 888-486-4044, or by email at [ccare@esquiresolutions.com](mailto:ccare@esquiresolutions.com). Thank you for your business.





2700 Centennial Tower  
101 Marietta Street  
Atlanta GA 30303  
888-486-4044  
www.esquiredepositionsolutions.com  
Tax ID # 45-3463120

# Invoice INV1729116

Date 8/6/2020  
Terms Net 30  
Due Date 9/5/2020

Client Number C06883  
Esquire Office Las Vegas  
Proceeding Type Deposition  
Name of Insured  
Adjuster  
Firm Matter/File #  
Client VAL ID  
Date of Loss

## Bill To

Nettles Morris - Henderson  
1389 Galleria Drive  
Suite 200  
Henderson NV 89014

## Services Provided For

Nettles Morris - Henderson  
Morris, Christian  
1389 Galleria Drive  
Suite 200  
Henderson NV 89014

Job Date	Job ID	Job Location	Case			
7/14/2020	J5855181	, NEVADA	TON VINH LEE V. INGRID PATIN, AND PATIN LAW GROUP, PL...			
Description			Deponent	Qty	Unit Rate	Amount
			Ton Vinh Lee,	1	0.00	0.00
			Ton Vinh Lee,	1	0.00	0.00
TRANSCRIPT - O&1-VID-VC-WI			Ton Vinh Lee,	84	6.30	529.20
CONDENSED TRANSCRIPT			Ton Vinh Lee,	1	25.00	25.00
EXHIBITS W/TABS			Ton Vinh Lee,	71	0.55	39.05
ROUGH ASCII			Ton Vinh Lee,	68	1.75	119.00
VIDEOCONFERENCE - COMPLIMENTARY			Ton Vinh Lee,	1	0.00	0.00
PROCESSING & COMPLIANCE			Ton Vinh Lee,	1	45.00	45.00
EXHIBITS COLOR			Ton Vinh Lee,	9	1.95	17.55

Representing Client: Nettles Morris - Henderson

Subtotal 774.80  
Shipping Cost (FedEx) 26.95  
Total 801.75  
Amount Due \$801.75

Attorney is responsible for payment of all charges incurred. Payment is due by "Due Date" shown on invoice. Failure to pay by "Due Date" may result in the assessment of a late fee. Transcript package typically includes transcript word index, exhibits, appearance fee, condensed transcript, litigation support disk, shipping, video charges and may include other service charges based on job or region. Some services and rates may vary by job or region. Please contact your local office for specific detail and questions. Full Terms and Conditions are viewable online at [www.esquiredepositionsolutions.com/terms-conditions](http://www.esquiredepositionsolutions.com/terms-conditions). These stated terms and conditions, to the extent they contradict the rules and regulations in Arizona, do not apply. All aspects of this invoice and other business terms comply with the ethical obligations set forth in the AZ Code of Judicial Administration Section 7-206(J)(1)(g)(3) through (6).

Please detach and return this bottom portion with your payment or pay online at

[www.esquireconnect.com](http://www.esquireconnect.com)

## Remit to:

Esquire Deposition Solutions, LLC  
P.O. Box 846099  
Dallas, TX 75284-6099

## Federal Express, UPS or Overnight

Esquire Deposition Solutions, LLC  
Lockbox 846099  
1950 N. Stemmons Freeway  
Suite 5010  
Dallas, TX 75208

Client Name Nettles Morris - Henderson

Client # C06883

Invoice # INV1729116

Invoice Date 8/6/2020

Due Date 9/5/2020

Amount Due \$ 801.75





2700 Centennial Tower  
101 Marietta Street  
Atlanta GA 30303  
888-486-4044  
www.esquiresolutions.com  
Tax ID # 45-3463120

# Invoice INV1724190

**Date** 7/29/2020  
**Terms** Net 30  
**Due Date** 8/28/2020

**Client Number** C06883  
**Esquire Office** Las Vegas  
**Proceeding Type** Deposition  
**Name of Insured**  
**Adjuster**  
**Firm Matter/File #**  
**Client VAL ID**  
**Date of Loss**

## Bill To

Nettles|Morris - Henderson  
1389 Galleria Drive  
Suite 200  
Henderson NV 89014

## Services Provided For

Nettles Morris - Henderson  
Morris, Christian  
1389 Galleria Drive  
Suite 200  
Henderson NV 89014

Job Date	Job ID	Job Location	Case			
7/14/2020	J5463909	Las Vegas, NEVADA	TON VINH LEE V. INGRID PATIN, AND PATIN LAW GROUP, PL...			
Description			Deponent	Qty	Unit Rate	Amount
REMOTE VIDEO HOURLY			Ton Vinh Lee	6	95.00	570.00
REMOTE VIDEO OVERTIME HOURLY			Ton Vinh Lee	1	142.50	142.50

Representing Client: Nettles Morris - Henderson

**Subtotal** 712.50  
**Shipping Cost (n/a)** 0.00  
**Total** 712.50  
**Amount Due** \$712.50

Attorney is responsible for payment of all charges incurred. Payment is due by "Due Date" shown on invoice. Failure to pay by "Due Date" may result in the assessment of a late fee. Transcript package typically includes transcript/word index, exhibits, appearance fee, condensed transcript, litigation support disk, shipping, video charges and may include other service charges based on job or region. Some services and rates may vary by job or region. Please contact your local office for specific detail and questions. Full Terms and Conditions are viewable online at [www.esquiresolutions.com/terms-conditions](http://www.esquiresolutions.com/terms-conditions). These stated terms and conditions, to the extent they contradict the rules and regulations in Arizona, do not apply. All aspects of this invoice and other business terms comply with the ethical obligations set forth in the AZ Code of Judicial Administration Section 7-206(J)(1)(g)(3) through (6).

