

IN THE SUPREME COURT OF THE STATE OF NEVADA

Margaret Reddy, Mohan Thalamarla,
Max Global, INC.

Supreme Court No. 83763

Appellants,

vs.

MEDAPPEAL, LLC, an Illinois
limited liability company

Respondent.

Electronically Filed
Jun 22 2022 12:01 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPELLANTS' APPENDIX VOLUME 4

The Wasielewski Law Firm, LTD.

Andrew Wasielewski, Esq.

Nevada Bar No. 6161

8275 South Eastern Avenue, Suite 200-818

Las Vegas, NV 89123

Telephone: (702) 490-8511

Fascimile: (702) 548-9684

andrew@wazlaw.com

Attorney for Appellants, Margaret Reddy, Mohan Thalamarla,

Max Global, LLC

1 29. Answering Paragraph 53, Defendants deny the allegations contained therein.

2 30. Answering Paragraph 54, Defendants deny the allegations contained therein.

3 31. Answering Paragraph 55, Defendants deny the allegations contained therein. Defendants further
4 state that V. Reddy was under no obligation to disclose any vested interest he and M. Reddy may have
5 had with Weinstein.

6 Defendants Abscond with Plaintiff's Money

7 32. Answering Paragraphs 56, 57, 58, and 59, Defendants admit the allegations contained therein.

8 33. Answering Paragraphs 60, 61, 62, 63, and 64 Defendants are without knowledge or information
9 sufficient to form a belief as to the truth of the allegations contained therein and, on this basis, deny
10 those allegations.

11 34. Answering Paragraph 65, 66, 67, and 68, Defendants deny the allegations contained therein.

12 35. Answering Paragraph 69, Defendants deny that they were involved in any fraudulent scheme.

13 Defendant V. Reddy's Sworn Testimony, Failed Bankruptcy, and Co-Conspirators

14 36. Answering Paragraph 70, Defendants admit the allegations contained therein.

15 37. Answering Paragraph 71, Defendants admit that certain unsecured creditors were not included on
16 V. Reddy's Schedule E/F. Defendant V. Reddy further states that this was done at the direction of his
17 bankruptcy attorney who advised that the business debts were not appropriate to include on V. Reddy's
18 personal bankruptcy.

19 38. Answering Paragraph 72, Defendants admit the allegations contained therein. Defendant V. Reddy
20 further states that his statements were in reference to a business that he sold in 2016 and the business
21 arrangement ended in 2016.

22 39. Answering Paragraph 73, Defendants admit the allegations contained therein.

23 40. Answering Paragraph 74, Defendants are without knowledge or information sufficient to form a
24 belief as to the truth of the allegations contained therein and, on this basis, deny those allegations.

25 41. Answering Paragraph 75, Defendants admit the allegations contained therein.

26 42. Answering Paragraph 76, Defendants admit that in 2016 Weinstein would write a single check to
27 V. Reddy and M. Reddy.
28

1 43. Answering Paragraph 77, Defendants admit that the statements were made in reference to medical
2 transcript and answering services. Defendants deny that the statements were made in reference to
3 medical billing and medical appeals, which the Plaintiff purchased.

4 44. Answering Paragraph 78, Defendants admit the allegations contained therein.

5 45. Answering Paragraph 79, Defendants deny the allegations contained therein.

6 46. Answering Paragraph 80, Defendants admit the allegations contained therein.

7 47. Answering Paragraph 81, Defendants admit that a Complaint for Revocation of Discharge was
8 filed against V. Reddy. Defendants deny all other allegations contained therein.

9 48. Answering Paragraph 82, the Complaint speaks for itself and no response is necessary. To the
10 extent a response is required, Defendants deny all allegations contained therein.

11 49. Answering Paragraph 83, Defendants admit the allegations contained therein. Defendants further
12 state that no wrongdoing was admitted by any party.

13 50. Answering Paragraph 84, Defendants deny the allegations contained therein.

14 Defendants' Fraudulent Intent

15 51. Answering Paragraph 85, Defendants deny the allegations contained therein.

16 52. Answering Paragraph 86, Defendants admit the allegations contained therein.

17 53. Answering Paragraph 87, Defendants are without knowledge or information sufficient to form a
18 belief as to the truth of the allegations contained therein and, on this basis, deny those allegations.

19 54. Answering Paragraph 88, Defendants deny the allegations contained therein.

20 Defendant Weinstein's Recent Actions

21 55. Answering Paragraph 89, Defendants deny the allegations contained therein.

22 56. Answering Paragraph 90, Defendants deny the allegations contained therein.

23 57. Answering Paragraphs 91, 92, and 93, Defendants are without knowledge or information sufficient
24 to form a belief as to the truth of the allegations contained therein and, on this basis, deny those
25 allegations.

26 58. Answering Paragraphs 94 and 95, Defendants deny the allegations contained therein.

27 59. Answering Paragraph 96, Defendants admit the allegations contained therein.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ALTER EGO ALLEGATIONS

60. Answering Paragraphs 97 and 98, Defendants deny the allegations contained therein.

61. Answering Paragraph 99, Defendants admit the allegations contained therein.

62. Answering Paragraphs 100, 101, 102, 103, and 104, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on this basis, deny those allegations.

63. Answering Paragraph 105, Defendants admit the allegations contained therein.

64. Answering Paragraph 106, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on this basis, deny those allegations.

65. Answering Paragraph 107, the allegations constitute a legal conclusion to which no response is necessary. To the extent a response is required, Defendants deny the allegations contained therein.

FIRST CAUSE OF ACTION
FOR BREACH OF CONTRACT

(Against Defendants Medasset, Weinstein and Does 1-10)

66. Answering Paragraph 108, Defendants incorporate their responses to all proceeding paragraphs as though fully set forth herein.

67. Answering Paragraph 109, Defendants admit the allegations contained therein.

68. Answering Paragraph 110, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on this basis, deny those allegations.

69. Answering Paragraphs 111 and 112, the allegations constitute a legal conclusion to which no response is necessary. To the extent a response is required, Defendants deny the allegations contained therein.

SECOND CAUSE OF ACTION
FOR FRAUD

(Against Defendant Medasset, Weinstein, Brown, V. Reddy and Does 1-20)

70. Answering Paragraph 113, Defendants incorporate their responses to all preceding paragraphs as through fully set forth herein.

1 71. Answering Paragraphs 114, 115, 116, 117, 118, 119, and 120, Defendants deny the allegations
2 contained therein.

3 72. Answering Paragraphs 121, 122, and 123, the allegations constitute a legal conclusion to which no
4 response is necessary. To the extent a response is required, Defendants deny the allegations contained
5 therein.

6 **THIRD CAUSE OF ACTION**
7 **FOR CONSPIRACY TO COMMIT FRAUD**

8 (Against All Defendants and Does 1-30)

9 73. Answering Paragraph 124, Defendants incorporate their responses to the preceding paragraphs as
10 though fully set forth herein.

11 74. Answering Paragraphs 125 and 126, Defendants deny the allegations contained therein.

12 75. Answering Paragraph 127, Defendants deny the allegations contained therein. Defendants further
13 state that M. Reddy worked for Defendant Weinstein as an independent contractor.

14 76. Answering Paragraph 128, Defendants are without knowledge or information sufficient to form a
15 belief as to the truth of the allegations contained therein and, on this basis, deny those allegations.

16 77. Answering Paragraph 129, Defendants deny the allegations contained therein.

17 78. Answering Paragraphs 130 and 131, the allegations constitute a legal conclusion to which no
18 response is necessary. To the extent a response is required, Defendants deny the allegations contained
19 therein.

20 **FOURTH CAUSE OF ACTION**
21 **FOR DECEPTIVE TRADE PRACTICES**

22 (Against All Defendants and Does 1-40)

23 79. Answering Paragraph 132, Defendants incorporate their responses to the preceding paragraphs as
24 though fully set forth herein.

25 80. Answering Paragraphs 133, 134, and 135, Defendants admit the allegations contained therein.

26 81. Answering Paragraph 136, the allegations constitute a legal conclusion to which no response is
27 necessary. The extent a response is required, Defendants deny the allegations contained therein.

28 82. Answering Paragraphs 137, 138, 139, and 140, Defendants deny the allegations contained therein.

1 83. Answering Paragraph 141, the allegations constitute a legal conclusion to which no response is
2 necessary. The extent a response is required, Defendants deny the allegations contained therein.
3

4 **FIFTH CAUSE OF ACTION**

5 **FOR VIOLATION OF THE NEVADA CIVIL RICO STATUTE**

6 (Against All Defendants and Does 1-50)

7 84. Answering Paragraph 142, Defendants incorporate their responses to the preceding paragraphs as
8 though fully set forth herein.

9 85. Answering Paragraph 143, the allegations constitute a legal conclusion to which no response is
10 necessary. The extent a response is required, Defendants deny the allegations contained therein.

11 86. Answering Paragraphs 144, 145, and 146, Defendants deny the allegations contained therein.

12 87. Answering Paragraphs 147 and 148, the allegations constitute a legal conclusion to which no
13 response is necessary. The extent a response is required, Defendants deny the allegations contained
14 therein.

15 **AFFIRMATIVE DEFENSES**

16 1. Plaintiff's claims, and each cause of action stated therein, fail to state a claim against
17 Defendants upon which relief can be granted and further fails to entitle Plaintiff to the relief sought, or
18 any relief whatsoever from Defendants.

19 2. Any damages which Plaintiff may have suffered, which Defendants continue to deny, was
20 the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and barred from
21 recovery of any damages.

22 3. The Complaint and each claim for relief therein that seeks equitable relief, is barred by the
23 doctrine of unclean hands.

24 4. Plaintiff is not entitled to relief from or against Defendants, as it has not sustained any loss,
25 injury, or damage that resulted from any act, omission, or breach by Defendants.

26 5. Plaintiff's damages, if any, were the result of intervening, superseding, concurrent and/or
27 contributing causes. Any alleged action or alleged omission on the part of Defendants was not the
28 proximate cause of Plaintiff's alleged damages.

6. Defendants acted reasonably and in good faith at all times material to this action, based

1 upon all relevant facts and circumstances known by them at the time they so acted and, accordingly,
2 Plaintiff is barred from any recovery in this action.

3 7. Plaintiff was not injured or damaged in the manner or to the extent claimed by Plaintiff
4 and/or such damages were not proximately caused by any actions or inactions on the part of Defendants.

5 8. Plaintiff's claims are barred, in whole or in part, by accord and satisfaction.

6 9. To the extent Plaintiff seeks equitable relief, Plaintiff is not entitled to such relief because
7 there is an adequate remedy at law.

8 10. Plaintiff should not be allowed to recover for its alleged claims because they are *in pari*
9 *delicto*.

10 11. Defendants allege that no act or omission on its part contributed in any way or caused the
11 damages, if any, as alleged in the Complaint.

12 12. Defendants acted in good faith and exercised due diligence to disclose to the parties in this
13 action all of the facts known to Defendants relevant to the acts and transactions complained of by Plaintiff.

14 13. Plaintiff had actual knowledge of the true facts of all transactions and events complained
15 of, sufficient for Plaintiff to have done anything necessary to protect his interests.

16 14. Defendants state that Plaintiff's Complaint is wholly insubstantial, frivolous, and not
17 advanced in good faith.

18 15. Defendants deny each and every allegation of the Complaint that is not specifically
19 admitted herein.

20 16. Defendants hereby give notice that they intend to rely upon such other defenses as may
21 become available or appear during discovery in this case or otherwise and hereby reserve the right to
22 amend this Answer to assert any such defenses.

23 ///

24 ///

25 ///

26 ///

27 ///

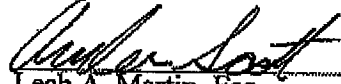
28 ///

1 WHEREFORE, Defendants, having fully answered, prays for judgment in its favor and against
2 Plaintiff as follows:

- 3 1. That Plaintiff takes nothing by virtue of its Complaint;
4 2. That Plaintiff's Complaint be dismissed with prejudice;
5 3. For the costs of the suit incurred herein;
6 4. For attorney's fees and costs; and
7 5. For such other relief as the Court may deem just and proper.

8 DATED this 28th day of October, 2019.

9 LEAH MARTIN LAW

10 
11 Leah A. Martin, Esq.
12 Nevada Bar No. 7982
13 Amber D. Scott, Esq.
14 Nevada bar No. 14612
15 3100 W. Sahara Ave., Ste. 202
16 Las Vegas, NV 89102
17 Attorneys for Defendants Reddy,
18 Thalamarla, and Max Global Inc.

