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8 SUPREME COURT
9 STATE OF NEVADA

10 NICKEL MINE AVENUE TRUST, a
11 Nevada irrevocable trust;
12 TRAVERTINE LANE TRUST, a
13 Nevada irrevocable trust; MAHOGANY
MEADOWS AVENUE TRUST, a
14 Nevada irrevocable trust; SATICOY
BAY LLC, a Nevada Limited Liability
Company,

15 Appellants,

16 vs.

17 COPPER CREEK HOMEOWNERS
ASSOCIATION,

18 Respondent.
19

CASE NO.: 82205

20
21 **APPELLANTS' APPENDIX VOLUME 1**

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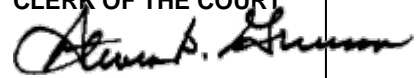
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CASE NO: A-19-791060-C
Department 28

**DISTRICT COURT
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiffs,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.:

Dept. No.:

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

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

I. GENERAL ALLEGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 **II. CAUSES OF ACTION**

10 **FIRST CAUSE OF ACTION**

11 **Breach of Contract**
12 **(Against DEFENDANTS, and DOES 1 through 100)**

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

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

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

25 17. COPPER CREEK HOA is informed and believes and thereon alleges that the
26 acts of DEFENDANTS have caused damage to COPPER CREEK HOA in an amount of excess
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1 of \$15,000.00 to be proven at trial. COPPER CREEK HOA has also had to hire attorneys to file
2 this action and it seeks reimbursement of its attorneys' fees and costs incurred in this action.

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

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

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

9 19. COPPER CREEK HOA is informed and believes and thereon alleges that there
10 is implied in every contract in the State of Nevada a covenant of good faith and fair dealing.
11 This covenant prohibits arbitrary or unfair acts by one party that work to disadvantage of the
12 other. With regards to the *Settlement Agreement* negotiated and agreed to between
13 DEFENDANTS and COPPER CREEK HOA, DEFENDANTS breached the covenant of good
14 faith and fair dealing by failing to make any effort to abide by the material terms of the
15 *Settlement Agreement*. DEFENDANTS also breached the covenant by entering into the
16 *Settlement Agreement* when they lacked a reasonable basis for thinking they would perform the
17 material terms of the *Settlement Agreement*. COPPER CREEK HOA relied on DEFENDANTS'
18 representation that they would act in accordance with the *Settlement Agreement* in dismissing
19 its counterclaim against DEFENDANTS, and DEFENDANTS were in a superior or entrusted
20 position of knowledge as to whether they would actually abide by the material terms of the
21 *Settlement Agreement*.
22
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25 20. COPPER CREEK HOA is informed and believes and thereon alleges that the
26 acts of DEFENDANTS have caused damage to COPPER CREEK HOA in an amount of excess
27
28

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

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

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

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

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

15 23. COPPER CREEK HOA is informed and believes and thereon alleges that
16 DEFENDANTS represented that they would abide by the material terms of the *Settlement*
17 *Agreement*, however DEFENDANTS knew they were not going to do so and that such
18 representations were false and/or they lacked a reasonable basis to represent that they would be
19 abide by the material terms of the *Settlement Agreement*. DEFENDANTS intended by their
20 conduct to induce COPPER CREEK HOA to dismiss its counterclaim against DEFENDANTS
21 with prejudice. COPPER CREEK HOA was unaware that DEFENDANTS intended not to
22 abide by the material terms of the *Settlement Agreement*. In entering into the *Settlement*
23 *Agreement*, COPPER CREEK HOA justifiability relied on the representations of
24 DEFENDANTS that they would abide by the material terms of the same.
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1 24. COPPER CREEK HOA is informed and believes and thereon alleges that the
2 COPPER CREEK HOA has sustained damages as a result of the conduct of DEFENDANTS in
3 that COPPER CREEK HOA dismissed its counterclaim and all damages it would have been
4 entitled to had it continued to pursue its counterclaim against DEFENDANTS. COPPER
5 CREEK HOA seeks all damages it would have been entitled to on its counterclaims against
6 DEFENDANTS, which exceeds \$15,000.00, in an amount to be proven at trial. COPPER
7 CREEK HOA has also had to hire attorneys to file this action and it seeks reimbursement of its
8 attorneys' fees and costs incurred in this action.
9