Please detach and return this bottom portion with your payment or pay online at

[www.esquireconnect.com](http://www.esquireconnect.com)

## Remit to:

Esquire Deposition Solutions, LLC  
P. O. Box 846099  
Dallas, TX 75284-6099

## Federal Express, UPS or Overnight

Esquire Deposition Solutions, LLC  
Lockbox 846099  
1950 N. Stemmons Freeway  
Suite 5010  
Dallas, TX 75208

**Client Name** Nettles Morris - Henderson  
**Client #** C06883  
**Invoice #** INV1724190  
**Invoice Date** 7/29/2020  
**Due Date** 8/28/2020  
**Amount Due** \$ 712.50

## EsquireConnect | Invoice Payment Results

2 Invoices Paid

Your payment was processed successfully to:

Invoice # INV1728388	\$2,449.10	
Invoice # INV1724190	\$712.50	
<b>Total Amount Paid</b>		<b>\$3,161.60</b>

Your confirmation code is **38164744**

The invoices in EsquireConnect now reflect your payment.

Should you have any follow-up questions, please contact us at 888-486-4044, or by email at [ccare@esquiresolutions.com](mailto:ccare@esquiresolutions.com). Thank you for your business.

**EXHIBIT J**

**EXHIBIT J**

**EXHIBIT J**



J. Glau Investigations  
1244 Pine Street, Suite 205  
Paso Robles, CA 93446  
(805) 237-6211

## INVOICE

Invoice # 2531  
Date: 07/23/2020

Nettles Morris  
1389 Galleria Drive, Suite 200  
Henderson, NV 89014

**Client Reference Number:** Ton Vinh Lee vs. Patin

DATE	DESCRIPTION	QTY	RATE	TOTAL
07/23/2020	General Investigation: Rush Background investigation on Ton Vinh Lee	7.90	\$95.00	\$750.50
07/23/2020	DMV/Database Costs: License Plate Reader database search	1.00	\$24.00	\$24.00
07/23/2020	DMV/Database Costs: Database search on Ton Vinh Lee, Virra Joy Lee.	1.00	\$20.00	\$20.00
07/23/2020	Outside Investigator: Investigator attempted on-site request for court files, Las Vegas.	1.00	\$190.00	\$190.00
Quantity Subtotal				7.9
Quantity Total				7.9
Subtotal				\$984.50
TOTAL				\$984.50

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION - ATTORNEY WORK PRODUCT

Payment is due upon receipt.

LAW OFFICES OF BRIAN D NETTLES INC  
1389 GALLERIA DR SUITE 200  
HENDERSON, NV 89014-6686

09-18

BANK OF NEVADA  
A division of Western Alliance Bank,  
Member FDIC.

32931

94-177/1224  
2134  
CHECK ARMOR  
BY FIRST UNION

7/27/2020

PAY TO THE ORDER OF J. Glau Investigations

\$ \*\*984.50

Nine Hundred Eighty-Four and 50/100\*\*\*\*\*

DOLLARS

J. Glau Investigations  
1244 Pine St Ste 205  
Paso Robles CA 93446

MEMO

Inv. 2531

  
AUTHORIZED SIGNATURE

⑈032931⑈ ⑆122401778⑆ 8728443266⑈

LAW OFFICES OF BRIAN D NETTLES INC

32931

J. Glau Investigations

7/27/2020

priv investigator, asset search

984.50

BofNV - OPER2

Inv. 2531

984.50

LAW OFFICES OF BRIAN D NETTLES INC

32931

J. Glau Investigations

7/27/2020

priv investigator, asset search

984.50

BofNV - OPER2

Inv. 2531

984.50

1085

## **EXHIBIT K**

## **EXHIBIT K**

## **EXHIBIT K**



# Legal Process Service

Professional Service Since 1982

724 S. Eighth Street, Las Vegas, Nevada 89101-7005

Telephone (702) 471-7255 Fax (702) 471-7248

Tax ID - 88-0293775 State Lic. #604

www.LPSNV.com contact@LPSNV.com



Invoice # 2006512

Invoice Date: 08/28/2020

## Nettles Morris

Christian M. Morris, Esq.  
Attention: Emily Arriviello  
1389 Galleria Dr., #200  
Henderson, NV 89014

Insured:

Attention: **EMILY ARRIVIELLO**

Attempts to serve have been to no avail thus far. Mail addressed to Jill Money was in sight, but there has been no answer at the door. Alexis (8/25/20)

**THANK YOU FOR CHOOSING LPS!**

This is now out for rush service to the address you

<b>Plaintiff(s)</b>	<i>Ton Vinh Lee, an individual</i>	Court: <u>District Court</u>
	vs	
<b>Defendant(s)</b>	<i>Ingrid Patin, an individual; et al.</i>	County: <u>Clark County</u>
<b>Re:</b>	<b>Christopher K. Money, CPA, CFE</b>	Case No.: <u>A-15-723134-C</u>
<b>Documents Served or Service Provided</b>	<u>Deposition Subpoena To Christopher K. Money, CPA, CFE; Amended Notice of Taking The Deposition of Christopher K. Money, CPA, CFE</u>	Dept. No.: <u>26</u>
		Your File <u>Patin - Depo Sub to</u>
		Purchase Order _____
		Hearing Date <u>09/09/2020</u>
		Date Served: _____
		Time Served: _____