CERTIFICATE OF MAILING

I HEREBY CERTIFY on the 28 day of October, 2019, I caused service of the foregoing
DEFENDANTS VIJAY REDDY, MARGARET REDDY, MOHAN THALAMARLA, AND MAX
GLOBAL INC.'S ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT to be made via
electronic mail through the Eighth Judicial District Court's E-Filing System to the following at the e-mail
address provided in the e-service list:

Jay Freedman, Esq.
11700 W. Charleston Blvd. Ste. 170-357
Las Vegas, NV 89135
jay@jayfreedmanlaw.com

Zachary P. Takos, Esq.
Takos Law Group, Ltd.
1980 Festival Plaza Drive, Suite 300
Las Vegas, Nevada 89135
zach@takoslaw.com

Dustin L. Clark, Esq.
Clark Law Counsel LLC
1170 W. Charleston Blvd., #170-479
Las Vegas, Nevada 89135
dustin@clarklawcounsel.com


On behalf of LEAH MARTIN LAW

Exhibit 26

Steven D. Grierson

1 NEOJ



2 Jay Freedman
3 11700 W. Charleston Blvd. Ste. 170-357
4 Las Vegas, NV 89135
5 702-342-5425
6 702-475-6455 (fax)
7 jay@jayfreedmanlaw.com

8 Attorney for Plaintiff

9 EIGHTH JUDICIAL DISTRICT COURT

10 CLARK COUNTY, NEVADA

11 MEDAPPEAL, LLC, An Illinois Limited
12 Liability Company,

13 Plaintiff,

14 vs.

15 DAVID WEINSTEIN, VIJAY REDDY,
16 MARGARET REDDY, MOHAN
17 THALMARLA, KEVIN BROWN, MAX
18 GLOBAL, INC., VISIONARY BUSINESS
19 BROKERS LLC, MEDASSET
20 CORPORATION, and DOES 1-50

21 Defendants

Case No.: A-19-792836-C

Dept: 14

NOTICE OF ENTRY OF ORDER DENYING
MOTIONS TO DISMISS

22 PLEASE TAKE NOTICE that on October 4, 2019, an Order Denying Motions to
23 Dismiss was filed with the Court. A copy of the Order is attached hereto.

24 Dated this 4th day of October, 2019.

25 /s/ Jay Freedman

26 Jay Freedman
27 Nevada Bar No. 12214
28 11700 W. Charleston Blvd. Ste. 170-357
Las Vegas, NV 89135
702-342-5425
Attorney for Plaintiff

NOTICE OF ENTRY OF ORDER - 1

1 **ORDER**



Jay Freedman
11700 W. Charleston Blvd. Ste. 170-357
Las Vegas, NV 89135

4 702-342-5425
5 702-475-6455 (fax)
6 jay@jayfreedmanlaw.com

7 Attorney for Plaintiff

8 **EIGHTH JUDICIAL DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 MEDAPPEAL, LLC, An Illinois Limited
11 Liability Company,

12 Plaintiff,

13 vs.

14 DAVID WEINSTEIN, VIJAY REDDY,
15 MARGARET REDDY, MOHAN
16 THALMARLA, KEVIN BROWN, MAX
17 GLOBAL, INC., VISIONARY BUSINESS
18 BROKERS LLC, MEDASSET
19 CORPORATION, and DOES 1-50

20 Defendants

Case No.: A-19-792836-C

Dept: 14

ORDER DENYING MOTIONS TO DISMISS

21 Two Motions to Dismiss were filed by (1) defendants Kevin Brown and Visionary
22 Business Brokers, LLC ("VBB") [represented by represented by Zachary Takos of the Takos
23 Law Group, Ltd.] and (2) defendants Vijay Reddy, Margaret Reddy, Mohan Thalmarla and Max
24 Global, Inc. [represented by Leah Martin and Amber Scott of Leah Martin Law]. Plaintiff was
25 represented by Jay Freedman of the Law Office of Jay Freedman.

26 The Brown Defendants' Motion to Dismiss was initially heard on July 9, 2019, while the
27 Reddy Defendants' Motion to Dismiss was initially heard on August 1, 2019. The Court
28 requested supplemental briefing from the parties and re-scheduled both hearings to take place on

August 20. The Court reviewed the moving, opposing, reply and supplemental papers
ORDER DENYING MOTIONS TO DISMISS - I

1 submitted by the parties, entertained oral argument, and for the reasons stated below, denied both
2 Motions to Dismiss.

3 BACKGROUND

4 Plaintiffs allege that Defendants are liable for breach of contract, fraud and other fraud-
5 related causes of action that arise from Plaintiff's purchase of a business opportunity from
6 Defendants. Plaintiffs filed suit against defendants David Weinstein, Medasset Corporation,
7 Kevin Brown, VBB and V. Reddy in Cook County, Illinois, in 2018. These defendants filed a
8 motion to dismiss the Illinois action on the grounds that they were not subject to personal
9 jurisdiction in Illinois and/or that a forum-selection clause contained in the parties' contract
10 required that the action be filed in Clark County, Nevada. The Illinois Court granted the motion
11 to dismiss and Plaintiff refiled its action in Clark County.
12

13 The Brown Defendants and the Reddy Defendants each filed Motions to Dismiss this
14 action on the grounds that they were not subject to personal jurisdiction in Nevada. Plaintiff
15 filed written opposition to both motions in which it argued, among other things, that Defendants
16 were judicially estopped from contesting the existence of personal jurisdiction in Nevada. After
17 reviewing the papers submitted by the parties and conducting three hearings, the Court found
18 that Defendants are judicially estopped from contesting the existence of personal jurisdiction in
19 Nevada and denied both Motions to Dismiss.

20 FINDINGS OF FACT

- 21 • Plaintiffs filed a complaint in Cook County, Illinois, arising out of an agreement to
22 purchase a medical appeals and medical credentialing business (the "Purchase
23 Agreement").
- 24 • Defendants filed a motion to dismiss the Illinois lawsuit, arguing that they were not
25 subject to personal jurisdiction in Illinois and that even if they were subject to personal
26 jurisdiction, a forum-selection clause included in the Purchase Agreement required that
27 the lawsuit be filed in Clark County, Nevada.
28

ORDER DENYING MOTIONS TO DISMISS - 2

- 1 • Defendants filed a motion to dismiss and a reply brief in Illinois. In both of these
2 documents, Defendants argued that the Illinois action should be dismissed because of the
3 forum-selection clause included in the Purchase Agreement.
- 4 • Defendants' Illinois motion to dismiss argued that "the forum selection clauses are
5 enforceable and result in the dismissal of this case."
- 6 • Defendants' Illinois motion to dismiss argued that "the forum selection clauses are
7 controlling and dispositive. For this reason alone, the action must be dismissed."
- 8 • Plaintiff filed a written opposition in Illinois, and Defendants filed a reply brief. In their
9 reply, Defendants argued that "Plaintiff's venue argument has no merit because Plaintiff
10 and its principals are a commercially experienced and sophisticated parties who
11 negotiated, revised and ultimately agreed to a contract that contained two Nevada choice-
12 of-venue and choice-of-law provisions." (Emphasis in original.)
- 13 • Defendants' Illinois reply brief argued that "these principles apply with particular force in
14 this case where it is undisputed that: (i) the Purchase-Sale Agreement was formed in
15 Nevada and contains two Nevada choice of law and venue provisions" (Emphasis in
16 original.)
- 17 • The Illinois Court conducted oral argument concerning Defendants' motion to dismiss.
18 During the course of the oral argument, Defendants' Illinois counsel argued that the
19 forum-selection clause was enforceable and required the dismissal of the Illinois lawsuit.
- 20 • The Illinois Court issued a ruling from the bench at the conclusion of the hearing.
- 21 • The Illinois Court found that the forum-selection clause included in the Purchase
22 Agreement was enforceable.
- 23 • The Illinois Court found that the forum-selection clause included in the Purchase
24 Agreement was mandatory.
- 25
- 26
- 27
- 28

- 1 • The Illinois Court found that the forum-selection clause included in the Purchase
2 Agreement determined "where any causes of action relating to this agreement must be
3 brought."
- 4 • The Illinois Court dismissed the Illinois lawsuit based on two separate and independent
5 grounds, one of which was the application of the forum-selection clause included in the
6 Purchase Agreement.
- 7 • The Illinois Court dismissed the Illinois lawsuit in favor of jurisdiction in Clark County,
8 Nevada.
- 9 • Defendants filed two separate Motions to Dismiss in this action in which they argued that
10 they were not subject to personal jurisdiction in Nevada.
- 11 • Defendants supported their Motions to Dismiss with declarations. None of the
12 declarations addressed the invocation of judicial estoppel.

13 CONCLUSIONS OF LAW

- 14 • Plaintiff met its burden to invoke the doctrine of judicial estoppel.
- 15 • Judicial estoppel is properly invoked after consideration of the following factors (1) a
16 party has taken inconsistent positions; (2) the party asserted those positions in judicial or
17 quasi-judicial proceedings; (3) the party successfully asserted the first position; and (4)
18 the first position was not taken as a result of ignorance, fraud or mistake.
- 19 • While the Court is not required to find that all four factors are present to invoke the
20 doctrine, it finds all four factors are present in this action.
- 21 • Defendants have taken inconsistent positions. The arguments they asserted in their
22 Illinois motion to dismiss (that they should be sued in Clark County, Nevada) are
23 inconsistent with the arguments they asserted in the Motions to Dismiss they filed in this
24 action (that they cannot be sued in Clark County, Nevada).
- 25 • Defendants asserted inconsistent positions in judicial proceedings.


- Defendants successfully asserted the position they advanced in their Illinois motion to dismiss and obtained a dismissal of the Illinois lawsuit on the grounds that the forum-selection clause required Plaintiff to file suit in Clark County, Nevada.
- The position asserted by Defendants in Illinois was not taken as a result of ignorance, fraud or mistake.
- Defendants are judicially estopped from contesting the existence of personal jurisdiction in Nevada.

Defendants' Motions to Dismiss are denied and Defendants are ordered to answer Plaintiff's First Amended Complaint (which has not yet been filed) as required by the Nevada Rules of Civil Procedure.

Date: ~~September~~ ^{October} 2, 2019


District Court Judge

Respectfully submitted by:


Jay Freedman
Nevada Bar No. 12214
11700 W. Charleston Blvd. Ste. 170-357
Las Vegas, NV 89135
702-342-5425
Attorney for Plaintiff

/s/ Zachary Takos
Zachary Takos
Nevada Bar No. 11293
1980 Festival Plaza Drive, Suite 300
Las Vegas, NV 89135
702-856-4629
Attorney for Kevin Brown and Visionary
Business Brokers, LLC

/s/ Amber D. Scott
Amber D. Scott
Nevada Bar No. 14612
3100 W. Sahara Ave., Suite 202
Las Vegas, NV 89102
702-420-2733
Attorney for Vijay Reddy, Margaret
Reddy, Max Global, Inc. and Mohan
Thalmarla

ORDER DENYING MOTIONS TO DISMISS - 5

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Through the Court's electronic service system on October 4, 2019.

/s/ Jay Freedman
Jay Freedman

Exhibit 27

|



1 **MAFC**

2 Zachary T. Ball, Esq.
Nevada Bar No. 8364

3 **THE BALL LAW GROUP**

1935 Village Center Circle, Suite 120

Las Vegas, Nevada 89134

Telephone: (702) 303-8600

Email: zball@balllawgroup.com

Attorney for *Medappeal LLC and*

Liberty Consulting & Management

Services, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

9 MEDAPPEAL, LLC, An Illinois Limited
Liability Company,

11 Plaintiff,
vs.

12 DAVID WEINSTEIN, VIJAY REDDY,
MARGARET REDDY, MOHAN
13 THALMARLA, KEVIN BROWN, MAX
GLOBAL, INC., VISIONARY BUSINESS
14 BROKERS LLC, MEDASSET
CORPORATION, and DOES 1-50,

15 Defendants.

16 MEDASSET CORPORATION, a Nevada
Corporation,

18 Counterclaimant,
v.

20 MEDAPPEAL, LLC, an Illinois Limited
Liability Company,

21 Counter-Defendant.

22 MEDASSET CORPORATION, a Nevada
Corporation,

24 Third-Party Plaintiff,
v.

25 LIBERTY CONSULTING &
MANAGEMENT SERVICES, LLC, an
26 Illinois Limited Liability Company,

27 Third-Party Defendant

Case No.: A-19-792836-C

Dept. No.: 31

**MEDAPPEAL'S MOTION FOR
ATTORNEY FEES AND COSTS**

HEARING NOT REQUESTED

THE BALL LAW GROUP
1935 Village Center Circle, Suite 120
Las Vegas, Nevada 89134
(702) 303-8600

1 NOW COMES, Plaintiff/Medappeal, LLC ("Medappeal") by and through its counsel of
2 record, The Ball Law Group, hereby submits its Motion for Attorney Fees and Costs. This
3 motion is based on the following Memorandum of Points and Authorities, the declarations
4 attached hereto, the exhibits attached hereto, the papers and pleadings on file herein, as well as
5 any oral argument the Court may entertain.

