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Elizabeth A. Brown  
Clerk of Supreme Court

7  
8 SUPREME COURT  
9 STATE OF NEVADA

10 RONALD J. ROBINSON,  
11 Appellant,

No. 83250

12 vs.

**APPELLANT'S APPENDIX VOL. 2**

13 STEVEN A. HOTCHKISS,  
14  
15 Respondent.

16 RONALD J. ROBINSON,  
17 Appellant,  
18

19 vs.

20 ANTHONY WHITE, ROBIN  
SUNTHEIMER, TROY  
21 SUNTHEIMER, STEPHENS  
GHESQUIERE, JACKIE STONE,  
22 GAYLE CHANY, KENDALL  
SMITH, GABRIELE  
23 LA VERMICOCCA, ROBERT  
KAISER.

24  
25 Respondents.  
26  
27  
28

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11/19/18	Defendants Retire Happy, LLC and Josh Stoll's Opposition to Plaintiff's Motion for Summary Adjudication	2	APP000243 APP000258
11/27/18	Reply to Oppositions to Motion for Summary Adjudication of Issues	2	APP000259 APP000272
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# EXHIBIT “1”

## PROMISSORY NOTE

**Principal:** \$ 75,000.00  
**Interest Rate:** 9% annual, interest-only payable monthly  
**Loan Term:** 18 months from execution date with an option to extend for 6 months.

September 23, 2013  
Las Vegas, NV

**Borrower (Maker):** VIRTUAL COMMUNICATIONS CORPORATION, a Nevada corporation and is the sole-owner of its subsidiary WinTech. LLC, a Nevada limited liability company

**Borrower's Address:** 311 E. Warm Springs Rd Suite 100  
Las Vegas, NV 89119

**Holder:** PROVIDENT TRUST GROUP, LLC, FBO Steven A. Hotchkiss, Solo-K #130800142

**Holder's Address:** 8880 W. Sunset Road  
Las Vegas, NV 89148

**PROMISE TO PAY.** The above-named Borrower promises to pay to the above-named Holder in lawful money of the United States of America, the principal amount shown above, at the interest rate shown above, until paid in full.

**INTEREST CALCULATION METHODOLOGY.** Interest shall be computed on a simple basis, starting on the Effective Date, and is furthermore to be computed by applying the Annual Interest Rate against the unpaid principal amount on the following basis (*check one*):

- ☐ Annual basis; that is, by applying the Annual Interest Rate every calendar year
- ☒ Monthly basis; that is, by applying the Annual Interest Rate, divided by twelve, every month
- ☐ Daily basis; that is, by applying the Annual Interest Rate, divided by 365, every day

With respect to prepayment, interest for partial years or months shall be computed on a pro-rated basis.

**PAYMENT.** Borrowers will pay this loan as follows:

1. *Periodicity (check one):*

- ☒ Balloon payment of principal, to be paid at end, with monthly interest-only payments
- ☐ Balloon payment of principal and all accrued interest, to be paid entirely upon final payment
- ☐ Regular payments of fully amortized principal plus interest

2. *Payments:*

Borrower shall make 18 equal payments to Holder, each in the amount of \$562.50 the first payment is due on November, 2013, and on the 1st day of each calendar month thereafter, with the option of 6 additional payments.

3. *Application Order:*

Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; then to any deferred interest; and then to principal.

4. *Payment Address:*

Lender

Borrower

Guarantor

Borrower will pay Holder at any such place as Holder may designate.

**PAYMENT METHOD.** Borrower shall pay this Note on a monthly basis. Borrower shall make payments directly to Holder at Holder's address.

**PREPAYMENT.** At any time, Borrower may prepay a portion or the entirety of the principal and interest due under this Note, without penalty or fee. Prepayments will be first applied against accrued interest, then principal. Full prepayment will include payment of all principal plus all interest then due (including partial-month accrued interest) as of the payoff date. Partial prepayments will not, unless agreed to by Holder in writing, relieve Borrower of its obligation to continue to make regular payments under the foregoing payment schedule.

**LATE FEE.** A 5-day grace period exists. If a scheduled payment is not paid by the Borrower within the grace period, then that payment is deemed delinquent and a 5% non-compounding late fee on the delinquent payment is assessed.

**SECURITY INTEREST.** This note is secured.

**GUARANTEE.** This Note is guaranteed by: R. J. ROBINSON, as indicated below.

**DEFAULT EVENT / ACCELERATION.** If any scheduled payment remains delinquent and unpaid for 15 days or more, then upon failure of Borrower to cure after the expiration of a 10-day written notice from Holder to Borrower of a delinquency, then said failure to cure constitutes a default event of this note (a "Default Event"). The Holder cannot make itself unavailable, or otherwise refuse to take a payment, in order to cause a Default Event to occur; a Default Event must be non-performance on the Note on the part of the Borrower. If a Default Event does occur, then this Note is accelerated, the entire remaining amount under the Note becomes immediately due. Holder's failure to exercise any of its remedies in this section, or any other remedy provided by law, upon the occurrence of a Default Event, does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Default Event.

#### **GENERAL PROVISIONS.**

- **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the state of Nevada.
- **Notices.** All notices must be in writing. A notice may be delivered to a party at the following address contained in the preamble to this Note, or to a new address that a party subsequently designates in writing.
- **Assignment and Succession.** Borrower may not assign its rights or delegate their obligations under this Note in whole or in part without the prior written consent of Holder. This Note is binding on and enforceable by each party's successors and assignees.
- **Severability.** If any court determines that any provision of this Note is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable.
- **Headings.** The section and other headings contained in this Note are for reference purposes only and shall not affect the meaning or interpretations of this Note.
- **Attorney's Fees.** In the event that litigation results from or arises out of this Note or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees and costs, in addition to any other relief to which the prevailing party may be entitled.
- **Modification.** This Note may be modified only by a writing signed by both Borrower and Holder.

Lender

Borrower

Page 2

Guarantor

[Signatures on Next Page]

**BORROWER:**

**VIRTUAL COMMUNICATIONS CORPORATION**

By: \_\_\_\_\_

R. J. Robinson, Chairman and CEO

**APPROVED**

By: \_\_\_\_\_

Print Name: Provident Trust Group, FBO, Steven A. Hotchkiss, Solo-K # 130800142  
Its: Consultant

**PERSONAL GUARANTEE:**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce Holder to make this loan, the undersigned guarantor absolutely and unconditionally agrees to all terms of, and guarantees to Holder the payment and performance of, the entire debt evidenced by this Note, including, without limitation, all principal, accrued interest, attorneys' fees and collection costs that may become due in collecting and enforcing the debt, including collection and enforcement of this guarantee.

A guarantor's liability is not subject to any condition not expressly set forth in this guaranty or any instrument executed in connection with the debt.

This guarantee will be in default if, after 10 days' notice to perform on the guarantee is sent by Holder, guarantor fails to pay any amounts then due under this Note.

**GUARANTOR:**

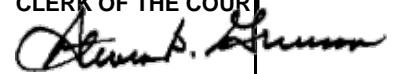
\_\_\_\_\_  
R. J. Robinson, as an individual

Lender

Borrower

Page 3

Guarantor



1 T. LOUIS PALAZZO, ESQUIRE  
2 Nevada Bar No. 4128  
3 PALAZZO LAW FIRM  
4 A PROFESSIONAL LAW CORPORATION  
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6 Las Vegas, Nevada 89101  
7 Tele: 702/385-3850  
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9 *Attorney for Defendants,*  
10 **JOSH STOLL and RETIRE HAPPY, LLC**

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

13 IN THE MATTER BETWEEN,  
14  
15 Steven A. Hotchkiss,  
16  
17 Plaintiff,

18 vs.

19 Ronald J. Robinson, Vernon Rodriquez,  
20 Virtual Communications Corporation,  
21 Wintech, LLC, Retire Happy, LLC, Josh  
22 Stoll, Frank Yoder, Alisa Davis and DOES 1-  
23 10 and ROES 1-10, inclusively,

24 Defendants.

Case No. A-17-762264-C

Dept. 8

**DEFENDANTS RETIRE HAPPY, LLC**  
**AND JOSH STOLL'S OPPOSITION TO**  
**PLAINTIFF'S MOTION FOR**  
**SUMMARY ADJUDICATION**

25 COMES NOW, Defendants Retire Happy, LLC and Josh Stoll, by and through their attorney  
26 of record, T. LOUIS PALAZZO, ESQ., of PALAZZO LAW FIRM, and hereby oppose Plaintiff's  
27 Motion For Summary Adjudication.

28 This Opposition is made and based upon all pleadings and papers on file herein, the exhibits  
attached hereto, and any oral argument of counsel as may be adduced at any scheduled hearing of  
this matter.

I.

PRELIMINARY STATEMENT

Defendants Retire Happy and Josh Stoll hereby contest Plaintiff's invitation to this Honorable Court to adopt the findings made by the Honorable Judge Timothy C. Williams in the case styled, *Waldo vs. VCC and Ronald Robinson, et al.*, case no. A-15-725246-C regarding the characterization of the subject promissory note as a security. The issues presented before this Court as it concerns the instant case are clearly distinct from and in no way subject to the application of any decision(s) or rulings reached or made in the *Waldo* case, especially as it concerns any attempt by Plaintiff to attribute or impose liability upon defendants Retire Happy and Josh Stoll, an employee of Retire Happy. It bears mentioning, that **Retire Happy and its employees had entered into a good faith settlement well in advance of any rulings made in the *Waldo* matter and were no longer parties to the litigation and had no standing or incentive to weigh-in on any arguments made or decisions reached by the court insofar as such concerned Retire Happy and its employees.** Further, pursuant to the provisions of NRS 90.530(11), the subject promissory note transaction may qualify for exemption from the registration requirements of NRS 90.460, requiring a reasonable jury to resolve the disputed material issues presented below, based upon the law and argument impacting upon the same.

II.

STANDARD OF SUMMARY JUDGMENT

Summary judgment is proper only if no genuine issue of material fact exists and the moving party is entitled to judgment as a matter of law. NRCP 56(c); see *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). The court reviews motions for summary judgment, the



1 evidence, and all reasonable inferences drawn from it, in a light most favorable to the nonmoving  
2 party. Whether a factual dispute is material and will preclude summary judgment is controlled by  
3 the underlying substantive law. *Id.* at 731, 121 P.3d at 1031.

4  
5 A genuine issue of material fact exists when a rational trier of fact could return a verdict for  
6 the nonmoving party based upon the presented evidence. *Id.* This court has held that, “ ‘[w]hen a  
7 motion for summary judgment is made and supported as required by NRCP 56, the non-moving  
8 party may not rest upon general allegations and conclusions, but must, by affidavit or otherwise, set  
9 forth specific facts demonstrating the existence of a genuine factual issue.’ “ *Id.* at 731, 121  
10 P.3d at 1030–31 (quoting *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 713, 57 P.3d 82, 87  
11 (2002)).

12  
13 "As to materiality, the substantive law will identify which facts are material. Only disputes  
14 over facts that might affect the outcome of the suit under the governing law will properly preclude  
15 the entry of summary judgment." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). "More  
16 important....summary judgment will not lie if the dispute about a material fact is “genuine, that is,  
17 if the evidence is such that a reasonable jury could return a verdict for the nonmoving party." *Id.*

18  
19 "[A]t the summary judgment stage the judge’s function is not himself to weigh the evidence  
20 and determine the truth of the matter but to determine whether there is a genuine issue for trial." *Id.*  
21 at 249.

22  
23 "[T]rial courts should act....with caution in granting summary judgment...." *Id.* at 255.  
24 "Credibility determinations, the weighing of the evidence, and the drawing of legitimate inferences  
25 from the facts are jury functions, not those of a judge, whether he is ruling on a motion for summary  
26 judgment or for a directed verdict. The evidence of the non-movant is to be believed, and all  
27

1 justifiable inferences are to be drawn in his favor." *Id.*

2 Recently, the United States Supreme Court reiterated the long standing standard a judge is  
3 supposed to apply in deciding whether to grant summary judgment. In the case of *Tolan v. Cotton*,  
4 572 U.S. 650, 656, 134 S.Ct. 1861, 1866 (2014), the Supreme Court reversed the lower court's grant  
5 of summary judgment, holding the lower court failed to credit the opposing party's evidence and the  
6 reasonable inferences therefrom, which contradicted the evidence of the moving party. *Id.* at  
7 1866-1868.  
8

9 In the decision the Supreme Court held that, "[A] 'judge's function' at summary judgment is  
10 not 'to weigh the evidence and determine the truth of the matter but to determine whether there is a  
11 genuine issue for trial'." (Citation omitted). "Summary judgment is appropriate only if 'the movant  
12 shows that there is no genuine issue as to any material fact and the movant is entitled to judgment  
13 as a matter of law'." (Citation omitted). In making that determination, a court must view the  
14 evidence 'in the light most favorable to the opposing party'." (Citation omitted)." *Id.* at 1866.  
15

16 Here, there are several disputed material facts that preclude granting summary judgment:  
17

- 18 1. Whether or not the subject promissory note is a security and if so, whether a  
19 transactional exemption, pursuant to NRS 90.530(11), may apply from any  
20 registration requirements of NRS 90.460  
21
- 22 2. As non-signatories to the subject promissory note, Retire Happy and Josh Stoll are  
23 not in privity of contract with Plaintiff, and therefore do not owe any financial  
24 obligation to Plaintiff for VCC's or Ronald Robinson's material breach of any terms  
25 of the subject note;  
26
- 27 3. Retire Happy and Josh Stoll's role in any transaction between Plaintiff, VCC and  
28

1 Ronald Robinson was that of an “information conduit” and far removed from any  
2 statements made by Ronald Robinson which may have been relied upon by Mr.  
3 Hotchkiss;

4  
5 4. Plaintiff was free to conduct any due diligence found to be necessary under the  
6 circumstances and was required to make his own independent determination to  
7 volitionally enter into the transaction with VCC;

8  
9 5. The previous order issued in the *Waldo* matter has no applicability to Retire Happy  
10 and Josh Stoll because they were no longer parties in the *Waldo* action and had no  
11 opportunity to oppose the motion for summary adjudication when such rulings were  
12 made in that case.

### 13 III.

#### 14 STATEMENT OF FACTS

15 Plaintiff and VCC agreed to enter into a promissory note whereby Plaintiff would lend and  
16 VCC would borrow the sum of \$75,000.00. The promissory note was purportedly executed by  
17 Plaintiff and Ronald Robinson, as CEO of VCC and also executed separately by Ronald Robinson,  
18 as personal guarantor of the note. No other entities or individuals signed the note. (Exhibit “A”)

19  
20 The note was for a term of 18 months with an option for an extension of 6 months; with a  
21 monthly interest only payment at the rate of 9% and a balloon payment of the principle loan amount  
22 payable at the end of the 18 months, unless otherwise extended pursuant to the terms of the note.  
23  
24 The note was executed on September 23, 2013. Plaintiff alleges that on or about January 2015 he  
25 received the last interest payment from VCC and that no other payments have been forthcoming.  
26 Plaintiff asserts that on September 7, 2015 a demand for payment in full was sent to VCC and  
27

1 Ronald Robinson. Thereafter, Plaintiff filed the instant action against not only the breaching obligor  
2 and guarantor, but also sought to include Retire Happy, LLC and Josh Stoll, its employee. Neither  
3 Retire Happy, nor Josh Stoll engaged in any actionable conduct giving rise to the material breach  
4 which lead to Plaintiff's asserted damages.  
5

#### 6 IV.

#### 7 LEGAL DISCUSSION

8 **A. The subject promissory note was entered into by Plaintiff for the purpose of making**  
9 **a loan to Defendant VCC, and remains a question of fact whether such constitutes a**  
10 **security pursuant to NRS 90.295**

11 When a statute is susceptible to more than one interpretation, it is ambiguous.

12 Plaintiff relies heavily upon NRS 90.295 which includes "note" in its definition of a security.  
13 The word "note" is generally defined as "[a] written promise by one party ... to pay money to another  
14 party ... or to bearer." Black's Law Dictionary 1085 (7th ed.1999)  
15

16 After acknowledging Black's Law definition of "note", the Nevada Supreme Court in *State*  
17 *v. Friend*, 118 Nev. 115, 40 P.3d 435 (2002), concluded "a literal, plain meaning interpretation of  
18 the word "note" as a "security" would lead to the absurd result of applying to nearly all notes issued  
19 in Nevada, **including promissory notes** issued in connection with such things as car loans or student  
20 loans. The Court has also stated that "the unreasonableness of the result produced by one among  
21 alternative possible interpretations of a statute is reason for rejecting that interpretation."  
22

23 In an effort to resolve this ambiguity, which continues to this day, the *Friend* court looked  
24 to the four factors coined the "family resemblance test" which was first utilized in *Reves v. Ernst &*  
25 *Young*, 110 S.Ct. 945 (1990).  
26

27 ///

1                   **The family resemblance test in *Reves* consist of four factors**

2                   **Motivation**

3                   Under the first factor, motivation refers to the parties motivations in entering into the  
4 transaction.  
5

6                   The *Reves* court analyzed what motivations would prompt a reasonable seller and buyer to  
7 enter into the transaction. “If the seller's purpose is to raise money for the general use of a business  
8 enterprise or to finance substantial investments and the buyer is interested primarily in the profit the  
9 note is expected to generate, the instrument is likely to be a ‘security.’ ” On the other hand, “[i]f the  
10 note is exchanged to facilitate the purchase and sale of a minor asset or consumer good, to correct  
11 for the seller's cash-flow difficulties, or to advance some other commercial or consumer purpose ...  
12 the note is less sensibly described as a ‘security.’ ”  
13

14                   **Plan of distribution**

15                   Under the second factor, plan of distribution refers to whether the note was offered to a broad  
16 segment of the public for speculation or investment.  
17

18                   The second step examines the distribution of the note “ ‘to determine whether it is an  
19 instrument in which there is common trading for speculation or investment.’ ” Common trading  
20 occurs when the instrument is “ ‘offered and sold to a broad segment of the public.’ ”  
21

22                   Retire Happy and Josh Stoll will not pretend to know what VCC and Ronald Robinson’s plan  
23 of distribution was with regard to the VCC notes. But it can hardly be credibly stated that,  
24 “introduc[ing] the VCC concept to between 20-30 people” constitutes a “broad segment of the  
25 public.” Indeed, the court is able to take judicial notice that general sources of reliable census results  
26 reveals that in 2015 there were over 320 million people residing in the United States.  
27

1 **Expectations**

2       “The third step of the analysis considers “whether ... [the notes] are reasonably viewed by  
3 purchasers as investments.” Under this step, we must determine if the seller of the notes calls them  
4 investments and, if so, whether it is reasonable for a prospective purchaser to believe them.”  
5

6       Here, VCC does not refer to the notes as investments, rather, VCC seemingly characterizes  
7 the respective roles of the parties as Borrower and Holder. Nowhere in the subject note does one  
8 find the words “Seller,” “Buyer,” or “investment”. Further, any interest payments made pursuant  
9 to the note terms were not purportedly expected to be made from company profits generated as a  
10 result of VCC’s business dealings, but, rather calculated on the basis of a simple 9% annual interest  
11 rate upon the principle amount loaned, divided by twelve months, with a balloon payment at the end  
12 of the 18 months, regardless of whether VCC was generating any profits from the ALICE  
13 technology.  
14

15       Therefore, because the subject note does not contain the characteristics of what would  
16 commonly be regarded as those constituting a security, as defined by NRS 90.295, there would be  
17 no requirement triggering a registration requirement. Regardless, the subject transaction may have  
18 qualified for exemption from registration, pursuant to NRS 90.530(11).  
19

20 **Need for securities laws**

21       The final step of the analysis examines the adequacy of other regulatory schemes in reducing  
22 the risk to the lender.  
23

24       “The purpose of the federal securities acts was “ ‘to eliminate serious abuses in a largely  
25 unregulated securities market.’ ” Recognizing “ the virtually limitless scope of human ingenuity ...  
26 ‘by those who seek the use of the money of others on the promise of profits,’ ” Congress broadly  
27

1 defined the scope of securities laws.”

2 In *Friend* defendant was charged with two counts of obtaining money under false pretenses,  
3 and the court concluded that there is a need for securities laws in Nevada.  
4

5 “Like Congress, it appears that the Nevada Legislature recognized a similar need for such  
6 broad security regulations.” *Friend* at 441.

7 Plaintiff’s allegations of fraud in his complaint are not supported in fact or law.

8 NRS 90.570, states ‘*in connection with*’ the offer to sell, sale, offer to purchase or purchase  
9 of a security, a person shall not, directly or indirectly:  
10

- 11 1. Employ any device, scheme or artifice to defraud;
- 12 2. Make an untrue statement of a material fact or omit to state a material fact  
13 necessary in order to make the statements made not misleading in the light of the  
14 circumstances under which they are made; or
- 15 3. Engage in an act, practice or course of business which operates or would operate  
16 as a fraud or deceit upon a person.” (Emphasis added.)  
17

18 Here, defendants Retire Happy and its employee Josh Stoll, did not commit any fraudulent  
19 act or make any false representation to Plaintiff. Josh Stoll’s limited role in the ultimate transaction  
20 consummated between Plaintiff, VCC and Robinson was to simply inform Plaintiff of a lending  
21 opportunity by transmitting the contents of a power point presentation, which had been prepared by  
22 VCC. Of course, Retire Happy has been named in this action because at the time Josh Stoll  
23 transmitted the contents of the VCC prepared power point presentation, he was acting in the  
24 capacity as an employee of Retire Happy. Other than serving in a limited and discreet role as a  
25 conduit of information vis-a-vis the VCC prepared power point, neither Retire Happy nor Josh Stoll  
26  
27

1 made any false or fraudulent statements or committed any fraudulent act that could possibly be  
2 determined by a reasonable jury to be “in connection with” the ultimate decision, independently  
3 made by Plaintiff, to volitionally pursue an arm’s length transaction to lend funds in favor of VCC,  
4 as memorialized by the subject promissory note.  
5

6 Any statements or promises made by VCC and/or Ronald Robinson that allegedly turned out  
7 to be misrepresentations cannot be legally imputed to Retire Happy or Josh Stoll, who have no role  
8 with the operations of or control over VCC and/or Ronald Robinson.  
9

10 **B. The Doctrine of Privity of Contract requires that Retire Happy and Josh Stoll be**  
11 **parties to the promissory note before liability may be imposed**

12 Privity of contract is a legal doctrine that holds that a business contract, along with any other  
13 type of contract, may not confer rights or impose obligations to any person or agent except for the  
14 specific parties that have formed the contract. This means that persons who are not a party to a  
15 contract may not have their rights diminished by that contract.

16 The doctrine of privity is that at common law a contract cannot confer rights or impose  
17 obligations upon strangers to it, i.e. persons not a party to contract. The parties to a contract are those  
18 who reach agreement and whilst it may be clear in a simple case who those parties are it may not be  
19 so obvious where there are several contracts or several parties.  
20

21 Here, there is but one promissory note and three parties to the contract, Plaintiff by and  
22 through the named holder of the note, Provident Trust Group, Inc. and VCC as obligor, as well as  
23 Ronald Robinson, as guarantor. Neither Retire Happy nor Josh Stoll is a signatory to the promissory  
24 note, nor are they in any way referenced in the note, in any capacity whatsoever. No liability for the  
25 breach of the note may be legally imputed to them.  
26



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**V.**

**CONCLUSION**

Based upon the foregoing reasons, Defendants, Retire Happy LLC and Josh Stoll, request that Plaintiff Steven Hotchkiss's Motion for Summary Adjudication be denied in its entirety.