Date	Service Description	Service Fee	Date Paid	Check# / Auth #	Fee Paid
08/20/20	Attempted @ 2415 Campus Drive, Ste. 225, Irvine, CA 92612	\$185.00			
08/21/20	Attempted @ 1842 Port Barmouth Pl., Newport Beach, CA 92660	\$185.00			
	**Includes LPS Rush Handling**				
Sub-Totals:		\$370.00	Total Paid:		

**Terms:** Payment is due in full upon receipt; and is not contingent upon client or insurance reimbursement. A past due fee of 15% will be assessed on all outstanding invoices of 30 days or more from the invoice date.

**Total Amount Due = \$370.00**

**Invoice Due Date: 9/27/2020**

Please detach and return this section with your payment. Make checks payable to Legal Process Service

Nettles Morris  
Christian M. Morris, Esq.  
1389 Galleria Dr., #200  
Henderson, NV 89014

**We Appreciate Your Business! Thank You!**  
**Please Pay By Due Date To Avoid Past Due Charges.**

**Remit Payment to:**

**Work Order # 2006512**

**Invoice Date: 08/28/2020**

**Invoice Due Date: 9/27/2020**

**Client ID #: A4607**

**Legal Process Service**  
**724 South 8th Street**  
**Las Vegas, NV 89101**

**Total Amount Due = 1087370.00**

## Emily Arriviello

---

**From:** Emily Arriviello  
**Sent:** Friday, September 4, 2020 5:11 PM  
**To:** Angela Gaboury  
**Subject:** FW: Transaction Receipt from Legal Process Service Inc for \$602.00 (USD)  
**Attachments:** 2006622.inv0.pdf; 2006620.inv0.pdf; 2006512.inv0.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Invoice paid on Ingrid Patin with AMEX!

---

From: Auto-Receipt <noreply@mail.authorize.net>  
Sent: Friday, September 4, 2020 5:10 PM  
To: Emily Arriviello <emily@nettlesmorris.com>  
Subject: Transaction Receipt from Legal Process Service Inc for \$602.00 (USD)

### Order Information

Description: Pay Select Invoice(s) \$602.00 WO's '2006512', '2006620', '2006622',

Invoice Number Pay Select Invoice(s)

Customer ID A4607

### Billing Information

Brian Nettles  
Nettles Morris  
1595 Liege Dr. Henderson  
Henderson, NV 89052  
[emily@nettlesmorris.com](mailto:emily@nettlesmorris.com)  
7028051985

### Shipping Information

---

Total: \$602.00 (USD)

### Payment Information

Date/Time: 4-Sep-2020 17:10:07 PDT  
Transaction ID: 62543455702  
Payment Method: American Express xxxx8026  
Transaction Type: Purchase  
Auth Code: 180776

### Merchant Contact Information

Legal Process Service Inc  
Las Vegas, NV 89101  
US  
[Kathryn@lpsnv.com](mailto:Kathryn@lpsnv.com)

# Legal Process Service

Professional Service Since 1982

724 S. Eighth Street, Las Vegas, Nevada 89101-7005

Telephone (702) 471-7255 Fax (702) 471-7248

Tax ID - 88-0293775 State Lic. #604

www.LPSNV.com contact@LPSNV.com



Invoice # 2006807

Invoice Date: 09/10/2020

Insured: INGRID PARTIN - Depo Sub to Dean

Attention: **EMILY ARRIVIELLO**

Service was accepted by Aubre Claret, Lead front office clerk, at Summerlin Smiles, 9525 W. Russell Rd., Suite 100, Las Vegas, NV 89148. Thanks-Madison 9/3/20

## Nettles Morris

Christian M. Morris, Esq.  
Attention: Emily Arriviello  
1389 Galleria Dr., #200  
Henderson, NV 89014

### THANK YOU FOR CHOOSING LPS!

<b>Plaintiff(s)</b>	<i>Ton Vinh Lee, an individual</i>	Court: <u>District Court</u>
	vs	
<b>Defendant(s)</b>	<i>Ingrid Patin, an individual; et al.</i>	County: <u>Clark County,</u>
<b>Re:</b>	<b>Jonathan Dean, DDS</b>	Case No.: <u>A-15-723134-C</u>
<b>Documents Served or Service Provided</b>	<u>Second Amended Deposition Subpoena to Jonathan Dean, DDS; Second Amended Notice of Taking the Deposition of Jonathan Dean, DDS</u>	Dept. No.: <u>26</u>
		Your File <u>Ton Vinh Lee vs.</u>
		Purchase Order _____
		Hearing Date <u>10/15/2020</u>
		Date Served: <u>09/03/2020</u>
		Time Served: <u>9:41 AM</u>

Date	Service Description	Service Fee	Date Paid	Check# / Auth #	Fee Paid
09/03/20	PMK Served@ 9525 W. Russell Rd., Suite 100, Las Vegas, NV 89148	\$85.00			
Sub-Totals:		\$85.00	Total Paid:		

**Terms:** Payment is due in full upon receipt; and is not contingent upon client or insurance reimbursement. A past due fee of 15% will be assessed on all outstanding invoices of 30 days or more from the invoice date.