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

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

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

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

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

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

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

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

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

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

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

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

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

5 32. COPPER CREEK HOA is informed and believes and thereon alleges that the
6 conduct of DEFENDANTS, and each of them, was done with fraud, malice, oppression and
7 constituted despicable conduct, thus warranting the imposition of punitive damages against
8 them.
9

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

11 **III. PRAYER**

12 WHEREFORE, COPPER CREEK HOA prays for judgment against DEFENDANTS
13 and DOES 1 through 100, and each of them, as follows:
14

- 15 1. For general and special damages in excess of \$15,000.00;
16 2. An injunction prohibiting DEFENDANTS' conduct that is in direct violation of
17 the material terms of the *Settlement Agreement*;
18 3. For punitive damages on the Second, Third and Fifth Causes of Action;
19 4. For prejudgment interest;
20 5. For cost of suit and attorneys' fees incurred by COPPER CREEK HOA herein;
21 and
22 6. For such other and further relief as the Court may deem just and proper.
23

24 ///

25 ///

26 ///

27

IV. DEMAND FOR JURY TRIAL

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

DATED: March 13, 2019

ANGIUS & TERRY LLP

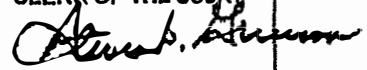
/s/ David Bray

By

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

EXHIBIT A

EXHIBIT A



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

DISTRICT COURT

CLARK COUNTY NEVADA

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

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

NOTICE OF ENTRY OF STIPULATION AND ORDER TO DISMISS WITH PREJUDICE

Plaintiffs,

v.

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

Defendants.

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

DATED this 19th day of October, 2017.

ANGIUS & TERRY LLP

/s/ Michael McKelleb

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

CERTIFICATE OF SERVICE

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

/s/ Marcella L. McCoy

An employee of Angius & Terry LLP

Steven D. Grierson

SAO

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

DISTRICT COURT

CLARK COUNTY NEVADA

JERRY HINES, an individual, TERESA MCNAIR, an individual; NICKEL MINE AVENUE TRUST, a Nevada irrevocable trust; TRAVERTINE LANE TRUST, a Nevada irrevocable trust; MAHOGANY MEADOWS AVENUE TRUST, a Nevada irrevocable trust; SATICOY BAY, LLC, a Nevada Limited Liability Company; and all similarly situated owners in Copper Creek,

Plaintiffs,

v.

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

Defendant.

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

STIPULATION AND ORDER TO
DISMISS WITH PREJUDICE

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

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

RECEIVED

OCT 13 2017


DISTRICT COURT DEPT#13

- 1 1. The bench trial in this matter is set to begin November 28, 2017, with a calendar
2 call scheduled for November 20, 2017;
3 2. The parties have reached an agreement that resolves their entire dispute and
4 executed a confidential settlement agreement to that effect;
5 3. Having reached and executed a confidential settlement agreement, the parties
6 hereby stipulate and agree that the instant action should be dismissed with
7 prejudice, with each party to bear their own costs.
8 4. This action being dismissed, the calendar call and trial date set for this matter are
9 hereby vacated.