Dated this 19<sup>th</sup> day of November, 2018.

PALAZZO LAW FIRM  
A PROFESSIONAL LAW CORPORATION

/s/ T. Louis Palazzo  
T. LOUIS PALAZZO, ESQUIRE  
Nevada Bar No. 4128  
520 South Fourth Street, Second Floor  
Las Vegas, Nevada 89101  
*Attorney for Defendants,*  
*JOSH STOLL and RETIRE HAPPY, LLC .*

1 **CERTIFICATE OF SERVICE**

2 Pursuant of NRCP 5(b), I hereby certify that I am an employee of PALAZZO LAW  
3 FIRM, P.C., and that on the 19<sup>th</sup> day of November, 2018, I served a true and correct copy of the  
4 foregoing Opposition to Plaintiff's Motion For Summary Adjudication by:

5 [ ] Mail on all parties listed below, by placing a true copy thereof enclosed in a sealed  
6 envelope in a designated area for outgoing mail, addressed as set forth below.

7 [ ] Personal delivery by causing a true copy thereof to be hand delivered this date to the  
8 address(es) at the address(es) set forth below.

9 [ ] Courtesy copy by facsimile on the parties in said action by causing a true copy thereof  
10 to be telecopied to the number indicated after the address(es) noted below.

11 [ X] Electronically through the Eighth Judicial District Court electronic filing system.

12 David Liebrader, Esq.  
13 The Law Office of David Liebrader , APC  
14 601 S. Rancho Dr., Ste. D-29  
15 Las Vegas, Nevada 89106

16 Rodriquez, Vernon  
17 319 E Warm Springs RD  
18 STE #100  
19 Las Vegas NV 89119

20 Harold Gewerter, Esq.  
21 Gewerter Law Office  
22 1212 Casino Center Blvd.  
23 Las Vegas, Nevada 89104

24 /s/ Miriam V. Roberts  
25 An employee of PALAZZO LAW FIRM  
26  
27  
28

EXHIBIT “A”

EXHIBIT “A”

EXHIBIT “A”

## PROMISSORY NOTE

**Principal:** \$ 75,000.00  
**Interest Rate:** 9% annual, interest-only payable monthly  
**Loan Term:** 18 months from execution date with an option to extend for 6 months.

September 23, 2013  
Las Vegas, NV

**Borrower (Maker):** VIRTUAL COMMUNICATIONS CORPORATION, a Nevada corporation and is the sole-owner of its subsidiary WlnTech, LLC, a Nevada limited liability company

**Borrower's Address:** 311 E. Warm Springs Rd Suite 100  
Las Vegas, NV 89119

**Holder:** PROVIDENT TRUST GROUP, LLC, FBO Steven A. Hotchkiss, Solo-K #130800142

**Holder's Address:** 8880 W. Sunset Road  
Las Vegas, NV 89148

**PROMISE TO PAY.** The above-named Borrower promises to pay to the above-named Holder in lawful money of the United States of America, the principal amount shown above, at the interest rate shown above, until paid in full.

**INTEREST CALCULATION METHODOLOGY.** Interest shall be computed on a simple basis, starting on the Effective Date, and is furthermore to be computed by applying the Annual Interest Rate against the unpaid principal amount on the following basis (*check one*):

- ☐ Annual basis; that is, by applying the Annual Interest Rate every calendar year
- ☒ Monthly basis; that is, by applying the Annual Interest Rate, divided by twelve, every month
- ☐ Daily basis; that is, by applying the Annual Interest Rate, divided by 365, every day

With respect to prepayment, interest for partial years or months shall be computed on a pro-rated basis.

**PAYMENT.** Borrowers will pay this loan as follows:

1. *Periodicity (check one):*

- ☒ Balloon payment of principal, to be paid at end, with monthly interest-only payments
- ☐ Balloon payment of principal and all accrued interest, to be paid entirely upon final payment
- ☐ Regular payments of fully amortized principal plus interest


2. *Payments:*

Borrower shall make 18 equal payments to Holder, each in the amount of \$562.50 the first payment is due on November, 2013, and on the 1st day of each calendar month thereafter, with the option of 6 additional payments.

3. *Application Order:*

Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; then to any deferred interest; and then to principal.

4. *Payment Address:*  
Lender:   
Borrower: 

Guarantor: 

Borrower will pay Holder at any such place as Holder may designate.

**PAYMENT METHOD.** Borrower shall pay this Note on a monthly basis. Borrower shall make payments directly to Holder at Holder's address.

**PREPAYMENT.** At any time, Borrower may prepay a portion or the entirety of the principal and interest due under this Note, without penalty or fee. Prepayments will be first applied against accrued interest, then principal. Full prepayment will include payment of all principal plus all interest then due (including partial-month accrued interest) as of the payoff date. Partial prepayments will not, unless agreed to by Holder in writing, relieve Borrower of its obligation to continue to make regular payments under the foregoing payment schedule.

**LATE FEE.** A 5-day grace period exists. If a scheduled payment is not paid by the Borrower within the grace period, then that payment is deemed delinquent and a 5% non-compounding late fee on the delinquent payment is assessed.

**SECURITY INTEREST.** This note is secured.

**GUARANTEE.** This Note is guaranteed by: R. J. ROBINSON, as indicated below.

**DEFAULT EVENT / ACCELERATION.** If any scheduled payment remains delinquent and unpaid for 15 days or more, then upon failure of Borrower to cure after the expiration of a 10-day written notice from Holder to Borrower of a delinquency, then said failure to cure constitutes a default event of this note (a "Default Event"). The Holder cannot make itself unavailable, or otherwise refuse to take a payment, in order to cause a Default Event to occur; a Default Event must be non-performance on the Note on the part of the Borrower. If a Default Event does occur, then this Note is accelerated, the entire remaining amount under the Note becomes immediately due. Holder's failure to exercise any of its remedies in this section, or any other remedy provided by law, upon the occurrence of a Default Event, does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Default Event.

#### GENERAL PROVISIONS.

- **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the state of Nevada.
- **Notices.** All notices must be in writing. A notice may be delivered to a party at the following address contained in the preamble to this Note, or to a new address that a party subsequently designates in writing.
- **Assignment and Succession.** Borrower may not assign its rights or delegate their obligations under this Note in whole or in part without the prior written consent of Holder. This Note is binding on and enforceable by each party's successors and assignees.
- **Severability.** If any court determines that any provision of this Note is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable.
- **Headings.** The section and other headings contained in this Note are for reference purposes only and shall not affect the meaning or interpretations of this Note.
- **Attorney's Fees.** In the event that litigation results from or arises out of this Note or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees and costs, in addition to any other relief to which the prevailing party may be entitled.
- **Modification.** This Note may be modified only by a writing signed by both Borrower and Holder.

Lender

Borrower

Page 2

Guarantor

RHJS000004

APP000257

[Signatures on Next Page]

**BORROWER:**

**VIRTUAL COMMUNICATIONS CORPORATION**

By: \_\_\_\_\_

R. J. Robinson, Chairman and CEO

**APPROVED**

By: \_\_\_\_\_

Print Name:  
Its:

Provident Trust Group, FBO, Steven A. Hotchkiss, Solo-K # 130800142  
Consultant

**PERSONAL GUARANTEE:**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce Holder to make this loan, the undersigned guarantor absolutely and unconditionally agrees to all terms of, and guarantees to Holder the payment and performance of, the entire debt evidenced by this Note, including, without limitation, all principal, accrued interest, attorneys' fees and collection costs that may become due in collecting and enforcing the debt, including collection and enforcement of this guarantee.

A guarantor's liability is not subject to any condition not expressly set forth in this guaranty or any instrument executed in connection with the debt.

This guarantee will be in default if, after 10 days' notice to perform on the guarantee is sent by Holder, guarantor fails to pay any amounts then due under this Note.

**GUARANTOR:**

\_\_\_\_\_  
R. J. Robinson, as an individual

Lender

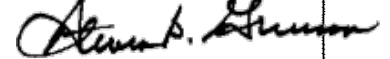
Borrower

Page 3

Guarantor

RHJS000005

APP000258



1 DAVID LIEBRADER, ESQ.  
2 STATE BAR NO. 5048  
3 THE LAW OFFICES OF DAVID LIEBRADER, APC  
4 601 S. RANCHO DR. STE. D-29  
5 LAS VEGAS, NV 89106  
6 PH: (702) 380-3131  
7 Attorney for Plaintiff

8  
9 DISTRICT COURT  
10 CLARK COUNTY, NEVADA

11 IN THE MATTER BETWEEN ) Case No. A-17-762264-C  
12 Steven A. Hotchkiss, )  
13 ) Dept.: 8  
14 PLAINTIFF, )  
15 ) REPLY TO OPPOSITIONS TO  
16 ) MOTION FOR SUMMARY  
17 v. ) ADJUDICATION OF ISSUES  
18 )  
19 Ronald J. Robinson, Vernon Rodriguez, Virtual )  
20 Communications Corporation, Wintech, LLC, )  
21 Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa )  
22 Davis and DOES 1-10 and ROES 1-10, inclusively )  
23 )  
24 DEFENDANTS )  
25 )  
26 )

27  
28 **REPLY TO OPPOSITIONS**

29 Defendants' Oppositions contain irrelevant arguments designed to obscure the  
30 two straight forward issues raised in the motion for summary adjudication. It is  
31 uncontroverted that VCC referred to the Notes at issue as securities, a fact confirmed  
32 by Ronald Robinson during testimony in the Waldo v. VCC case.<sup>1</sup>

33 Defendant Robinson's opposition is little more than a "cut and paste job" from  
34 his prior unsuccessful opposition to these same issues in the Waldo case. For  
35 example, on pages 6 and 7 Defendant argues against a finding that Retire Happy was

36  
<sup>1</sup> Since the filing of the MSA, Judge Williams issued a minute order from the Waldo bench trial. He found for Plaintiff and against Defendant, and ordered a hearing on punitive damages for Jan. 8, 2019. See Exhibit "A" .

1 an unlicensed broker dealer, that Ronald Robinson was a control person, and that  
2 Plaintiff failed to name an indispensable party. None of those issues are before the  
3 court. (All of those issues were raised in the Waldo case, and all were decided in  
4 Plaintiff's favor by Judge Williams).

5 Here, the only issues are:

- 6 1) Whether the VCC Notes are securities and, if they are,
- 7 2) Whether they were unregistered, nonexempt securities sold in violation of  
8 NRS 90.460.

9 In addition to the recent minute order and the findings of fact from Waldo, the  
10 court can look to how VCC referred to the investments. Exhibit "D" to David  
11 Liebrader's original supporting Declaration contains a power point presentation that  
12 Defendant Stoll testified that he received from VCC, and used in discussing the  
13 investment with Plaintiff. The document is replete with references to the investments  
14 as securities, including on page 4, which references the securities laws, and on page 9,  
15 where VCC refers to the Notes as securities.

16 During the Waldo trial Mr. Robinson did not refute the finding that the Notes  
17 were securities, and acknowledged that no request for exemption was filed with the  
18 Nevada Secretary of State. See Supplemental Declaration of David Liebrader,  
19 Exhibits "A" and "B".

20 **A. Defendant Robinson's Opposition**

21 Mr. Robinson raises two issues in an attempt to show that the VCC Notes fail the  
22 test the U.S. Supreme Court set out in Reves v. Ernst & Young, 494 U.S. 56, 57, 110  
23 S.Ct. 945, 108 L.Ed.2d 47 (1990) , and its Nevada progeny State v. Friend, 40 P.3d  
24



1 436, 118 Nev. 115.

2 Robinson claims:

- 3 1. That the Notes were offered “to assist in VCC’s cash flow difficulties and to  
4 permit the advancement of a commercial purpose” Response at page 3 and  
5 page 6; and,  
6 2. That the Notes were not offered to a broad section of the public, but to a select  
7 few. Response at Pages 3 and 6.

8 The first argument directly contracts VCC’s stated purpose for conducting the  
9 offering. In the power point presentation VCC states:

10 **GROWTH STRATEGY**

11 **We are seeking \$1 million in capital to implement our growth strategy and  
12 maximize market opportunities.**

13 See Page 13 of Exhibit “D” to David Liebrader supporting Declaration.

14 This is a far cry from the limited exemptions provided in the first step of the  
15 Reeves/Friend test, which excludes certain types of commercial financing among  
16 large commercial banks:

17 “The test begins with a presumption that all Notes are securities except  
18 for those Notes which traditionally have been used in consumer  
19 financing, or among sophisticated investors such as large commercial  
20 banks. These exceptions include mortgage notes, interbank loans or  
21 accounts receivables.”

22 See, Friend 40 P. 3d at 440

23 None of these exemptions have any applicability to the private, interstate note  
24  
25  
26

1 offering VCC sold to unsophisticated investors, such as the retired Plaintiff.

2 The exempted categories cited by the Reves Court were the following types of  
3 notes:

4 “ . . . the note delivered in consumer financing, the  
5 note secured by a mortgage on a home, the short-  
6 term note secured by a lien on a small business or  
7 some of its assets, the note evidencing a  
8 ‘character’ loan to a bank customer, short-term  
9 notes secured by an assignment of accounts  
10 receivable, or a note which simply  
11 formalizes an open-account debt incurred in the  
12 ordinary course of business (particularly if, as in  
13 the case of the customer of a broker, it is  
14 collateralized) . . . [as well as] notes evidencing  
15 loans by commercial banks for current operations.

16  
17 See Reves v. Ernst & Young, 494 U.S. 56 at 68.(1990). (Emphasis added).

18 The VCC Notes do not fit into any of these categories, nor have Defendants  
19 offered any evidence as to how or why they might.

20 Mr. Robinson’s second argument is that the offering was not “offered to a  
21 broad section of the public.” This is an attempt to overcome the second prong of the  
22 Reves/Friend test which provides:

23 “The second prong involves a determination of whether “there is  
24  
25  
26

1 common trading for speculation or investment." Reves at 66... If notes  
2 are sold to a broad segment of the public, then "common trading" is  
3 established. Reves at 68... Where the notes are sold to individuals rather  
4 than "sophisticated institutions," common trading has been found.  
5 Stoiber v. SEC, 161 F.3d 745, 751. Here, the notes were sold to five  
6 individuals, who have a legitimate need for protection by securities  
7 laws. Accordingly, the plan of distribution factor is met here."

8 S.E.C. v. Global Telecom Services, L.L.C., 325 F.Supp.2d 94 (D. Conn., 2004)

9 Defendant Robinson testified under oath at his deposition in the Waldo case  
10 that the Notes were offered to between 50 and 100 individuals. See Liebrader  
11 Declaration, Exhibit "C". Furthermore, VCC's bankruptcy filing lists 109 VCC  
12 promissory note investors from numerous states around the country. See Liebrader  
13 Declaration, Exhibit "D".

14 As SEC v. Global Telecom explains, the common trading/broad segment  
15 element of the Reves test can be met with as few as 5 investors. Further support can  
16 be found from other jurisdictions "A debt instrument may be distributed to but one  
17 investor, yet be a `security'"; Leemon v. Burns, 175 F.Supp.2d 551, 559 n. 14  
18 (S.D.N.Y.2001); Stoiber v. SEC, 161 F.3d 745, 752 (D.C.Cir.1998) Moreover, the  
19 "broad sale to the public" factor "must be weighed against the purchasing individual's  
20 need for the protection of the securities laws." McNabb v. SEC, 298 F.3d 1126, 1132  
21 (9th Cir.2002).

22 It is abundantly clear that by selling the Notes across the country to largely  
23 unsophisticated retirees that the "broad section of the public" element of the test is  
24

1 met.

2 **B. Defendants Retire Happy and Josh Stoll's Opposition**

3 Retire Happy and Mr. Stoll likewise advance arguments on issues that are not  
4 before the court. For example they argue they are not in privity with Plaintiff since  
5 they are non-signatories to the VCC Note (pages 4 and 10); that they were simply  
6 "information conduits" and not sales persons (page 5); that Plaintiff failed to conduct  
7 his own due diligence (page 5) that they were not parties to the Waldo case when the  
8 adverse rulings were issued (page 5), and that defendants did not make  
9 misrepresentations under NRS 90.570 (page 9). None of these issues are before the  
10 court, and none have any bearing on whether the VCC Note was an unregistered  
11 security.

12 The only issue they raise which has any relevance to the court's analysis is  
13 whether there is an exemption from registration available under NRS 90.530(11)  
14 (Opposition at pages 2 and 4). A reading of this statute makes clear that this  
15 exemption is not available:

16 **NRS 90.530 Exempt transactions.**

17 The following transactions are exempt from NRS 90.460 and  
18 90.560:

19 11. Except as otherwise provided in this subsection, a sale or an offer  
20 to sell securities of an issuer if:

21 (a) The transaction is part of an issue in which there are not more  
22 than 35 purchasers in this State, other than those designated in  
23 subsection 10, during any 12 consecutive months;

24 (b) **No general solicitation or general advertising is used in  
25 connection with the offer to sell or sale of the securities;**  
26

**(c) No commission or other similar compensation is paid or given, directly or indirectly, to a person, other than a broker-dealer licensed or not required to be licensed under this chapter, for soliciting a prospective purchaser in this State; and**

(d) One of the following conditions is satisfied:

(1) The seller reasonably believes that all the purchasers in this State, other than those designated in subsection 10, are purchasing for investment; or

(2) Immediately before and immediately after the transaction, the issuer reasonably believes that the securities of the issuer are held by 50 or fewer beneficial owners, other than those designated in subsection 10, and the transaction is part of an aggregate offering that does not exceed \$500,000 during any 12 consecutive months.

**NRS 90.530 (Emphasis added).**

Both Julie Minuskin and Josh Stoll admitted in their depositions that they received transaction based compensation for their role in offering and selling<sup>2</sup> the VCC Securities to Plaintiff. Retire Happy even entered into a contract with VCC calling for a 10% commission to be paid for successful sales. See Liebrader's supplemental Declaration, Exhibit "E". Given these facts, the exemption provided under NRS 90.530(11) is clearly unavailable.

Defendants have not raised the issue of any applicable exemption at any time in this proceeding, nor should they be allowed to do so at this late date. Under NRS 90.690(1), Defendants have the burden of proof when claiming an exemption, and must prove each and every element. If proof is not offered as to any one element, the entire exemption is lost. *See e.g., Sheets v. Dziabis*, 738 F. Supp. 307 (N.D. Ind.

<sup>2</sup> Retire Happy argues it was only an “information conduit” and not a statutory seller of securities. This argument is demonstrably false, and will be addressed at a later date.

1 1990). Further, Defendants cannot rely on a good faith belief that the VCC Note  
2 interests were not securities, or that they didn't need to be registered. *See e.g., Kahn*  
3 *v. State*, 493 N.E.2d 790 (Ind. App. 1986). Nor may VCC rely upon opinions of  
4 counsel on these issues. *See e.g., Smith v. Manausa*, 385 F.Supp. 443 (E.D.Ky. 1974);  
5 *People v. Clem*, 39 Cal. App.3d 539, 114 Cal. Rptr. 359 (1974).

6 In addition to failing to provide any evidence in support of their claim for an  
7 applicable exemption, Defendants have failed to put forth any evidence in opposition  
8 to the overwhelming evidence that the VCC Note offering was an unregistered  
9 securities offering, sold in violation of Nevada law.

10 When a motion for summary judgment is made and supported as provided in  
11 NRCP 56, an adverse party may not rest upon the mere allegations of his pleadings,  
12 but his responses, by Declarations or otherwise provided in NRCP 56 must set forth  
13 facts showing that there is a genuine issue for trial. *See, Tobler and Oliver*  
14 *Construction Co. v. Board of Trustees*, 84 Nev. 438,441; 442 P.2d 904, 906 (1968)  
15 (quoting *Dzack v. Marshall*, 80 Nev. 345; 393 P. 2d 610 (1964)).

16 The party opposing a motion for summary judgment must show he can  
17 produce evidence at trial to support his claim, as he may not build a case on the  
18 "gossamer threads of whimsy, speculation and conjecture." *Barmettler v. Reno Air,*  
19 *Inc.*, 114 Nev. 441; 956 P.2d1382 (1998); *Van Cleave v. Keitz-Mill Minit Mart*, 97 Nev.  
20 414; 633 P.2d 1220 (1981).

## 21 ARGUMENT

22 The VCC Note sold to Plaintiff is a security, easily meeting the requirements  
23 set out in *State v. Friend* and *Reeves v. Ernst & Young (cites infra)*.

1 As securities VCC was obligated to register them prior to sale, or to file with  
2 the Secretary of State a notice claiming an exemption. They failed to do so.

3 VCC prepared a PowerPoint presentation that acknowledged the fact that they  
4 were selling securities, and that presentation was used to solicit Plaintiff. Further,  
5 Ron Robinson testified that the securities were not registered. In light of the  
6 evidence, there is no material fact for the jury to decide.

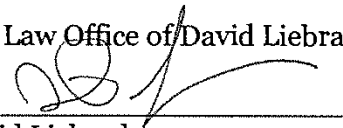
7 The court can find support for a favorable ruling from two rulings issued by  
8 Dept. 16 on identical issues of law, one pretrial, and one after a trial on the merits  
9 where Judge Williams found that VCC sold unregistered securities in the form of the  
10 same promissory note purchased by Plaintiff.

11 Wherefore Plaintiff requests that the court grant this motion for summary  
12 adjudication on these two issues.

13 Dated: November 27, 2018

Respectfully submitted,

14 The Law Office of David Liebrader, Inc.

15 By:   
David Liebrader  
Attorney for Plaintiff

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CERTIFICATE OF MAILING


I hereby certify that on the 27th day of November, 2018, I mailed a copy of the foregoing

REPLY TO OPPOSITION TO MOTION FOR SUMMARY ADJUDICATION;  
SUPPLEMENTAL SUPPORTING DECLARATION

to the following

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

Louis Palazzo, Esq.  
Palazzo Law Firm  
520 S 4th St #200  
Las Vegas, NV 89101

  
An Employee of The Law Office of David Liebrader



## **EXHIBIT “A”**

A-15-725246-C

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Commercial Instrument**

**COURT MINUTES**

**November 16, 2018**

---

A-15-725246-C      Reva Waldo, Plaintiff(s)  
vs.  
Ronald Robinson, Defendant(s)

---

November 16, 2018    12:51 AM      Minute Order: Decision on Bench Trial and Post-Trial Briefing

HEARD BY: Williams, Timothy C.      COURTROOM: Chambers

COURT CLERK: Christopher Darling

**JOURNAL ENTRIES**

After a review and consideration of the points and authorities on file herein, the argument of counsel and the testimony elicited at trial, the Court determined that the Plaintiff, Reva Waldo, established by a preponderance of the evidence, the following:

1. Plaintiff, Reva Waldo, loaned \$111,000 to Virtual Communications Corporation ("VCC") on April 17, 2014. VCC agreed to make monthly 9% interest payments on the promissory note (the "Note"), and to return Plaintiff's principal by October 17, 2015. VCC stopped making payments in February, 2015. On September 7, 2015, Plaintiff notified VCC that they were in default under the Note terms for failing to pay interest.
2. VCC was in default under the terms and conditions of the Note.
3. The Note bears the signature of Defendant, Ronald Robinson, as guarantor. Mr.

PRINT DATE: 11/16/2018

Page 1 of 3

Minutes Date: November 16, 2018

Robinson claims that his signature was used without his permission, and that he did not intend to guarantee repayment. Defendant Robinson's position was unpersuasive. No less than six separate documents evidence Mr. Robinson's intent to guarantee the Note. Also, the combined testimony of witnesses Alisa Davis, Julie Minuskin and Frank Yoder are contrary to Defendant Robinson's assertion that his signature was used without his permission.