**Total Amount Due = \$85.00**

**Invoice Due Date: 10/10/2020**

Please detach and return this section with your payment. Make checks payable to Legal Process Service

Nettles Morris  
Christian M. Morris, Esq.  
1389 Galleria Dr., #200  
Henderson, NV 89014

**We Appreciate Your Business! Thank You!**  
**Please Pay By Due Date To Avoid Past Due Charges.**

## Remit Payment to:

**Legal Process Service**  
**724 South 8th Street**  
**Las Vegas, NV 89101**

**Work Order # 2006807**

**Invoice Date: 09/10/2020**

**Invoice Due Date: 10/10/2020**

**Client ID #: A4607**

**Total Amount Due = 1089\$85.00**



## Legal Process Service

Professional Service Since 1982

724 S. Eighth Street, Las Vegas, Nevada 89101-7005

Telephone (702) 471-7255 Fax (702) 471-7248

Tax ID - 88-0293775 State Lic. #604

www.LPSNV.com contact@LPSNV.com

Invoice # 2006808

Invoice Date: 09/10/2020

Insured: INGRID PARTIN - Depo Sub to

Attention: **EMILY ARRIVIELLO**

### Nettles Morris

Christian M. Morris, Esq.

Attention: Emily Arriviello

1389 Galleria Dr., #200

Henderson, NV 89014

Service was accepted by Aubre Clarett, Lead front office, at Summerlin Smiles, 9525 W. Russell Rd., Ste. 100, Las Vegas, NV 89148. Thanks- Madison 9/3/20

### THANK YOU FOR CHOOSING LPS!

Plaintiff(s)	Ton Vinh Lee, an individual vs	Court: District Court
Defendant(s)	Ingrid Patin, an individual; et al.	County: Clark County,
Re:	Meron Anghesom, DDS	Case No.: A-15-723134-C
Documents Served or Service Provided	Second Amended Deposition Subpoena to Meron Anghesom, DDS; Second Amended Notice of Taking the Deposition of Meron Anghesom, DDS	Dept. No.: 26
		Your File Ton Vinh Lee vs.
		Purchase Order
		Hearing Date 10/15/2020
		Date Served: 09/03/2020
		Time Served: 9:41 AM

Date	Service Description	Service Fee	Date Paid	Check# / Auth #	Fee Paid
09/03/20	2nd paper handling & Affidavit	\$65.00			
Sub-Totals:		\$65.00	Total Paid:		

**Terms:** Payment is due in full upon receipt; and is not contingent upon client or insurance reimbursement. A past due fee of 15% will be assessed on all outstanding invoices of 30 days or more from the invoice date.

**Total Amount Due = \$65.00**

**Invoice Due Date: 10/10/2020**

Please detach and return this section with your payment. Make checks payable to Legal Process Service

Nettles Morris  
Christian M. Morris, Esq.  
1389 Galleria Dr., #200  
Henderson, NV 89014

**We Appreciate Your Business! Thank You!**  
**Please Pay By Due Date To Avoid Past Due Charges.**

### Remit Payment to:

Legal Process Service  
724 South 8th Street  
Las Vegas, NV 89101

Work Order # 2006808

Invoice Date: 09/10/2020

Invoice Due Date: 10/10/2020

Client ID #: A4607

**Total Amount Due = 1090\$65.00**

## Emily Arriviello

---

**From:** Auto-Receipt <noreply@mail.authorize.net>  
**Sent:** Friday, September 11, 2020 4:14 PM  
**To:** Emily Arriviello  
**Subject:** Transaction Receipt from Legal Process Service Inc for \$150.00 (USD)

### Order Information

Description: Pay Select Invoice(s) \$150.00 WO's '2006807', '2006808',  
Invoice Number Pay Select Invoice(s)  
Customer ID A4607

### Billing Information

Brian Nettles  
Nettles Morris  
1595 Liege Dr. Henderson  
Henderson, NV 89052  
emily@nettlesmorris.com  
7028051985

### Shipping Information

Total: \$150.00 (USD)

### Payment Information

Date/Time: 11-Sep-2020 16:13:45 PDT  
Transaction ID: 62555336459  
Payment Method: American Express xxxx8026  
Transaction Type: Purchase  
Auth Code: 152178

### Merchant Contact Information

Legal Process Service Inc  
Las Vegas, NV 89101  
US  
Kathryn@lpsnv.com



# Legal Process Service

**Professional Service Since 1982**

724 S. Eighth Street, Las Vegas, Nevada 89101-7005

Telephone (702) 471-7255 Fax (702) 471-7248

**Tax ID - 88-0293775 State Lic. #604**

**www.LPSNV.com contact@LPSNV.com**

Invoice # **2006620**

Invoice Date: 09/01/2020

## Nettles Morris

Christian M. Morris, Esq.