6 DATED this 8th day of July, 2021.

THE BALL LAW GROUP

7
8 /s/ Zachary T. Ball, Esq.

9 Zachary T. Ball, Esq.
10 Nevada Bar No. 8364
11 1935 Village Center Circle, Suite 120
12 Las Vegas, Nevada 89134
13 Attorney for Medappeal LLC and
14 Liberty Consulting & Management
15 Services, LLC

16 **MEMORANDUM OF POINTS AND AUTHORITIES**

17 **I.**

18 **INTRODUCTION AND STATEMENT OF FACTS**

19 The Defendants in this matter conspired to sell Medappeal a worthless medical appeals
20 and credentialing business package for \$75,000.00 in which Defendants did not, could not and
21 had no intention of delivering. Conspiring together as online business brokers, sellers and
22 trainers, Defendants sold worthless business opportunities to at least a dozen other victims before
23 they made Medappeal their next victim. Defendants led Medappeal to "purchase" a package of
24 lies and strung Medappeal along when it questioned Defendants Weinstein, V. Reddy, and
25 Brown about the nature of the business. After two years of litigation, Medappeal obtained
26 summary judgment regarding the claims against the various Defendants in this matter.

27 Medappeal is entitled to an award of its reasonable attorney fees and costs. Defendants'
28 conduct throughout litigation demonstrated that their claims and defenses were meritless and
designed only to conceal their fraudulent conduct. Moreover, this Court has already ordered that
Medappeal may seek to recover its attorney fees. In these circumstances, the fees Medappeal
incurred to pursue its claims should be awarded.

II.

ARGUMENT

A. Standard of Review.

Under Nevada law, the district court may award attorney fees when authorized under a statute, rule or contract. *Albios v. Horizon Communities, Inc.*, 122 Nev. 409, 417, 132 P.3d 1022, 1027-28 (2006) (citations omitted). NRS 18.010 states:

(2) In addition to the cases where an allowance is authorized by specific statute, the court may make an allowance of attorney's fees to a prevailing party:

(a) When the prevailing party has not recovered more than \$20,000; or

(b) Without regard to the recovery sought, when the court finds that the claim, counterclaim, cross-claim or third-party complaint or defense of the opposing party was brought or maintained without reasonable ground or to harass the prevailing party. The court shall liberally construe the provisions of this paragraph in favor of awarding attorney's fees in all appropriate situations....

3. In awarding attorney's fees, the court may pronounce its decision on the fees at the conclusion of the trial or special proceeding without written motion and with or without presentation of additional evidence

The "well known basic elements to be considered in determining the reasonable value of an attorney's services . . . may be classified under four general headings." *Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). Those four factors are:

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

Id. (emphasis added). Although no one element controls, the district court should use "reason and fairness" in calculating attorneys' fees. *Albios*, 122 Nev. at 417, 132 P.3d at 1034; *Miller v. Wilfong*, 121 Nev. 619, 623, 119 P.3d 727, 730 (2005); *Brunzell*, 85 Nev. at 349, 455 P.2d at 33.

1 An analysis of reason and fairness includes consideration of the complexity of the matter, the
2 amount of time spent and therefore the reasonableness of the number of hours spent thereon. *See*
3 *e.g., Salmon v. Davis Cty.*, 916 P.2d 890, 893 (Utah 1996).

4 **B. Medappeal is Entitled to an Award of Attorney Fees and Costs Against the**
5 **Defendants.**

6 This Court already ordered that Medappeal is entitled to seek its attorney fees and costs
7 when it granted summary judgment. *See June 18, 2021 Notice of Entry of Order and Findings*
8 *of fact and Conclusions of Law*, 26:9-11. Medappeal is entitled to recover its attorney fees
9 pursuant to NRS 207.470(1), costs under NRS 207.470(1) and NRS 18.0220(3) and pre-
10 judgment interest under NRS 17.130. *Id.*

11 Further, Plaintiff is entitled to an award of its reasonable attorney fees and costs as the
12 prevailing party in this matter and due to the frivolousness and unreasonableness of Defendants'
13 defenses in light of the claims and evidence set forth. A party prevails if it succeeds on any
14 significant issue in litigation which achieves some of the benefit it sought in bringing suit. *See*
15 *Pardee Homes of Nevada v. Wolfram*, 135 Nev. 173, 179, 444 P.3d 423, 427 (2019)
16 citing *Las Vegas Metro. Police Dep't v. Blackjack Bonding, Inc.*, 131 Nev. 80, 90, 343 P.3d 608,
17 615 (2015). An order dismissing a complaint is sufficient to find a prevailing party. *MB Am., Inc.*
18 *v. Alaska Pac. Leasing*, 132 Nev. 78, 89, 367 P.3d 1286, 1292 (2016).

19 Here, throughout the course of the litigation, Defendants engaged in frivolous motion
20 practice, designed to waste the time, money, and resources of Plaintiff and the Court.
21 Specifically, on March 30, 2021, this court sanctioned Defendant Weinstein's attorney for filing
22 counterclaims that were frivolous and without merit.

23 Defendants' motions are even more egregious in light of the fact that V. Reddy and
24 Weinstein have since admitted to engaging in the very fraudulent scheme as alleged by Plaintiff
25 in this case. Despite their current admission, Plaintiff had to expend hundreds of hours and
26 thousands of dollars opposing such ridiculous motions as Defendants' Motion for "attorney's
27 eyes only" protection for Defendant Weinstein's "confidential and proprietary information."
28 Nothing Weinstein possessed was worthy of any protection from this court, is obvious from his

1 guilty plea.

2 Therefore, the only remaining question is the amount of the reasonable attorney fees
3 incurred and to be reimbursed.

4 **C. Medappeal's Attorney's Fees and Costs are Justified Under *Brunzell***

5 When considering an award of attorney's fees and costs, Nevada law requires an analysis
6 pursuant to the factors enumerated in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345
7 (1969), specifically: (1) the qualities of the advocate; (2) the character of the work to be done;
8 (3) the work actually performed by the lawyer; and (4) the result.

9 **1. Qualities of the Advocate**

10 Under this factor, the Court should evaluate Mr. Ball's abilities, training, education,
11 experience, professional standing and skill. *Id.* at 349. Mr. Ball has been a licensed attorney in
12 Nevada since 2003. He has a great deal of experience in all aspects of litigation involving real
13 estate, ownership disputes and contract disputes. *See Declaration of Zach Ball attached as*
14 *Exhibit A.* Therefore, he had the necessary experience and skill to handle this matter.

15 Mr. Ball is well-educated having graduated from the University of Utah in 1999 where he
16 obtained a B.A. He then went to Gonzaga University School of Law where he earned his JD in
17 2002 and Gonzaga University College of Business where he heard his MBA. He is also a
18 respected member of the legal community and is known for his quality legal work. *See Exhibit*
19 *A.*

20 Further, Mr. Ball has handled numerous contract cases and is well-versed in the applicable
21 law. *See Exhibit A.* Most importantly, Mr. Ball has been an effective advocate and excellent
22 representative for each of his clients including Plaintiff. Based on Mr. Ball's extensive legal
23 experience, education, effective management of multiple cases, including those involving
24 matters similar to the matter at hand, his legal rate of \$250.00 per hour is justified. *See Exhibit*
25 *A.*

26 Mr. Ball also retained the services of a freelance attorney, Jason M. Gerber, to assist with
27 the case. *See Exhibit A.* Mr. Gerber assisted with providing document review, legal research and
28 drafting during the case. Mr. Gerber has extensive knowledge and more than 18 years'

1 experience as a trial lawyer in the US Army, Nevada and Michigan. *See Exhibit A.*

2 Likewise, Mr. Jay Freedman provided advice and services to Medappeal prior to Mr. Ball
3 taking over the case. Mr. Freedman was educated at California State Polytechnic University and
4 earned his law degree at Loyola Law School, Los Angeles. *See Exhibit A.*

5 Prior to filing in Nevada, this case was brought in Illinois. Attorney Gregory Markwell
6 graduated from Urbana-Champaign with a Bachelor of Arts in 2008; he obtained his Juris
7 Doctorate from DePaul University College of Law in 2012. The litigation in Illinois was brought
8 pursuant to the same facts and circumstances as this action and was only dismissed because of a
9 forum selection clause in the fraudulently obtained contract. Nonetheless, the work was all still
10 necessary for the eventual result before this Court. The litigation was handled by Medappeal's
11 in-house attorney as well.

12 **2. Character of the Work Done**

13 When analyzing this factor, the Court should consider the case's difficulty, intricacy,
14 importance, time and skill required, the responsibility imposed, and the prominence and
15 character of the parties where they affect the importance of the litigation. *Id.* The work performed
16 on behalf of Medappeal was extremely important to where it was able to recover despite the
17 fraud of the Defendants. The work also included multi-jurisdictional work and considerable
18 investigation into Defendants' complicated multi-state scam. This case required a significant
19 amount of time and skill to ensure a proper, fair and effective defense was provided.

20 **3. Work Performed**

21 As to this factor, it takes into account the skill, time and attention given to the work. *Id.*
22 Mr. Ball and his team absolutely took the necessary time to effectively represent Medappeal in
23 this matter. The quality of Mr. Ball's work is reflective in every document filed and argument
24 presented. As discussed above, Mr. Ball had the requisite skills to identify the proper course of
25 the case, which included successfully arguing the Motion for Summary Judgment. Further, the
26 fees incurred in the predecessor Illinois Action were all incurred for work necessary to pursue
27 claims in this case.

28 ///

1
2 **4. Result**

3 This factor focuses on whether the attorney was successful and the benefits derived. *Id.*
4 There is no question that Mr. Ball achieved an excellent result in this case based on the Court's
5 decision.

6 **D. Amount of Attorney Fee Award.**

7 Given the outcome of the case, the attorneys' skills and successful advocacy, Medappeal's
8 reasonable attorney fees of \$137,647.97 should be awarded. *See Billing Statements attached as*
9 *Exhibit B.*

10 **E. Award of Costs.**

11 Medappeal is also entitled to an award of its litigation costs as the prevailing party. *See*
12 NRS 18.110(1). In order to award litigation costs, a district court must have before is evidence
13 that the costs were reasonable, necessary and actually incurred. *Cadle Co. v. Woods & Erickson,*
14 *LLP*, 131 Nev. 114, 121, 345 P.3d 1049, 1054 (2015). Here, Medappeal seeks to recover costs
15 as outlined in her Memorandum of Costs filed concurrently with this Motion. *See Memorandum*
16 *of Costs attached as Exhibit C.* The Memorandum of Costs includes all of the documentation for
17 the claimed costs. Further, all of the costs were actually incurred and necessary to properly
18 pursue this matter against Defendants. *See Exhibit A.* Therefore, Medappeal is entitled to recover
19 its costs in the amount of \$6,325.57.

20 **III.**
21 **CONCLUSION**

22 Based on the foregoing, Colvin respectfully requests the Court awards Medappeal the
23 attorney's fees in the amount of \$137,647.97 and costs in the amount of \$6,325.57.

24 DATED this July 8, 2021.

25 THE BALL LAW GROUP

26 /s/ Zachary T. Ball
27 Zachary T. Ball, Esq., NBN 8364
28 1935 Village Center Circle, Suite 120
 Las Vegas, NV 89134
 Attorney for Medappeal LLC and
 Liberty Consulting & Management
 Services, LLC

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **MEDAPPEAL'S MOTION FOR ATTORNEY FEES AND COSTS** was electronically filed with the Eighth Judicial District Court on the July 8, 2021. Electronic service of the foregoing document shall be sent by the Court via email to the addresses furnished by the registered user(s) pursuant to N.E.F.C.R. 9(b) and 13(c) and as shown below:

David Weinstein
c/o Michael Orenstein
4018 Sheridan Street
Hollywood, Florida 33021
davidsunbelt@gmail.com
Pro-Se

Kevin Brown
2006 Sylvan Park Road
Burlington, New Jersey 08016
(856) 533-8173
Pro Se

Leah Martin
lmartin@leahmartinlv.com
Counsel for Defendant *Vijay Reddy,*
Margaret Reddy and Mohan Thalmarla
and Max Global, Inc.

Visionary Business Brokers
2006 Sylvan Park Road
Burlington, NJ 08016
(856) 533-8173
Pro Se

Medasset Corporation
c/o Registered Agent: David Weinstein
125 East Harmon Avenue, #322
Las Vegas, Nevada 89109
(702) 592-2018
davidsunbelt@gmail.com
Pro-Se

David Weinstein
125 Harmon Avenue, #322
Las Vegas, Nevada 89109

Medasset Corporation
c/o Michael Orenstein
4018 Sheridan Street
Hollywood, Florida 33021

/s/ Kelley A. McGhie
An Employee of the Ball Law Group

Exhibit A

Exhibit A

THE BALL LAW GROUP
1935 Village Center Circle, Ste. 120
Las Vegas, Nevada 89134
(702) 303-8600

Zachary T. Ball, being first duly sworn upon oath, deposes and says.