10 ORDER

11 **IT IS SO ORDERED.**

12 Dated this 16th day of October 2017.



Honorable Mark D. Denton

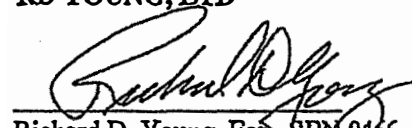
13
14
15
16 Submitted by:

Reviewed and approved by:

17
18 **ANGIUS & TERRY LLP**

RD YOUNG, LTD

19 
20
21 Bradley Epstein, Esq., SBN 5296
22 Troy R. Dickerson, Esq., SBN 9381
23 Michael W. McKelleb, Esq., SBN 12040
24 1120 N. Town Center Dr., Suite 260
Las Vegas, NV 89144
Attorney for Defendants


Richard D. Young, Esq., SBN 0466
9580 West Sahara, Suite 150
Las Vegas, NV 89106
Attorneys for Plaintiffs

25 DATED this 10 Day of October, 2017

DATED this 10 day of October, 2017

EXHIBIT B

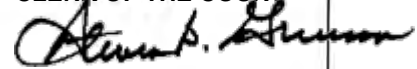
EXHIBIT B

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

4/8/2019 2:38 PM

Steven D. Grierson

CLERK OF THE COURT



| | | | |
|---|--|--|-------------------------------|
| Attorney or Party without Attorney: Angius & Terry, LLP Bradley Epstein, Esq. (SBN 5296) 9127 West Russell Road Suite 220 Las Vegas, NV 89148 Telephone No: (702) 990-2017 | | Ref. No. or File No.: COOPER V. NICKEL | |
| Insert name of Court, and Judicial District and Branch Court: District Court Clark County Nevada | | | |
| Plaintiff: COPPER CREEK HOMEOWNERS ASSOCIATION, a Nevada Nonprofit Corporation, Defendant: NICKEL MINE AVENUE TRUST, a Nevada irrevocable trust, et al. | | | |
| AFFIDAVIT OF SERVICE | | Hearing Date: | Time: |
| | | Dept/Div: | Case Number: A-19-791060-C |

- At the time of service I was at least 18 years of age and not a party to this action.
- I served copies of the Summons - Civil, District Court Civil Cover Sheet, Complaint for Damages and Demand for Jury Trial, Initial Appearance Fee Disclosure (Chapter 19)
- Party served: Saticoy Bay, LLC, a Nevada Limited Liability Company
 - Person served: Ben Dorsey, Receptionist, a person of suitable age and discretion at the most recent street address of the registered agent shown on the information filed with the Secretary of State.
- Address where the party was served: Mr. Incorporation, Inc. - Registered Agent
930 S. Fourth Street, Suite 125, Las Vegas, NV 89101
- I served the party:
 - by personal service. I personally delivered the documents listed in Item 2 to the party or person authorized to receive process for the party (1) on: Wed, Mar 27 2019 (2) at: 01:04 PM

Fee for Service: \$0.00


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

6. Person Who Served Papers:

- Leidy Serna (R-029907, Clark)
- FIRST LEGAL
NEVADA PI/PS LICENSE 1452
2920 N. GREEN VALLEY PARKWAY, SUITE 514
HENDERSON, NV 89014
- (702) 671-4002

3-28-19 (Date)  (Signature)

7. STATE OF NEVADA, COUNTY OF Clark 28 day of March, 2019 by Leidy Serna (R-029907, Clark)
 Subscribed and sworn to (or affirmed) before on this 28 day of March, 2019 by Leidy Serna (R-029907, Clark)
 proved to me on the basis of satisfactory evidence to be the person who appeared before me.


 (Notary Signature)



AFFIDAVIT OF SERVICE

3199680
 (55111719)



AA000019

Case Number: A-19-791060-C

SUMM

Bradley Epstein, Esq. SBN 5296
Scott P. Kelsey, Esq. SBN 7770
David M. Bray, Esq. SBN 12706
ANGIUS & TERRY LLP
9127 W. Russell Road, Ste. 220
Las Vegas, NV 89148
Telephone: (702) 990-2017
Facsimile: (702) 990-2018
skelsey@angius-terry.com
dbray@angius-terry.com
Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiffs,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

SUMMONS - CIVIL

SUMMONS

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS.
READ THE INFORMATION BELOW.**

TO THE DEFENDANT(S): SATICOY BAY, LLC

1 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in
2 the Complaint.

3
4 1. If you intend to defend this lawsuit, within 21 days after this Summons is
5 served on you exclusive of the day of service, you must do the following:

6 a. File with the Clerk of this Court, whose address is shown below, a formal written
7 response to the Complaint in accordance with the rules of the Court.