Attention: Emily Arriviello

1389 Galleria Dr., #200

Henderson, NV 89014

Insured:

Attention: **EMILY ARRIVIELLO**

Service was accepted by Lynn Lee (General Manager), at 9525 W. Russell Rd., Ste. 100, Las Vegas, NV 89148. Thanks- Madison 8/28/20

## THANK YOU FOR CHOOSING LPS!

<b>Plaintiff(s)</b>	<i>Ton Vinh Lee, an individual</i>	Court: <u>District Court</u>
	vs	County: <u>Clark County,</u>
<b>Defendant(s)</b>	<i>Ingrid Patin, an individual; et al.</i>	Case No.: <u>A-15-723134-C</u>
<b>Re:</b>	<b>Meron Anghesom, DDS</b>	Dept. No.: <u>26</u>
<b>Documents Served or Service Provided</b>	<u>Amended Deposition Subpoena to Meron Anghesom, DDS; Amended Notice of Taking the Deposition of Meron Anghesom, DDS; Witness Fee Check - \$35.00</u>	Your File Deppo
		Purchase Order
		Hearing Date <u>09/22/2020</u>
		Date Served: <u>08/28/2020</u>
		Time Served: <u>3:03 PM</u>

Date	Service Description	Service Fee	Date Paid	Check# / Auth #	Fee Paid
08/28/20	Witness Fee Check Advance + Fee	\$41.00			
08/25/20	COR Served c/o Lynn Lee @ 9525 W. Russell Rd., Ste. 100, Las Vegas, NV 89148	\$85.00			
<b>Sub-Totals:</b>		\$126.00	<b>Total Paid:</b>		

**Terms:** Payment is due in full upon receipt; and is not contingent upon client or insurance reimbursement. A past due fee of 15% will be assessed on all outstanding invoices of 30 days or more from the invoice date.

**Total Amount Due = \$126.00**

**Invoice Due Date: 10/1/2020**

Please detach and return this section with your payment. Make checks payable to Legal Process Service

Nettles Morris  
Christian M. Morris, Esq.  
1389 Galleria Dr., #200  
Henderson, NV 89014

**We Appreciate Your Business! Thank You!**  
**Please Pay By Due Date To Avoid Past Due Charges.**

## Remit Payment to:

**Legal Process Service**  
**724 South 8th Street**  
**Las Vegas, NV 89101**

**Work Order # 2006620**

**Invoice Date: 09/01/2020**

**Invoice Due Date: 10/1/2020**

**Client ID #: A4607**

**Total Amount Due = 1092126.00**

## Emily Arriviello

---

**From:** Emily Arriviello  
**Sent:** Friday, September 4, 2020 5:11 PM  
**To:** Angela Gaboury  
**Subject:** FW: Transaction Receipt from Legal Process Service Inc for \$602.00 (USD)  
**Attachments:** 2006622.inv0.pdf; 2006620.inv0.pdf; 2006512.inv0.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Invoice paid on Ingrid Patin with AMEX!

---

From: Auto-Receipt <noreply@mail.authorize.net>  
Sent: Friday, September 4, 2020 5:10 PM  
To: Emily Arriviello <emily@nettlesmorris.com>  
Subject: Transaction Receipt from Legal Process Service Inc for \$602.00 (USD)

### Order Information

Description: Pay Select Invoice(s) \$602.00 WO's '2006512', '2006620', '2006622',

Invoice Number Pay Select Invoice(s)

Customer ID A4607

### Billing Information

Brian Nettles  
Nettles Morris  
1595 Liege Dr. Henderson  
Henderson, NV 89052  
[emily@nettlesmorris.com](mailto:emily@nettlesmorris.com)  
7028051985

### Shipping Information

Total: \$602.00 (USD)

### Payment Information

Date/Time: 4-Sep-2020 17:10:07 PDT  
Transaction ID: 62543455702  
Payment Method: American Express xxxx8026  
Transaction Type: Purchase  
Auth Code: 180776

### Merchant Contact Information

Legal Process Service Inc  
Las Vegas, NV 89101  
US  
[Kathryn@lpsnv.com](mailto:Kathryn@lpsnv.com)

# Legal Process Service

Professional Service Since 1982

724 S. Eighth Street, Las Vegas, Nevada 89101-7005

Telephone (702) 471-7255 Fax (702) 471-7248

Tax ID - 88-0293775 State Lic. #604

www.LPSNV.com contact@LPSNV.com



Invoice # 2006622

Invoice Date: 09/01/2020

## Nettles Morris

Christian M. Morris, Esq.  
Attention: Emily Arriviello  
1389 Galleria Dr., #200  
Henderson, NV 89014

Insured:

Attention: **EMILY ARRIVIELLO**

Service was accepted by Lynn Lee (General Manager), at 9525 W. Russell Rd., Ste. 100, Las Vegas, Nevada 89148. Thanks- Madison 8/28/20

## THANK YOU FOR CHOOSING LPS!

Plaintiff(s)	Ton Vinh Lee, an individual vs Ingrid Patin, an individual; et al.	Court: District Court
Defendant(s)		County: Clark County,
Re:	Jonathan Dean, DDS	Case No.: A-15-723134-C
Documents Served or Service Provided	Amended Deposition Subpoena to Meron Anghesom, DDS; Amended Notice of Taking the Deposition of Meron Anghesom, DDS; Witness Fee Check - \$35.00	Dept. No.: 26
		Your File Deppo
		Purchase Order
		Hearing Date 09/22/2020
		Date Served: 08/28/2020
		Time Served: 3:03 PM

Date	Service Description	Service Fee	Date Paid	Check# / Auth #	Fee Paid
08/28/20	Witness Fee Check Advance + Fee	\$41.00			
08/28/20	2nd paper handling & Affidavit @9525 W. Russell Rd., Ste. 100, Las Vegas, Nevada 89148	\$65.00			
Sub-Totals:		\$106.00	Total Paid:		

**Terms:** Payment is due in full upon receipt; and is not contingent upon client or insurance reimbursement. A past due fee of 15% will be assessed on all outstanding invoices of 30 days or more from the invoice date.