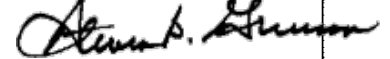
4. The evidence at trial established that Plaintiff, Reva Waldo, met her burden of proof and established that Robinson knew of and intended to guarantee the Note.
5. The evidence established that Defendant Robinson was the control person and knew his personal guarantee was used specifically for the purpose of solicited investors.
6. Defendant Robinson, based on securities violations of NRS 90.460 and 90.660, is liable as a control person.
7. Defendant Robinson's conduct was in violation of deceptive trade practices pursuant to NRS 598.092.
8. Based on clear and convincing evidence, punitive damages shall be assessed based on Plaintiff Reva Waldo's age under NRS 598.0977.
9. Compensatory damages in the amount of the principle invested in the sum of \$111,000.00, interest at 9% per year, and penalties under the Note shall be awarded to Plaintiff Reva Waldo from the time of Default.
10. Upon Motion by the Plaintiff, Reva Waldo, the Court shall set a hearing to consider and assess the award of punitive damages.

Counsel for Plaintiff shall prepare a detailed Order, Findings of Facts, and Conclusions of Law,

**A-15-725246-C**

based not only on the foregoing Minute Order, but also on the entire record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature.

CLERK S NOTE: This Minute Order was electronically served to the parties through Odyssey eFile.



1 DAVID LIEBRADER, ESQ.  
2 STATE BAR NO. 5048  
3 THE LAW OFFICES OF DAVID LIEBRADER, APC  
4 601 S. RANCHO DR. STE. D-29  
5 LAS VEGAS, NV 89106  
6 PH: (702) 380-3131  
7 Attorney for Plaintiff

8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

10 IN THE MATTER BETWEEN ) Case No. A-17-762264-C  
11 Steven A. Hotchkiss, )  
12 ) Dept.: 8  
13 PLAINTIFF, ) SUPPEMENTAL  
14 v. ) DECLARATION OF DAVID  
15 ) LIEBRADER  
16 )  
17 Ronald J. Robinson, Vernon Rodriguez, Virtual )  
18 Communications Corporation, Wintech, LLC, )  
19 Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa )  
20 Davis and DOES 1-10 and ROES 1-10, inclusively )  
21 )  
22 DEFENDANTS )  
23 )  
24 )  
25 )  
26 )

**SUPPLEMENTAL DECLARATION OF DAVID LIEBRADER**

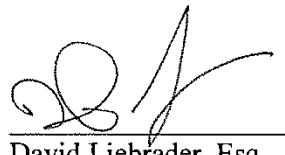
David Liebrader, being duly sworn states as follows:

1. I am the attorney for Plaintiff in this matter. If called upon to testify I would do so truthfully as to the matters stated in this Declaration. I make this Declaration based upon facts within my own knowledge, save and except for those matters based upon information and belief and upon those matters I believe them to be true.
2. That attached as Exhibit "A" to the reply brief is a true and correct copy of the minute order issued by Judge Williams after the bench trial in the Waldo case.
3. That attached as Exhibit "A" to this Declaration is a true and correct portion of Ronald Robinson's trial testimony given in the bench trial before Judge Williams in the Waldo case.

- 1 4. That attached as Exhibit "B" to this Declaration is a true and correct portion of Ronald  
2 Robinson's trial testimony given in the bench trial before Judge Williams in the Waldo  
3 case.  
4 5. That attached as Exhibit "C" to this Declaration is a true and correct portion of Ronald  
5 Robinson's deposition testimony from the Waldo case.  
6 6. That attached as Exhibit "D" to this Declaration is a true and correct copy of the list of  
7 VCC promissory note investors from around the country that VCC disclosed to the court  
8 in their bankruptcy filing.  
9 7. That attached as Exhibit "E" to this Declaration is a true and correct copy of the "Finder's  
10 Fee" agreement between VCC and Retire Happy for the sale of the VCC Promissory Notes  
11 purchased by Plaintiff.  
12

13 FURTHER DECLARANT SAYETH NAUGHT

14 I declare under penalty of perjury under the laws of the state of Nevada the above is true and  
15 correct.

16 

17 David Liebrader, Esq.

18 **Dated: November 27, 2018**  
19  
20  
21  
22  
23  
24  
25  
26

## **EXHIBIT “A”**

1 JUNE 27, 2018 WALDO V. ROBINSON  
2 CASE NO. A-15-725246-C  
3 DOCKET U  
4 DEPT. XVI  
5  
6

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 \* \* \* \* \*

10 REVA WALDO, )  
11 Plaintiff, )  
12 vs. )  
13 RONALD ROBINSON, )  
14 Defendant. )  
15

16 REPORTER'S TRANSCRIPT  
17 OF  
18 HEARING

19 (TESTIMONY OF RONALD ROBINSON ONLY)

20 BEFORE THE HONORABLE JUDGE TIMOTHY C. WILLIAMS  
21 DISTRICT COURT JUDGE  
22

23 DATED WEDNESDAY, JUNE 27, 2018  
24

25 REPORTED BY: PEGGY ISOM, RMR, NV CCR #541,

Peggy Isom, CCR 541, RMR  
(702) 671-4402 - CROERT48@GMAIL.COM  
Pursuant to NRS 239.053, illegal to copy without payment.



1 APPEARANCES:

2 FOR THE PLAINTIFF:

3 LIEBRADER LAW OFFICE

4 BY: DAVID LIEBRADER, ESQ.

5 601 SOUTH RANCHO

6 SUITE D-29

7 LAS VEGAS, NV 89106

8 (702) 380-3131

9 DLIEBRADER@GMAIL.COM

10

11

12 FOR THE DEFENDANT:

13

14 LAW OFFICES OF HAROLD P. GEWERTER, ESQ., LTD.

15 BY: HAROLD GEWERTER, ESQ.

16 BY: YVETTE FREEDMAN, ESQ.

17 1212 SOUTH CASINO CENTER BLVD

18 LAS VEGAS, NV 89104

19 (702) 382-1714

20 HAROLD@GEWERTERLAW.COM

21

22

23

24

25

Peggy Isom, CCR 541, RMR  
(702) 671-4402 - CROERT48@GMAIL.COM  
Pursuant to NRS 239.053, illegal to copy without payment.

11:11:57 1 in February of 2015?

2 A. It was before.

3 Q. Before.

4 Paragraph 12:


11:12:07 5 "After Retire Happy raised funds for VCC,  
6 VCC found out that Julie Minuskin was a  
7 convicted felon."

8 When did you find that out?

9 A. Well, I don't recall.

11:12:17 10 Q. Was it before or after VCC went into default?

11 A. I apologize for being vague, but I just don't  
12 remember.

13 Q. In your -- in the white binder, Mr. Robinson,  
14 can you turn to Tab 19, please.

11:13:17 15 Is it true that there was no application for  
16 the registration of the promissory note securities that  
17 were filed with the Nevada Secretary of State?

18 A. Yes.

19 Q. And was -- is it true that there was no  
11:13:29 20 exemption that was filed with the Nevada Secretary of  
21 State concerning the promissory note offering?

22 A. To the best of my knowledge, that's true.

23 Q. Okay. Is there a reason why you didn't file  
24 to register these securities or ask for an exemption  
11:13:42 25 from registration?

11:13:44 1 A. I don't think it was my prerogative at the  
2 time.  
3 Q. Well, who would have been at VCC responsible  
4 for doing that?  
11:13:50 5 A. It was not VCC's responsibility. It was not.  
6 Q. Whose --  
7 A. VCC's responsibility.  
8 Q. Whose responsibility --  
9 A. It was either Provident Trust or Retire Happy.  
11:14:00 10 They were the procuring cause.  
11 Q. And did you do anything to -- so you're saying  
12 it's the obligation of the unregistered broker/dealer  
13 or the self-directed IRA custodian to file a  
14 registration statement with the Nevada Secretary of  
11:14:16 15 State?  
16 A. Yes.  
17 Q. Do you have any support for that?  
18 A. My understanding.  
19 Q. Okay. Did you did anything -- did you ask  
11:14:24 20 them if they had done anything like that, file any  
21 registration statement?  
22 A. No.  
23 Q. Did you ask them if they had filed a request  
24 for exemption from registration?  
11:14:35 25 A. No.

Peggy Isom, CCR 541, RMR  
(702) 671-4402 - CROERT48@GMAIL.COM  
Pursuant to NRS 239.053, illegal to copy without payment.

## **EXHIBIT “B”**

01:51:04 1 And you answered: .  
2 "No. As a matter of fact I've never seen  
3 it."  
4 And I followed up:  
01:51:08 5 "You've never seen the PowerPoint  
6 presentation?"  
7 "No, I haven't."  
8 So that wasn't true, was it? -- You were aware  
9 that Mr. Yoder was preparing a PowerPoint presentation.  
01:51:24 10 In fact, he sent you a slide for you to review; true?  
11 A. As I recall, yes.  
12 Q. So your testimony at the deposition was  
13 incorrect?  
14 A. At that point in time it was correct, but I  
01:51:38 15 hadn't recalled.  
16 Q. So you're just -- you're saying that you just  
17 didn't remember seeing it?  
18 A. Correct.  
19 Q. Okay. But, in fact, you had seen the  
01:51:49 20 PowerPoint presentation. If you turn to Tab 10,  
21 page 249.  
22 Do you have that, sir?  
23 A. I do, sir.  
24 Q. And this was -- Mr. Yoder testified that this  
01:52:25 25 was sent to you pursuant to your request. And he's

01:52:30 1 asking, Ron, is this okay? And there's kind a snapshot  
2 of this PowerPoint presentation. This is -- that was  
3 your email address; correct?

4 A. Yes.

01:52:39 5 Q. And it was December 17 of 2012, right around  
6 the time that the offering was starting; is that right?

7 A. Yes.

8 Q. And it's interesting, on this document there's  
9 a picture of the potential PowerPoint slide. And it  
01:52:54 10 talks about terms of securities, securities 9 percent  
11 notes.

12 And then under termination date, it says:

13 "June 15, 2013, unless extended by the  
14 company's board of directors, offering is  
01:53:07 15 conducted pursuant to Rule 506 of Regulation D  
16 under the Securities Act of 1933 as amended."

17 What is the Rule 506 of Regulation D of the  
18 Securities Act?

19 A. It's an exemption.

01:53:19 20 Q. And was this transaction exempted?

21 A. Well, in the beginning we thought it was,  
22 because the fact that -- here again, we thought that  
23 Provident Trust was the funding party as it were.

24 Q. Um-hum.

01:53:37 25 A. And as I mentioned earlier, being a trust,

01:53:41 1 they were exempt from the laws. But irrespective of  
2 that, a 506 Reg D is exempt from Securities Act of '33,  
3 '34.

4 Q. And there's certain requirements to meet  
01:53:55 5 that -- to get that exemption; right?

6 A. Absolutely.

7 Q. You have to file like an offering statement or  
8 a Reg D offering report with the SEC and then follow up  
9 with a Secretary of State of Nevada here; correct?

01:54:05 10 A. No. You don't have to file with the SEC, but  
11 you have to file with the state.

12 Q. You sure there's no Form D that gets filed  
13 with the SEC back then?

14 A. You -- you can or you cannot send it to them  
01:54:17 15 as evidence, but they can't comment on it or prove it  
16 or disprove it.

17 Q. Okay. Yes. It's just a notice filing;  
18 correct?

19 A. Yes, just a notice.

01:54:24 20 Q. So at the time you were generally aware that  
21 this -- there was a procedure to do this; correct?

22 A. I was aware of it then, yes.

23 Q. Okay. Just one second please. Bear with me.  
24 I think I'm almost done.

01:55:02 25 MR. LIEBRADER: Nothing else, your Honor.

## **EXHIBIT “C”**





800-843-7348 - **SOUSA.COM** - 877-843-8443

## **Waldo vs. Robinson**

### **Transcript Testimony of Ronald J. Robinson**

**Date: 01/09/2017**

**Job #: 603593**

Court Reporting – Videoconferencing – Trial Presentation – Nationwide Networking

**Hermosa Beach - Irvine - Riverside - San Diego - Las Vegas**

## 1 EIGHTH JUDICIAL DISTRICT COURT

2 CLARK COUNTY, NEVADA

3  
4 REVA WALDO;

5 Plaintiff,

6 vs.

7 RONALD J. ROBINSON, VIRTUAL )  
COMMUNICATIONS CORPORATION, RETIRE )  
8 HAPPY, LLC, JULIE MINUSKIN, and )  
DOES 1-10 AND ROES 1-10, )  
9 inclusively; )10 Defendants. )  
11Case No.: A-15-725246-C  
Dept. No.: 1612  
13  
14 DEPOSITION OF RONALD J. ROBINSON15  
16 Taken at the Law Offices of  
Atkinson Law Associates  
17 8965 South Eastern Avenue  
Suite 260  
18 Las Vegas, Nevada 8912319  
20 On Monday, January 9, 2017  
At 3:20 p.m.21  
22  
23  
24  
25 Reported by: Sarah M. Winn-Boddie, CCR No. 868

1 repay the Waldos -- or Ms. Waldo?

2 A. It's our intention to pay all of our debts.

3 Q. Including the promissory note investors?

4 A. You bet.

5 MR. LIEBRADER: Okay. I have nothing else.

6 MR. PALAZZO: I just have a few questions.

7 EXAMINATION

8 BY MR. PALAZZO:

9 Q. You've invoked my client several times, Julie  
10 Minuskin and Retire Happy, LLC. I just want to get some  
11 clarification on a few points.

12 A. Are you saying the word "invoked"?

13 Q. Yes. You've invoked her name.

14 A. Oh. Yes.

15 Q. You've made reference to her --

16 A. Right.

17 Q. -- you've made reference to the company Retire  
18 Happy --

19 A. Right.

20 Q. -- so I want to get some clarification on some  
21 points related to those references.

22 Was it your intention -- and clarify this for me, if  
23 you will. Was it only a million dollars that was raised in  
24 connection with these prom notes?

25 A. No.

1 Q. How much was it?

2 A. I don't recall the exact amount.

3 Q. Well, give me a rough estimate. Give me a range,  
4 even. I'll take --

5 A. Well, I think you would know better than I --

6 Q. I don't know. That's why I'm asking.

7 A. Well, I don't know either.

8 Q. Well, give me a rough range. What do you believe  
9 was raised in connection with these prom notes?

10 A. I think it was probably 3 or 4 million.

11 Q. 3 or 4 million?

12 A. Yeah.

13 Q. Okay. And what do you think the total number of  
14 investors that comprised that 3 or 4 million constituted?

15 A. Best of my knowledge, quite a number.

16 Q. Again, a range is fine with me. I don't know the  
17 answer, that's why I'm asking.

18 A. Well, we -- we don't have a current list, so we  
19 don't know. We don't have addresses. We don't have -- we  
20 don't have a current list of anybody. All we have is what  
21 Provident Trust has given us, and I'm -- I've been trying to  
22 have a meeting with Provident Trust to get to the bottom of  
23 just exactly the addresses and the names and the individuals  
24 totally, and I haven't been able to do it. They won't answer  
25 my e-mails and they won't take my phone calls.

1 Q. What do you believe the range being, the number of  
2 investors that issued prom notes in favor of --

3 A. It's probably more --

4 Q. -- VCC and --

5 A. -- probably more than 50.

6 Q. You think it's more than 50 but less than 100?

7 A. Oh, yeah.

8 Q. Okay. So 50 to 75, would that be a fair estimate?

9 A. I have no way of knowing. Your guess is as good as  
10 mine.

11 Q. But more than 50, less than 100?

12 A. Yeah.

13 Q. Okay. Where -- where is Alisa Davis now?

14 A. Where is she now?

15 Q. Yes. Where do you believe she resides now that  
16 she's not -- no longer residing at 1826 Baja Lane?

17 A. I don't know.

18 Q. When is the last time you communicated with her?

19 A. I saw her on Saturday.

20 Q. And you don't know where she lives?

21 A. No. No.

22 Q. Do you know why she left 1826 Baja Lane?

23 A. I don't know.

24 Q. Was she paying you rent?

25 A. No.

## **EXHIBIT “D”**

Fill in this information to identify the case:

Debtor name VIRTUAL COMMUNICATIONS CORPORATIONUnited States Bankruptcy Court for the: DISTRICT OF NEVADA

Case number (if known) \_\_\_\_\_

☐ Check if this is an amended filing

## Official Form 206E/F

## Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B) and on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

**Part 1: List All Creditors with PRIORITY Unsecured Claims**

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

☒ No. Go to Part 2.☐ Yes. Go to line 2.**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

Amount of claim

3.1 Nonpriority creditor's name and mailing address

Alan Nicholson  
112 Bozarth Heights Rd  
Woodland, WA 98674

Date(s) debt was incurred \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

As of the petition filing date, the claim is: Check all that apply.

\$69,500.00

☐ Contingent☐ Unliquidated☐ DisputedBasis for the claim: Business LoanIs the claim subject to offset? ☒ No ☐ Yes

3.2 Nonpriority creditor's name and mailing address

Alan Winn  
10806 Camellia Dr.  
Dallas, TX 75230

Date(s) debt was incurred \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

As of the petition filing date, the claim is: Check all that apply.

\$20,000.00

☐ Contingent☐ Unliquidated☐ DisputedBasis for the claim: Business LoanIs the claim subject to offset? ☒ No ☐ Yes

3.3 Nonpriority creditor's name and mailing address

Anita Ussery  
79 Valley Road  
Byron, GA 31008

Date(s) debt was incurred \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

As of the petition filing date, the claim is: Check all that apply.

\$51,000.00

☐ Contingent☐ Unliquidated☐ DisputedBasis for the claim: Business LoanIs the claim subject to offset? ☒ No ☐ Yes

3.4 Nonpriority creditor's name and mailing address

Anthony White  
328 Shenandoah Cir  
Winder, GA 30680

Date(s) debt was incurred \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

As of the petition filing date, the claim is: Check all that apply.

\$20,000.00

☐ Contingent☐ Unliquidated☐ DisputedBasis for the claim: Business LoanIs the claim subject to offset? ☒ No ☐ Yes

Debtor **VIRTUAL COMMUNICATIONS CORPORATION**

Case number (if known) \_\_\_\_\_

Name

3.5	<b>Nonpriority creditor's name and mailing address</b> <b>Artie Jackson</b> <b>12045 Red Cloud Way</b> <b>Conifer, CO 80433</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$27,500.00</b>
3.6	<b>Nonpriority creditor's name and mailing address</b> <b>Brian Graybill</b> <b>570 Willow Ct.</b> <b>Benicia, CA 94510</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$20,000.00</b>
3.7	<b>Nonpriority creditor's name and mailing address</b> <b>Brinson Byrdsong</b> <b>1526 Bankbury Way</b> <b>Chesapeake, VA 23322</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$24,500.00</b>
3.8	<b>Nonpriority creditor's name and mailing address</b> <b>Calvin Garrett</b> <b>4129 Piney Gap Dr.</b> <b>Cary, NC 27519</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$62,500.00</b>
3.9	<b>Nonpriority creditor's name and mailing address</b> <b>Carla Bates</b> <b>10503 East Meadow Run</b> <b>Parker, CO 80134</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$34,000.00</b>
3.10	<b>Nonpriority creditor's name and mailing address</b> <b>Carlos Linqui</b> <b>N/A</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$35,000.00</b>
3.11	<b>Nonpriority creditor's name and mailing address</b> <b>Carol Dunsmore</b> <b>1974 Dunsmore Rd.</b> <b>Swanton, VT 05488</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$42,500.00</b>



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Case number (if known) \_\_\_\_\_

Name			
3.12	<b>Nonpriority creditor's name and mailing address</b> Catherine D. Loar 7 Road #1424 La Plata, NM 87418 Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$20,000.00</b>
3.13	<b>Nonpriority creditor's name and mailing address</b> Charles A. McKee 1520 Mockingbird Ln DeSoto, TX 75115-6626 Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>
3.14	<b>Nonpriority creditor's name and mailing address</b> Charles W. Adams 2951 Lime Kiln Pike Glenside, PA 19038 Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$135,000.00</b>
3.15	<b>Nonpriority creditor's name and mailing address</b> Charlotte J. VanCura 7311 Sylamore Way Peyton, CO 80831 Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$195,000.00</b>
3.16	<b>Nonpriority creditor's name and mailing address</b> Christine H. Wares 9412 Desert Willow Rd. Littleton, CO 80129 Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>
3.17	<b>Nonpriority creditor's name and mailing address</b> Claire Janesh 4106 Brookside Mesa View Colorado Springs, CO 80923 Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$50,000.00</b>
3.18	<b>Nonpriority creditor's name and mailing address</b> Claudy Strong 2115 W. Bassedena Circle Lakeland, FL 33805 Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$31,000.00</b>

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Case number (if known) \_\_\_\_\_

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3.19	Nonpriority creditor's name and mailing address <b>David A. Gronewold</b> <b>20 Walter Way</b> <b>Broomfield, CO 80020</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$61,000.00</b>
3.20	Nonpriority creditor's name and mailing address <b>David Brieske</b> <b>30699 Cinnamon Teal Dr.</b> <b>Canyon Lake, CA 92587</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$40,000.00</b>
3.21	Nonpriority creditor's name and mailing address <b>David Hart</b> <b>12 Lock Street</b> <b>PO Box 312</b> <b>Rotterdam Junction, NY 12150</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$50,000.00</b>
3.22	Nonpriority creditor's name and mailing address <b>David Kocharhook</b> <b>20668 Celeste Circle</b> <b>Cupertino, CA 95014</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$20,000.00</b>
3.23	Nonpriority creditor's name and mailing address <b>Deborah Cook</b> <b>824 Glenhurst Rd.</b> <b>Eastlake, OH 44095</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$59,000.00</b>
3.24	Nonpriority creditor's name and mailing address <b>Donald Munro</b> <b>13645 Paddock Dr.</b> <b>Wellington, FL 33414</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$23,500.00</b>
3.25	Nonpriority creditor's name and mailing address <b>Dorain Hoyt</b> <b>5267 Route 28</b> <b>Mount Tremper, NY 12457</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$45,000.00</b>

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Case number (if known) \_\_\_\_\_

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3.26	<b>Nonpriority creditor's name and mailing address</b> Dorie Sullivan-Gamble 130 Nogal Canyon Rd. Nogal, NM 88341 Date(s) debt was incurred _____ Last 4 digits of account number _____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$57,500.00</b>
3.27	<b>Nonpriority creditor's name and mailing address</b> Edgar Brown, Jr. N/A Date(s) debt was incurred _____ Last 4 digits of account number _____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$25,000.00</b>
3.28	<b>Nonpriority creditor's name and mailing address</b> Ellen Scudder 2100 35th Street Los Alamos, NM 87544-2016 Date(s) debt was incurred _____ Last 4 digits of account number _____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$174,000.00</b>
3.29	<b>Nonpriority creditor's name and mailing address</b> Erma Shepard 6937 Rockingham Rd. Memphis, TN 38141 Date(s) debt was incurred _____ Last 4 digits of account number _____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$32,000.00</b>
3.30	<b>Nonpriority creditor's name and mailing address</b> Ernest M. Somerville 3405 Kerr Lane Pearland, TX 77584-5535 Date(s) debt was incurred _____ Last 4 digits of account number _____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$50,000.00</b>
3.31	<b>Nonpriority creditor's name and mailing address</b> Ernest M. Somerville 3405 Kerr Lane Pearland, TX 77584-5535 Date(s) debt was incurred _____ Last 4 digits of account number _____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$15,000.00</b>
3.32	<b>Nonpriority creditor's name and mailing address</b> FHS Advisory Group, LLC PO Box 400661 Las Vegas, NV 89140 Date(s) debt was incurred _____ Last 4 digits of account number _____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> _____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>