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

10 2. Unless you respond, your default will be entered upon application of Plaintiff and
11 this Court may enter a judgment against you for the relief demanded in the Complaint, which
12 could result in the taking of money or property or other relief requested in the Amended
13 Complaint.

14 3. If you intend to seek the advice of an attorney in this matter, you should
15 do so promptly so that your response may be filed on time.

16
17 CLERK OF THE COURT

MAR 18 2019

18 DEPUTY CLERK

19 County Courthouse

200 Lewis Avenue

Las Vegas, NV 89101

SHIMAYA LADSON

21 Issued at direction of:

22 ANGIUS & TERRY LLP

23 By 

24 Bradley Epstein, Esq., SBN 5296

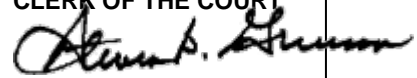
25 Scott P. Kelsey, Esq., SBN 7770

26 David M. Bray, Esq., SBN 12706

9127 W. Russell Rd., Suite 220

Las Vegas, Nevada 89148

Attorneys for Plaintiff



ACSR

Bradley Epstein, Esq. SBN 5296
Scott P. Kelsey, Esq. SBN 7770
David M. Bray, Esq. SBN 12706
ANGIUS & TERRY LLP
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Las Vegas, NV 89148
Telephone: (702) 990-2017
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skelsey@angius-terry.com
dbray@angius-terry.com
Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiffs,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

ACCEPTANCE OF SERVICE

I, Michael F. Bohn, Esq., of the Law Offices of Michael F. Bohn, Esq., Ltd., hereby
accept service of Plaintiff's, COPPER CREEK HOMEOWNERS ASSOCIATION, *Complaint*
for Damages and Demand for Jury Trial filed herein on March 13, 2019, in the above-
referenced matter on behalf of Defendants, NICKEL MINE AVENUE TRUST; TRAVERTINE

///

1 LANE TRUST; and MAHOGANY MEADOWS AVENUE TRUST.

2 DATED this 17th day of June, 2019.

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

3
4 

5 MICHAEL F. BOHN, ESQ. SBN 1641

6 2260 Corporate Circle, Suite 480

7 Henderson, NV 89074

8 *Attorney for Defendants*

9 *Saticoy Bay, LLC; Nickel Mine Avenue Trust;*

10 *Travertine Lane Trust; and Mahogany Meadows*
11 *Avenue Trust*

Steven D. Grierson

1 **SAO**
2 MICHAEL F. BOHN, ESQ.
3 Nevada Bar No.: 1641
4 mbohn@bohnlawfirm.com
5 LAW OFFICES OF
6 MICHAEL F. BOHN, ESQ., LTD.
7 2260 Corporate Circle, Suite 480
8 Henderson, Nevada 89074
9 (702) 642-3113/ (702) 642-9766 FAX
10 Attorney for defendants

11
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DISTRICT COURT
CLARK COUNTY, NEVADA

COPPER CREEK HOMEOWNERS
ASSOCIATION, a Nevada Non-profit
Corporation

Plaintiff,

vs.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE TRUST,
a Nevada irrevocable trust; SATICOY BAY
LLC, a Nevada Limited Liability Company;
DOES I through V; and ROE CORPORATIONS
I through V

Defendants.

CASE NO.: A-19-791060-C
DEPT NO.: 28

**STIPULATION AND ORDER TO SET ASIDE DEFAULT
OF SATICOY BAY LLC**

Plaintiff, Copper Creek Homeowners Association, by and through it's attorney Scott P. Kelsey,
Esq., and defendants Nickel Mine Avenue Trust, Travertine Lane Trust, Mahogany Meadows Avenue
Trust and Saticoy Bay LLC, by and through their attorney, Michael F. Bohn, stipulate and agree as
follows:

1. The default entered against Saticoy Bay LLC on May 30, 2019 shall be set aside.

///

6/25/19 *28*

1 2. Defendants shall have 20 days from the entry of this stipulation and order to file a response
2 to the complaint.