2. I am an attorney duly licensed to practice in the State of Nevada and counsel of record for Medappeal LLC and Liberty Consulting & Management Services, LLC, parties in the above-entitled action. I submit this Declaration in support of Plaintiff's Motion for Award of Attorney's Fees and Costs.

4. I have been a Nevada attorney for more than 17 years and have practiced almost exclusively before the Eighth Judicial District Court. I am aware of the community standard for billing in Las Vegas. I believe that, both as to the rate and amount, the fees my client incurred in this matter, for which it seeks reimbursement, are fair and reasonable. Moreover, my regular hourly rate is \$250.00 an hour, which is in line with the community standard for billing rates for attorneys with similar experience.

5. I also retained the services of a contract attorney, Jason M. Gerber. Mr. Gerber has been a practicing trial lawyer and civil litigator for more than 18 years in the US Army, Nevada and Michigan. Mr. Gerber has extensive experience in civil litigation and has served as a court annexed arbitrator in dozens of cases. Mr. Gerber provided document review, drafting and preparation assistance. Mr. Gerber's billing rate of \$250.00 per hour is in line with the community standard for billing rates for attorneys with similar experience.

7. Prior to taking over this case, Mr. Jay Freedman acted as counsel of record. Mr. Freedman was educated at California State Polytechnic University and earned his law degree

1 at Loyola Law School, Los Angeles. Mr. Freedman was further utilized by our firm as a non-
2 attorney at the request of Plaintiff.

3 8. Prior to Mr. Freedman's retention in the case, this case was brought in Illinois.
4 Attorney Gregory Markwell graduated from Urbana-Champaign with a Bachelor of Arts in
5 2008; he obtained his Juris Doctorate from DePaul University College of Law in 2012. The
6 litigation in Illinois was brought pursuant to the same facts and circumstances as this action
7 and was only dismissed because of a forum selection clause in the fraudulently obtained
8 contract. Nonetheless, the work was all still necessary for the eventual result before this Court.

9 9. I respectfully submit that the fees incurred set forth in Exhibit A by all of the above-
10 named individuals (attached hereto), which I reviewed in detail, meet all the requirements of
11 the Nevada Supreme Court's opinion in *Brunzell v. Golden Gale Bank*, 85 Nev. 345, 349
12 (1969), wherein it set forth the factors relevant to determine the reasonableness of an attorney
13 fee award. Specifically, these include (1) the qualities of the advocate: his ability, his training,
14 education, experience, professional standing and skill; (2) the character of the work to be done:
15 its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed
16 and the prominence and character of the parties where they affect the importance of the
17 litigation; (3) the work actually performed by the lawyer: the skill time and attention given to
18 the work; (4) the result: whether the attorney was successful and what benefits were derived.

19 10. When applying the *Brunzell* factors to the total request of \$137,647.97 in attorney's
20 fees, which includes those attorney's fees incurred for preparing all documents and pleadings,
21 motion practice, and the Arbitration hearing, the Arbitrator is requested to find that the four
22 factors are satisfied by Plaintiff. This includes, without limitation, the qualities of the attorneys,
23 their ability, training, education, experience and professional standing and skill, the character
24 of the work completed by counsels, especially with the importance of the issues in this action,
25 the work actually performed by counsels and the skill, time and attention that was devoted to
26 the work performed, and finally, the successful result obtained and the benefits derived as a
27 result of that work.

28 11. I helped prepare and revise the Motion for Attorney's Fees, and any references

1 therein, including those regarding the analysis of the *Brunzell* factors are truthful and accurate.

2 12. I also prepared the Memorandum of Costs and the associated documentation
3 attached as Exhibit C. I am familiar with all of the litigation costs identified in the
4 Memorandum and reviewed the documentation at the time the costs were incurred and again
5 at the time the Memorandum was prepared. I believe all of these costs were necessary to
6 properly defend Colvin and to avoid the impact of any judgment against her. I can attest that
7 all of these costs were reasonable in my experience, necessary for this case and actually
8 incurred in this matter.

9 I declare under penalty of perjury, under the laws of the State of Nevada, that the foregoing
10 statements are true and correct.

11 Further declarant sayeth naught.

12
13 /s/ Zachary T. Ball, Esq.
14 Zachary T. Ball, Esq.
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 28



OPPS

ANDREW WASIELEWSKI, ESQ.
Nevada Bar No. 6161
THE WASIELEWSKI LAW FIRM, LTD.
8275 South Eastern Avenue, Suite 200-818
Las Vegas, NV 89123
Phone: (702) 490-8511
Fax: (702) 548-9684
Email: andrew@wazlaw.com
Attorney for Defendants
Margaret Reddy, Mohan Thalamarla, Max Global, Inc.

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, STATE OF NEVADA

MEDAPPEAL, LLC, An Illinois
Limited Liability Company,

Plaintiff,

vs.

DAVID WEINSTEIN, VIJAY REDDY,
MARGARET REDDY, MOHAN THALAMARLA,
KEVIN BROWN, MAX GLOBAL, INC.,
VISIONARY BUSINESS BROKERS, LLC,
MEDASSET CORPORATION, AND DOES 1-
50.

Defendants.

And related counterclaim

And related third party complaint

Case No. A-19-792836-C
Dept No. XIV

Hearing Not Requested

DEFENDANTS' OPPOSITION TO MOTION FOR ATTORNEY'S FEES

COMES NOW, Defendants MARGARET REDDY, MOHAN THALAMARLA and MAX
GLOBAL, INC, through their counsel of record ANDREW WASIELEWSKI, ESQ.
of the law firm of THE WASIELEWSKI LAW FIRM, LTD., and hereby oppose
Plaintiff's Motion for Attorney's Fees, pursuant to NRCP 12, NRCP 54

1 and NRS 86. These defendants have not done anything to warrant a
2 judgment, much less attorney's fees against them.

3 This Motion is made and based upon the Points and Authorities
4 and exhibits set forth hereinbelow, all of the pleadings and papers
5 on file with this Court, and any arguments of counsel made at any
6 hearing of this matter.

7 FACTS

8 I.

9 This case was originally filed and then amended with the idea
10 that there should be a recovery against these Defendants for a
11 contract that was breached. However, what this Plaintiff failed to
12 state is that Plaintiff is not authorized to do business in Nevada
13 nor file any lawsuits in Nevada. To the extent that Plaintiff
14 continues to pursue this and incur additional litigation expenses
15 while knowing:

16 A) it never had any minimum contacts with Nevada

17 B) it intentionally never filed for a business license to do
18 business in Nevada

19 C) pursuing a judgment wrongfully gained against Defendants,
20 knowing these Defendants have no connection with this Plaintiff on
21 any level

22 is continued grounds for pursuing an independent action against this
23 Plaintiff and its manager.

24 Defendants know that this Court has no longer the jurisdiction
25 to rule on its Huneycutt motion filed at the end of July. However,
26 Defendants request of this Court to suspend all continued litigation
27 of this matter pending the outcome of the Huneycutt motion on
28 October 10, 2021 and the ensuing appeal.

1 Even if this litigation were authorized and allowable, the
2 Defendants have done nothing in this case other than to produce
3 evidence of lack of subject and personal jurisdiction and respond
4 appropriately to discovery. There is no indication that they or
5 each of them filed any frivolous motion practice, filed any
6 subversive or antagonistic counter and cross-claims or in any way
7 obfuscated Plaintiff's illicit pursuit of his remedy in this forum.

8 If this Court is unwilling to defer ruling on this matter until
9 the time of the Huneycutt motion on October 10, 2021, then these
10 Defendants request that the attorney's fees award be only against
11 those Defendants responsible for the unnecessary and protected
12 litigation. These Defendants, while in respect for this Court,
13 respectfully disagree with any exercise of jurisdiction against
14 them. Of course, without jurisdiction, any pursuit of any remedy
15 would be the basis for NRCP 11 sanctions, independent litigation for
16 abuse of process and possibly litigation intended to immediately
17 halt the process this Court is using to continue to subject these
18 Defendants to execution of judgment.

19 Previously, in response to these Defendant's request to
20 bifurcate the enforcement of the judgment awarded at Summary
21 Judgment, this Court determined that joint and several liability
22 existed as to these opposing Defendants. However, it is clear that
23 no independent tort acts have been performed by these two
24 individuals and one company. These individuals have never come to
25 Nevada and have never spoken with Plaintiff's representatives. They
26 have not signed any contracts and have not produced any
27 documentation that they were ever involved in any acts intended to
28 harm or induce harm on the Plaintiff.

1 On August 26, 2021, this Court justified its result by stating
2 that in her experience prosecuting white color crime, these
3 Defendants have to pay the judgment, or post a bond, or words to
4 that effect. This Court also stated that it remembers every fact of
5 this case, or words that effect, in order to ostensibly justify that
6 any motion practice that opposes Plaintiff's aims is futile and will
7 be denied. This is just not appropriate for at least 3 main
8 reasons:

9 1) Plaintiff never brought before this Court that it had no
10 business license in Nevada

11 2) The Court's experience in other white color criminal
12 matters does not control over the facts in this case

13 3) The Court cannot possibly know or remember facts that were
14 never brought before it and those facts, are material facts that
15 argue, very strongly, for the immediate dismissal of this action.

16 On August 19, 2021, during calendar call, the Court stated it
17 would work with the attorneys for those parties still represented by
18 Counsel to have all matters heard together, to preclude these
19 Defendants from having to make numerous appearances all to say
20 exactly the same thing: the Plaintiff has no grounds and no business
21 pursuing remedies as a foreign LLC without obtaining a business
22 license at any time, and who admits it has no contacts with this
23 State.

24 It is not too late to assist in the administration of justice
25 for all. Justice argues that the rule of law in Nevada is followed
26 to the letter. Justice argues that parties who the State of Nevada
27 has no personal and subject matter jurisdiction over cannot be
28 compelled to bring suits or made to defend cases for which there is
no basis in law or fact to continue.

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0

PLAINTIFF'S ABUSIVE LITIGATION PRACTICES HAVE RISEN TO THE LEVEL OF FRAUD ON THE COURT

Courts, including the Nevada Supreme Court and the 9th Circuit have had the opportunity to dissect the meaning of "fraud on the court" and several definitions have been attempted. In the 9th Circuit, the court held that a "fraud on the court" occurs "where it can be demonstrated, clearly and convincingly, that a party has knowingly set in motion some unconscionable scheme calculated to interfere with the judicial system's ability impartially to adjudicate a matter by improperly influencing the trier or unfairly hampering the presentation of the opposing party's claim or defense. *Alexander v. Robertson*, 882 F.2d 421, 424 (9th Cir. 1989).

The Nevada Supreme Court has held that, while using the guidance of the US Supreme Court in that generally, speaking, only the most egregious misconduct, such as bribery of a judge or members of a jury, or the fabrication of evidence by a party in which an attorney is implicated, will constitute a fraud on the court (See *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238, 64 S. Ct. 997, 88 L. Ed. 1250 (1944)) stated:

"salutary purpose of Rule 60(b) is to redress any injustices that may have resulted because of excusable neglect or the wrongs of an opposing party. Rule 60 should be liberally construed to effectuate that purpose" (see *Nevada Industrial Dev. v. Benedetti*, 103 Nev. 360, 364, 741 P.2d 802, 805 (1987)). (emphasis added).

As David Hague demonstrated in the Nevada Law Review in 2016:

1 "While fraud on the court has been recognized for
2 centuries as a basis for
3 setting aside a final judgment, it has been used for
4 several other purposes under the rules of civil
5 procedure. Generally, fraud on the court is a fraud
6 "directed to the judicial machinery itself and is not
7 fraud between the parties or fraudulent documents . . .
8 . It is thus fraud where . . . the impartial functions
9 of the court have been directly corrupted." *Robinson v.*
10 *Audi Aktiengesellschaft*, 56 F.3d 1259, 1266 (10th Cir.
11 1995). Interestingly, the term "fraud on the court"
12 only mentioned in Rule 60(d)(3) of the Federal Rules of
13 Civil Procedure, yet courts have also used this
14 doctrine to order dismissal or default under other
15 rules where a litigant has stooped to the level of
16 fraud on the court. See, e.g., *Combs v. Rockwell Int'l*
17 *Corp.*, 927 F.2d 486, 488 (9th Cir. 1991) (relying on
18 Rule 11 where counsel made thirty-six changes on a
19 deposition errata sheet after the client advised that
20 the transcript was accurate and the testimony was
21 correct); *Brockton Sav. Bank v. Peat, Marwick, Mitchell*
22 *& Co.*, 771 F.2d 5, 11-12 (1st Cir. 1985) (affirming
23 district court's entry of default judgment under
24 court's inherent powers in response to defendant's
25 abusive litigation practices); *Wyle v. R.J. Reynolds*
26 *Indus., Inc.*, 709 F.2d 585, 589 (9th Cir. 1983)
27 ("[C]ourts have inherent power to dismiss an action
28 when a party has willfully deceived the court and
engaged in conduct utterly inconsistent with the
orderly administration of justice." 16 Nevada L J, 707,
709-711 (2016).