**Total Amount Due = \$106.00**

**Invoice Due Date: 10/1/2020**

Please detach and return this section with your payment. Make checks payable to Legal Process Service

Nettles Morris  
Christian M. Morris, Esq.  
1389 Galleria Dr., #200  
Henderson, NV 89014

**We Appreciate Your Business! Thank You!**  
**Please Pay By Due Date To Avoid Past Due Charges.**

## Remit Payment to:

Legal Process Service  
724 South 8th Street  
Las Vegas, NV 89101

Work Order # 2006622

Invoice Date: 09/01/2020

Invoice Due Date: 10/1/2020

Client ID #: A4607

**Total Amount Due = 109\$106.00**



## Emily Arriviello

---

**From:** Emily Arriviello  
**Sent:** Friday, September 4, 2020 5:11 PM  
**To:** Angela Gaboury  
**Subject:** FW: Transaction Receipt from Legal Process Service Inc for \$602.00 (USD)  
**Attachments:** 2006622.inv0.pdf; 2006620.inv0.pdf; 2006512.inv0.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Invoice paid on Ingrid Patin with AMEX!

---

From: Auto-Receipt <noreply@mail.authorize.net>  
Sent: Friday, September 4, 2020 5:10 PM  
To: Emily Arriviello <emily@nettlesmorris.com>  
Subject: Transaction Receipt from Legal Process Service Inc for \$602.00 (USD)

### Order Information

Description: Pay Select Invoice(s) \$602.00 WO's '2006512', '2006620', '2006622',

Invoice Number Pay Select Invoice(s)

Customer ID A4607

### Billing Information

Brian Nettles  
Nettles Morris  
1595 Liege Dr. Henderson  
Henderson, NV 89052  
[emily@nettlesmorris.com](mailto:emily@nettlesmorris.com)  
7028051985

### Shipping Information

Total: \$602.00 (USD)

### Payment Information

Date/Time: 4-Sep-2020 17:10:07 PDT  
Transaction ID: 62543455702  
Payment Method: American Express xxxx8026  
Transaction Type: Purchase  
Auth Code: 180776

### Merchant Contact Information

Legal Process Service Inc  
Las Vegas, NV 89101  
US  
[Kathryn@lpsnv.com](mailto:Kathryn@lpsnv.com)

**EXHIBIT L**

**EXHIBIT L**

**EXHIBIT L**



3960 Howard Hughes Pkwy  
Suite 700  
Las Vegas, NV 89169  
Phone: 800.330.1112  
litigationservices.com

Christian M. Morris  
Nettles Morris Law Firm  
1389 Galleria Drive  
Suite 200  
Henderson, NV 89014

# INVOICE

Invoice No.	Invoice Date	Job No.
1404252	9/22/2020	662707
Job Date	Case No.	
9/9/2020		
Case Name		
Vinh, Ton vs. Patim, Ingrid, et al.		
Payment Terms		
Due upon receipt		

Zoom Tech

Christopher K. Money

600.00

**TOTAL DUE >>> \$600.00**

AFTER 10/22/2020 PAY \$660.00

Please note, disputes or refunds will not be honored or issued after 30 days

**(-) Payments/Credits:** 0.00

**(+) Finance Charges/Debits:** 0.00

**(=) New Balance:** 600.00

Tax ID: 27-5114755

Phone: 702-710-7299 Fax: 702-434-1488

Please detach bottom portion and return with payment.

Christian M. Morris  
Nettles Morris Law Firm  
1389 Galleria Drive  
Suite 200  
Henderson, NV 89014

Job No. : 662707 BU ID : ZOOM

Case No. :

Case Name : Vinh, Ton vs. Patim, Ingrid, et al.

Invoice No. : 1404252 Invoice Date : 9/22/2020

**Total Due : \$600.00**

Remit To: **Litigation Services and Technologies of  
Nevada, LLC  
P.O. Box 98813  
Las Vegas, NV 89193-8813**

## PAYMENT WITH CREDIT CARD



Cardholder's Name: Brian Nettles

Card Number: 3717 5767 9668 026

Exp. Date: 01/24 Phone#: 702-805-1985

Billing Address: 1595 Liege Drive, Henderson, NV

Zip: 89052 Card Security Code: 4784

Amount to Charge: 600.00

Cardholder's Signature: /s/ Brian Nettles

Email: emily@nettlesmorris.com

1097

RECEIPT

Litigation Services

3960 Howard Hughes Pkwy  
Las Vegas, NV 89169  
US  
7023147200  
accounting@litigationservices.com

Merchant ID wfglitigation

Return Codes

Request ID 6015960728006629303247  
Result Code SOK - Request was processed successfully.  
Authorization Code 286713

Order Information

Order Number 1404252  
Transaction Type Sale  
Transaction Date Oct 01 2020 04:47:52 PM PDT  
Authorization Date Oct 01 2020 04:47:52 PM PDT  
  