3 DATED THIS 26th day of June, 2019

4 ANGIUS & TERRY LLP


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

5
6 By: 

7 Scott D. Kelsey, Esq.
8 9127 W. Russell Rd., Suite 220
9 Las Vegas, NV 89148
Attorneys for plaintiff

By:  #12294

Michael F. Bohn, Esq.
2260 Corporate Circle, Suite 480
Henderson, Nevada 89074
Attorneys for defendants

10 IT IS SO ORDERED this 2 day of June 2019 

11
12
13 
DISTRICT COURT JUDGE MF

RONALD J. ISRAEL

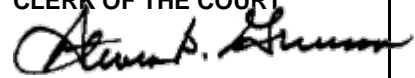
A-19-791060-C

14
15 Respectfully submitted by:

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

18 By:  #12294

19 Michael F. Bohn, Esq.
20 2260 Corporate Circle, Suite 480
21 Henderson, Nevada 89074
22 Attorneys for defendants
23
24
25
26
27
28



1 **NEO**
MICHAEL F. BOHN, ESQ.
2 Nevada Bar No.: 1641
mbohn@bohnlawfirm.com
3 ADAM R. TRIPPIEDI, ESQ.
Nevada Bar No.: 12294
4 atrippiedi@bohnlawfirm.com
LAW OFFICES OF
5 MICHAEL F. BOHN, ESQ., LTD.
2260 Corporate Circle, Suite 480
6 Henderson, Nevada 89074
(702) 642-3113/ (702) 642-9766 FAX

7 Attorney for defendants

8
9
10 DISTRICT COURT
11 CLARK COUNTY NEVADA

12 COPPER CREEK HOMEOWNERS ASSOCIATION,
13 a Nevada Non-profit Corporation

14 Plaintiff,

15 vs.

16 NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE TRUST, a
17 Nevada irrevocable trust; MAHOGANY MEADOWS
AVENUE TRUST, a Nevada irrevocable trust;
18 SATICOY BAY LLC, a Nevada Limited Liability
Company; DOES I through V; and ROE
19 CORPORATIONS I through V

20 Defendants

CASE NO.: A-19-791060-C
DEPT NO.: XXVIII

21 **NOTICE OF ENTRY OF ORDER**

22 TO: Parties above-named; and

23 TO: Their Attorney of Record

24 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that an **STIPULATION AND**
25 **ORDER TO SET ASIDE DEFAULT OF SATICOY BAY LLC** has been entered on the 10th day of

26 ///

27 ///

28 ///

1 July, 2019, in the above captioned matter, a copy of which is attached hereto.

2 Dated this 10th day of July, 2019.

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

5 By: /s/ /Michael F. Bohn, Esq./
6 MICHAEL F. BOHN, ESQ.
7 2260 Corporate Circle, Suite 480
8 Henderson, NV 89074
9 Attorney for defendants

10 **CERTIFICATE OF SERVICE**

11 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of Law
12 Offices of Michael F. Bohn., Esq., and on the 10th day of July, 2019, an electronic copy of the **NOTICE**
13 **OF ENTRY OF ORDER** was served on opposing counsel via the Court's electronic service system to
14 the following counsel of record:

15
16 Bradley Epstein, Esq.
17 Scott P. Kelsey, Esq.
18 ANGUIE & TERRY LLP
19 9127 W. Russell Rd., Suite 220
20 Las Vegas, NV 89148
21 *Attorneys for plaintiff*

22
23 By: /s/ /Marc Sameroff /
24 An Employee of the LAW OFFICES OF
25 MICHAEL F. BOHN, ESQ.