19 In the instant case, Plaintiff brought this action all the
20 while knowing that it had not gotten a business license in the State
21 of Nevada. As an LLC, it knows it must get a business license to
22 operate. It also knew that it needed to operate in Nevada, because
23 ostensibly, it was formed for that very reason, to operate in Nevada
24 under the contract it pled that it alleged other Defendants (not
25 these opposing Defendants) breached.

26 Nonetheless, Plaintiff continues to assert allegations based on
27 its judgment that are continuing to injure these Defendants.
28 Bringing actions that it knows it cannot and should never have
maintained go against all courtesy and decency that this Court

1 stands for. It is neither appropriate or lawful to pursue remedies
2 in a case in which the matter has no subject matter jurisdiction.

3 Not only is Plaintiff still pursuing remedies, but it is
4 pursuing execution and garnishment against the Defendants despite
5 knowing that it has no grounds to continue this remedy or this
6 litigation in its current form.

7 These opposing Defendants have spent nearly \$15,000.00 since
8 the beginning of July to bring motions, an appeal and now this
9 opposition to stop the process of going after these Defendants for
10 no lawful purpose. The Defendants ask this Court to stop this
11 practice immediately.

12 III.

13 PLAINTIFF VIOLATED NEVADA LAW WHEN IT CONTINUES TO PURSUE JUDGMENT

14 NRS 22.010 states in pertinent part:

15 "The following acts or omissions shall be deemed
16 contempts:

17 ...
18 3. Disobedience or resistance to any lawful writ,
19 order, rule or process issued by the court or judge at
20 chambers.

21 ...
22 7. Abusing the process or proceedings of the court or
23 falsely pretending to act under the authority of an
24 order or process of the court.

25 In the instant matter, Plaintiff decided that he would disregard
26 a key element of law and fail to register it as a legitimate
27 business. As such, it has no right to continue to litigate.
28 Nonetheless, despite being faced with the knowledge that these
Defendants found out its practice, Plaintiff is still harassing these
opposing Defendants with process that is wasteful, expensive and
unwarranted. This needs to immediately cease.

1 This Court, on August 19, 2021, agreed with these Defendants
2 that all pending matters shall be stayed to be heard all together.
3 This Court pledged that soon, ostensibly before August 26, 2021, that
4 there would be a meeting to consolidate all motions together to have
5 them heard concurrently. This would be both efficient and
6 appropriate given the allegations and the circumstances this instant
7 matter is in, all due to the Plaintiff's refusal to do the right
8 thing.

9
10 Despite all of that, this Court is continuing to administer
11 rulings incrementally. This process is costing thousands of dollars
12 to these Defendants that is completely unnecessary. If the Court
13 wished to allow Plaintiff everything Plaintiff wants, there is no
14 reason it cannot make one hearing, with one ruling to cover all areas
15 together. In that event, Defendants would not have to resort to what
16 may be very expensive multiple appeals (as many as 3) and even have
17 to resort to Writs of Prohibition.

18
19 Further, Plaintiff's contemptuous pursuits of remedies of
20 litigation all the while knowing it has no jurisdiction to do so must
21 end immediately.

22 IV. CONCLUSION

23 For all these reasons, Defendants request that Plaintiff's
24 request for attorney's fees be DENIED or continued until the date of

25 //

26 //

27 //

28 788

these Defendant's Huneycutt Motion on October 10, 2021.

DATED this 31st day of August, 2021

THE WASIELEWSKI LAW FIRM, LTD.

/s/ Andrew Wasielewski

By:

ANDREW WASIELEWSKI, ESQ.
Nevada Bar #6161
8275 S. Eastern Ave #200-818
Las Vegas, NV 89123
Attorney for Defendants
Margaret Reddy, Mohan
Thalamarla and Max Global

CERTIFICATE OF SERVICE

I hereby certify that service of DEFENDANTS' OPPOSITION TO MOTION FOR ATTORNEY'S FEES was served on all parties by utilizing the services of the Eighth Judicial District Court's E-service to provide electronic service to the following parties on August 31, 2021:

Leah A. Martin, Esq., P.C.
LEAH A. MARTIN, ESQ.
Nevada Bar No. 7982
3100 W. Sahara Ave., #202
Las Vegas, NV 89102
Attorneys for VIJAY REDDY

The Ball Law Group
ZACHARY T BALL, Esq.
Nevada Bar No. 8364
1935 Village Center Cir #120
Las Vegas, NV 89134
Attorney for Plaintiff

David Weinstein (& Medasset Corp)
c/o Michael Orenstein
4018 Sheridan Street
Hollywood, FL 33021
Defendant

David Weinstein
125 Harmon Ave. #122
Las Vegas, NV 89109
Defendant and Registered
Agent for Defendant Medasset

Kevin Brown
2006 Sylvan Park Road
Burlington, NJ 08016
Defendant

Visionary Business Brokers
2006 Sylvan Park Road
Burlington, NJ 08016
Defendant

/s/ Andrew Wasielewski

By:

An Employee of
THE WASIELEWSKI LAW FIRM

Exhibit 29

Heaven S. Smith
CLERK OF THE COURT

OGJ

Zachary T. Ball, Esq., NVB 8364
THE BALL LAW GROUP
1935 Village Center Circle, Suite 120
Las Vegas, Nevada 89134
Telephone: (702) 303-8600
Email: zball@balllawgroup.com
Attorney for *Medappeal LLC and*
Liberty Consulting & Management
Services, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

MEDAPPEAL, LLC, An Illinois Limited
Liability Company,

Plaintiff,

vs.

DAVID WEINSTEIN, VIJAY REDDY,
MARGARET REDDY, MOHAN
THALMARLA, KEVIN BROWN, MAX
GLOBAL, INC., VISIONARY BUSINESS
BROKERS LLC, MEDASSET
CORPORATION, and DOES 1-50,

Defendants.

MEDASSET CORPORATION, a Nevada
Corporation,

Counterclaimant,

v.

MEDAPPEAL, LLC, an Illinois Limited
Liability Company,

Counter-Defendant.

MEDASSET CORPORATION, a Nevada
Corporation,

Third-Party Plaintiff,

v.

LIBERTY CONSULTING &
MANAGEMENT SERVICES, LLC, an Illinois
Limited Liability Company,

Third-Party Defendant.

Case No.: A-19-792836-C

Dept. No.: 14

**ORDER GRANTING ATTORNEY'S
FEES AND COSTS**

THE BALL LAW GROUP
1935 Village Center Circle, Suite 120
Las Vegas, Nevada 89134
(702) 303-8600

ORDER GRANTING ATTORNEY'S FEES AND COSTS

This matter came before the Court on August 31, 2021 on Plaintiff/Counterdefendant Medappeal, LLC ("Medappeal") Motion for Attorney's Fees and Costs as to Medappeal's request for attorney's fees and costs with Zachary T. Ball, Esq. of Ball Law Group representing Medappeal and Andrew Wasielewski, Esq. of The Wasielewski Law Firm, Ltd. representing Margaret Reddy, Mohan Thalmarla, and corporate entity Max Global, Inc. only. The remaining parties were not represented and not present at the hearing. Having reviewed Medappeal's Verified Memorandum of Costs and Disbursements, Medappeal's Motion for Attorney's Fees, appearing Defendants' Opposition to Motion for Attorney's Fees and Medappeal's First Supplemental Verified Memorandum of Costs and Disbursements and Request to Amend Judgment To Include Prejudgment Interest, and having heard the arguments of counsel and for good cause shown,

THE COURT FINDS that the Court previously ruled at the time of ruling on Plaintiff's Motion for Summary Judgment that Attorney's Fees and Costs are approved.

THE COURT FURTHER FINDS that Medappeal was already awarded attorney fees under NRS 207.470(1), costs under NRS 207.470(1) and NRS 18.0220(3), and pre-judgment interest under NRS 17.130, jointly and severally against all Defendants on June 18, 2021.

THE COURT FURTHER FINDS that Plaintiff was already ordered to file with the Court informing this Court Plaintiff's requested attorney fees and costs amounts and substantiating documentation.

Therefore:

IT IS ORDERED that the Court GRANTS Medappeal's Motion for Attorney's Fees in the amount of \$137,647.97.

IT IS FURTHER ORDERED that the Court GRANTS Medappeal's costs and disbursements in the amount of \$6,325.57.

IT IS FURTHER ORDERED that the Court GRANTS Medappeal's prejudgment interest in the amount of \$33,560.47.

1 IT IS FURTHER ORDERED that Medappeal has a judgment amount against all
2 Defendants in the amount of \$402,534.01 as of August 31, 2021.

3 DATED this Q. Escobar day of September, 2021
4

5
6 Dated this 4th day of October, 2021

7 Q. Escobar

8 DISTRICT COURT JUDGE
508 980 EED7 8554
9 Adriana Escobar
District Court Judge

10 Reviewed and Approved by:

11 The Wasielewski Law Firm, Ltd.

12 /s/ Andrew Wasielewski, Esq.
Andrew Wasielewski, Esq.
Nevada Bar No. 6161
13 8275 South Eastern Avenue, Ste. 200-818
Las Vegas, Nevada 89123

14 Respectfully Submitted by:

15 THE BALL LAW GROUP
16

17 /s/ Zachary T. Ball
Zachary T. Ball, Esq.
18 Nevada Bar No. 8364
1935 Village Center Circle, Suite 120
20 Las Vegas, NV 89134
Attorney for Medappeal LLC and
Liberty Consulting & Management
Services, LLC
21
22
23
24
25
26
27
28

From: Andrew Wasielewski <andrew@wazlaw.com>
Date: Friday, September 17, 2021 at 3:22 PM
To: Zachary Ball <zball@balllawgroup.com>
Cc: Michelle Rasmussen <reception@balllawgroup.com>
Subject: Approved order from Motion for Attorneys fees and Costs hearing on 083121

Hello Zach,
I have attached the final order I agree with.
Sincerely,

Andrew Wasielewski, Esq.
The Wasielewski Law Firm, LTD.
8275 South Eastern Avenue, Suite 200-818
Las Vegas, NV 89123

794

(702) 490-8511

On 2021-09-16 13:09, Zachary Ball wrote:

Yes, please let me know by 3 pm tomorrow.

Thank you.

Zach

signature_1763316852



THE BALL LAW GROUP

1935 Village Center Circle

Suite 120

Las Vegas, Nevada 89134

(702) 303-8600 (phone)

zball@balllawgroup.com

NOTICE: This e-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. SS 2510-2521. The information herein is confidential, privileged and exempt from disclosure under applicable law. This e-mail (including attachments) is intended solely for the use of the addressee hereof. If you are not the intended recipient of this message, you are prohibited from reading, disclosing reproducing, distributing, disseminating, or otherwise using this transmission. The originator of this e-mail and it affiliates to not represent, warrant or guarantee that the integrity of this communication has been maintained or that this communication is free of errors, viruses or other defects. Delivery of this message or any portions herein to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

From: Andrew Wasielewski <andrew@wazlaw.com>

Date: Thursday, September 16, 2021 at 1:06 PM

To: Zachary Ball <zball@balllawgroup.com>

Cc: Michelle Rasmussen <reception@balllawgroup.com>

Subject: Re: Notice of Posting Bond

Hello Zachary,

795

I know that I have to provide you the order back today.
Today I am quite ill. May I have until tomorrow, close of business to provide the document back to you?
Sincerely,

Andrew Wasielewski, Esq.
The Wasielewski Law Firm, LTD.
8275 South Eastern Avenue, Suite 200-818
Las Vegas, NV 89123
(702) 490-8511

On 2021-09-15 12:22, Zachary Ball wrote:

Hi Andrew-

Thanks for speaking with me and Judge Singer earlier today.

Based on a portion of that conversation, I understood that your clients have gained the required bond in this matter. Our calculations show that the Order required proof of bond to be posted with the Court no later than yesterday. To avoid further collection efforts, please provide proof of the bond by the close of business tomorrow.

Thank you.