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3.33	Nonpriority creditor's name and mailing address <b>Gabriele Lavermicocca</b> <b>11275 Affinity Court, Unit #119</b> <b>San Diego, CA 92131</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <span style="float: right;"><b>\$100,000.00</b></span> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3.34	Nonpriority creditor's name and mailing address <b>Gary Kendig</b> <b>115 Crosswood Drive</b> <b>Durham, NC 27703</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <span style="float: right;"><b>\$25,000.00</b></span> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3.35	Nonpriority creditor's name and mailing address <b>Gayle Chany</b> <b>2206 Daffodil Dr.</b> <b>Crest Hill, IL 60403</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <span style="float: right;"><b>\$59,000.00</b></span> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3.36	Nonpriority creditor's name and mailing address <b>Geraldine E. Kellison</b> <b>61 County Route 32</b> <b>Moir, NY 12957-1800</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <span style="float: right;"><b>\$56,500.00</b></span> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3.37	Nonpriority creditor's name and mailing address <b>Gregg Corradi</b> <b>2806 Trinity Court</b> <b>Chester Springs, PA 19425</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <span style="float: right;"><b>\$70,000.00</b></span> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3.38	Nonpriority creditor's name and mailing address <b>Helen Moore</b> <b>2606 Skyview Glen Court</b> <b>Houston, TX 77047</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <span style="float: right;"><b>\$26,000.00</b></span> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3.39	Nonpriority creditor's name and mailing address <b>Henry Saugey</b> <b>4710 Sam Peck Rd., Apt. #2053</b> <b>Little Rock, AR 72223</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <span style="float: right;"><b>\$122,000.00</b></span> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

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Case number (if known) \_\_\_\_\_

Name \_\_\_\_\_

3.40	<b>Nonpriority creditor's name and mailing address</b> <b>Jackie M. Stone</b> <b>4125 Cherokee Rd.</b> <b>Rescue, CA 95672</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$35,000.00</b>
3.41	<b>Nonpriority creditor's name and mailing address</b> <b>James A. Regehr</b> <b>2142 Meadow Lights Pkwy.</b> <b>Corpus Christi, TX 78414</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$328,300.00</b>
3.42	<b>Nonpriority creditor's name and mailing address</b> <b>James Andriessen</b> <b>339 N True Street</b> <b>Griffith, IN 46319</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$20,000.00</b>
3.43	<b>Nonpriority creditor's name and mailing address</b> <b>James Regehr</b> <b>2142 Meadow Lights Pkwy.</b> <b>Corpus Christi, TX 78414</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$75,000.00</b>
3.44	<b>Nonpriority creditor's name and mailing address</b> <b>James Rochon</b> <b>20 Banks Brook Road</b> <b>Old Orchard Beach, ME 04064</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$27,000.00</b>
3.45	<b>Nonpriority creditor's name and mailing address</b> <b>Janice A. Perry</b> <b>5483 North Watson Road</b> <b>Elsie, MI 48831</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$37,500.00</b>
3.46	<b>Nonpriority creditor's name and mailing address</b> <b>Jason Brooks</b> <b>2606 14th Ave.</b> <b>Canyon, TX 79015</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$20,000.00</b>

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Name	As of the petition filing date, the claim is: Check all that apply.	
<b>3.47</b> Nonpriority creditor's name and mailing address Jeanette R Forrest 6777 Alpine Mountain Court Las Vegas, NV 89148 Date(s) debt was incurred ____ Last 4 digits of account number ____	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$10,000.00</b>
<b>3.48</b> Nonpriority creditor's name and mailing address Jessie Hobbs 3528 Wedgeworth Rd. S Fort Worth, TX 76133 Date(s) debt was incurred ____ Last 4 digits of account number ____	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$50,000.00</b>
<b>3.49</b> Nonpriority creditor's name and mailing address Joan Josey 1919 Stone Castle Dr. Severn, MD 21144 Date(s) debt was incurred ____ Last 4 digits of account number ____	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$30,000.00</b>
<b>3.50</b> Nonpriority creditor's name and mailing address Joseph W. Nelson 3770 Vandyke Street White Bear Lake, MN 55110 Date(s) debt was incurred ____ Last 4 digits of account number ____	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$18,000.00</b>
<b>3.51</b> Nonpriority creditor's name and mailing address Joyce Asher-Nicholson 112 Bozarth Heights Rd. Woodland, WA 98674 Date(s) debt was incurred ____ Last 4 digits of account number ____	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$93,500.00</b>
<b>3.52</b> Nonpriority creditor's name and mailing address Joyce E. McKee 1520 Mockingbird Ln. DeSoto, TX 75115-6626 Date(s) debt was incurred ____ Last 4 digits of account number ____	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>
<b>3.53</b> Nonpriority creditor's name and mailing address Judith Colby PO Box 83 Florida, NY 10921 Date(s) debt was incurred ____ Last 4 digits of account number ____	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$23,000.00</b>

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Name \_\_\_\_\_

3.54	<b>Nonpriority creditor's name and mailing address</b> Julian Bradberry Jr. 217 Yorkshire Lane Wilmington, NC 28409-8140 Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$50,000.00</b>
3.55	<b>Nonpriority creditor's name and mailing address</b> Karen Nerden 9301 Waterfall Cove Dr. Chesterfield, VA 23832 Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$37,500.00</b>
3.56	<b>Nonpriority creditor's name and mailing address</b> Kathleen Albert 5811 31 Ave. Kenosha, WI 53144 Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$49,000.00</b>
3.57	<b>Nonpriority creditor's name and mailing address</b> Kathleen Neisse 5712 Medallion Court Castro Valley, CA 94552 Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$24,500.00</b>
3.58	<b>Nonpriority creditor's name and mailing address</b> Keith D. Hughes 3118 Ann Arbor Court Sugar Land, TX 77478-3709 Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$49,000.00</b>
3.59	<b>Nonpriority creditor's name and mailing address</b> Kendall Smith 74 Valley View Rd. Reed Point, MT 59069 Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$28,000.00</b>
3.60	<b>Nonpriority creditor's name and mailing address</b> Larry Pianzio 1924 Forest Lane Harleyville, SC 29448 Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$22,000.00</b>

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Name	As of the petition filing date, the claim is: Check all that apply.	
<b>3.61</b> Nonpriority creditor's name and mailing address Larry Welch 14736 Homestead Drive Olathe, KS 66062 Date(s) debt was incurred ____ Last 4 digits of account number ____	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$25,000.00</b>
<b>3.62</b> Nonpriority creditor's name and mailing address Laura Curtis Laura Curtis Delta, CO 81416 Date(s) debt was incurred ____ Last 4 digits of account number ____	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$20,000.00</b>
<b>3.63</b> Nonpriority creditor's name and mailing address Linda Bailie 110 Ashton Way West Chester, PA 19380 Date(s) debt was incurred ____ Last 4 digits of account number ____	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$35,000.00</b>
<b>3.64</b> Nonpriority creditor's name and mailing address Lonnie Martin 6920 64th Place Apt # 2 Ridgewood, NY 11385-5252 Date(s) debt was incurred ____ Last 4 digits of account number ____	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$40,000.00</b>
<b>3.65</b> Nonpriority creditor's name and mailing address Lynn Pilanen 115 Frank St. Somerset, NJ 08873 Date(s) debt was incurred ____ Last 4 digits of account number ____	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$38,500.00</b>
<b>3.66</b> Nonpriority creditor's name and mailing address Major Stroupe 10150 Ne 35th St. Bronson, FL 32621 Date(s) debt was incurred ____ Last 4 digits of account number ____	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$35,000.00</b>
<b>3.67</b> Nonpriority creditor's name and mailing address Marcia Potts 1695 Radcliff Rd. Smithfield, KY 40068 Date(s) debt was incurred ____ Last 4 digits of account number ____	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$26,000.00</b>



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3.68	Nonpriority creditor's name and mailing address <b>Margaret Ogtong</b> 201 The Promenade Edgewater, NJ 07020-2105 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$21,000.00
3.69	Nonpriority creditor's name and mailing address <b>Marilyn J. Tovar</b> 2420 Napoleon Street Stockton, CA 95210 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$15,000.00
3.70	Nonpriority creditor's name and mailing address <b>Marilyn Rogers</b> 8825 W. Central Park Ct. Wichita, KS 67205 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$40,000.00
3.71	Nonpriority creditor's name and mailing address <b>Mark A. Tovar</b> 2420 Napoleon Street Stockton, CA 95210 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$40,000.00
3.72	Nonpriority creditor's name and mailing address <b>Mary Allen</b> 8250 N Grand Canyon Dr., Unit #2048 Las Vegas, NV 89166 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$20,500.00
3.73	Nonpriority creditor's name and mailing address <b>Mary DeMarco</b> 899 River Rd. Teaneck, NJ 07666 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$50,000.00
3.74	Nonpriority creditor's name and mailing address <b>Mary Parker</b> 436 Ascot Lane Streamwood, IL 60107 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$28,500.00

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3.75	Nonpriority creditor's name and mailing address <b>Matthew Gudgel</b> 4021 N. 13th St. Lincoln, NE 68521 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$60,000.00</b>
3.76	Nonpriority creditor's name and mailing address <b>Mikhail Cherner</b> 56 Village Road East Brooklyn, NY 11223 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$19,500.00</b>
3.77	Nonpriority creditor's name and mailing address <b>Nakisha A. Kinlaw</b> 410 NW 16th Avenue Boynton Beach, FL 33435 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$19,000.00</b>
3.78	Nonpriority creditor's name and mailing address <b>Norma Kidd</b> 1378 State Highway 7 Eddy, TX 76524 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$35,000.00</b>
3.79	Nonpriority creditor's name and mailing address <b>Pamela J. Bivans</b> 1228 N 3rd Street Lompoc, CA 93436 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$50,000.00</b>
3.80	Nonpriority creditor's name and mailing address <b>Patricia Clark</b> 2609 Lucerne Way Lake Isabella, CA 93240 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$37,000.00</b>
3.81	Nonpriority creditor's name and mailing address <b>Patrick Walsh</b> 1213 9th Street Lake Charles, LA 70601 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$27,000.00</b>

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3.82	Nonpriority creditor's name and mailing address <b>Pennie Johnson</b> 3145 Earlysville Rd Earlysville, VA 22936 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$50,000.00</b>
3.83	Nonpriority creditor's name and mailing address <b>Provident Trust Group</b> 8880 W. Sunset Road, Suite 250 Las Vegas, NV 89149 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: ____ Is the claim subject to offset? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<b>Unknown</b>
3.84	Nonpriority creditor's name and mailing address <b>Rachelle Vinluan</b> 2910 Jessica Court Vienna, VA 22181 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$29,000.00</b>
3.85	Nonpriority creditor's name and mailing address <b>Retire Happy, LLC</b> 4840 W. University Ave., Suite A1 Las Vegas, NV 89103 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: ____ Is the claim subject to offset? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<b>Unknown</b>
3.86	Nonpriority creditor's name and mailing address <b>Reva Waldo</b> 18770 Sharon Dr. Chagrin Falls, OH 44023 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$111,000.00</b>
3.87	Nonpriority creditor's name and mailing address <b>Robert R. Kaiser</b> 9021 Dunmore Ln. Fort Wayne, IN 46804 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$42,000.00</b>
3.88	Nonpriority creditor's name and mailing address <b>Roberta Brown</b> 19800 Bodmer Ave. Poolesville, MD 20837 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$25,000.00</b>

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3.89	<b>Nonpriority creditor's name and mailing address</b> <b>Robin Suntheimer</b> <b>44 Patton Drive</b> <b>Newport News, VA 23606</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$35,000.00</b>
3.90	<b>Nonpriority creditor's name and mailing address</b> <b>Ronald Robinson</b> <b>319 E. Warm Springs Road, Suite 100</b> <b>Las Vegas, NV 89119</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed <b>Basis for the claim: ____</b> Is the claim subject to offset? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<b>Unknown</b>
3.91	<b>Nonpriority creditor's name and mailing address</b> <b>Rose Marie Sabo</b> <b>4549 N Lawndale Avenue</b> <b>Chicago, IL 60625</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$25,000.00</b>
3.92	<b>Nonpriority creditor's name and mailing address</b> <b>Sandra Pak</b> <b>68 Hungerford St.</b> <b>Pittsfield, MA 01201</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$25,000.00</b>
3.93	<b>Nonpriority creditor's name and mailing address</b> <b>Scott Gomez</b> <b>417 New Castle Court</b> <b>Morganville, NJ 07751</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$21,000.00</b>
3.94	<b>Nonpriority creditor's name and mailing address</b> <b>Silvana Briguglio</b> <b>N/A</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$47,000.00</b>
3.95	<b>Nonpriority creditor's name and mailing address</b> <b>Silvia Harrington</b> <b>3125 W Babcock St.</b> <b>Bozeman, MT 59718</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$16,000.00</b>

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3.96	<b>Nonpriority creditor's name and mailing address</b> <b>Solveig Akkerman</b> <b>1400 6th Ave NW</b> <b>Austin, MN 55912-2171</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$22,500.00</b>
3.97	<b>Nonpriority creditor's name and mailing address</b> <b>Stephens Ghesquire</b> <b>300 Bayou Blvd., Apt. #306</b> <b>Pensacola, FL 32503</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$66,000.00</b>
3.98	<b>Nonpriority creditor's name and mailing address</b> <b>Steven Hotchkiss</b> <b>3021 S 14th St.</b> <b>Leavenworth, KS 66048-4755</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$75,000.00</b>
3.99	<b>Nonpriority creditor's name and mailing address</b> <b>Susan Rogge</b> <b>4013 West Lincoln St.</b> <b>Phoenix, AZ 85009</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$32,000.00</b>
3.100	<b>Nonpriority creditor's name and mailing address</b> <b>Sylvia Lewis</b> <b>5405 Saint Charles Loop NW</b> <b>Olympia, WA 98516</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$23,000.00</b>
3.101	<b>Nonpriority creditor's name and mailing address</b> <b>Terry Laughlin</b> <b>25580 Farm Rd 2012</b> <b>Crane, MO 65633</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$20,000.00</b>
3.102	<b>Nonpriority creditor's name and mailing address</b> <b>Thomas Moffit</b> <b>5724 Meadowview St.</b> <b>Ypsilanti, MI 48197</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$22,500.00</b>

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3.103	<b>Nonpriority creditor's name and mailing address</b> <b>Troy Suntheimer</b> <b>44 Patton Drive</b> <b>Newport News, VA 23606</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$52,000.00</b>
3.104	<b>Nonpriority creditor's name and mailing address</b> <b>Vivian DeGuzman-Castillo</b> <b>283 N. Rampart St., Suite E</b> <b>Orange, CA 92868</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$56,000.00</b>
3.105	<b>Nonpriority creditor's name and mailing address</b> <b>Walter Wooldridge</b> <b>6 Meadow Park Court</b> <b>Allen, TX 75002</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$60,000.00</b>
3.106	<b>Nonpriority creditor's name and mailing address</b> <b>William H. Morton, Jr.</b> <b>112 Needham Lane</b> <b>Burns, TN 37029</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>
3.107	<b>Nonpriority creditor's name and mailing address</b> <b>William Horvath</b> <b>41 Spruce Street</b> <b>Hellertown, PA 18055</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$37,750.00</b>
3.108	<b>Nonpriority creditor's name and mailing address</b> <b>William O. Guy</b> <b>43 Fales Avenue</b> <b>Barrington, RI 02806</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$50,000.00</b>
3.109	<b>Nonpriority creditor's name and mailing address</b> <b>William Westbrook</b> <b>423 LR Campbell Rd.</b> <b>Italy, TX 76651</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Business Loan</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$20,000.00</b>

**Part 3: List Others to Be Notified About Unsecured Claims**

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.

If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

## **EXHIBIT “E”**

THIS AGREEMENT is made this 7<sup>th</sup> day of December, 2012 by and between Retire Happy hereinafter referred to as (Consultant) and Virtual Communications Corporation, hereinafter to as (Company).

The following represents our agreement, in consideration of each other's promises or acts with respect to this Finder's Fee Agreement. Consultant has introduced and/or will introduce potential investors to Company in return for Company's agreement to pay Consultant (or nominee) compensation for these introductory services if an investment is made. Therefore, the parties herein agree as follows:

1. Services. Company hereby authorizes Consultant, on a non-exclusive basis, to identify potential investors interested in investing in the Company's Promissory Note with Personal Guarantee. Consultant agrees to identify 1 million dollars for Company within 6 months, before end of June, 2013.
2. Investor. The investors which Consultant will introduce to Company will be named and listed by signed copies of the Promissory Note provided by the Company.
3. Initial Investment. Should an investor invest in the Company's Promissory Note with Personal Guarantee; then Company agrees to pay Consultant ten percent (10%) of the proceeds invested in the Company.
4. Consultant's fees shall be based upon the gross amount invested, prior to any deductions, expenses or offsets of any kind. Payment will be made by cashier's checks or bank wire payable to the order of Consultant within 2 business days upon Company's receipt of funds.
5. Limitation of Services. This agreement relates solely to Consultant's services as a finder in introducing Company to prospective investors. There are no additional services that Consultant is required to perform to be entitled to the above compensation in the event an investment is made.

CONSULTANT REPRESENTS THAT IT IS NOT A LICENSED SECURITIES DEALER, AND THAT THIS AGREEMENT IS NOT INTENDED FOR THE PURPOSE OF BUYING, SELLING OR TRADING SECURITIES.

6. Miscellaneous. This Agreement shall be binding upon all parties and their respective estates, heirs, successors and permitted assigns. This Agreement may be changed only by the written consent of all parties. This Agreement may not be assigned by either party without the written consent of the other. This Agreement is the entire agreement between us.
7. Inasmuch as Virtual Communication Corporation will not have any direct contact with the investors of the "Consultant," it is hereby agreed that the Consultant shall hold Virtual Communications Corporation harmless from any and all complaints or litigation from their investor, arising from any possible representation or misrepresentation by the Consultant or any of their representatives.

It is our intention that the laws of the State of Nevada shall govern the validity of this Agreement. Your signature below shall bind you to the terms and conditions of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly executed, as of the day and year set out above.

Retire Happy

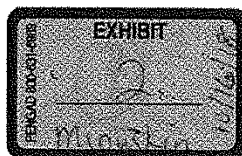
*Ben Williams* 12/10/12

Consultants: Ben Williams, Julie Minuskin

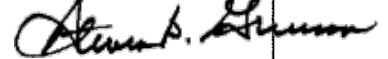
Virtual Communications Corporation

*B. J. Robinson*

B. J. Robinson, Chairman and CEO







1 DAVID LIEBRADER, ESQ.  
2 STATE BAR NO. 5048  
3 THE LAW OFFICES OF DAVID LIEBRADER, APC  
4 601 S. RANCHO DR. STE. D-29  
5 LAS VEGAS, NV 89106  
6 PH: (702) 380-3131  
7 Attorney for Plaintiff

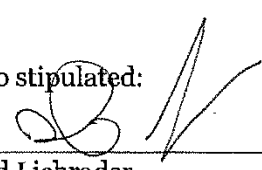
8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

10 IN THE MATTER BETWEEN ) Case No. A-17-762264-C  
11 Steven A. Hotchkiss, )  
12 ) Dept.: 8  
13 PLAINTIFF, ) STIPULATION  
14 )  
15 v. )  
16 )  
17 Ronald J. Robinson, Vernon Rodriguez, Virtual )  
18 Communications Corporation, Wintech, LLC, )  
19 Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa )  
20 Davis and DOES 1-10 and ROES 1-10, inclusively )  
21 )  
22 DEFENDANTS )  
23 )  
24 )  
25 )  
26 )

27 STIPULATION

28 It is hereby stipulated by and between counsel for Plaintiff and counsel for  
29 Ronald Robinson that Plaintiff may use the transcripts from the deposition testimony  
30 and the trial testimony of Ronald Robinson from the Reva Waldo v. Ronald Robinson  
31 et al. case, number A-15-725246 for any and all purposes in this matter.

32 So stipulated:

33 By:   
34 David Liebrader  
35 Attorney for Plaintiff

36 Dated: 12.7.18

1 By: Harold Gewerter  
2 Harold Gewerter  
3 Attorney for Defendants

Dated:

4 Dated: December 7, 2018 Respectfully submitted,

5 The Law Office of David Liebrader, Inc.

6 By: David Liebrader  
7 David Liebrader  
8 Attorney for Plaintiff  
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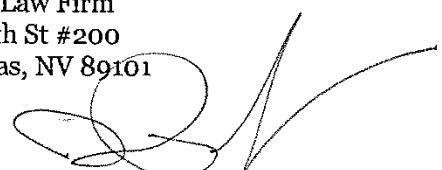
CERTIFICATE OF MAILING

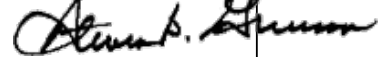
I hereby certify that on the 7<sup>December</sup> th day of ~~November~~, 2018, I mailed a copy of the foregoing

STIPULATION

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

Louis Palazzo, Esq.  
Palazzo Law Firm  
520 S 4th St #200  
Las Vegas, NV 89101

  
An Employee of The Law Office of David Liebrader



1 RTRAN

2  
3  
4  
5 DISTRICT COURT  
6 CLARK COUNTY, NEVADA

7  
8 STEVEN HOTCHKISS,  
9 Plaintiff,

CASE#: A-17-762264-C  
DEPT. VIII

10 vs.

11 RONALD ROBINSON,  
12 Defendant.

13  
14 BEFORE THE HONORABLE DOUGLAS E. SMITH, DISTRICT COURT JUDGE  
15 TUESDAY, JANUARY 29, 2019

16 **RECORDER'S TRANSCRIPT OF HEARING:**  
17 **PLAINTIFF'S MOTION FOR SUMMARY ADJUDICATION OF ISSUES**

18 APPEARANCES:

19 For the Plaintiff:

DAVID LIEBRADER, ESQ.  
[Via CourtCall]

20  
21 For the Defendants:

T. LOUIS PALAZZO, ESQ.  
HAROLD P. GEWERTER, ESQ.

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25 RECORDED BY: GINA VILLANI, COURT RECORDER

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Las Vegas, Nevada, Tuesday, January 29, 2019

[Hearing began at 8:06 a.m.]

THE COURT: Is everybody here on Hotchkiss versus Robinson?

MR. PALAZZO: Yes.

THE COURT: All right. Mr. Liebrader, I'm going to try and put you on speaker, hang on. I'll figure out how to do this.

[Pause in proceedings]

THE COURT: Are you there?

MR. LIEBRADER: Yes, sir.

THE COURT: All right. Mr. Liebrader is on the telephone. This is his motion for summary judgment -- or summary adjudication of the issues.

THE CLERK: Can we have appearances first.

THE COURT: Mr. Palazzo is here and Mr. Gewerter decided to show up this time.

MR. GEWERTER: I have an excuse for last time, but thank you. Actually -- never mind. I'll tell you later.

THE COURT: It's fine.

MR. GEWERTER: But I do apologize for last time.

THE COURT: If I can't throw something out once in a while --

MR. GEWERTER: I -- it's better not to throw, but that's okay.

THE COURT: All right.

All right. So if you want to start, Mr. Liebrader.

1 MR. LIEBRADER: Thank you, Your Honor.

2 So, you know, the most compelling evidence we have is that  
3 this is a security, it's Virtual Communications Corporation themselves,  
4 referring to the investment as a security, that's contained in Exhibit D in  
5 my original declaration filed in this case.