26
27
28

Steven D. Grierson

1 **SAO**
2 MICHAEL F. BOHN, ESQ.
3 Nevada Bar No.: 1641
4 mbohn@bohnlawfirm.com
5 LAW OFFICES OF
6 MICHAEL F. BOHN, ESQ., LTD.
7 2260 Corporate Circle, Suite 480
8 Henderson, Nevada 89074
9 (702) 642-3113/ (702) 642-9766 FAX
10 Attorney for defendants

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DISTRICT COURT
CLARK COUNTY, NEVADA

COPPER CREEK HOMEOWNERS
ASSOCIATION, a Nevada Non-profit
Corporation

Plaintiff,

vs.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE TRUST,
a Nevada irrevocable trust; SATICOY BAY
LLC, a Nevada Limited Liability Company;
DOES I through V; and ROE CORPORATIONS
I through V

Defendants.

CASE NO.: A-19-791060-C
DEPT NO.: 28

**STIPULATION AND ORDER TO SET ASIDE DEFAULT
OF SATICOY BAY LLC**

Plaintiff, Copper Creek Homeowners Association, by and through it's attorney Scott P. Kelsey,
Esq., and defendants Nickel Mine Avenue Trust, Travertine Lane Trust, Mahogany Meadows Avenue
Trust and Saticoy Bay LLC, by and through their attorney, Michael F. Bohn, stipulate and agree as
follows:

1. The default entered against Saticoy Bay LLC on May 30, 2019 shall be set aside.

///

6/25/19 *28*

1 2. Defendants shall have 20 days from the entry of this stipulation and order to file a response
2 to the complaint.

3 DATED THIS 26th day of June, 2019

4 ANGIUS & TERRY LLP

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

5
6 By: 

7 Scott D. Kelsey, Esq.
8 9127 W. Russell Rd., Suite 220
9 Las Vegas, NV 89148
Attorneys for plaintiff

By:  #12294

Michael F. Bohn, Esq.
2260 Corporate Circle, Suite 480
Henderson, Nevada 89074
Attorneys for defendants

10 IT IS SO ORDERED this 2 day of June, 2019


DISTRICT COURT JUDGE MF

RONALD J. ISRAEL

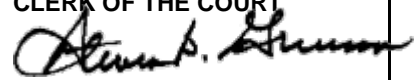
A-19-791060-C

11
12
13
14
15 Respectfully submitted by:

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

17
18 By:  #12294

19 Michael F. Bohn, Esq.
20 2260 Corporate Circle, Suite 480
21 Henderson, Nevada 89074
22 Attorneys for defendants
23
24
25
26
27
28



ANS
MICHAEL F. BOHN, ESQ.
Nevada Bar No.: 1641
mbohn@bohnlawfirm.com
ADAM R. TRIPPIEDI, ESQ.
Nevada Bar No.: 12294
atrippiedi@bohnlawfirm.com
LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.
2260 Corporate Circle, Suite 480
Henderson, Nevada 89074
(702) 642-3113/ (702) 642-9766 FAX
Attorney for defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

COPPER CREEK HOMEOWNERS
ASSOCIATION, a Nevada Non-profit
Corporation,

Plaintiff,

vs.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE TRUST,
a Nevada irrevocable trust; SATICOY BAY
LLC, a Nevada Limited Liability Company;
DOES I through V; and ROE CORPORATIONS
I through V

Defendants.

CASE NO.: A-19-791060-C
DEPT NO.: XXVIII

**DEFENDANTS' ANSWER TO
PLAINTIFF'S COMPLAINT**

Defendants Nickel Mine Avenue Trust; Travertine Lane Trust; Mahogany Meadows Avenue Trust; and Saticoy Bay LLC (collectively referred to as “**defendants**”), by and through their attorneys, the Law Offices of Michael F. Bohn, Esq., Ltd., hereby answer plaintiff Copper Creek Homeowners Association (“**plaintiff**”)’s complaint filed March 13, 2019, as follows:

GENERAL ALLEGATIONS

1. Defendants admit the allegations contained in paragraphs 1 through 2d and 7 through 9 of the complaint.

2. Defendants are without sufficient information upon which to admit or deny the allegations contained in paragraphs 3 through 6 of the complaint and upon that basis, denies the same.