Subtotal Amount 600.00 USD

Total Amount : 600.00 USD

Customer Information

Name BRIAN NETTLES  
Credit Card Type American Express  
Credit Card Number XXXX XXXX XXXX 8026  
BRIAN NETTLES  
1595  
Billing Address HENDERSON, NV 89052  
US



3960 Howard Hughes Pkwy  
Suite 700  
Las Vegas, NV 89169  
Phone: 800.330.1112  
litigationservices.com

Christian M. Morris  
Nettles Morris Law Firm  
1389 Galleria Drive  
Suite 200  
Henderson, NV 89014

# INVOICE

Invoice No.	Invoice Date	Job No.
1404406	9/23/2020	656298
Job Date	Case No.	
9/9/2020		
Case Name		
Vinh, Ton vs. Patim, Ingrid, et al.		
Payment Terms		
Due upon receipt		

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:

Christopher K. Money

Location: Costa Mesa, CA

Please note, disputes or refunds will not be honored or issued after 30 days

1,146.10

**TOTAL DUE >>>** **\$1,146.10**

AFTER 10/23/2020 PAY \$1,260.71

(-) Payments/Credits: 0.00

(+) Finance Charges/Debits: 0.00

(=) New Balance: **1,146.10**

Tax ID: 27-5114755

Phone: 702-710-7299 Fax: 702-434-1488

Please detach bottom portion and return with payment.

Christian M. Morris  
Nettles Morris Law Firm  
1389 Galleria Drive  
Suite 200  
Henderson, NV 89014

Job No. : 656298 BU ID : LV-CRO

Case No. :

Case Name : Vinh, Ton vs. Patim, Ingrid, et al.

Invoice No. : 1404406 Invoice Date : 9/23/2020

**Total Due : \$1,146.10**

Remit To: **Litigation Services and Technologies of  
Nevada, LLC  
P.O. Box 98813  
Las Vegas, NV 89193-8813**

## PAYMENT WITH CREDIT CARD



Cardholder's Name: Brian Nettles

Card Number: 3717 5767 9668 026

Exp. Date: 01/24 Phone#: 702-805-1985

Billing Address: 1595 Liege Drive Henderson, NV

Zip: 89052 Card Security Code: 4784

Amount to Charge: \$1,146.10

Cardholder's Signature: /s/ Brian Nettles

Email: emily@nettlesmorris.com

1099

RECEIPT

Litigation Services

3960 Howard Hughes Pkwy  
Las Vegas, NV 89169  
US  
7023147200  
accounting@litigationservices.com

Merchant ID wfglitigation

Return Codes

Request ID 6015963408106633403034  
Result Code SOK - Request was processed successfully.  
Authorization Code 288241

Order Information

Order Number 1404406  
Transaction Type Sale  
Transaction Date Oct 01 2020 04:52:20 PM PDT  
Authorization Date Oct 01 2020 04:52:20 PM PDT  
  
Subtotal Amount 1,146.10 USD

Total Amount : 1,146.10 USD

Customer Information

Name BRIAN NETTLES  
Credit Card Type American Express  
Credit Card Number XXXX XXXX XXXX 8026  
  
BRIAN NETTLES  
1595  
Billing Address HENDERSON, NV 89052  
US

**EXHIBIT D**

**EXHIBIT D**

**EXHIBIT D**

**OFFER**  
CHRISTIAN M. MORRIS, ESQ.  
Nevada Bar No. 11218  
NETTLES LAW FIRM  
1389 Galleria Drive, Suite 200  
Henderson, Nevada 89014  
Telephone: (702) 434-8282  
Facsimile: (702) 434-1488  
[christian@nettleslawfirm.com](mailto:christian@nettleslawfirm.com)  
*Attorney for Defendant, Ingrid Patin*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

TON VINH LEE, an individual,  
  
Plaintiff,

v.

INGRID PATIN, an individual, and PATIN  
LAW GROUP, PLLC, a Nevada  
Professional LLC,  
  
Defendants.

CASE NO.: A-15-723134-C  
DEPT NO.: IX

**DEFENDANT, INGRID PATIN'S OFFER  
OF JUDGMENT TO PLAINTIFF**

TO: TON VINH LEE, Plaintiff; and

TO: PRESCOTT JONES, ESQ. of RESNICK & LOUIS, P.C., Attorney for Plaintiff.

Pursuant to Rule 68 of the N.R.C.P., Defendant, INGRID PATIN, hereby offers to allow judgment to be taken in her favor, only, and against Plaintiff, TON VINH LEE, in the above-entitled matter in the total amount of ONE THOUSAND AND NO/100THS DOLLARS (\$1,000.00), inclusive of all accrued interest, costs, and attorney fees, and any other sums that could be claimed by Defendant, INGRID PATIN, against Plaintiff, TON VINH LEE, in the above-captioned action.

Pursuant to Rule 68 of the N.R.C.P., this offer shall be open for a period of ten (10) days from the date of service of this Offer. In the event this Offer of Judgment is accepted by Plaintiff, TON VINH LEE, Defendant, INGRID PATIN, will elect to pay the amount offered here within a



1 reasonable time and obtain a dismissal of the claim as provided by N.R.C.P. 68(d), rather than to  
2 allow judgment to be entered against Defendant, INGRID PATIN.