6 You also have the promissory notes, to meeting all the  
7 definitions of the *Friend* test as I went through in my motion for summary  
8 adjudication.

9 Third, you have trial on the merits. Judge Williams recently  
10 tried a case involving the same promissory note. Everything was the  
11 same except it's a different investor. And in that case Judge Williams  
12 gave us summary adjudication on these very issues, that it was a  
13 security, and that it was not exempt -- or exempt from registration. And  
14 so that judgment in that case is actually sitting on Judge Williams' desk  
15 right now to be signed and the case was tried in June.

16 So I think that the Court can take comfort that there's this  
17 support for these facts, we cc themselves referring to it as a security and  
18 meeting the requirements of the *Friend* test and Judge Williams.

19 The other issue is whether or not it's exempt. You know, I  
20 went back and I took a look at the answers that were filed in this case  
21 and no one has made a claim of exemption, there's no assertions of  
22 exemptions in any of these pleadings. So the first time that anything  
23 appears, that -- if this could be an exempt transaction, page 4 of Retire  
24 Happy, Mr. Stoll's opposition. And the only exemption that they claim  
25 could apply, and they don't even say it does apply, they say it may

1 apply, is 90.530(11).

2 And NRS 96.90 makes it clear it's the defendant's burden to  
3 claim what exemption applies and to prove that the exemptions apply.  
4 They haven't done any of that here so. And I don't think they've met  
5 their burden for summary adjudication. They haven't produced any  
6 evidence showing that this exemption could apply to this case.

7 And here's why it doesn't, 90.530(11)(c) says that if you pay  
8 compensation to a finder, or an unregistered broker-dealer, that voids  
9 the exemption.

10 And that's precisely what happened here, exhibit -- I'm trying  
11 to find -- Exhibit F in our original declaration -- excuse me, Exhibit A in  
12 our reply brief declaration, is a finder's fee agreement that shows that  
13 Virtual Communication agreed to pay 10 percent to Retire Happy for  
14 soliciting these investments, 10 percent. So there's an agreement to  
15 pay compensation to Retire Happy and ultimately Mr. Stoll in this case.

16 So there is no application. 90.530(11) cannot apply to this  
17 case. And that's the only exemption they say may apply.

18 So, I think, given all of these factors, this was an unregistered  
19 security. And, by the way, Mr. Robinson conceded that, that is also --  
20 his trial testimony is included in our pleading papers where he admits  
21 that this was -- no one filed -- that no one filed a registration statement.  
22 He thought it was someone else's responsibility.

23 So I think given all of these factors, this is an unregistered  
24 security and no exemption applies.

25 THE COURT: Who wants to start?

1 MR. GEWERTER: First you don't need to register if you have  
2 an exempt offering. An exempt offering is a whole series and it's federal  
3 law and it's regulation D, which preempts the state law.

4 You talk about a public solicitation, there was none. You talk  
5 about going -- like the newspaper, the *Friend* case was completely  
6 different. In that case they took newspaper advertisements and they --  
7 telephone solicitation. We don't have this here.

8 We also don't have the necessarily the same promissory note,  
9 this was a series of transactions. And the major point that they left out in  
10 this motion was whether it's the same note because there wasn't just  
11 one transaction in a series of notes. There was several transactions.

12 The other thing is, and I attach as our Exhibit 1, that they have  
13 the wrong party here. The actual party is Provident Trust Group, it is not  
14 Hotchkiss. If I can direct your attention to Exhibit 1 of my opposition,  
15 and I even marked it.

16 I'll give you a moment to find it.

17 You have it. Oh.

18 THE COURT: I'm holding the mic, so I've got to have my law  
19 clerk find that.

20 MR. GEWERTER: Okay. Just look at Exhibit 1 and I  
21 bracketed and it says holder.

22 THE COURT: Very often I don't get the exhibits. I just get the  
23 motions.

24 MR. GEWERTER: I got the same from other attorneys too.

25 Did you find that one?



1           Exhibit 1, and I put bracket there, so I just marked that one  
2 document.

3           THE COURT: Oh, holder is Provident Trust Group.

4           MR. GEWERTER: Yes, there is no Hotchkiss.

5           This is a trust account and under a trust account you must  
6 have the trustee bring the action. They have the wrong party.

7           Mr. Hotchkiss has no standing to allege anything in this case.  
8 It's got to be Provident Trust Group, which is the trustee for Mr.  
9 Hotchkiss.

10           And we'll bring that in a separate motion. But for purposes of  
11 today, they have the wrong party before this Court. Hotchkiss is not a  
12 proper party before this Court. It just doesn't -- he doesn't exist. He's  
13 not a plaintiff or should not be a plaintiff in this case. And we will bring a  
14 motion in the near future to dismiss that.

15           And as for -- there's a whole series of tests when you get  
16 into -- put that aside -- to a security. There must be a common  
17 investment. There is no proof that the -- they rely upon Judge Williams.  
18 First of all, there's no final order in Judge Williams' case.

19           Number two, he knocked out punitive damages.

20           And, number three, there's no proof that this note is the same  
21 as the note as a common pole because there's like four or five different  
22 poles.

23           So they can't rely upon another district court, unpublished  
24 decision for any kind of precedent for this Court. And they're bringing it  
25 up for the first time in their reply. They started adding stuff from another

1 court when it's improper to bring up items for the first time in a reply or I  
2 don't have a chance to reply to it, unless they just want us to play the  
3 game of serve replies and get court permission. So that should be  
4 stricken from their reply completely because it's an improper exhibit.

5 And that's what they've done, they've introduced new  
6 evidence to their reply. And I would just say that until we adjudicate this  
7 issue of who's the proper party and whether there has been this test, not  
8 under *Friend* because the *Friend* case is not determinative of this case.  
9 'Cause in the *Friend* case they lose and the Supreme Court says you  
10 can amount solicitation. That's the big no-no. We are exempt from  
11 registration. You can be a security but it doesn't mean you have to  
12 register and there are exemption under state law and the federal  
13 exemption does preempt Regulation D or Rule 144 -- and I can brief that  
14 further if need be -- to -- which does preempt the state laws.

15 So I would ask that this motion at this time, based on the  
16 evidence before this Court, be denied.

17 MR. PALAZZO: Your Honor, you, last week when we were  
18 here, you indicated your inclination and leanings that this was -- you  
19 were not going to find this to be a security. I think those were  
20 appropriate impressions that the Court had and voiced to Mr. Liebrader.

21 Mr. Liebrader really hasn't added much of anything that would  
22 transform this litigation into a -- one that is a subject matter of a security,  
23 as we pointed out in our brief.

24 First of all I want to point out he keeps citing the *Waldo* case.  
25 We were not -- Retire Happy and Josh Stoll were not defendants in the

1 *Waldo* case. We got out early on a good faith settlement by basically  
2 disgorging the monies that had been made by Retire Happy in  
3 connection with that transaction. So to try to use that as a basis to find a  
4 security in this case, I think, is misplaced.

5 I think that what we've pointed out in our moving papers, Your  
6 Honor, is that this does not have the markings of a security. This was  
7 not broadly distributed. It was not deemed to be an investment by the  
8 noteholder. In this case Mr. Hotchkiss had the note, it was a simple nine  
9 percent interest. It wasn't reliant upon profits to be generated, which,  
10 again, is a hallmark of a security as we pointed out in the family  
11 resemblance test that was found in *Reves versus Ernst & Young*.

12 So the hallmarks of finding this as a security are not there,  
13 those characteristics that you typically associate with security --

14 THE COURT: Actually, it was Provident Trust Group that held  
15 the note, not Hotchkiss.

16 MR. PALAZZO: Correct. And that's what I think Mr. Gewerter  
17 was --

18 THE COURT: Yeah.

19 MR. PALAZZO: -- alluding to.

20 MR. GEWERTER: And -- I'm sorry --

21 [Colloquy between counsel]

22 THE COURT: Let him finish.

23 MR. PALAZZO: But, again, beyond that, you're talking about  
24 20 to 30 people, as Mr. Stoll testified, that were contacted with respect to  
25 an opportunity to make money on a note. This was a simple interest

1 note paying nine percent. After about 15 payments, there was a default  
2 and a breach with respect to the balance of the note.

3 And so, again, the holder, the noteholders expectation is not  
4 that it was going to be derived from profits, which is, again, a  
5 characteristic of a security. This was a situation where you -- the VCC,  
6 the borrower, had an obligation to pay regardless of whether or not it  
7 generated profits from the technology that it was seeking to generate  
8 and develop.

9 So, again, when you're talking about 20, 30 people, and you're  
10 talking about in 2015, the census reveals that there were 320 million  
11 people in the United States, this is not what we need to be safe guarding  
12 people from in terms of calling this a security and allowing them the relief  
13 that would be otherwise available under that framework of a securities  
14 law.

15 And so under these circumstances, I think Your Honor is  
16 correct in its initial impressions, that this is not a security. And I would  
17 ask the Court to deny the motion.

18 THE COURT: All right. What I'm going to do, I wanted to look  
19 at the cases again, and I'll have a decision in a week or two. And I'll  
20 either have one or all of you prepare a proposed order.

21 Okay?

22 MR. GEWERTER: Thank you, Your Honor.

23 MR. PALAZZO: Yes, Your Honor.

24 THE COURT: Thanks.

25 MR. GEWERTER: And, again, sorry for last week.

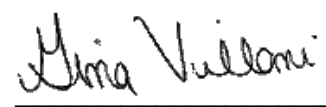
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THE COURT: Thanks for calling, Mr. Liebrader.  
MR. LIEBRADER: Thanks.

[Hearing concluded at 8:18 a.m.]

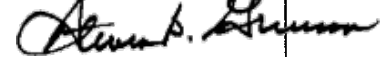
\* \* \* \* \*

**ATTEST:** I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.



---

Gina Villani  
Court Recorder/Transcriber  
District Court Dept. IX



1 DAVID LIEBRADER, ESQ.  
2 STATE BAR NO. 5048  
3 THE LAW OFFICES OF DAVID LIEBRADER, INC.  
4 601 S. RANCHO DR. STE D-29  
5 LAS VEGAS, NV 89106  
6 (702) 380-3131  
7 Attorney for Plaintiff

8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

10 IN THE MATTER BETWEEN )

11 Steven A. Hotchkiss, )

12 PLAINTIFF, )

13 v. )

14 Ronald J. Robinson, Vernon Rodriguez, Virtual )  
15 Communications Corporation, Wintech, LLC, )  
16 Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa )  
17 Davis and DOES 1-10 and ROES 1-10, inclusively )

18 DEFENDANTS )  
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26 )

Case No. A-17-762264-C

Dept.: 8

**NOTICE OF DELEGATION OF  
RIGHTS**

17 TO THE COURT, THE PARTIES AND ALL INTERESTED PERSONS. PLEASE  
18 TAKE NOTICE that Provident Trust Group hereby delegates whatever rights it has to pursue  
19 this litigation on behalf of Steven A. Hotchkiss to Mr. Hotchkiss, to be pursued by her  
20 attorney David Liebrader.

21  
22 Provident Trust Group serves as a self-directed IRA Custodian for Mr. Hotchkiss, and  
23 denies it has any obligation to prosecute any claim on behalf of Mr. Hotchkiss. To the extent  
24 any rights do exist, Provident Trust hereby delegates those rights to Mr. Hotchkiss and his  
25  
26

1 attorney.

2 Chris W. W. W.  
3 On behalf of Provident Trust Dated: 1/31/19

4 AGREED AND ACCEPTED:

5 Steve A. Hotchkiss 2/4/19  
6 Mr. Hotchkiss Dated:

7 AGREED AND ACCEPTED:

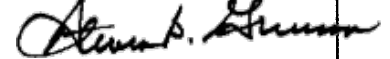
8 David Liebrader 2.5.19  
9 David Liebrader Dated:

10  
11 Dated: January 29, 2019

Respectfully submitted,

12  
13 The Law Office of David Liebrader, Inc.

14 By: David Liebrader  
15 David Liebrader  
16 Attorney for Plaintiff  
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25



1 **ORDR**

2 Judge Douglas E. Smith  
3 Eighth Judicial District Court  
4 Department VIII  
5 Regional Justice Center  
6 200 Lewis Avenue  
7 Las Vegas, Nevada 89155  
8 (702) 671-4338

9 **EIGHTH JUDICIAL DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

11 IN THE MATTER BETWEEN

Case No.: A-17-762264-C

Dept. No.: VIII

12 Steven A. Hotchkiss,

13 PLAINTIFF,

**ORDER DENYING PLAINTIFF'S  
MOTION FOR SUMMARY  
ADJUDICATION OF ISSUES**

14 v.

15 Ronald J. Robinson; Vernon Rodriguez;  
16 Virtual Communications Corporation;  
17 Wintech, LLC; Retire Happy, LLC; Josh  
18 Stoll; Frank Yoder; Alisa Davis; and DOES  
19 1-10 and ROES 1-10, inclusively,

**Hearing Date: January 29, 2019**

**Hearing Time: 8:00 a.m.**

20 DEFENDANTS.

21 **ORDER**

22 On November 1, 2018, Plaintiff, Steven A. Hotchkiss (hereinafter, "Plaintiff") filed a  
23 Motion for Summary Adjudication of Issues. On November 16, 2018, Defendants Ronald J.  
24 Robinson, Vern Rodriguez, Wintech, LLC, and Alisa Davis (the "Wintech Defendants") filed  
25 their Opposition to Plaintiff's Motion. On November 19, 2018, Defendants Retire Happy, LLC  
26 and Josh Stoll (the "Retire Defendants") filed their Opposition to Plaintiff's Motion. This  
27 matter came before this Court for a hearing on January 29, 2019, with David Liebrader, Esq.  
28 appearing on behalf of the Plaintiff, T. Louis Palazzo, Esq. appearing on behalf of the Retire  
Defendants, and Harold P. Gewerter, Esq. appearing on behalf of the Wintech Defendants.  
Based on the papers and pleadings on file in this matter, the exhibits attached thereto, and the  
representations of counsel at the hearing, this Court finds, concludes and orders as follows:

**DOUGLAS E. SMITH**  
DISTRICT JUDGE

DEPARTMENT EIGHT  
LAS VEGAS NV 89155



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**FINDINGS OF FACT**

1. In 2014, Provident Trust Group, LLC (“Provident Trust”), a self-directed IRA for the benefit of Steven Hotchkiss, transferred \$75,000.00 to Virtual Communications Corporation (“VCC”).
2. In exchange for the above-specified funds, VCC issued a promissory note to Provident Trust stating that VCC would remit payments to Provident Trust, and that the balance of the note would be paid in October, 2015.

**CONCLUSIONS OF LAW**

1. Summary judgment should be granted when the pleadings and other evidence show that “there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” NRCp 56(c).
2. A genuine issue of material fact is one where “the evidence is such that a rational trier of fact could return a verdict for the non-moving party.” *Wood v. Safeway, Inc.*, 121 Nev. 724, 731 (2005).
3. Pursuant to NRS 90.295, “securities” include “notes,” among other instruments.
4. Pursuant to NRS 90.460, securities must be registered prior to sale.
5. Regarding NRS 90.295, the Nevada Supreme Court has concluded, “a literal, plain meaning interpretation of the word ‘note’ as a ‘security’ would lead to the absurd result of applying to nearly all notes issued in Nevada.” *State v. Friend*, 118 Nev. 115, 120-21 (2002).
6. The Nevada Supreme Court then adopted a framework for testing whether “notes” are “securities” (the “*Friend*” analysis); under this analysis, the court begins with a presumption that every note is a security, which is rebuttable under either of two steps:
  - a. Under the first step, the note subject to review is compared to a series of notes that are not securities; and

1 b. Under the second step, the note subject to review is examined according to four  
2 factors: (1) motivation, (2) plan of distribution, (3) expectations, and (4) need for  
3 securities laws.

4 *Id.* at 121-24.

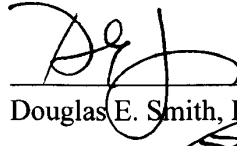
5 7. An analysis of the facts in this case, when viewed in the light most favorable to the non-  
6 moving parties (the "Wintech Defendants" and the "Retire Defendants," respectively),  
7 shows that a reasonable trier of fact could apply the *Friend* analysis and rebut the  
8 presumption that VCC's note was a security; therefore, summary judgment is not  
9 appropriate on the issue of whether VCC's note was a security.

10 8. The remaining issue upon which Plaintiff seeks summary adjudication (whether the VCC  
11 note was sold in violation of NRS 90.460) is moot, as it relies on this Court's granting of  
12 summary adjudication on the issue of whether the VCC note was a security.

13 **ORDER**

14 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff Steven  
15 Hotchkiss's Motion for Summary Adjudication is **DENIED**.

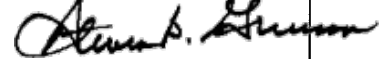
16  
17 Dated this 25 day of February, 2019.

18   
19 \_\_\_\_\_  
20 Douglas E. Smith, DISTRICT COURT

21 I hereby certify that on or about the date signed, a copy of this order was electronically served  
22 and/or placed in the attorney folder maintained by the Clerk of the Court and/or mailed by U.S.  
mail to the following:

23 David Liebrader, Esq., THE LAW OFFICES OF DAVID LIEBRADER, APC  
24 T. Louis Palazzo, Esq., PALAZZO LAW FIRM  
Harold P. Gewerter, Esq., HAROLD P. GEWERTER, ESQ., LTD.

25  
26   
27 \_\_\_\_\_  
Jill Jacoby, Judicial Executive Assistant



**MDSM**

HAROLD P. GEWERTER, ESQ.  
Nevada Bar No. 499  
1212 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
Tel: (702) 382-1714  
Fax: (702) 382-1759  
Email: harold@gewerterlaw.com  
Attorneys for Defendants, Ronald J. Robinson,  
Vern Rodriguez, and Alisa Davis

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

\*\*\*

IN THE MATTER BETWEEN,  
Steven A. Hotchkiss,

PLAINTIFF,

vs.

RONALD J. ROBINSON, VERN  
RODRIGUEZ, VIRTUAL  
COMMUNICATIONS CORPORATION,  
WINTech, LLC, RETIRE HAPPY,  
LLC, JOSH STOLL, FRANK YODER,  
ALISA DAVIS, and DOES 1-10 and  
ROES 1-10, inclusive,

Defendants.

CASE NO.: A-17-762264-C  
DEPT NO.: VIII

HEARING DATE:  
HEARING TIME:

**PARTIAL MOTION TO DISMISS**

COME NOW Defendants, Ronald J. Robinson, Vern Rodriguez and Alisa Davis  
(hereinafter "Defendants"), by and through their attorney of record, HAROLD P. GEWERTER,  
ESQ. of HAROLD P. GEWERTER, ESQ. LTD., and hereby files their Partial Motion to Dismiss.

1 This instant Motion is based upon the following Memorandum of Points and Authorities,  
2 the Exhibits attached hereto, all pleadings and papers on file herein, and any oral arguments  
3 which may be allowed by the Court.

4 Dated this 20th day of March, 2019

5 HAROLD P. GEWERTER, ESQ., LTD.

6 /s/ Harold P. Gewerter, Esq.  
7 HAROLD P. GEWERTER, ESQ.  
8 Nevada Bar No. 499  
9 1212 S. Casino Center Blvd.  
10 Las Vegas, Nevada 89101  
11 Tel: (702) 382-1714  
12 Fax: (702) 382-1759  
13 Email: harold@gewerterlaw.com  
14 Attorneys for Defendants, *Ronald J. Robinson,*  
15 *Vern Rodriguez, and Alisa Davis*

12 **NOTICE OF MOTION**

13 **TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

14 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the foregoing  
15 PARTIAL MOTION TO DISMISS will come on regularly for hearing before Department VIII  
16 of the above-entitled Court on the \_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_ a.m./p.m., or  
17 as soon thereafter as counsel may be heard.  
18

19 Dated this 20th day of March, 2019

20 HAROLD P. GEWERTER, ESQ., LTD.

21 /s/ Harold P. Gewerter, Esq.  
22 HAROLD P. GEWERTER, ESQ.  
23 Nevada Bar No. 499  
24 1212 S. Casino Center Blvd.  
25 Las Vegas, Nevada 89101  
26 Tel: (702) 382-1714  
27 Fax: (702) 382-1759  
28 Email: harold@gewerterlaw.com  
Attorneys for Defendants, *Ronald J. Robinson,*  
*Vern Rodriguez, and Alisa Davis*

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1 On November 1, 2018, Plaintiff filed a Motion for Summary Adjudications of Issues.  
2 After Oppositions were filed by all concerned parties a hearing was held on January 29, 2019.  
3 The Court issued its Order denying Plaintiff's Motion for Summary Adjudication of Issues on  
4 February 25, 2019. **Exhibit A.** In denying Plaintiff's Motion, the Court analyzed the subject  
5 promissory note pursuant to *State v. Friend*, 118 Nev. 115, 40 P.3d 436 (2002) and found that a  
6 reasonable trier of fact could rule that VCC's promissory note was not a security.  
7

8 Defendants now bring the following Motion to Dismiss all of Plaintiff's security related  
9 claims. As will be explained herein, the issue of whether the subject promissory note is not a  
10 security is one of law, not fact, and it is proper for the Court to deny Plaintiff's claims before  
11 trial.  
12

## 13 II. Legal Authorities and Arguments

### 14 a) Motions to Dismiss, generally

15 Nevada Rule of Civil Procedure 12(b)(5) states, in pertinent part, that the Court may  
16 dismiss a complaint for "failure to state a claim upon which relief can be granted." Nev.R.Civ.P.  
17 12(b)(5) (2005); *Simpson v. Mars, Inc.*, 113 Nev. 188, 929 P.2d 966 (1997). As stated by the  
18 Nevada Supreme Court in *Edgar v. Wagner*, 101 Nev. 226, 226, 699 P.2d 110, 112 (1985), a  
19 dismissal is appropriate under Rule 12(b)(5) where "it appears beyond doubt that the plaintiff  
20 could prove no set of facts which, if accepted by the trier of fact would entitle him to relief." "A  
21 bare allegation is not enough" to survive a motion to dismiss, and a pleading "must set forth  
22 sufficient facts to establish all necessary elements of a claim for relief." *Hay v. Hay*, 10 Nev. 196,  
23 198, 678 P.2d 672 (1985).  
24

### 25 b) The promissory note is not a security

26 As the Court alluded to in its Order, under the *Friend* analysis a reasonable trier of fact  
27  
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1 could find that the promissory note at issue is not a security. The moving Defendants contend that  
2 it is proper for the Court to make that decision on its own, given that the designation of a "security"  
3 is a matter of law, which is not left up to a jury of laypersons. Accordingly, the moving Defendants  
4 respectfully plead that the Court issue an Order declaring that the subject note is not a security,  
5 and therefore, that Plaintiffs, first, second, and third causes of action should necessarily be  
6 dismissed.  
7

### 8 III. Conclusion

9 Based upon the foregoing, Defendants pray that the instant Partial Motion to Dismiss be  
10 GRANTED in its entirety. Defendants also ask for attorney's fees, costs, and any other relief to  
11 which they are entitled.  
12

13 Dated this 20th day of March, 2019

14 HAROLD P. GEWERTER, ESQ., LTD.

15 /s/ Harold P. Gewerter, Esq.

16 HAROLD P. GEWERTER, ESQ.

17 Nevada Bar No. 499

18 1212 S. Casino Center Blvd.