3. Defendants deny the allegations contained in paragraphs 10, 11, and 13 of the complaint

4 || 4. Paragraph 12 is not capable of admission or denial.

5 FIRST CAUSE OF ACTION

5. Defendants repeat its responses to the allegations contained in paragraphs 1 through 13 of the amended complaint as if fully set forth herein.

8 || 6. Defendants admit the allegations contained in paragraph 15 of the complaint.

9 7. Defendants deny the allegations contained in paragraphs 16 and 17 of the amended complaint.

10 || **SECOND CAUSE OF ACTION**

8. Defendants repeat its responses to the allegations contained in paragraphs 1 through 17 of the amended complaint as if fully set forth herein.

13 9. Defendants deny the allegations contained in paragraphs 19 through 21 of the amended
14 complaint.

15 || **THIRD CAUSE OF ACTION**

16 10. Defendants repeat their responses to the allegations contained in paragraphs 1 through 21 of
17 the amended complaint as if fully set forth herein.

18 11. Defendants deny the allegations contained in paragraphs 23 through 25 of the amended
19 complaint.

20 FOURTH CAUSE OF ACTION

21 12. Defendants repeat their responses to the allegations contained in paragraphs 1 through 25 of
22 the amended complaint as if fully set forth herein.

23 13. Defendants deny the allegations contained in paragraphs 27 and 28 of the amended complaint.

24

25 **FIFTH CAUSE OF ACTION**

26 14. Defendants repeat their responses to the allegations contained in paragraphs 1 through 28 of

27 the amended complaint as if fully set forth herein.

1 15. Defendants deny the allegations contained in paragraphs 30 through 32 of the amended
2 complaint.

3 **AFFIRMATIVE DEFENSES**

4 **FIRST AFFIRMATIVE DEFENSE**

5 The amended complaint fails to state a claim against Defendants upon which relief may be
6 granted.

7 **SECOND AFFIRMATIVE DEFENSE**

8 Plaintiff has failed to mitigate its damages.

9 **THIRD AFFIRMATIVE DEFENSE**

10 Plaintiff is guilty of laches and unclean hands.

11 **FOURTH AFFIRMATIVE DEFENSE**

12 Plaintiff's damages, if any, were caused by its own acts and omissions or by the acts or omissions
13 of third parties over which Defendants had no authority or control.

14 **FIFTH AFFIRMATIVE DEFENSE**

15 Plaintiff's claims are barred by the applicable statute of limitations.

16 **SIXTH AFFIRMATIVE DEFENSE**

17 Plaintiff's claims are barred by the doctrine of estoppel.

18 **SEVENTH AFFIRMATIVE DEFENSE**

19 Plaintiff assumed the risk of the damages of which it now complains.

20 **EIGHTH AFFIRMATIVE DEFENSE**

21 Plaintiff failed to exercise due care in its business dealings.

22 **NINTH AFFIRMATIVE DEFENSE**

23 Plaintiff's claims are barred by the doctrine of waiver.

24 **TENTH AFFIRMATIVE DEFENSE**

25 Plaintiff gave its consent, expressed or implied to the acts, omissions and/or conduct alleged of
26 these answering Defendants.

27 **ELEVENTH AFFIRMATIVE DEFENSE**

1 Plaintiff ratified the alleged acts of these answering Defendants.

2 TWELFTH AFFIRMATIVE DEFENSE

3 Plaintiff expressly, impliedly and/or equitably released all rights against these answering
4 Defendants.

5 THIRTEENTH AFFIRMATIVE DEFENSE

6 Plaintiff has failed to include indispensable parties to this action.

7 FOURTEENTH AFFIRMATIVE DEFENSE

8 Plaintiff lacks standing to prosecute this action.

9 FIFTEENTH AFFIRMATIVE DEFENSE

10 Plaintiff lacks standing or grounds to assert, or are otherwise not entitled to, equitable relief.

11 SIXTEENTH AFFIRMATIVE DEFENSE

12 Plaintiff's claims are barred by the statute of frauds.

13 SEVENTEENTH AFFIRMATIVE DEFENSE

14 Defendants reserves the right to add additional affirmative defenses as new information currently
15 not known or available to Defendants becomes known or knowable during the pendency of this action.