Zach

signature_1184394980



THE BALL LAW GROUP

1935 Village Center Circle

Suite 120

Las Vegas, Nevada 89134

(702) 303-8600 (phone)

zball@balllawgroup.com

NOTICE: This e-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. SS 2510-2521. The information herein is confidential, privileged and exempt from disclosure under applicable law. This e-mail (including attachments) is intended solely for the use of the addressee hereof. If you are not the intended recipient of this message, you are prohibited from reading, disclosing reproducing, distributing, disseminating, or otherwise using this transmission. The originator of this e-mail and it affiliates to not represent, warrant or guarantee that the integrity of this communication has been maintained or that this communication is free of errors, viruses or other defects. Delivery of this message or any portions herein to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5	Medapeal LLC, Plaintiff(s)	CASE NO: A-19-792836-C
6	vs.	DEPT. NO. Department 14
7	David Weinstein, Defendant(s)	

8

9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 10/4/2021

15 Leah Martin	lmartin@leahmartinlv.com
16 Leah Martin Law	information@leahmartinlv.com
17 Kevin Hejmanowski	khejmanowski@leahmartinlv.com
18 Zachary Ball	zball@balllawgroup.com
19 Kelley McGhie	kmcghie@balllawgroup.com
20 Andrew Wasielewski	andrew@wazlaw.com
21 Andrew Wasielewski	andrew@wazlaw.com
22 Andrew Wasielewski	andrew@wazlaw.com
23 Andrew Wasielewski	andrew@wazlaw.com

24

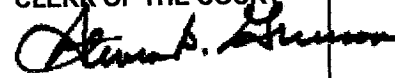
25

26

27

28

Exhibit 30



MREL

ANDREW WASIELEWSKI, ESQ.
Nevada Bar No. 6161
THE WASIELEWSKI LAW FIRM, LTD.
8275 South Eastern Avenue, Suite 200-818
Las Vegas, NV 89123
Phone: (702) 490-8511
Fax: (702) 548-9684
Email: andrew@wazlaw.com
Attorney for Defendants
Margaret Reddy, Mohan Thalamarla, Max Global, Inc.

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

MEDAPPEAL, LLC, An Illinois
Limited Liability Company,

Plaintiff,

vs.

DAVID WEINSTEIN, VIJAY REDDY,
MARGARET REDDY, MOHAN THALAMARLA,
KEVIN BROWN, MAX GLOBAL, INC.,
VISIONARY BUSINESS BROKERS, LLC,
MEDASSET CORPORATION, AND DOES 1-
50.

Defendants.

And related counterclaim

And related third party complaint

Case No. A-19-792836-C
Dept No. XIV

Hearing NOT Requested

**DEFENDANTS' MARGARET REDDY, MOHAN THALAMARLA AND MAX GLOBAL'S
HUNEYCUTT MOTION FOR RELIEF FROM JUDGMENT OR ORDER**

COMES NOW, Defendants MARGARET REDDY, MOHAN THALAMARLA and MAX
GLOBAL, through their counsel of record ANDREW WASIELEWSKI, ESQ. of
the law firm of THE WASIELEWSKI LAW FIRM, LTD., sets forth, pursuant
to NRCP 60, and *Huneycutt v Huneycutt*, 94 Nev 79 (1978), their Motion

1 for Relief in the above referenced matter, for and upon all papers
2 and pleadings on file herein, all exhibits, Points and Authorities
3 and affidavits as set forth herein.

4 I. STATEMENT OF THE ISSUE

5 Defendants, MARGARET REDDY, MOHAN THALAMARLA and MAX GLOBAL move
6 this Court pursuant to NRCP Rule 60 (b) for relief from the Court's
7 Order for Summary Judgment in this case based on newly discovered
8 evidence. NRCP Rule 60 permits relief from a judgment based on newly
9 discovered evidence "which by due diligence could not have been
10 discovered in time to move for a new trial under Rule 59(b); (3) fraud
11 (whether heretofore denoted intrinsic or extrinsic), misrepresentation
12 or other misconduct of an adverse party."

14 This Court has the ability to relieve Movants from a Judgment
15 based on improper conduct of the Plaintiff. Movants will notify the
16 Supreme Court of this filing pursuant to *Huneycutt v Huneycutt* and
17 depending on the outcome, request remand to allow the Court to issue a
18 decision accordingly.

20 II. FACTS

21 Defendants hired the undersigned counsel over the course of 4th of
22 July holiday and it still took five days to have the substitution of
23 attorney's signed for the undersigned to be able to appear. In the
24 short few weeks that he has had this action, the undersigned realized
25 that Plaintiff is neither licensed to do business in the State of
26 Nevada nor did it ever apply to do business in the State of Nevada.
27
28

801

1 Furthermore, the complaint and the amended complaint do NOT aver that
2 Plaintiff is licensed to do business in the State of Nevada.

3 It appears that this issue has never been brought before this
4 court. This is solely because Plaintiff hid or otherwise obstructed
5 from Defendants its inability to do any type of business in this court.

6 Further, and in addition to the statutory penalties that must be levied
7 upon Plaintiff, there is no jurisdiction for this case to continue with
8 this Court. There is no evidence available that would serve to allow
9 Plaintiff to maintain this action.

10 Plaintiff filed this action without being licensed to do business
11 in the State of Nevada. Plaintiff never cured this defect. Plaintiff
12 never made that fact known to any Defendant or to this Court in any
13 pleading. Literally years of litigation occurred while so not
14 licensed, in violation of NRS 86.

15 In fact, as of today, July 30, 2021, Plaintiff is still not
16 licensed to do business in the State of Nevada, pursuant to the check
17 of licensed businesses through the Secretary of State portal found at:
18 <https://esos.nv.gov/EntitySearch/OnlineEntitySearch>

19 At that portal, when MEDAPPEAL is entered, there is no record for
20 any business EVER have been allowed to do business in the State of
21 Nevada for any purpose. The result, as of July 30, 2021 is attached as
22 Exhibit A. Simply, MEDAPPEAL cannot maintain this action and any
23 judgment granted to it must be immediately vacated.

24 As if that was not enough, there is no personal jurisdiction over
25 these clients in Nevada in any event. These Defendants both had
26

1 submitted declarations that they had no connection with this State and
2 no connection with this Plaintiff.

3 Defendants are not looking to relitigate the personal jurisdiction
4 portion of this case, as it has already been litigated and is the
5 subject of the appeal. However, Defendants will ask for remand from
6 the Nevada Supreme Court in the event that this Court indicates,
7 pursuant to Nevada common law and *Huneycutt v. Huneycutt* in particular,
8 of its intention to vacate its judgment, remand the case back to the
9 District Court, for procedures to begin to relieve them from this
10 Judgment. After remand, these Defendants herein intend to move to
11 dismiss Plaintiff's Complaint as soon as is practical.
12

13 Declarations were made and signed during the beginning of this
14 case which in essence, established with certainty, there was no
15 connection with the instant lawsuit and their personal lives in
16 Michigan / India.

17 MARGARET and MOHAN are non-resident defendants that reside over
18 1500 miles away. They had never met Medappeal employees or its
19 officers. They never had any dealings with the Plaintiff on any level.
20 They never spoke about Plaintiff to any other defendant in this case.
21

22 III. POINTS AND AUTHORITIES

23 A. DEFENDANTS PROPERLY COMPLY WITH THE HONEYCUTT PROCEDURE TO RECEIVE 24 RELIEF FROM JUDGMENT AND SUCH RELIEF IS WARRANTED PURSUANT TO 25 OPERATION OF NRS 86.548

26 As the Nevada Supreme Court stated:

27 "... filing a notice of appeal divests the district court of
28 jurisdiction to act and vests jurisdiction in this court."
Mack-Manley v. Manley, 122 Nev. 849, 855, 138 P.3d 525, 529

802

1 (2006) (quoting *Rust v. Clark Cty. School District*, 103 Nev.
2 686, 688, 747 P.2d 1380, 1382 (1987)).

3 *Huneycutt* established that despite the general rule that the
4 perfection of an appeal divests the district court of jurisdiction to
5 act except with regard to matters collateral to or independent from the
6 appealed order, the district court nevertheless retains a limited
7 jurisdiction to review motions made in accordance with this procedure.
8 *Mack-Manley*, 122 Nev. at 855-56, 138 P.3d at 529-30; *Huneycutt*, 94 Nev.
9 at 80-81, 575 P.2d at 585-86.

10 NRCP 60 states in pertinent part:

11 "(b) On motion and just terms, the court may
12 relieve a party or its legal representative from a
13 final judgment, order, or proceeding for the
14 following reasons:

15 (1) mistake, inadvertence, surprise, or excusable
16 neglect;

17 (2) newly discovered evidence that, with reasonable
18 diligence, could not have been discovered in time
19 to move for a new trial under Rule 59(b);

20 (3) fraud (whether previously called intrinsic or
21 extrinsic), misrepresentation, or misconduct by an
22 opposing party;

23 ...
24 (6) any other reason that justifies relief."
25 (emphasis added)

26 In the instant matter, Defendants have just found conclusive
27 evidence that Plaintiff could not have and cannot still maintain this
28 action. In the seminal case of *AA Primo Builders, LLC v. Wash.*, 245
P.3d 1190 (Nev. 2010), the Nevada Supreme Court rules in pertinent
part, to identify the difference between operating an LLC in a revoked
status and operating an LLC without a charter:

29 "Doing business as an LLC without filing the initial
30 organizational documents carries significant fines of up to
\$10,000. NRS 86.213(1). A revoked charter, by contrast,
carries no fines, only a \$75 penalty reinstatement fee. NRS

1 86.272(3). As for incentivizing judgment-proof LLCs to
2 litigate with wanton abandon, NRS 86.361 provides that
3 members of an unchartered entity risk individual liability
4 unless the default is cured. See *Nichiryo Am., Inc. v. Oxford*
5 *Worldwide, LLC*, No. 03:07-CV-00335-LRH-VPC, 2008 WL 2457935
6 (D.Nev. June 16, 2008); see also *Resort at Summerlin v. Dist.*
7 *Ct.*, 118 Nev. 110, 40 P.3d 432 (2002) (interpreting NRS
8 80.210 (now NRS 80.055) to condition commencement and
9 maintenance of a lawsuit for foreign corporations on initial
10 qualification rather than continuous upkeep of its
11 qualification). The Legislature has addressed the penalties
12 for an administrative default leading to charter revocation
13 and loss of capacity to sue is not among them." *Id.*

14 Currently, NRS 86.213 requires in pertinent part:

15 "1. Every person, other than a foreign limited-liability
16 company, who is purporting to do business in this State as a
17 limited-liability company and who willfully fails or neglects
18 to file with the Secretary of State articles of organization
19 is subject to a fine of not less than \$1,000 but not more
20 than \$10,000, to be recovered in a court of competent
21 jurisdiction."

22 The analogous statute for foreign limited liability companies is
23 NRS 86.548 which has the same penalty and additionally states in
24 pertinent part:

25 "2. Every foreign limited-liability company transacting
26 business in this State which fails or neglects to register
27 with the Secretary of State in accordance with the provisions
28 of NRS 86.544 may not commence or maintain any action, suit
or proceeding in any court of this State until it has
registered with the Secretary of State."

The Nevada Supreme Court has clearly stated that the penalty for
LLCs that never register is not the same as the LLC who has registered
but let its registration lapse in revocation status. It is clear, the
curing of the willful failure to comply with the requirement to
register NEVER gives a company the right to bring or maintain an action
in this state.

805

1 In the instant case, the Plaintiff is a foreign LLC (licensed to
2 do business in Illinois). It has no right to do business in Nevada.
3 The fact that it has, subjects it to a fine of \$10,000.00 and any
4 liability for sanctions are passed through the LLC to its managers,
5 pursuant to *AA Primo Builders LLC*.

6 Further, Medappeal LLC cannot cure the problem by registering now.
7 It needs to dismiss this action, register and then bring it again.
8 There is simply no way for Medappeal to avail itself of this state's
9 jurisdiction until it follows the simple rules.
10

11 In the meantime, this case must be dismissed eventually.
12 Immediately, Defendants are merely asking for relief of judgment.
13 Based on how this Court rules, Defendants will petition the Supreme
14 Court for remand concurrent with the District Court's opinion for its
15 plan on how it will proceed.
16

17 IV. CONCLUSION

18 Therefore, Defendant request this Court hear Defendant's motion
19 and determine whether, if it had jurisdiction that it would be inclined
20 to grant relief to Defendants from the final summary judgment noticed
21 on or about June 18, 2021.

22 Dated this 30th day of July, 2021
23

24 THE WASIELEWSKI LAW FIRM, LTD.

25 /s/ Andrew Wasielewski
26
27
28

866

By: ANDREW WASIELEWSKI, ESQ.
Nevada Bar #6161
8275 S. Eastern Ave #200-818
Las Vegas, NV 89123
Attorney for Defendants
Margaret Reddy, Mohan
Thalamarla and Max Global,
Inc.