19 Las Vegas, Nevada 89101

20 Tel: (702) 382-1714

21 Fax: (702) 382-1759

22 Email: harold@gewerterlaw.com

23 Attorneys for Defendants, *Ronald J. Robinson,*  
24 *Vern Rodriguez, and Alisa Davis*  
25  
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David Liebrader, Esq.  
The Law Offices of David Liebrader, APC  
601 S. Rancho Dr., Ste. D-29  
Las Vegas, NV 89106

/s/Sonja Howard  
An Employee of Harold P. Gewerter, Esq., Ltd.



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# EXHIBIT A



**ORDR**

Judge Douglas E. Smith  
Eighth Judicial District Court  
Department VIII  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, Nevada 89155  
(702) 671-4338

**EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA**

IN THE MATTER BETWEEN  
Steven A. Hotchkiss,

PLAINTIFF,

v.

Ronald J. Robinson; Vernon Rodriguez;  
Virtual Communications Corporation;  
Wintech, LLC; Retire Happy, LLC; Josh  
Stoll; Frank Yoder; Alisa Davis; and DOES  
1-10 and ROES 1-10, inclusively,

DEFENDANTS.

Case No.: A-17-762264-C  
Dept. No.: VIII

**ORDER DENYING PLAINTIFF'S  
MOTION FOR SUMMARY  
ADJUDICATION OF ISSUES**

**Hearing Date: January 29, 2019**  
**Hearing Time: 8:00 a.m.**

**ORDER**

On November 1, 2018, Plaintiff, Steven A. Hotchkiss (hereinafter, "Plaintiff") filed a Motion for Summary Adjudication of Issues. On November 16, 2018, Defendants Ronald J. Robinson, Vern Rodriguez, Wintech, LLC, and Alisa Davis (the "Wintech Defendants") filed their Opposition to Plaintiff's Motion. On November 19, 2018, Defendants Retire Happy, LLC and Josh Stoll (the "Retire Defendants") filed their Opposition to Plaintiff's Motion. This matter came before this Court for a hearing on January 29, 2019, with David Liebrader, Esq. appearing on behalf of the Plaintiff, T. Louis Palazzo, Esq. appearing on behalf of the Retire Defendants, and Harold P. Gewerter, Esq. appearing on behalf of the Wintech Defendants. Based on the papers and pleadings on file in this matter, the exhibits attached thereto, and the representations of counsel at the hearing, this Court finds, concludes and orders as follows:

**DOUGLAS E. SMITH**  
DISTRICT JUDGE

DEPARTMENT EIGHT  
LAS VEGAS NV 89155

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**FINDINGS OF FACT**

1. In 2014, Provident Trust Group, LLC ("Provident Trust"), a self-directed IRA for the benefit of Steven Hotchkiss, transferred \$75,000.00 to Virtual Communications Corporation ("VCC").
2. In exchange for the above-specified funds, VCC issued a promissory note to Provident Trust stating that VCC would remit payments to Provident Trust, and that the balance of the note would be paid in October, 2015.

**CONCLUSIONS OF LAW**

1. Summary judgment should be granted when the pleadings and other evidence show that "there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." NRCp 56(c).
2. A genuine issue of material fact is one where "the evidence is such that a rational trier of fact could return a verdict for the non-moving party." *Wood v. Safeway, Inc.*, 121 Nev. 724, 731 (2005).
3. Pursuant to NRS 90.295, "securities" include "notes," among other instruments.
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6. The Nevada Supreme Court then adopted a framework for testing whether "notes" are "securities" (the "*Friend*" analysis); under this analysis, the court begins with a presumption that every note is a security, which is rebuttable under either of two steps:
  - a. Under the first step, the note subject to review is compared to a series of notes that are not securities; and

1 b. Under the second step, the note subject to review is examined according to four  
2 factors: (1) motivation, (2) plan of distribution, (3) expectations, and (4) need for  
3 securities laws.

4 *Id.* at 121-24.

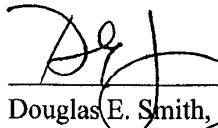
5 7. An analysis of the facts in this case, when viewed in the light most favorable to the non-  
6 moving parties (the "Wintech Defendants" and the "Retire Defendants," respectively),  
7 shows that a reasonable trier of fact could apply the *Friend* analysis and rebut the  
8 presumption that VCC's note was a security; therefore, summary judgment is not  
9 appropriate on the issue of whether VCC's note was a security.

10 8. The remaining issue upon which Plaintiff seeks summary adjudication (whether the VCC  
11 note was sold in violation of NRS 90.460) is moot, as it relies on this Court's granting of  
12 summary adjudication on the issue of whether the VCC note was a security.

13 **ORDER**

14 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff Steven  
15 Hotchkiss's Motion for Summary Adjudication is **DENIED**.

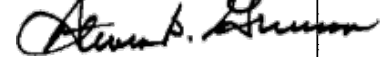
16  
17 Dated this 25 day of February, 2019.

18  
19   
20 Douglas E. Smith, DISTRICT COURT

21 I hereby certify that on or about the date signed, a copy of this order was electronically served  
22 and/or placed in the attorney folder maintained by the Clerk of the Court and/or mailed by U.S.  
mail to the following:

23 David Liebrader, Esq., THE LAW OFFICES OF DAVID LIEBRADER, APC  
24 T. Louis Palazzo, Esq., PALAZZO LAW FIRM  
Harold P. Gewerter, Esq., HAROLD P. GEWERTER, ESQ., LTD.

25  
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27 Jill Jacoby, Judicial Executive Assistant  
28



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

DISTRICT COURT  
CLARK COUNTY, NEVADA

IN THE MATTER BETWEEN	)	Case No. A-17-762264-C
	)	
Steven A. Hotchkiss,	)	Dept.: 8
	)	
PLAINTIFF,	)	OPPOSITION TO MOTION TO
	)	DIMISS
v.	)	
	)	
Ronald J. Robinson, Vernon Rodriguez, Virtual	)	
Communications Corporation, Wintech, LLC,	)	
Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa	)	
Davis and DOES 1-10 and ROES 1-10, inclusively	)	
	)	
DEFENDANTS	)	
	)	

**OPPOSITION**

Plaintiff files this Opposition to Defendants 12(b)(5)motion to dismiss for  
“failure to state a claim upon which relief can be granted.”

The motion is untimely, and factually incorrect, and should therefore be  
denied.

As a preliminary matter, the deadline for filing dispositive motions in this  
matter was March 8, 2019, making the motion untimely. Further, a motion for  
failure to state a claim is usually filed as a responsive pleading, because, if granted,  
leave to amend the pleadings is generally permitted. At this late date, this would be  
grounds for unreasonable delay.

1           The whole basis for Defendants' motion is the court's denial of Plaintiff's  
2 motion for summary adjudication, where the court declined - before hearing evidence  
3 at trial - to deem the promissory note at issue in this case a security. The court stated  
4 that a reasonable trier of fact could apply the "Friend analysis", and rebut the  
5 presumption that the VCC note was a security." This was the sole basis to deny the  
6 motion given by the court.

7           In mis-categorizing the ruling, Defendants prefer to skip over the parts in the  
8 order concerning the "trier of fact" hearing the evidence and the "presumption" that  
9 exists at law that the note is a security under the Friend test.

10           Defendants also fail to disclose that Defendants themselves referred to the  
11 Note as a security in numerous documents, including a power point presentation  
12 prepared by Defendants to show to potential investors during the solicitation process.  
13 See Exhibit "B", page 50, attached."

14           As further proof that a motion to dismiss should be denied is a ruling from  
15 Judge Williams in a separate matter involving the same promissory Note, whereby  
16 Judge Williams concluded that the VCC Note was a security. See Exhibit "A"  
17 attached.

18           Because a reasonable trier of fact could conclude after receiving evidence at  
19 trial that the note is a security (thereby agreeing with Judge Williams, as well as  
20 Defendants' own power point presentation) the court should deny the motion to  
21 dismiss and allow the issue to be decided at trial.

#### 22                           LEGAL SUPPORT

23                           

---

  
24                           <sup>1</sup> State v. Friend, 40 P.3d 436, 118 Nev. 115 (Nev. 2002)

1 NRCP 12(b) (5) specifically provides that the defense of the “failure to state a  
2 claim upon which relief can be granted” may be made by motion. Gull v. Hoalst, 77  
3 Nev.54, 359, P.2d 383 (1961.) Such a motion tests the legal sufficiency of the claim  
4 set out against the moving party.

5 The statement is often made that such a motion should not be granted unless it  
6 appears to a certainty that plaintiff is entitled to no relief under any set of facts which  
7 could be proved in support of the claim. See Zalk-Josephs Co. V. Wells-Cargo, Inc.,  
8 81Nev. 163, 400 P.2d 621 (1965); Edgar v. Wagner, 101 Nev. 226, 699 P.2d 110  
9 (1985); See also Tahoe Village Homeowners Association v. Douglas County, 106 Nev.  
10 660, 799 P.2d 556 (1990); Vacation Village, Inc. v. Hitachi America, Ltd. 110 Nev.  
11 481, 874 P.2d 744 (1994); Morris v. Bank of America Nevada, 110 Nev. 1274, 886 P.2d  
12 454 (1994); Knittle v. Progressive Cas. Ins. Co., 112 Nev. 8, 908 P.2d 724 (1996);  
13 Brelant v. Preferred Equities Corp., 112 Nev. 663, 918 P.2d 314 (1996); Simpson v.  
14 Mars Inc., 113 Nev. 188, 929 P.2d 969 (1997); Bratcher v. City of Las Vegas, 113 Nev.  
15 502, 937 P.2d 485 (1997).

16 The success or failure of such a motion will normally depend upon the  
17 substantive law involved. For the purpose of considering a Rule 12(b)(5) motion, a  
18 court must accept the allegations of the complaint as true. Hansen-Niederhauser v.  
19 Nevada Tax Commission, 81 Nev. 307, 402 P.2d 480 (1965); Haertel v. Sonshine  
20 Carpet Co., 102 Nev. 614, 730 P.2d 428 (1986); Snyder v. Viand, 110 Nev. 1339, 885  
21 P.3d 610 (1994).

22 Where no prejudice to a defendant results and where justice requires it, leave  
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1 to amend should be granted. See Fisher v. Executive Fund Life Insurance Co., 88  
2 Nev. 704, 504 P.2d 700 (1972.)

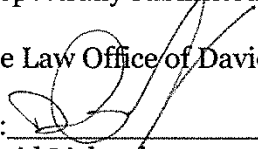
3 CONCLUSION

4 Accepting the allegations in the complaint as true, and considering that  
5 Defendants themselves referred to the Notes as a security, the court should deny the  
6 motion, and permit the trier of fact to decide the issue of whether the notes are  
7 securities.

8  
9 Dated: April 1, 2019

Respectfully submitted,

10 The Law Office of David Liebrader, Inc.

11 By:   
12 David Liebrader  
13 Attorney for Plaintiff  
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CERTIFICATE OF MAILING

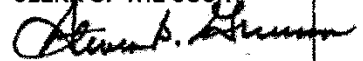
I hereby certify that on the 1<sup>st</sup> day of April, 2019, I mailed a copy of the foregoing  
Opposition to motion to dismiss/supporting Declaration  
to the following

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

Louis Palazzo, Esq.  
Palazzo Law Firm  
520 S 4th St #200  
Las Vegas, NV 89101

  
An Employee of The Law Office of David Liebrader

## **EXHIBIT “A”**



1 DAVID LIEBRADER, ESQ.  
2 STATE BAR NO. 5048  
3 THE LAW OFFICES OF DAVID LIEBRADER, APC  
4 601 S. RANCHO DR. STE. D-29  
5 LAS VEGAS, NV 89106  
6 PH: (702) 380-3131  
7 Attorney for Plaintiff

8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

10 IN THE MATTER BETWEEN

) Case No. A-15-725246

11 Reva Waldo,

) Dept.: 16

12 PLAINTIFF,

) FINDINGS OF FACT,  
) CONCLUSIONS OF LAW AND  
) ORDER ON DEFENDANT  
) RONALD J. ROBINSON'S  
) LIABILITY

13 v.

14 Ronald J. Robinson, Virtual Communications  
15 Corporation, Retire Happy, LLC, Julie Minuskin  
16 and DOES 1-10 and ROES 1-10, inclusively

17 DEFENDANTS

18 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

19 This matter was submitted for a bench trial before the Hon. Timothy Williams  
20 on June 25-27, 2018. Prior to trial there was extensive briefing on the issues,  
21 specifically motions for summary judgment, a motion for summary adjudication of  
22 issues, a motion to dismiss, and a motion on whether Plaintiff had standing to bring  
23 her claim. Furthermore, after trial the court received post trial briefs from the parties  
24 and heard oral argument on September 20, 2018.

25 **FINDINGS OF FACT; CONCLUSIONS OF LAW**

26 After considering the testimony of the parties and witnesses, the exhibits  
27 offered and received into evidence, the parties' briefs, the arguments of counsel, and  
28 the rulings issued by this court on previously submitted matters, the Court makes the

1 following findings:

2 That Plaintiff, Reva Waldo, loaned \$111,000 to Virtual Communications  
3 Corporation ("VCC") on April 17, 2014. VCC agreed to make monthly 9% interest  
4 payments on the promissory note (the "Note"), and to return Plaintiff's principal by  
5 October 17, 2015.

6 That VCC stopped making payments in February, 2015. On September 7, 2015,  
7 Plaintiff notified VCC that they were in default under the Note terms for failing to pay  
8 interest.

9 That on April 16, 2018 the court ruled on Plaintiff's motion for summary  
10 judgment, finding that VCC was in default under the terms and conditions of the  
11 Note. The Court also made the following findings:

- 12 (a) that the VCC note was a security;  
13 (b) that the VCC Note was not registered nor exempt from registration;  
14 (c) that VCC employed an unlicensed broker dealer to sell the VCC Notes; and  
15 (d) that Ronald Robinson was a control person under the Nevada Securities  
16 Act.

17  
18 On May 22, 2018 VCC filed for Chapter 11 bankruptcy protection, and all  
19 proceedings against VCC were stayed. The case proceeded against the other,  
20 nonbankrupt defendants.

21 The evidence introduced at trial proved by a preponderance of the evidence  
22 that the Note bears the signature of Defendant Ronald Robinson, as guarantor. Mr.  
23 Robinson claimed that his signature was used without his permission, and that he did  
24

1 not intend to guarantee repayment.

2 The Court found Defendant Robinson's position unpersuasive. No less than six  
3 separate documents introduced at trial evidenced Mr. Robinson's intent to guarantee  
4 the Note. Also, the combined testimony of witnesses Alisa Davis, Julie Minuskin and  
5 Frank Yoder were contrary to Defendant Robinson's assertion that his signature was  
6 used without his permission.

7 The evidence at trial established that Plaintiff, Reva Waldo, met her burden of  
8 proof in establishing that Defendant Robinson knew of, and intended to guarantee  
9 the Note.

10 The evidence further established that Defendant Robinson was a control person  
11 of VCC, and knew his personal guarantee was being used specifically for the purpose of  
12 soliciting investors.

13 The Court finds Defendant Robinson liable for violations of NRS 90.460 (sale  
14 of unregistered securities) and 90.660 (civil liability under the Nevada Securities  
15 Laws) as a control person for VCC.

16 The Court further finds that Defendant Robinson's conduct was in violation of  
17 the Nevada Deceptive Trade Practices (NRS 598.092), and based upon clear and  
18 convincing evidence, punitive damages will be considered by the court based upon  
19 Plaintiff Reva Waldo's age under NRS 598.0977.


20 The Court finds that Plaintiff is entitled to compensatory damages in the  
21 amount of \$111,000.00, interest at 9% per year, and penalties under the Note from  
22 the time of Default.

23 Upon Motion by the Plaintiff, the Court shall set a hearing to consider and  
24

1 assess the award of punitive damages. After entry of judgment the court will consider  
2 an award of attorney's fees.  
3

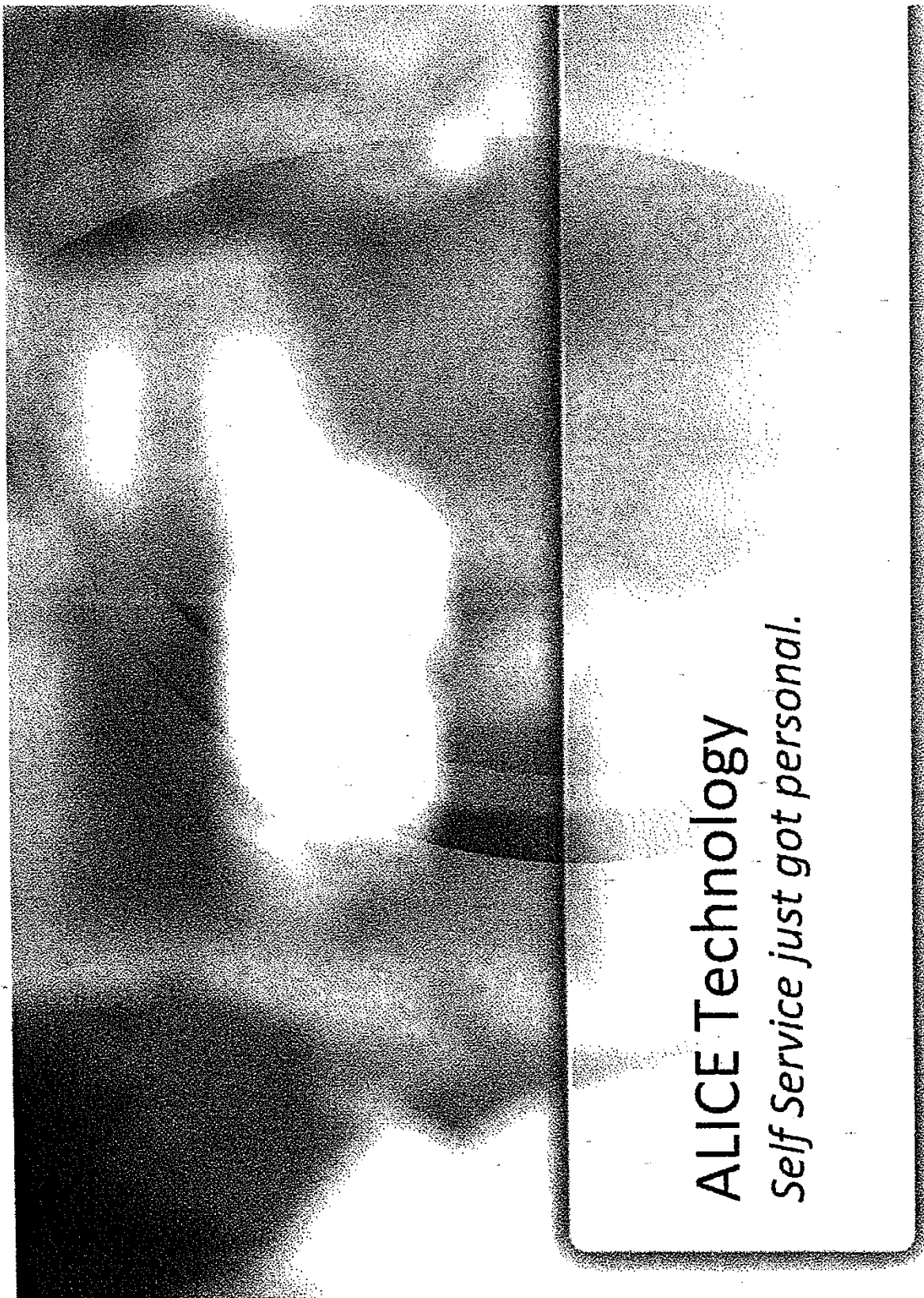
4 IT IS SO ORDERED:

5 Dated this 4 <sup>December</sup> ~~th day of November~~, 2018  
6

7   
8 Hon. Timothy Williams  
9 District Court Judge

10 Submitted by: /s/: David Liebrader  
11 David Liebrader, Esq.  
12 Attorney for Plaintiff  
13  
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## **EXHIBIT “B”**



ALICE Technology  
*Self Service just got personal.*



# Disclaimer

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THIS PRESENTATION BELONGS EXCLUSIVELY TO WINTECH, LLC. A WHOLLY OWNED COMPANY OF VIRTUAL COMMUNICATIONS CORPORATION. IT DOES NOT IMPLY AN OFFERING OF SECURITIES.

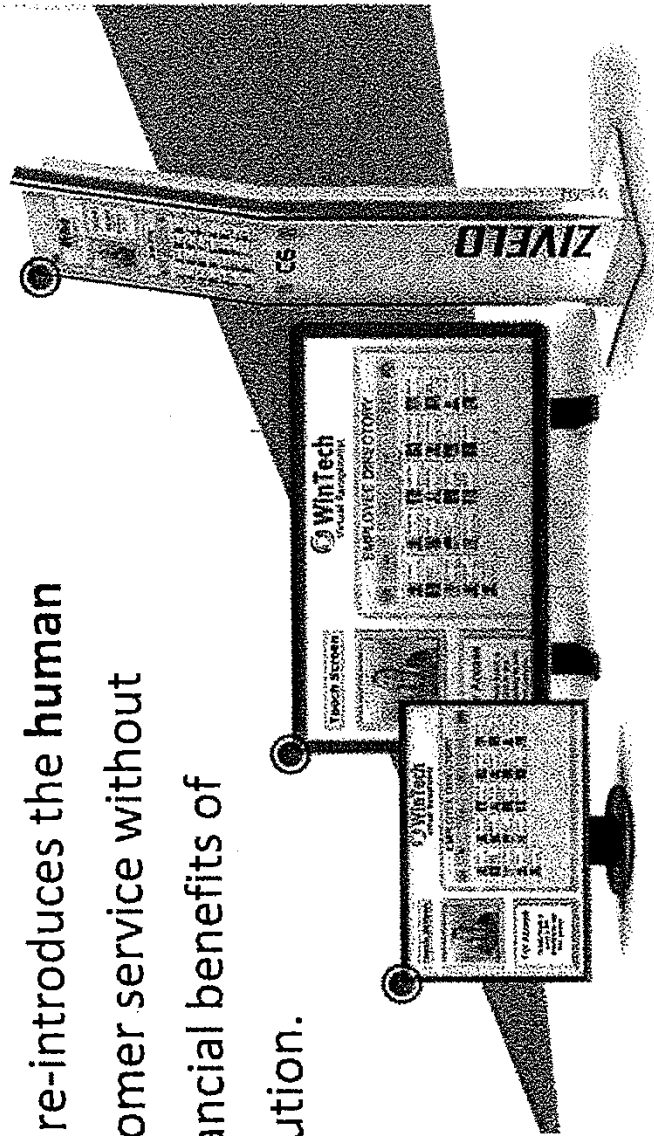
## FORWARD-LOOKING STATEMENTS:

THIS PRESENTATION CONTAINS FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF SECTION 27A OF THE SECURITIES ACT OF 1933 AND SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934. ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE PROJECTED IN THE FORWARD-LOOKING STATEMENTS AS A RESULT OF THE RISK-RELATED FACTORS SET FORTH HEREIN.