3 This Offer of Judgment is made solely for the purposes intended by N.R.C.P. 68 and is  
4 not to be construed as an admission in any form, shape or manner that Defendant, INGRID  
5 PATIN, is liable for any of the allegations made by Plaintiff in the Complaint. Nor is it an  
6 admission that Plaintiff is entitled to any relief, including, but not limited to, an award of  
7 damages, attorney's fees, costs or interest and is nullified by any such award.

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

9 NETTLES LAW FIRM

10  
11   
12 Christian M. Morris, Esq.

13 Nevada Bar No. 011218

14 1389 Galleria Drive, Suite 200

15 Henderson, NV 89014

16 *Attorneys for Defendant, Ingrid Patin*  
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**CERTIFICATE OF SERVICE**

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I certify that on this 19 day January, 2017, I served the foregoing **DEFENDANT, INGRID PATIN'S OFFER OF JUDGMENT TO PLAINTIFF** to the following parties by electronic transmission through the Wiznet system:

<b>Resnick &amp; Louis</b>		
	<b>Contact</b>	<b>Email</b>
	Coreene Drose	<a href="mailto:cdrose@rlattorneys.com">cdrose@rlattorneys.com</a>
	Lisa Bell	<a href="mailto:lbell@rlattorneys.com">lbell@rlattorneys.com</a>
<b>Resnick &amp; Louis, P.C.</b>		
	<b>Contact</b>	<b>Email</b>
	Prescott Jones	<a href="mailto:pjones@rlattorneys.com">pjones@rlattorneys.com</a>

  
An Employee of NETTLES LAW FIRM

**EXHIBIT E**

**EXHIBIT E**

**EXHIBIT E**

1 **OFFER**  
2 **RESNICK & LOUIS, P.C.**  
3 PRESCOTT JONES  
4 Nevada Bar No. 11617  
5 [pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)  
6 5940 S. Rainbow Blvd.  
7 Las Vegas, Nevada 89118  
8 Telephone: (702) 997-3800  
9 Facsimile: (702) 997-3800  
10 *Attorneys for Plaintiff,*  
11 *Ton Vinh Lee*

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

15 TON VINH LEE,

16 Plaintiff,

17 v.

18 INGRID PATIN, an individual, and PATIN  
19 LAW GROUP, PLLC, a Nevada Professional  
20 LLC,

21 Defendants.

CASE NO.: A-15-723134-C

DEPT: 26

22 **PLAINTIFF TON VINH LEE'S**  
23 **APPORTIONED CONDITIONAL**  
24 **OFFER OF JUDGMENT TO**  
25 **DEFENDANTS**

26 To: INGRID PATIN, Defendant.

27 To: PATIN LAW GROUP, PLLC, Defendant.

28 To: CHRISTIAN M. MORRIS, ESQ. of NETTLES LAW FIRM, Attorneys for Defendant.

To: PAUL E. LARSEN, ESQ. of SNELL & WILMER, Attorneys for Defendant.

PLEASE TAKE NOTICE THAT pursuant to Rule 68(b) of NRCP, Plaintiff TON VINH LEE hereby offers to accept judgment against Defendant INGRID PATIN in the above entitled-matter in the total amount of FORTY-NINE THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND ZERO CENTS (\$49,999.00). This offer of judgment is conditioned upon the acceptance of the offer by both Defendants.

1 PLEASE TAKE FURTHER NOTICE THAT pursuant to Rule 68(b) of NRCP, Plaintiff  
2 TON VINH LEE hereby offers to accept judgment against Defendant PATIN LAW GROUP,  
3 PLLC in the above entitled-matter in the total amount of FORTY-NINE THOUSAND NINE  
4 HUNDRED NINETY-NINE DOLLARS AND ZERO CENTS (\$49,999.00). This offer of  
5 judgment is conditioned upon the acceptance of the offer by both Defendants.

6 This apportioned conditional offer is made inclusive of all fees, costs, and pre-judgment  
7 interest.

8 DATED this 1st day of June, 2018.

9  
10 **RESNICK & LOUIS, P.C.**

11 */s/ Prescott T. Jones*

12 By: \_\_\_\_\_  
13 PRESCOTT JONES  
14 Nevada Bar No. 11617  
15 5940 S. Rainbow Blvd.  
16 Las Vegas, NV 89118  
17 [pjones@rlattorneys.com](mailto:pjones@rlattorneys.com)  
18 Telephone: (702) 997-1029  
19 Facsimile: (702) 997-1029  
20 *Attorneys for Plaintiff,*  
21 *Ton Vinh Lee*

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**CERTIFICATE OF SERVICE**


I HEREBY CERTIFY that service of the foregoing **PLAINTIFF TON VINH LEE'S APPORTIONED CONDITIONAL OFFER OF JUDGMENT TO DEFENDANTS** was served this 1<sup>st</sup> day of June, 2018, by:

☐ **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada, addressed as set forth below.

☐ **BY FACSIMILE:** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m. pursuant to EDCR Rule 7.26(a). A printed transmission record is attached to the file copy of this document.

☐ **BY PERSONAL SERVICE:** by causing personal delivery by an employee of Resnick & Louis, P.C. of the document(s) listed above to the person(s) at the address(es) set forth below.

☒ **BY ELECTRONIC SERVICE:** by transmitting via the Court's electronic filing services the document(s) listed above to the Counsel set forth on the service list on this date pursuant to EDCR Rule 7.26(c)(4).

  
\_\_\_\_\_  
An Employee of Resnick & Louis, P.C.