CERTIFICATE OF SERVICE

I hereby certify that service of
DEFENDANTS' MARGARET REDDY, MOHAN THALAMARLA AND MAX GLOBAL'S
HONEYCUTT MOTION FOR RELIEF FROM JUDGMENT OR ORDER
was served on all parties by utilizing the services of the Eighth
Judicial District Court's E-service to provide electronic service to
the following parties on July 30, 2021:

Leah A. Martin, Esq., P.C. LEAH A. MARTIN, ESQ. Nevada Bar No. 7982 3100 W. Sahara Ave., #202 Las Vegas, NV 89102 Attorneys for VIJAY REDDY	The Ball Law Group ZACHARY T BALL, Esq. Nevada Bar No. 8364 1935 Village Center Cir #120 Las Vegas, NV 89134 Attorney for Plaintiff
David Weinstein (& Medasset Corp) c/o Michael Orenstein 4018 Sheridan Street Hollywood, FL 33021 Defendant	David Weinstein 125 Harmon Ave. #122 Las Vegas, NV 89109 Defendant and Registered Agent for Defendant Medasset
Kevin Brown 2006 Sylvan Park Road Burlington, NJ 08016 Defendant	Visionary Business Brokers 2006 Sylvan Park Road Burlington, NJ 08016 Defendant

/s/ Andrew Wasielewski

By: An Employee of
THE WASIELEWSKI LAW FIRM

167

Exhibit A

NEVADA BUSINESS SEARCH

* Includes Trademarks, Trade Names, Service Marks, Reserved Names & Business Licenses

I WOULD LIKE TO SEARCH BY:

☒ Starts With ☐ Contains ☐ Exact Match ☐ All Words

Name:

medappeal

Alert

No records found with your search criteria.

OK

BUSINESS ENTITY SEARCH CRITERIA

Entity Number:

NV Business ID Number:

Officer Name:

Registered Agent Name:

809

MARKS SEARCH CRITERIA

Mark Number:

Classification:

-- Select --

Goods and Services:

Applicant Name:

ADVANCED SEARCH OPTIONS

☒ All ☐ Show Only Business Entity Information ☐ Show Only Mark Information

Type:

-- Select --

Status:

-- Select --

Search Clear

811

Exhibit 31



1 **OPPM**

2 Zachary T. Ball, Esq.

3 Nevada Bar No. 8364

4 **THE BALL LAW GROUP**

5 1935 Village Center Circle, Ste. 120

6 Las Vegas, Nevada 89134

7 Telephone: (702) 303-8600

8 Email: zball@balllawgroup.com

9 Attorney for *Plaintiff*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9
10 MEDAPPEAL, LLC, An Illinois Limited
Liability Company,

11 **Plaintiffs,**

12 vs.

13 DAVID WEINSTEIN, VIJAY REDDY,
14 MARGARET REDDY, MOHAN
THALMARLA, KEVIN BROWN, MAX
15 GLOBAL, INC., VISIONARY BUSINESS
BROKERS LLC, MEDASSET
16 CORPORATION, and DOES 1-50,

17 **Defendants.**

18 MEDASSET CORPORATION, a Nevada
19 Corporation,

20 **Counterclaimant,**

21 v.

22 MEDAPPEAL, LLC, an Illinois Limited
Liability Company,

23 **Counter-Defendant.**

Case No.: A-19-792836-C

Dept. No.: 14

**PLAINTIFF'S OPPOSITION TO
DEFENDANTS' HUNEYCUTT
MOTION FOR RELIEF FROM
JUDGMENT OR ORDER**

Date of Hearing: October 12, 2021

Time of Hearing: 10:00 AM

1 MEDASSET CORPORATION, a Nevada
2 Corporation,

3 Third-Party Plaintiff,

4 v.

5 LIBERTY CONSULTING &
6 MANAGEMENT SERVICES, LLC, an
Illinois Limited Liability Company,

7 Third-Party Defendant.

8 **PLAINTIFF'S OPPOSITION TO DEFENDANTS' HUNEYCUTT MOTION FOR**
9 **RELIEF FROM JUDGMENT OR ORDER**

10 Plaintiff Medappeal, LLC, by and through its attorney of record Zachary T. Ball, serves its
11 Opposition to the *Huneycutt* Motion for Relief from Judgment or Order filed by defendants
12 Margaret Reddy, Mohan Thalmarla and Max Global, Inc.

13 **1. INTRODUCTION.**

14 Defendants' Motion for Relief should be denied based on its inherent lack of merit without any
15 need for the Court to review Plaintiff's Opposition. Defendants fail to support their Motion
16 with any facts and they do not provide the Court with any evidence. They argue, without any
17 support whatsoever, the Plaintiff committed a fraud on the Court because it filed suit without
18 first having qualified to do business in Nevada. The fundamental and fatal flaw with Defendants'
19 argument is that Plaintiff has never done business in Nevada and its only contact with the state
20 is this litigation. It is Defendants, not Plaintiff, who has made false statements to the Court
21 through their Motion for Relief and the Motion should be denied.

22 **2. PLAINTIFF HAS NEVER DONE BUSINESS IN NEVADA.**

23 Plaintiff is a limited liability company that is based in Illinois and conducts business in Illinois.
24 It has not qualified to do business in Nevada because it has never done business in Nevada.
25 Plaintiff does not have any employees in Nevada, it does not have any agents in Nevada, it does
26 not maintain an office in Nevada and it does not have any clients in Nevada. Of course,
27 Defendants know this because they were provided with the discovery responses from
28

1 defendants Weinstein and Vijay Reddy that acknowledged these facts.

2 Not surprisingly, Defendants do not even attempt to identify the business Plaintiff currently
3 conducts or previously conducted in Nevada. Defendants do not attribute any business activities
4 to Plaintiff, they do not identify any of Plaintiff's Nevada employees and they do not identify
5 any of Plaintiff's Nevada business contacts. Simply put, Defendants say nothing.

6 The Nevada Supreme Court has observed that "[t]he question of whether a foreign corporation
7 is 'doing business' and required to qualify, although guided somewhat by NRS 80.015, is often
8 a laborious, fact-intensive inquiry resolved on a case-by-case basis." (*Exec. Mgmt. v. Ticor*
9 *Title Ins. Co.*, 118 Nev. 46, 49 (2002).). In this case, however, the inquiry is extremely simple
10 because there are no facts to review. Plaintiff is not "doing business" because it has never done
11 any business in Nevada.

12 In an earlier opinion, the Nevada Supreme Court held that "the test to determine if a company
13 is doing business in a state is two pronged. Courts look first to the nature of the company's
14 business functions in the forum state, and then to the quantity of business conducted in the
15 forum state." (*Sierra Glass & Mirror v. Viking Indus., Inc.*, 107 Nev. 119, 122 (1991).) Again,
16 this test results in the inescapable conclusion that Plaintiff is not doing business in Nevada.
17 Plaintiff has no business functions in Nevada and it has conducted no business in Nevada. Zero
18 plus zero equals zero.

19 Notably, the facts of *Sierra Glass* clearly demonstrate the defects with Defendants' Motion.
20 Viking Industries was the party allegedly doing business in Nevada. The Supreme Court
21 described its "associations" with Nevada as follows:

22 Its total sales volume amounts to approximately \$ 20,000,000 in the thirty
23 states in which it conducts business. Of that amount, about \$ 3,000,000 is
24 from sales into Nevada. At the time the cause of action arose, Viking had
25 one sales representative, Linda Aronsohn, who worked in Nevada. She
26 resided in Las Vegas and spent two weeks a month calling on customers and
visiting sales prospects in Reno and Las Vegas. Viking maintained a listed
telephone in Las Vegas which operated out of Aronsohn's home. Nevada
customers would place orders through Aronsohn, who would then phone the
orders and send checks to Portland. (*Sierra Glass*, 107 Nev. at 121.)

27 Nonetheless, despite this level of activity and its finding that Viking's activities appeared to be
28

1 continuous and systematic, the Nevada Supreme Court held that Viking was not doing business
2 in Nevada because it could not say Viking "had so localized itself into the community that its
3 activities in Nevada took on an intrastate quality." (*Sierra Glass*, 107 Nev. at 125.) In this case,
4 Plaintiff's only contact with Nevada is its current lawsuit against Defendants. It has no business
5 functions in Nevada, it earns no money from Nevada and it does not have any employees in
6 Nevada. Plaintiff does not do any business in Nevada and Defendants' Motion for Relief should
7 be denied.

8 **3. PLAINTIFF WAS NOT REQUIRED TO QUALIFY.**

9 It should go without saying that because Plaintiff was not doing business in Nevada it did not
10 need to qualify to do business before filing suit. Further, while not directly relevant to
11 Defendants' Motion, several Nevada statutes indicate that Defendants' argument is meritless.
12 For example, NRS 86.5483(1)(a) provides that "maintaining, defending or settling any
13 proceeding" does not constitute transacting business in Nevada. NRS 80.015 likewise provides
14 that "maintaining, defending or settling any proceeding" does not constitute doing business in
15 Nevada. As Plaintiff's only conduct in Nevada was to file suit against Defendants, it was not
16 doing business and it was not required to qualify before filing suit.

17 Even a cursory analysis of Defendants' argument reveals that it is absurd. According to
18 Defendants, an Arizona gas station that sues a Nevada resident in Nevada for writing a bad
19 check would first have to qualify to do business in Nevada. This is clearly not the law.

20 Finally, the Court should remember that Plaintiff filed suit in Nevada only because defendants
21 Weinstein, Brown and V. Reddy filed a successful motion to dismiss in Illinois and argued that
22 the forum selection clause in the parties' agreement was binding and enforceable. *Plaintiff*
23 *cannot be faulted for filing suit in the jurisdiction demanded by the defendants and their act*
24 *of filing suit did not require them to qualify to do business.* Defendants cannot support their
25 Motion and it should be denied.

26 **4. CONCLUSION.**

27 Defendants filed a baseless Motion for Relief that exemplifies their lack of candor and their
28 history of delay and obstruction. Defendants do not identify any facts supporting their Motion,

1 they do not cite to any relevant legal authority and they do not come close to meeting their
2 burden. Plaintiff has not done any business in Nevada, it was not required to qualify to do
3 business before filing suit and Defendants' Motion for Relief should be denied.

4 DATED this 13th day of August, 2021.

THE BALL LAW GROUP

6 /s/ Zachary T. Ball

Zachary T. Ball, Esq.
Nevada Bar No. 8364
1935 Village Center Circle, Ste. 120
Las Vegas, Nevada 89134
Attorney for *Plaintiff*

DECLARATION OF SETH JOHNSON

I, Zachary T. Ball, declare as follows:

1. I am over the age of 18 and one of the principals of plaintiff Medappeal, LLC. If called as a witness, I would and could competently testify to the matters stated below as they are based on my own personal knowledge.

2. I submit this Declaration in support of Medappeal's Opposition to Defendants' Motion for Relief from Judgment or Order.

3. Medappeal does not do business in Nevada and has never done business in Nevada. Medappeal does not have any employees or agents in Nevada, it has never generated any sales from Nevada and it does not have any offices in Nevada.

4. Medappeal's only contact with Nevada is this lawsuit. Medappeal filed suit in Nevada because defendants Weinstein, Brown and V. Reddy filed a successful motion to dismiss in Illinois on the grounds that the forum selection clause in our agreement required Medappeal to sue in Nevada.

I declare under the penalty of perjury of the laws of the state of Nevada that the above is true and correct. Executed on August 10, 2021.


Seth Johnson

CERTIFICATE OF SERVICE

I hereby certify that on the 13th day of August, 2021, I deposited a true and correct copy of the **PLAINTIFF'S OPPOSITION TO DEFENDANTS' HUNEYCUTT MOTION FOR RELIEF FROM JUDGMENT OR ORDER** in the United States Mail at Las Vegas, Nevada, enclosed in a sealed envelope, first class mail, postage prepaid and/or Electronic service to the addresses furnished by the registered user(s) pursuant to N.E.F.C.R. 9(b) and 13(c) and as shown below:

David Weinstein
c/o Michael Orenstein
4018 Sheridan Street
Hollywood, Florida 33021
davidsunbelt@gmail.com
Pro-Se

Kevin Brown
2006 Sylvan Park Road
Burlington, New Jersey 08016
(856) 533-8173
Pro Se

The Wasielewski Law Firm, Ltd.
Andrew Wasielewski, Esq.
8275 South Eastern Avenue, Ste. 200-818
Las Vegas, Nevada 89123
Counsel for Defendant *Vijay Reddy,*
Margaret Reddy and Mohan Thalmarla
and Max Global, Inc.