# ALICE Technology

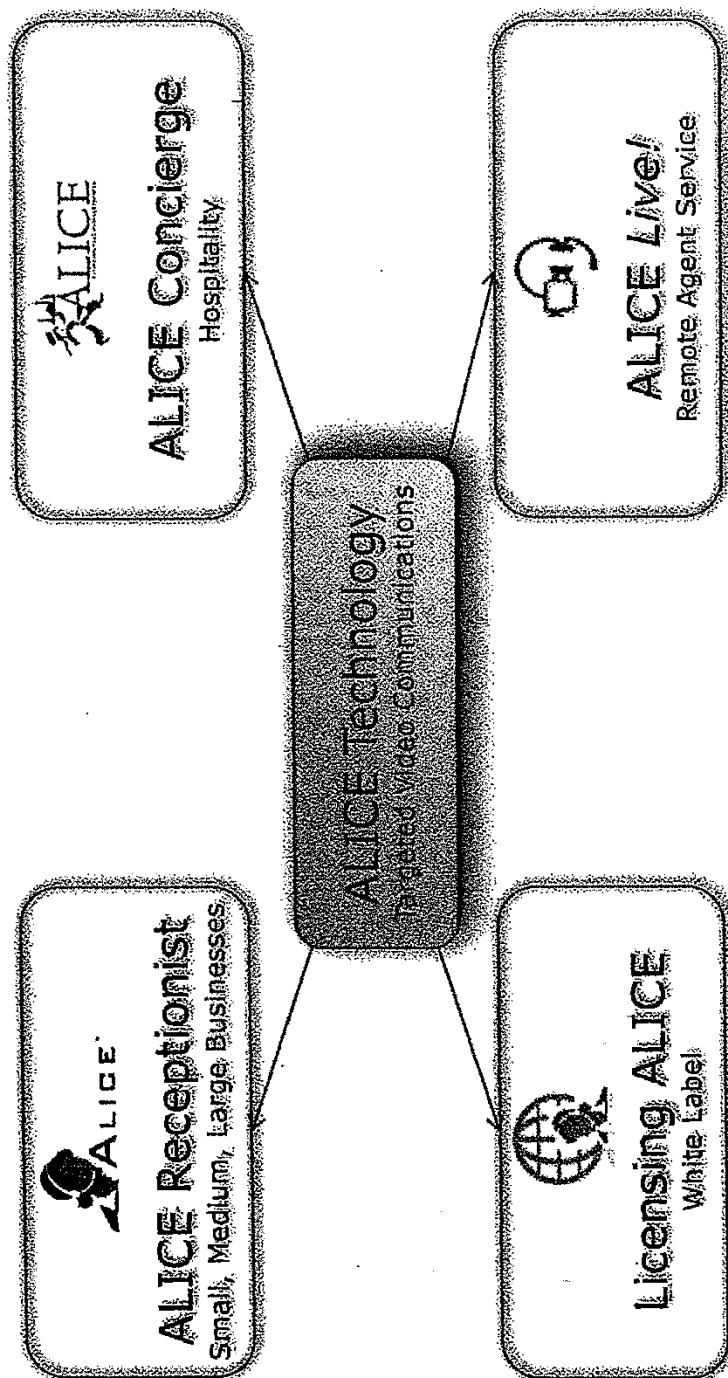
ALICE technology delivers on-demand, customer care through live, 2-way video communications.

ALICE Technology re-introduces the **human element** into customer service without sacrificing the financial benefits of an automated solution.



# Markets

Our Target is a \$120 billion global market:



# Management



**S. Vernon Rodriguez, Chief Executive Officer:** Mr. Rodriguez brings over 40 years of senior management experience to WINTECH. He has specialized in the development of sales and marketing strategies and systems for financial services firms throughout his career. He has a degree in marketing and political science from the University of New Mexico. He has succeeded in the recruitment, training and supervision of several thousand salespeople in the insurance, mortgage and leasing industries. He has been instrumental in the start-up, development and expansion of many firms in the past. He is specially qualified to oversee the operations, marketing and development of WINTECH into the future.

**Frank Yoder, President and Chief Operations Officer:** With over 30 years experience in application development, user interface design, computer telephony integration and VoIP (Voice over IP) technologies, Frank brings a wealth of knowledge and experience to WINTECH in the collaboration of voice, video and customer facing applications. He received his extensive experience working with fortune 500 companies on groundbreaking technology projects over the span of his entire career. Frank studied Computer Science at Old Dominion University, North Carolina State University, Elizabeth City State University, and the University of Utah. He is actively involved in his community. Frank sits on the Computer Science Advisory Council for the College of Engineering at UNLV.

**Mike Yoder, Executive Vice President and Chief Technology Officer:** Mike Yoder has over 25 years' experience in software development and software products development. As CTO, Mike oversees the development of ALICE Technology, the ALICE Receptionist and the ALICE Concierge products. With his extensive experience and management skills, Mike is uniquely qualified to navigate the challenges of pioneering the innovative use of ALICE technology and the ALICE products. Mike's guidance, vision, direction and oversight for WINTECH is invaluable. Mr. Yoder is actively involved in his community and industry organizations including serving on the Board of Trustees for Helping Hands of Vegas Valley, Technology Business Alliance of Nevada, and as a member of the Steering Committee for The Southern Nevada Commercial Group.

# Business Model



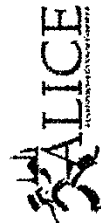
**ALICE Receptionist:** WinTech has experienced impressive success with the release of its flagship product utilizing its patent pending ALICE Technology. WinTech installed over 2,500 licenses, sold to 45 companies throughout the US, Canada, the UK, and Australia in its first year. As the only visitor management solution in its class, ALICE Receptionist has won notoriety and national recognition as one of the Inc. Magazines "6 Cutting-Edge Gadgets to Watch".



**ALICE Technology Licensing:** ALICE Receptionist technology is licensed to ZIVELLO for their Virtual Receptionist Kiosk. ZIVELLO serves the private sector as well as the Government. As the only Kiosk manufacturer on the GSA schedule and a major supplier of kiosks to many branches of the Government, ZIVELLO markets their Virtual Receptionist Kiosk through their extensive government contacts and relationships. ZIVELLO is the first of many forthcoming white label opportunities for the licensing of ALICE Technology.



**ALICE Live!:** Provides an on-demand video agent to serve as a live receptionist for the ALICE Receptionist product. Calls received in the ALICE Receptionist system can be re-routed to a contact center member of the ALICE Live! Service Channel at the push of a button. Projected to generate reoccurring revenue that has the potential to far outpace the revenue generated from the actual ALICE Receptionist sales. ALICE Live! is offered for a low monthly fee for the complete solution.

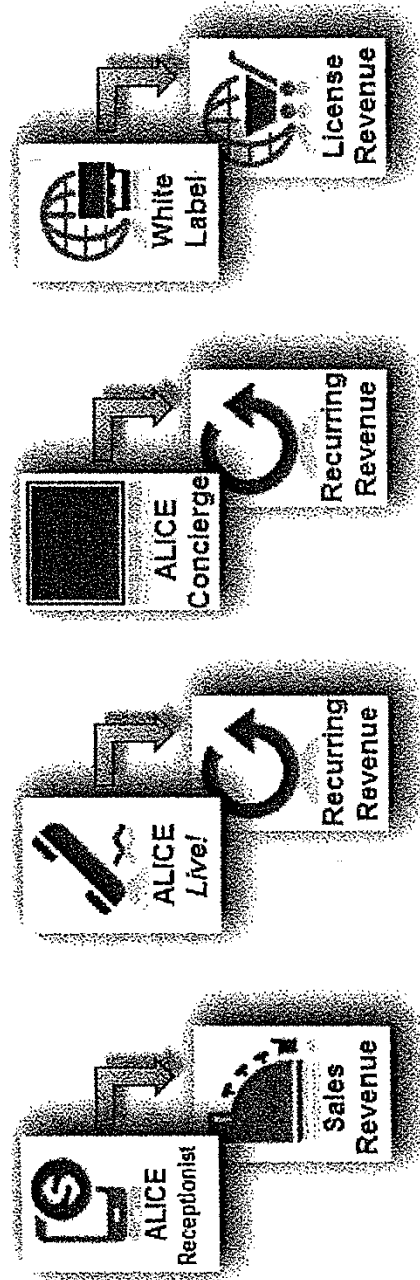


**ALICE Concierge:** The ALICE Concierge product/service utilizes ALICE Technology to provide in-room concierge service. Guests speak directly to a live, ALICE Concierge, appearing on their in-room TV screen, who provides traditional concierge services. The ALICE Concierge delivers real-time, personalized content on the TV screen relevant to the guest requests during the conversation.

# Revenue

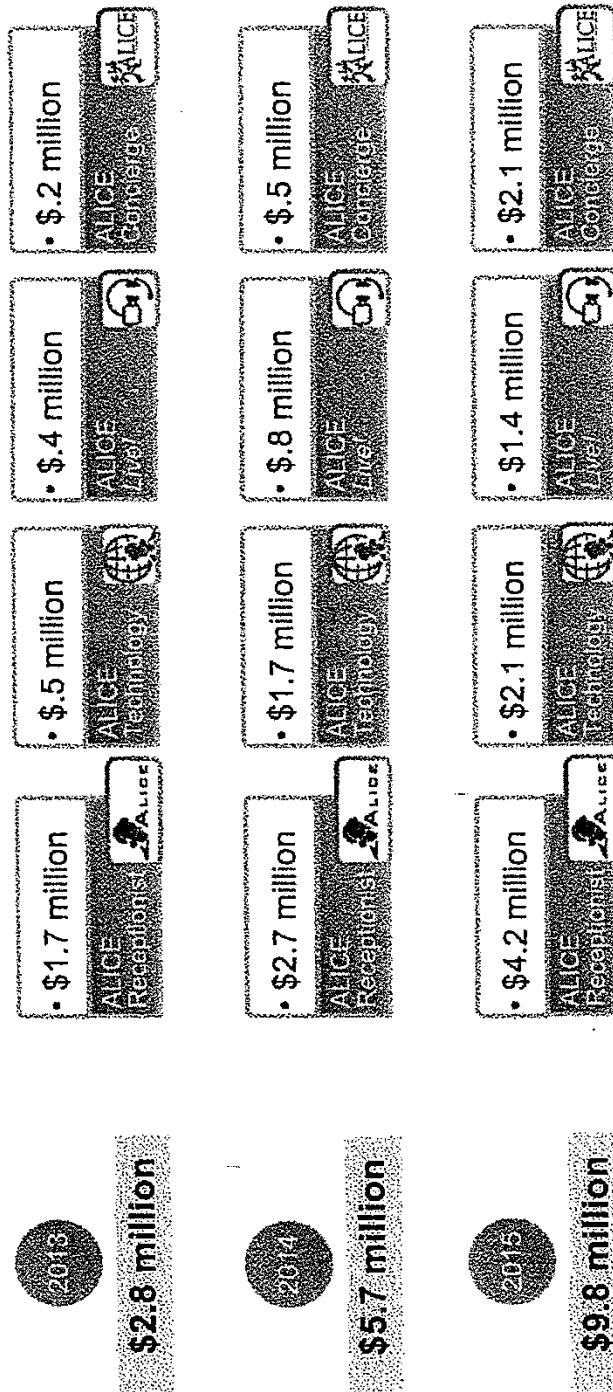
## Multiple revenue streams from the sales and licensing of ALICE Technology.

- **ALICE Receptionist:** WinTech receives perpetual licenses fees from the sales of ALICE Receptionist and reoccurring fees from annual Support & Maintenance contracts.
- **ALICE Live!:** WinTech receives reoccurring revenue on a monthly basis from all ALICE Live! service contracts.
- **ALICE Concierge:** WinTech receives commission as well as a transaction fee on all purchases.
- **ALICE Technology LICENSING:** WinTech receives license fees for each white label unit embedded with ALICE Technology and ongoing fees from service contracts.



# Revenue Forecast

## 3 Year Growth Projections by product/service.



# Agreements



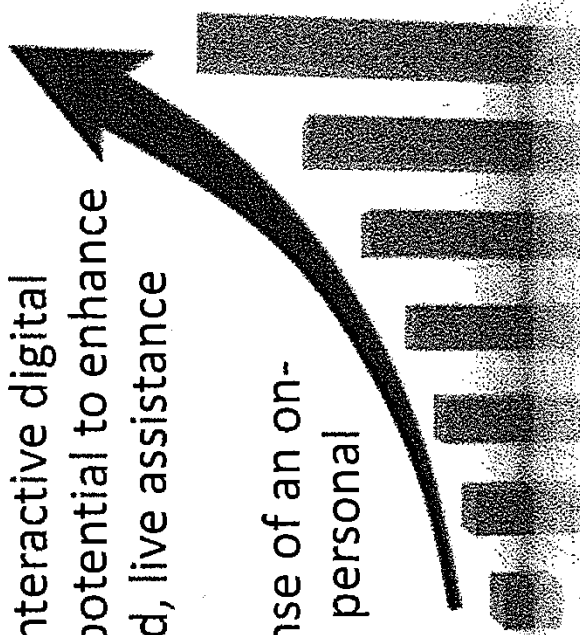
- ZIVELO, the largest Kiosk manufacturer in the world contracts to white label (license) ALICE Technology for their Virtual Receptionist Kiosk. Letter Of Intent (LOI) on file with Retire Happy.
- Holiday Inn & Suites Airport contracts to license the ALICE Concierge product/service. Letter Of Intent (LOI) on file with Retire Happy.
- TelAssistant joins the ALICE Live! Service Channel.



# The Opportunity is Now

---

- **Increased demand for ALICE Receptionist due to:**  
Organizations searching for ways to save money and gain efficiencies. ALICE Receptionist does both with a typical ROI of 3 months.
- **Increased acceptance for ALICE Technology:** Wide spread acceptance of Self Serve kiosks and interactive digital signage is on the rise. ALICE has the potential to enhance all self-service solutions with targeted, live assistance through video communication.
- **ALICE Live!** eliminates the high expense of an on-site employee without sacrificing the personal service of human interaction.



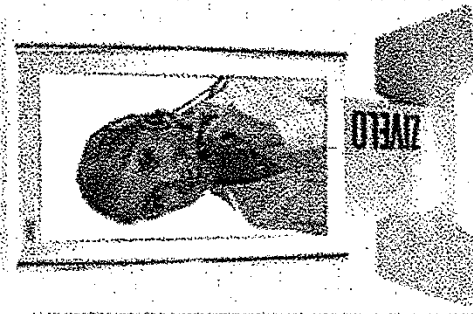
# Growth Strategy

---

We are seeking \$1 million in capital to implement our growth strategy and to maximize market opportunities

---

- **Capitalize** on the success of our current ALICE Receptionist sales momentum through the growth of our Reseller Channel.
- **Acquire** additional ALICE Technology Licensing/white label contracts.
- **Launch** ALICE *Live!* service offering.
- **Introduce** WinTech's new product utilizing ALICE Technology - The ALICE Concierge!



# Offering Summary

**Securities:** 9% Notes

**Minimum Offering:** \$20,000    **Maximum Offering:** \$1,000,000

## **TERMS OF SECURITIES:**

### **Return:**

Notes have a term of 18 months, with a 6 month extension option. Note pays 9% annually with interest paid monthly. (Escrow Agent: Provident Trust Group)

### **Secured:**

Notes are secured by a Promissory Note. The Guarantor of the note is Mr. R.J. Robinson, chairman & CEO of Virtual Communications Corporation. Mr. Robinson has a net worth of \$17,698,000. Financial Statement is available for inspection in the offices of Retire Happy.

### **Termination Date:**

June 15, 2014, unless extended by the Company's board of directors.

# Thank You

---

Hotchkiss Trial Exhibits 000051

For more information, please contact:

Mr. Vernon Rodriguez

CEO

WinTech, LLC a Virtual Communications Corporation company

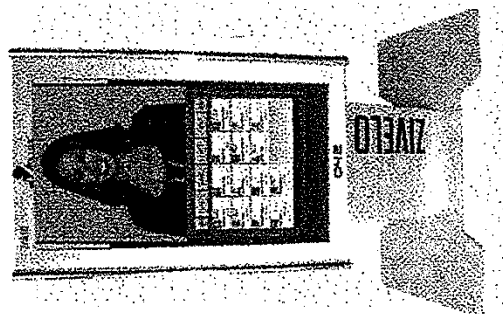
311 East Warm Springs Road, Suite 100

Las Vegas, NV 89119

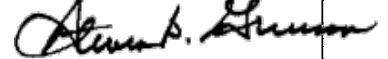
702.480.0607

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

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



APP000360



1 DAVID LIEBRADER, ESQ.  
2 STATE BAR NO. 5048  
3 THE LAW OFFICES OF DAVID LIEBRADER, APC  
4 601 S. RANCHO DR. STE. D-29  
5 LAS VEGAS, NV 89106  
6 PH: (702) 380-3131  
7 Attorney for Plaintiff

8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

10 IN THE MATTER BETWEEN ) Case No. A-17-762264-C  
11 Steven A. Hotchkiss, )  
12 ) Dept.: 8  
13 PLAINTIFF, ) PRE TRIAL MEMORANDUM  
14 )  
15 v. )  
16 )  
17 Ronald J. Robinson, Vernon Rodriguez, Virtual )  
18 Communications Corporation, Wintech, LLC, )  
19 Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa )  
20 Davis and DOES 1-10 and ROES 1-10, inclusively )  
21 )  
22 DEFENDANTS )  
23 )  
24 )  
25 )  
26 )

27 **PRE-TRIAL MEMORANDUM**

28 COME NOW the Plaintiff, Steven Hotchkiss, by and through his attorney, David  
29 Liebrader, to submit this Pre-Trial Memorandum.

30 **BRIEF STATEMENT OF FACTS**

31 This is an action to recover money owed under a promissory note. Plaintiff loaned  
32 \$75,000 to Virtual Communications Corporation ("VCC") on September 23, 2013. VCC  
33 agreed to make monthly 9% interest payments on the Note, and return Plaintiff's principal by  
34 March 23, 2015. On August 26, 2017 Plaintiff notified VCC that they were in default under  
35 the Note for failing to pay interest as due.

36 The Note bears the signature of Ronald Robinson as guarantor. Mr. Robinson claims  
37 that the signature was used without his permission, and that he did not intend to guaranty the

1 note In addition to claims for breach of contract and fraud, Plaintiff seeks damages under  
2 the Nevada Securities Act under three theories; that the VCC Promissory notes were (1)  
3 unregistered securities sold by (2) an unregistered broker dealer via (3) misrepresentations and  
4 omissions. In addition to seeking to hold VCC liable for these statutory violations, Plaintiff  
5 also seeks to hold Mr. Robinson and Mr. Rodriguez liable as control persons for VCC.

6 The Plaintiff seeks statutory damages under the Nevada Securities Act, as well as  
7 damages provided for under the note terms.

8 I.

9 **PROCEDURAL STATUS**

10 Pending before the court is Defendant Robinson, Davis and Rodriguez' s motion to  
11 dismiss for failure to state a claim. It is anticipated that Defendants Retire Happy, LLC and  
12 Josh Stoll will be filing a motion for good faith settlement determination, as Plaintiff and  
13 Defendants Stoll and Retire Happy recently settled with each other. Plaintiff set the date of  
14 April 26, 2019 for a pretrial meeting at his office, but neither counsel for Defendants attended,  
15 nor did they suggest alternate dates. Plaintiff's counsel also sent a draft of this pretrial  
16 memorandum to Defendants' counsel seeking input, but received no response from them. As a  
17 result, this pretrial memorandum is being filed by Plaintiff alone.

18 II.

19 **LIST OF ALL CLAIMS**

- 20 1. Fraud, misrepresentations and omissions  
21 2. Violation of Nevada securities licensing and registration laws NRS 90.310, 90.460 and  
22 90.660  
23 3. Violation of Nevada Securities laws (misrepresentations and omissions) 90.570 and  
24

90.660

4. Breach of written contract

III.

**LIST OF AFFIRMATIVE DEFENSES**

Various affirmative defenses were asserted

IV.

**LIST OF ALL CLAIMS TO BE ABANDONED**

None

V.

**LIST OF ALL EXHIBITS**

1. September 23, 2013 promissory note; Hotchkiss Trial Exhibits 001-003.

2. Demand letter to Ronald Robinson; Hotchkiss Trial Exhibits 004.

3. Email communications between Julie Minuskin and Ronald Robinson; Hotchkiss Trial Exhibits 005- 007.

4. Agreement dated December 7, 2012 between VCC and Retire Happy, LLC; Hotchkiss Trial Exhibits 008.

5. Ronald Robinson statement of net worth; Hotchkiss Trial Exhibits 009-011.

6. Agreement R.J. Robinson and VCC dated January 15, 2013; Hotchkiss Trial Exhibits 012.

7. Steve Hotchkiss emails to and from VCC; Hotchkiss Trial Exhibits 013-020.

8. email communications between Steve Hotchkiss and Josh Stoll re VCC; Hotchkiss Trial Exhibits 021-027.

1 9. Frank Yoder produced documents relating to VCC investigation into Ron Robinson;  
2 Hotchkiss Trial Exhibits 028-034.

3 10. Emails and Power Point Presentation 1.3 between Frank Yoder, Julie Minuskin and  
4 Ronald Robinson; Hotchkiss Trial Exhibits 035-051.

5 11. Email communications between Frank Yoder and Ron Robinson; Hotchkiss Trial  
6 Exhibits 052-055.

7 12. Email communications between Alisa Davis and Julie Minuskin re: Robinson's initials  
8 and signature; Hotchkiss Trial Exhibits 056-063.

9 13. Email communications between Alisa Davis and Julie Minuskin re: updated power  
10 point presentation; Hotchkiss Trial Exhibits 064-084.

11 14. Updated VCC PowerPoint presentation; Hotchkiss Trial Exhibits 085-100.

12 15. Alisa Davis Affidavit; Hotchkiss Trial Exhibits 101-102.

13 16. Nevada Secretary of State certificate of absence of record; Hotchkiss Trial Exhibits  
14 103.

15 17. VCC list of officers filed with NV SOS; Hotchkiss Trial Exhibits 104-120.

16 18. Complaint for forfeiture, stipulation and order in case A-09-596643-C; Hotchkiss Trial  
17 Exhibits 121- 126.

18 19. Pleadings from Minuskin adv. Robinson filed in EJDC; Hotchkiss Trial Exhibits 127-  
19 147.

20 20. Deposition transcript Vern Rodriguez in Waldo v. Robinson; Hotchkiss Trial Exhibits  
21 148-167.

22 21. VCC financial statements dated September 30, 2014; Hotchkiss Trial Exhibits 168-  
23 179.



- 1 22. VCC Private Placement Memorandum dated February 22, 2016; Hotchkiss Trial  
2 Exhibits 180-222.
- 3 23. VCC Preliminary Offering Circular dated August 17, 2015; Hotchkiss Trial Exhibits  
4 223-331.
- 5 24. Reporter's Transcript Alisa Davis testimony in Waldo v. Robinson; Hotchkiss Trial  
6 Exhibits 332-401.
- 7 25. Reporter's Transcript Ronald Robinson testimony in Waldo v. Robinson; Hotchkiss  
8 Trial Exhibits 402-531.
- 9 26. Deposition of Ronald Robinson in Waldo v. Robinson; Hotchkiss Trial Exhibits 532-  
10 681.
- 11 27. Judgment and Findings of Facts; Conclusions of Law from Waldo v. Robinson;  
12 Hotchkiss Trial Exhibits 682-687.

13 VI.

14 **AGREEMENTS TO LIMIT OR EXCLUDE EVIDENCE**

15 None.

16 VII.

17 **LIST OF WITNESSES**

18 Steven A. Hotchkiss  
19 C/o Dave Liebrader  
20 601 S. Rancho Dr. Ste D-29  
21 Las Vegas, NV 89106  
22 (702) 380-3131  
23 Who will testify as to the events and circumstances set forth in the complaint and  
24 answer.

25 Gayla Hotchkiss  
26 C/o Dave Liebrader  
601 S. Rancho Dr. Ste. D-29  
Las Vegas, NV 89106

1 (702) 380-3131

2 Who will testify as to the events and circumstances set forth in the complaint and  
3 answer.

4 Ron Robinson

5 c/o Harold Gewerter, Esq.