Visionary Business Brokers
2006 Sylvan Park Road
Burlington, NJ 08016
(856) 533-8173
Pro Se

Medasset Corporation
c/o Registered Agent: David Weinstein
125 East Harmon Avenue, #322
Las Vegas, Nevada 89109
(702) 592-2018
davidsunbelt@gmail.com
Pro-Se

David Weinstein
125 Harmon Avenue, #322
Las Vegas, Nevada 89109

Medasset Corporation
c/o Michael Orenstein
4018 Sheridan Street
Hollywood, Florida 33021

Vijay Reddy
4269 Kingston Drive
Milan, Michigan 48160

/s/ Zachary T. Ball, Esq.
An Employee of the Ball Law Group

Exhibit 32



1 **NOE**
2 Zachary T. Ball, Esq.
3 Nevada Bar No. 8364
4 **THE BALL LAW GROUP**
5 1935 Village Center Circle, Suite 120
6 Las Vegas, Nevada 89134
7 Telephone: (702) 303-8600
8 Email: zball@balllawgroup.com
9 Attorney for *Medappeal LLC and*
10 *Liberty Consulting & Management*
11 *Services, LLC*

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

10 MEDAPPEAL, LLC, An Illinois Limited
11 Liability Company,

12 Plaintiffs,

13 vs.

14 DAVID WEINSTEIN, VIJAY REDDY,
15 MARGARET REDDY, MOHAN
16 THALMARLA, KEVIN BROWN, MAX
17 GLOBAL, INC., VISIONARY BUSINESS
18 BROKERS LLC, MEDASSET
19 CORPORATION, and DOES 1-50,

20 Defendants.

21 MEDASSET CORPORATION, a Nevada
22 Corporation,

23 Counterclaimant,

24 v.

25 MEDAPPEAL, LLC, an Illinois Limited
26 Liability Company,

27 Counter-Defendant.

Case No.: A-19-792836-C

Dept. No.: 14

**NOTICE OF ENTRY OF ORDER
GRANTING FINDING OF FACTS,
CONCLUSIONS OF LAW AND
ORDER DENYING DEFENDANTS'
MOTION FOR RELIEF**

1 MEDASSET CORPORATION, a Nevada
2 Corporation,

3 Third-Party Plaintiff,

4 v.

5 LIBERTY CONSULTING &
6 MANAGEMENT SERVICES, LLC, an
Illinois Limited Liability Company,

7 Third-Party Defendant.

8 TO: ALL PARTIES and their ATTORNEYS.

9 PLEASE TAKE NOTICE of the following Order Granting Finding of Facts, Conclusions
10 Of Law and Order Denying Defendants' Motion For Relief that was entered on the 25th day of
11 October, 2021. A copy of said Order is attached hereto.

12 DATED this 28th day of October, 2021.

13 THE BALL LAW GROUP

14 /s/ Zachary T. Ball

15 Zachary T. Ball, Esq.

16 Nevada Bar No. 8364

17 1935 Village Center Circle, Suite 120

18 Las Vegas, NV 89134

19 Attorney for *Medappeal LLC and*

20 *Liberty Consulting & Management*

21 *Services, LLC*

22
23
24
25
26
27
28 822

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **NOTICE OF ENTRY OF ORDER GRANTING FINDING OF FACTS, CONCLUSIONS OF LAW AND ORDER DENYING DEFENDANTS' MOTION FOR RELIEF** was electronically filed with the Eighth Judicial District Court on the 28th day of October, 2021. Electronic service of the foregoing document shall be sent by the Court via email to the addresses furnished by the registered user(s) pursuant to N.E.F.C.R. 9(b) and 13(c) and as shown below:

David Weinstein
c/o Michael Orenstein
4018 Sheridan Street
Hollywood, Florida 33021
davidsunbelt@gmail.com
Pro-Se

Kevin Brown
2006 Sylvan Park Road
Burlington, New Jersey 08016
(856) 533-8173
Pro Se

The Wasielewski Law Firm, Ltd.
Andrew Wasielewski, Esq.
8275 South Eastern Avenue, Ste. 200-818
Las Vegas, Nevada 89123
Counsel for Defendant *Vijay Reddy,*
Margaret Reddy and Mohan Thalmarla
and Max Global, Inc.

Visionary Business Brokers
2006 Sylvan Park Road
Burlington, NJ 08016
(856) 533-8173
Pro Se

Medasset Corporation
c/o Registered Agent: David Weinstein
125 East Harmon Avenue, #322
Las Vegas, Nevada 89109
(702) 592-2018
davidsunbelt@gmail.com
Pro-Se

David Weinstein
125 Harmon Avenue, #322
Las Vegas, Nevada 89109

/s/ Kelley A. McGhie
An Employee of the Ball Law Group

Alvin J. Smith
CLERK OF THE COURT

1 **ORD**

2 Zachary T. Ball, Esq.
3 Nevada Bar No. 8364

4 **THE BALL LAW GROUP**

5 1935 Village Center Circle, Ste. 120

6 Las Vegas, Nevada 89134

7 Telephone: (702) 303-8600

8 Email: zball@balllawgroup.com

9 Attorney for *Plaintiff*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 MEDAPPEAL, LLC, An Illinois Limited
13 Liability Company,

14 Plaintiffs,

15 vs.

16 DAVID WEINSTEIN, VIJAY REDDY,
17 MARGARET REDDY, MOHAN
18 THALMARLA, KEVIN BROWN, MAX
19 GLOBAL, INC., VISIONARY BUSINESS
20 BROKERS LLC, MEDASSET
21 CORPORATION, and DOES 1-50,

22 Defendants.

23 MEDASSET CORPORATION, a Nevada
24 Corporation,

25 Counterclaimant,

26 v.

27 MEDAPPEAL, LLC, an Illinois Limited
28 Liability Company,

Counter-Defendant.

Case No.: A-19-792836-C

Dept. No.: 14

FINDING OF FACTS,
CONCLUSIONS OF LAW AND
ORDER DENYING DEFENDANTS'
MOTION FOR RELIEF

Date of Hearing: October 11, 2021
(Chambers)

Time of Hearing: N/A

THE BALL LAW GROUP
1935 Village Center Circle, Ste. 120
Las Vegas, Nevada 89134
(702) 303-8600

824

1 MEDASSET CORPORATION, a Nevada
2 Corporation,

3 Third-Party Plaintiff,

4 v.

5 LIBERTY CONSULTING &
6 MANAGEMENT SERVICES, LLC, an
Illinois Limited Liability Company,

7 Third-Party Defendant.

8 The *Huneycutt* Motion for Relief from Judgment filed by defendants Margaret Reddy,
9 Mohan Thalmarla and Max Global, Inc. was resolved through a Chambers hearing on October
10 11, 2021 in Department XIV of the Eighth Judicial District Court, the Honorable Adriana
11 Escobar presiding. Upon thorough review of the pleadings, this Court issues the following
12 order:

13 **I. FACTUAL BACKGROUND AND PROCEDURAL HISTORY.**

14 Plaintiff Medappeal, LLC filed suit against defendants Margaret Reddy, Mohan
15 Thalmarla, and Max Global, Inc. ("Moving Defendants") in 2019. Medappeal filed suit in
16 Nevada after defendants Vijay Reddy, Kevin Brown and David Weinstein successfully
17 dismissed the suit that Medappeal had filed in Illinois on the grounds that venue was only proper
18 in Nevada. Medappeal alleged that Moving Defendants conspired with and assisted the other
19 defendants in the fraud that other misconduct that occurred.

20 Medappeal's Motion for Summary Judgment was granted on June 17, 2021 against all
21 defendants. Moving Defendants filed a *Huneycutt* Motion for Relief on July 30, 2021 and
22 specifically did not request a hearing. Moving Defendants sought relief based on newly
23 discovered evidence which by due diligence could not have been discovered in time to move
24 for a new trial and/or fraud. They argued that Medappeal was not entitled to sue in Nevada
25 because it was not qualified to do business in Nevada and that it "hid or otherwise obstructed
26 from Defendants its inability to do any type of business in this court." (Motion for Relief at 3:4-
27 5.)

28 The Court resolved Moving Defendants' Motion in chambers as they did not request a

1 hearing.

2 **II. STANDARD OF LAW.**

3 As cited by Moving Defendants, Rule 60 of the Nevada Rules of Civil Procedure allows
4 a party to seek relief from an order because of, among other reasons, (1) newly discovered
5 evidence that, with reasonable diligence, could not have been discovered in time to move for a
6 new trial under Rule 59(b) or (2) fraud (whether previously called intrinsic or extrinsic),
7 misrepresentation, or misconduct by an opposing party.

8 **III. FINDINGS OF FACT AND CONCLUSIONS OF LAW.**

9 Plaintiff Medappeal, LLC was not doing business in Nevada and has never done business
10 in Nevada.

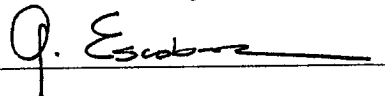
11 Plaintiff Medappeal, LLC was not required to qualify to do business in Nevada.

12
13 **ORDER**

14 **IT IS ORDERED** that the Motion for Relief filed by defendants Margaret Reddy, Mohan
15 Thalmarla and Max Global, Inc. is denied.

16 **IT IS SO ORDERED.**

17 Dated this 25th day of October, 2021

18 

19
20 **B9B 488 8FCE 3F02**
Adriana Escobar
District Court Judge

21 Reviewed and Approved by:

22
23 The Wasielewski Law Firm, Ltd.

24 **RECEIVED NO RESPONSE**

25 Andrew Wasielewski, Esq.
26 Nevada Bar No. 6161
8275 South Eastern Avenue, Ste. 200-818
Las Vegas, Nevada 89123

THE BALL LAW GROUP

1935 Village Center Circle, Ste. 120

Las Vegas, Nevada 89134

(702) 303-8600

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Respectfully Submitted by:

THE BALL LAW GROUP

/s/ Zachary T. Ball

Zachary T. Ball, Esq.

Nevada Bar No. 8364

1935 Village Center Circle, Suite 120

Las Vegas, NV 89134

Attorney for *Medappeal LLC and
Liberty Consulting & Management
Services, LLC*

Subject: Re: Order Denying Motion
Date: Thursday, October 21, 2021 at 9:59:29 AM Pacific Daylight Time
From: Zachary Ball <zball@balllawgroup.com>
To: Andrew Wasielewski <andrew@wazlaw.com>
CC: Hannah Hancock <reception@balllawgroup.com>
Attachments: image001.png, image002.png

Hi Andrew-

As a follow up to our call, please let me know of any changes to the order by the close of business tomorrow.

Thank you.

Zach



THE BALL LAW GROUP
1935 Village Center Circle
Suite 120
Las Vegas, Nevada 89134
(702) 303-8600 (phone)
zball@balllawgroup.com

NOTICE: This e-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. SS 2510-2521. The information herein is confidential, privileged and exempt from disclosure under applicable law. This e-mail (including attachments) is intended solely for the use of the addressee hereof. If you are not the intended recipient of this message, you are prohibited from reading, disclosing reproducing, distributing, disseminating, or otherwise using this transmission. The originator of this e-mail and it affiliates to not represent, warrant or guarantee that the integrity of this communication has been maintained or that this communication is free of errors, viruses or other defects. Delivery of this message or any portions herein to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

From: Zachary Ball <zball@balllawgroup.com>
Date: Thursday, October 14, 2021 at 2:45 PM
To: Andrew Wasielewski <andrew@wazlaw.com>
Cc: Michelle Rasmussen <reception@balllawgroup.com>
Subject: Order Denying Motion

Hi Andrew-

Please find the attached Order for your review. If you can approve, please provide me a responsive email indicating same.

Please provide your response no later than end of day on Monday, October 18, 2021.

Thank you.

Zach

828



THE BALL LAW GROUP

1935 Village Center Circle
Suite 120

Las Vegas, Nevada 89134
(702) 303-8600 (phone)

zball@balllawgroup.com

NOTICE: This e-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. SS 2510-2521. The information herein is confidential, privileged and exempt from disclosure under applicable law. This e-mail (including attachments) is intended solely for the use of the addressee hereof. If you are not the intended recipient of this message, you are prohibited from reading, disclosing reproducing, distributing, disseminating, or otherwise using this transmission. The originator of this e-mail and it affiliates to not represent, warrant or guarantee that the integrity of this communication has been maintained or that this communication is free of errors, viruses or other defects. Delivery of this message or any portions herein to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

829

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4
5
6 Medapdeal LLC, Plaintiff(s)

CASE NO: A-19-792836-C

7 vs.

DEPT. NO. Department 14

8 David Weinstein, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 10/25/2021

15 Zachary Ball

zball@balllawgroup.com

16 Kelley McGhie

kmcghie@balllawgroup.com

17 Andrew Wasielewski

andrew@wazlaw.com

18 Andrew Wasielewski

andrew@wazlaw.com

19 Andrew Wasielewski

andrew@wazlaw.com

20 Andrew Wasielewski

andrew@wazlaw.com

21

22

23

24

25

26

27

28