6 Gewerter Law Office

7 1212 Casino Center Boulevard

8 Las Vegas, NV 89104

9 Who will testify as to the events and circumstances set forth in the complaint and  
10 answer.

11 Vern Rodriguez

12 c/o Harold Gewerter, Esq.

13 Gewerter Law Office

14 1212 Casino Center Boulevard

15 Las Vegas, NV 89104

16 Who will testify as to the events and circumstances set forth in the complaint and  
17 answer.

18 Alisa Davis

19 c/o Harold Gewerter, Esq.

20 Gewerter Law Office

21 1212 Casino Center Boulevard

22 Las Vegas, NV 89104

23 Who will testify as to the events and circumstances set forth in the complaint and  
24 answer.

25 PMK Accounting/Finance Dept. for Virtual Communications Corp

26 c/o Harold Gewerter, Esq.

Gewerter Law Office

1212 Casino Center Boulevard

Las Vegas, NV 89104

Who will testify as to the events and circumstances set forth in the complaint and  
answer.

PMK Accounting/Finance Dept. for Wintech LLC

c/o Harold Gewerter, Esq.

Gewerter Law Office

1212 Casino Center Boulevard

Las Vegas, NV 89104

Who will testify as to the events and circumstances set forth in the complaint and  
answer.

Frank Yoder

3055 Red Mountain, Unit 93  
Mesa, AZ 85207

Who will testify as to the events and circumstances set forth in the complaint and answer.

Julie Minuskin  
C/o Louis Palazzo, Esq.  
Palazzo Law Firm  
520 S 4th St #200  
Las Vegas, NV 89101

Who will testify as to the events and circumstances set forth in the complaint and answer.

Josh Stoll  
C/o Louis Palazzo, Esq.  
Palazzo Law Firm  
520 S 4th St #200  
Las Vegas, NV 89101

Who will testify as to the events and circumstances set forth in the complaint and answer.

Timothy Eacobacci  
c/o Nevada Secretary of State  
555 E Washington Ave. Ste. 5200  
Las Vegas, NV 89101  
(702) 486-2440

Who will testify to the lack of registration of the VCC Securities at issue in this case.

## VIII.

### PRINCIPAL ISSUES OF LAW

1. Whether or not the VCC Promissory Note is a security under Nevada law:  
  
**Plaintiff's position:** Pursuant to the State v. Friend "Family Resemblance Test", SEC v. Howey, 328 US 293 (1946), as well as Defendants' conduct in referring to the Promissory Notes as Securities, the Court should make a finding that the Notes are Securities under Nevada law  
  
**Defendant's position**

Defendants contend that the Notes are not securities

2. Whether Ronald Robinson is a guarantor under the terms of the promissory note

**Plaintiff's position:** Robinson intended to guarantee the notes, and knew that his granddaughter, Defendant Alisa Davis was sending blank notes bearing his signature as guarantor to Retire Happy for them to use to sell the Notes to investors.

**Defendant's position**

Unknown

3. Whether VCC is in default under the terms of the promissory note

**Plaintiff's position:** Both Ronald Robinson and Vern Rodriguez have acknowledged that VCC is in default under the note terms.

**Defendant's position**

Same.

4. Whether Ronald Robinson and Vern Rodriguez are liable as control persons

**Plaintiff's position:** Ronald Robinson and Vern Rodriguez both meet the statutory definition of control person under Nevada Administrative Code section 90.035 because they were both officers and directors of VCC and were in a position to influence the decision-making processes of VCC.

**Defendant's position**

Defendants deny control person status and liability.

IX.

**TIME REQUIRED FOR TRIAL**

Plaintiff and Defendants both agree that the estimate for trial time is 3 days.

X

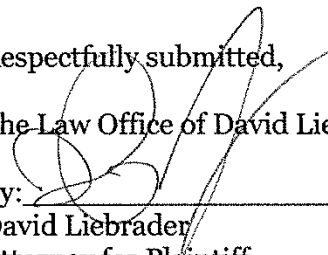
**OTHER MATTERS**

None

Dated: April 1, 2019

Respectfully submitted,

The Law Office of David Liebrader, Inc.

By:   
David Liebrader  
Attorney for Plaintiff

1  
2 CERTIFICATE OF MAILING

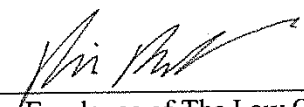
3 I hereby certify that on the 1st day of April, 2019, I mailed a copy of the foregoing

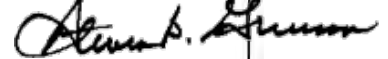
4 Pretrial memo

5 to the following

6  
7 Harold Gewerter, Esq.  
8 Gewerter Law Firm  
9 1212 Casino Center Boulevard  
10 Las Vegas, NV 89104

11 Louis Palazzo, Esq.  
12 Palazzo Law Firm  
13 520 S 4th St #200  
14 Las Vegas, NV 89101

15  
16   
17 \_\_\_\_\_  
18 An Employee of The Law Office of David Liebrader  
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26



1 T. LOUIS PALAZZO, ESQUIRE  
2 Nevada Bar No. 4128  
3 PALAZZO LAW FIRM  
4 A PROFESSIONAL LAW CORPORATION  
5 520 South Fourth Street, Second Floor  
6 Las Vegas, Nevada 89101  
7 Tele: 702/385-3850  
8 Fax: 702/385-3855  
9 *Attorney for Defendants,*  
10 **RETIRE HAPPY, LLC and JOSH STOLL**

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

13 IN THE MATTER BETWEEN,

Case No. A-17-762264-C

14 Steven A. Hotchkiss,

Dept. 8

15 Plaintiff,

**MOTION FOR DETERMINATION OF**  
**GOOD FAITH SETTLEMENT ON**  
**ORDER SHORTENING TIME**

16 vs.

17 Ronald J. Robinson, Vernon Rodriquez,  
18 Virtual Communications Corporation,  
19 Wintech, LLC, Retire Happy, LLC, Josh  
20 Stoll, Frank Yoder, Alisa Davis and DOES 1-  
21 10 and ROES 1-10, inclusively,

DATE OF HEARING: 4/9/19  
TIME OF HEARING: 8:00 A.M.

22 Defendants.

23 COME NOW the Defendants, RETIRE HAPPY, LLC and JOSH STOLL (together referred  
24 to as Defendants herein) by and through their attorney, T. LOUIS PALAZZO, ESQ., of PALAZZO  
25 LAW FIRM, hereby submits their Motion for Determination of Good Faith Settlement.

26 This Motion is made and based upon the attached Memorandum of Points and Authorities,  
27 the pleadings and papers on file herein, and any further evidence and oral argument this Honorable  
28 Court may wish to consider at the time of the hearing of said Motion.

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1 5. On March 20, 2019, Defendants, Robinson, Rodriguez, and Davis filed a Partial Motion  
2 to Dismiss, which is currently scheduled to be heard on April 23, 2019 before this Honorable Court;

3 6. Calendar Call is currently scheduled on April 9, 2019;

4 7. Trial is currently set for April 22, 2019;

5 8. The undersigned believes that it would be beneficial to resolve this matter before Trial  
6 commences;

7 9. The undersigned believes that an Order Shortening Time will facilitate the resolution of  
8 this matter and keep the settling parties from needlessly incurring additional and avoidable costs and  
9 fees; and  
10

11 10. For the reasons set forth above, it is respectfully requested this matter be heard on an  
12 Order Shortening Time, preferably on April 9, 2019 during the presently scheduled Calendar Call.

13 I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND  
14 CORRECT.  
15

16 DATED this 28 day of March, 2019.

17   
18 LOUIS PALAZZO, ESQ.  
19

20 **MEMORANDUM OF POINTS AND AUTHORITIES**

21 **I. FACTUAL BACKGROUND**

22 This case arises out of a dispute between Plaintiff and Defendants with regard to an alleged  
23 material breach of the terms of a promissory note allegedly entered into by Plaintiff Hotchkiss and  
24 Defendants Robinson and Virtual Communications Corporation for a total amount of \$75,000.00.  
25 Defendants have alleged a number of affirmative defenses. A crossclaim was filed by Defendants  
26 Josh Stoll and Retire Happy, LLC., against Defendants Robinson and Virtual Communications  
27 Corporation for indemnification and contribution.  
28

1                                   **II. LEGAL ARGUMENT IN SUPPORT OF DETERMINATION**  
2                                   **OF GOOD FAITH SETTLEMENT**

3  
4           N.R.S. Section 17.245 provides:(1) When a Release or a Covenant not to sue or not to  
5   enforce judgment is given in good faith to one or two or more persons liable in tort for the same  
6   injury or the same wrong or the same wrongful death:

7           (b) It discharges the tortfeasor to whom it is given from all liability for contribution and for  
8   equitable indemnity to any other tortfeasor.

9  
10          Although the term "good faith" is not defined in this section, the Supreme Court of Nevada  
11   has held that "the determination of good faith should be left to the discretion of a trial court based  
12   upon all relevant facts available." (*Veliscol Chemical Corp. v. Davidson*, 107 Nev. 356, 360, 811,  
13   P.2d 561 (1991).)

14          "A settling defendant seeking protection from contribution and implied indemnity claims has  
15   the burden of proving that the settlement was in good faith." *Doctors Company v. Vincent*, 120 Nev.  
16   644, 651-652, 98 P.3d 681, 690 (2004). As such, Defendants will address the factors outlined for  
17   consideration by the Court as identified in *In re MGM Grand Hotel Fire Litigation*, 570 F. Supp.  
18   913, 927 (D. Nev. 1983), as well as in *Veliscol Chemical Corp. v. Davidson, supra*.

19  
20          The factors to consider are:

- 21           1. The amount paid in settlement;  
22           2. The allocation of the settlement proceeds;  
23           3. The insurance policy limits of settling defendants;  
24           4. The financial condition of settling defendants'; and  
25           5. The existence of collusion, fraud or tortious conduct aimed to injure the interests of  
26   non-settling defendants.  
27  
28

1 Examination of the proposed settlement, subject to these five factors, leads to the conclusion  
2 the arms-length settlement at issue, between the parties, was, in fact, reached in good faith.

3  
4 1. The Amount Paid in Settlement:

5 Defendants Retire Happy, LLC., and Josh Stoll agree to pay a total of seven thousand five  
6 hundred dollars (\$7,500.00) as their contribution for the full and final settlement and release of all  
7 claims against Defendants Retire Happy, LLC., and Josh Stoll, including any future claims by the  
8 parties against these Defendants.

9  
10 This amount was reached after arms-length negotiations and the consideration of the totality  
11 of the circumstances, including all claims alleged against the settling Defendants. In deciding to  
12 resolve this matter and reach the agreed-to settlement amount, Defendants took into consideration  
13 their limited involvement in the subject transaction. As such, Defendants submit their settlement  
14 amount to be paid in settlement is fair and reasonable given the disputed damages and overall  
15 settlement amount, as compared to the settling Defendants limited involvement in the subject  
16 transaction at issue in the pending litigation.

17  
18 2. The Allocation of the Settlement Proceeds:

19 The entire settlement amount, comprised solely of Defendants contribution, will be made  
20 directly to Plaintiff STEVEN A. HOTCHKISS. As such, this particular factor is not relevant to a  
21 determination of good faith status of the pending settlement.

22  
23 3. There is no insurance policy at issue in connection with the proposed resolution by these  
24 settling Defendants.

25 4. The Financial Condition of the Settling Defendants' assets are not at issue in this action,  
26 such settling Defendants are able to fund the settlement. As such, Defendants' financial condition  
27 was not a significant factor in reaching the settlement terms.  
28

5. The settlement between Plaintiff and these settling Defendants was reached as a result of good faith and arms-length negotiations. Moreover, there has not been any collusion between the settling parties.

6. Settlement will also have the effect of dismissal of any remaining cross claims asserted by and between Retire Happy, LLC., and Josh Stoll, as well as claims asserted by Defendants Ronald J. Robinson and Virtual Communications Corporation.

In the interest of buying their peace and avoiding further defense fees and costs, these settling Defendants are contributing seven thousand five hundred dollars (\$7,500.00) in order to settle the claims of Plaintiff. This is the total sum Defendants received in connection with the promissory note transaction at issue in the instant litigation. No other party will be harmed by the determination of Defendants' good faith settlement. As such, there was not any collusion, fraud or tortious conduct involved in the global settlement of Plaintiff's claims, as against these settling Defendants.


#### IV. CONCLUSION

Defendants are contributing a settlement sum of seven thousand five dollars (\$7,500.00), as full and final settlement of all pending claims, demands and causes of action alleged against the settling Defendants by Plaintiff, in exchange for a Settlement Release Agreement and Dismissal with Prejudice. The settlement agreement between the parties to this settlement includes the release of any and all claims and demands, known and unknown, contractual or non-contractual, filed or otherwise, by Plaintiff, including any and all claims for costs, expenses and/or attorney's fees.

The parties to this settlement seek complete resolution of this litigation involving these settling Defendants. Therefore, in recognition of this good faith settlement, Defendants Retire Happy, LLC., and Josh Stoll ask this Honorable Court rule any future claim, action, cause of action and/or lawsuit concerning the allegations set forth in this case be forever barred as they pertain to these settling Defendants.

1 Based upon the foregoing, Defendants assert their contribution to the settlement with Plaintiff  
2 has been made in good faith. The settlement reached between the Plaintiff and these settling  
3 Defendants is fair, equitable and reasonable in light of the dispute that exists with regard to the  
4 claims alleged against Defendants Retire Happy, LLC., and Josh Stoll. Therefore, Defendants  
5 respectfully request this Court grant their Motion for Determination of Good Faith Settlement  
6 pursuant to N.R.S. Section 17.245 and dismiss with prejudice and bar all claims, now pending or  
7 prospective, against Defendants Retire Happy, LLC., and Josh Stoll by any of the remaining parties  
8 to this action.  
9

10 Dated this 28 of March, 2019.

11   
12 T. LOUIS PALAZZO, ESQUIRE  
13 Nevada Bar No. 4128  
14 PALAZZO LAW FIRM  
15 A PROFESSIONAL LAW CORPORATION  
16 520 South Fourth Street, Second Floor  
17 Las Vegas, Nevada 89101  
18 *Attorney for Defendants,*  
19 **RETIRE HAPPY, LLC., AND JOSH STOLL**  
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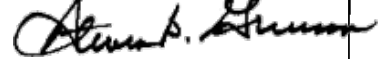
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1 DAVID LIEBRADER, ESQ.  
STATE BAR NO. 5048  
2 THE LAW OFFICES OF DAVID LIEBRADER, INC.  
601 S. RANCHO DR. STE D-29  
3 LAS VEGAS, NV 89106  
(702) 380-3131  
4 Attorney for Plaintiff

5 DISTRICT COURT  
CLARK COUNTY, NEVADA

6  
7 IN THE MATTER BETWEEN )

8 Steven A. Hotchkiss, )

Case No. A-17-762264-C

9 PLAINTIFF, )

Dept.: 8

10 v. )

11 Ronald J. Robinson, Vernon Rodriguez, Virtual )  
12 Communications Corporation, Wintech, LLC, )  
Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa )  
13 Davis and DOES 1-10 and ROES 1-10, inclusively )

STATEMENT OF DAMAGES

14 DEFENDANTS )  
15

**STATEMENT OF DAMAGES**

16 Plaintiff submits this statement of damages:

17 Principal invested: \$75,000 (September 23, 2013)

18 Interest @ 9% per year: \$6,750

19 Monthly: \$562.50

20 5% Penalty (per contract): \$28.13 monthly

21 Monthly Interest + Penalty: \$590.63

22 Default Period: February, 2015 – Present: 50 months

23 Total Interest + Penalties: \$29,531.25

24 Total Principal + Interest + Penalties: \$104,531.25  
25  
26



1 Attorney's Fees @ 33 1/3%: \$34,808.90

2 Total Damages (Principal + Interest + Penalties + Attorney's Fees): \$139,340


3  
4 Request for Punitive Damages: \$418,020

5 Total Damages Requested: \$557,360.

6  
7  
8 Dated: April 8, 2019

Respectfully submitted,

9  
10 The Law Office of David Liebrader, Inc.

11 By:   
David Liebrader  
601 S. Rancho Dr. Ste. D-29  
Las Vegas, NV 89106  
Attorney for Plaintiff



CERTIFICATE OF MAILING

I hereby certify that on the 8th day of April, 2019, I mailed a copy of the foregoing  
Plaintiff's updated

PLAINTIFF'S STATEMENT OF DAMAGES

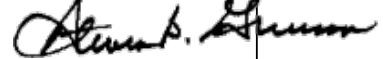
in a sealed envelope, to the following counsel of record and that postage was fully prepaid  
thereon



An Employee of The Law Office of David Liebrader

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

Louis Palazzo, Esq.  
Palazzo Law Firm  
520 S 4th St #200  
Las Vegas, NV 89101



1 **RTRAN**

2  
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4  
5 **DISTRICT COURT**  
6 **CLARK COUNTY, NEVADA**

7  
8 **STEVEN HOTCHKISS,**  
9 **Plaintiff,**

**CASE#: A-17-762264-C**  
**DEPT. VIII**

10 **vs.**

11 **RONALD ROBINSON,**  
12 **Defendant.**

13  
14 **BEFORE THE HONORABLE MICHAEL CHERRY, SENIOR DISTRICT**  
15 **COURT JUDGE**

16 **TUESDAY, APRIL 9, 2019**

17 ***RECORDER'S TRANSCRIPT OF HEARING:***  
18 ***CALENDAR CALL***  
19 ***MOTION FOR DETERMINATION OF GOOD FAITH SETTLEMENT ON***  
20 ***ORDER SHORTENING TIME***

21 **APPEARANCES:**

22  
23 **For the Plaintiff: DAVID LIEBRADER, ESQ.**

24 **For the Defendants: T. LOUIS PALAZZO, ESQ.**  
25 **HAROLD P. GEWERTER, ESQ.**

**RECORDED BY: GINA VILLANI, COURT RECORDER**

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Las Vegas, Nevada, Tuesday, April 9, 2019

[Hearing began at 9:20 a.m.]

MR. PALAZZO: That's correct.

MR. GEWERTER: Good morning, Your Honor, how are you?

THE COURT: Good.

MR. GEWERTER: I represent Ron Robinson, Vernon Rodriguez, and Alisa Davis.

MR. LIEBRADER: And, good morning, Your Honor, David Liebrader representing the plaintiff.

THE COURT: And I -- there's no opposition to the good faith settlement for what we're doing or there's no opposition? I'm not sure exactly what --

MR. GEWERTER: And, just for clarity, Your Honor, Virtual Communications went to a bankruptcy, and Wintech was its subsidiary, so they're actually not part of the case anymore.

THE COURT: Okay, they're out right now.

MR. LIEBRADER: I agree with that. Yeah, and there's no opposition.

But there was also a calendar call today, I believe.

THE LAW CLERK: Yes.

THE COURT: Yes.

But who else is -- who would be the calendar call, which -- which parties?

MR. LIEBRADER: I think that's for everybody.

1 MR. PALAZZO: Mr. Gewerter's clients and then of course  
2 plaintiff.  
3 THE COURT: Okay. So you have a good faith settlement?  
4 MR. PALAZZO: Correct.  
5 THE COURT: And you have no objection --  
6 MR. LIEBRADER: That's correct, Your Honor.  
7 THE COURT: -- and your --  
8 MR. GEWERTER: I have no objection, Your Honor.  
9 THE COURT: Okay. Let me sign that, Mr. Palazzo.  
10 MR. GEWERTER: I never object to these things.  
11 THE COURT: And then are you --  
12 MR. PALAZZO: I'll submit an order, Your Honor.  
13 THE COURT: Okay. And are you ready for trial now, both of  
14 you?  
15 MR. GEWERTER: Actually we have a motion pending, which  
16 is after our trial date in this case, just the way the clerk sent it.  
17 THE COURT: All right.  
18 MR. LIEBRADER: Yeah, Your Honor, I could ask -- so there's  
19 two issues in the case. One, is kind of straightforward that is not -- that  
20 is going to be tried. The other one is a securities law issue.  
21 THE COURT: Can I give you the July stack?  
22 MR. LIEBRADER: Yeah, so if -- can --  
23 MR. GEWERTER: Yeah, that sounds great.  
24 THE COURT: Let me give you the July stack.  
25 MR. GEWERTER: That's perfect, Your Honor.

1 MR. LIEBRADER: -- actually, Your Honor, can we move it to  
2 the September stack?  
3 THE COURT: That's fine with me.  
4 MR. GEWERTER: That's even better, Your Honor.  
5 THE COURT: Okay.  
6 MR. LIEBRADER: That'll be great. Thank you.  
7 THE COURT: You guys are making my life easy today. I was  
8 a little nervous.  
9 MR. GEWERTER: That's what we're here for.  
10 THE COURT: I was a little nervous.  
11 THE CLERK: September 20 -- I mean, August 27<sup>th</sup> calendar  
12 call and then September 3<sup>rd</sup>.  
13 THE COURT: But I've got a good court clerk here. I've got a  
14 good law clerk here.  
15 MR. LIEBRADER: September 3<sup>rd</sup> is the trial date?  
16 THE CLERK: September 3<sup>rd</sup> is the trial date.  
17 MR. GEWERTER: And that's a semi-firm date?  
18 THE CLERK: That's the beginning of the stack.  
19 MR. GEWERTER: Okay. All right.  
20 MR. LIEBRADER: Okay, okay.  
21 MR. GEWERTER: Yeah, we'll figure it out.  
22 THE COURT: Yeah, you can work it out with the new judge.  
23 MR. PALAZZO: Good seeing you, Justice Cherry.  
24 THE COURT: Good seeing everybody. Have a good day.  
25 MR. LIEBRADER: Thank you, Judge.

1 MR. PALAZZO: Thank you.

2 THE CLERK: I'm sorry --

3 MR. GEWERTER: Are you going to senior status now over in  
4 the other building?

5 THE COURT: Yes.

6 MR. GEWERTER: Okay.

7 THE CLERK: -- it's the 9<sup>th</sup>, September 9<sup>th</sup>.

8 MR. PALAZZO: September 9<sup>th</sup> is going to be the trial date.  
9 It's not the 3<sup>rd</sup>.

10 MR. LIEBRADER: September 9<sup>th</sup> is not the date?

11 THE CLERK: Yes, Monday.

12 THE COURT: That's --

13 MR. GEWERTER: Well, it's the stack.

14 MR. LIEBRADER: It doesn't start September 3<sup>rd</sup>?

15 THE LAW CLERK: No.

16 THE CLERK: No, that's the end of our civil stack -- I mean,  
17 our criminal stack.

18 MR. LIEBRADER: Oh, okay, September 9<sup>th</sup>.

19 THE COURT: Yeah. All right.

20 MR. LIEBRADER: Okay, great. Thank you.

21 THE CLERK: September 9<sup>th</sup>.

22 MR. GEWERTER: Thanks, Judge. Have a good day. Nice  
23 seeing you.

24 MR. PALAZZO: Your Honor, are you going to be around  
25 today so I can -- if I bring that order over this morning, you'll be able to --

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or someone will be able to sign it, I guess.

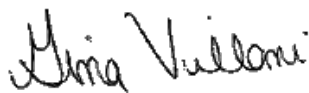
THE COURT: Yeah.

MR. PALAZZO: Okay. All right. Thank you.

[Hearing concluded at 9:23 a.m.]

\* \* \* \* \*

**ATTEST:** I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.



\_\_\_\_\_  
Gina Villani  
Court Recorder/Transcriber  
District Court Dept. IX