16 WHEREFORE, Defendants prays as follows:

- 17 1. That plaintiff take nothing by way of its amended complaint;
18 2. For costs and attorney's fees incurred herein; and
19 3. For such other and further relief as the Court may deem just and proper.

20 DATED this 30th day of July, 2019.

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

23 By: /s/ Adam R. Trippiedi, Esq.
24 Michael F. Bohn, Esq.
25 Adam R. Trippiedi, Esq.
26 2260 Corporate Cir, Suite 480
27 Henderson, Nevada 89074
28 Attorney for defendants

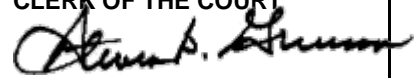
1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of Law
3 Offices of Michael F. Bohn, Esq., and on the 30th day of July, 2019, an electronic copy of the
4 DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT was served on opposing counsel via the
5 Court's electronic service system to the following counsel of record:

6
7 Bradley Epstein, Esq.
8 Scott P. Kelsey, Esq.
9 ANGUIE & TERRY LLP
10 9127 W. Russell Rd., Suite 220
11 Las Vegas, NV 89148
12 *Attorneys for plaintiff*

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/s/ Marc Sameroff /
An employee of the Law Offices of
Michael F. Bohn, Esq., Ltd.



1 **OPPS**
MICHAEL F. BOHN, ESQ.
2 Nevada Bar No.: 1641
mbohn@bohnlawfirm.com
3 ADAM R. TRIPPIEDI, ESQ.
Nevada Bar No.: 12294
4 atrippiedi@bohnlawfirm.com
LAW OFFICES OF
5 MICHAEL F. BOHN, ESQ., LTD.
2260 Corporate Circle, Suite 480
6 Henderson, Nevada 89074
(702) 642-3113/ (702) 642-9766 FAX
7 Attorney for defendants

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 COPPER CREEK HOMEOWNERS
11 ASSOCIATION, a Nevada Non-profit
Corporation,

12 Plaintiff,

13 vs.

14 NICKEL MINE AVENUE TRUST, a Nevada
15 irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
16 MAHOGANY MEADOWS AVENUE TRUST,
a Nevada irrevocable trust; SATICOY BAY
17 LLC, a Nevada Limited Liability Company;
DOES I through V; and ROE CORPORATIONS
18 I through V

19 Defendants.

CASE NO.: A-19-791060-C
DEPT NO.: XXVIII

**DEFENDANTS' OPPOSITION TO
PLAINTIFF'S REQUEST FOR
EXEMPTION TO ARBITRATION**

20 COME NOW defendants Nickel Mine Avenue Trust; Travertine Lane Trust; Mahogany Meadows
21 Avenue Trust; and Saticoy Bay LLC (collectively referred to as “**defendants**”), by and through their
22 attorneys, the Law Offices of Michael F. Bohn, Esq., Ltd., and hereby submit their opposition to plaintiff
23 Copper Creek Homeowners Association’s request for exemption from arbitration filed August 23, 2019.

24 **FACTS**

25 Plaintiff filed this matter seeking to enforce a settlement agreement and obtain damages
26 against defendants for allegedly renting out properties in violation of the terms of the settlement
27
28

1 agreement.

2 **LEGAL ARGUMENT**

3 **A. Plaintiff provides no support, evidentiary or otherwise, for its claim that the instant**
4 **matter has a value of greater than \$50,000.00.**

5 Plaintiff's request for exemption from arbitration, filed August 23, 2019, claims that this
6 matter

7 "involves an amount in excess of \$50,000.00 per Plaintiff, exclusive of interest and costs." Plaintiff
8 cites to Nevada Arbitration Rules 3 and 5 in support of its request.

9 Nevada Arbitration Rule 3 states, in pertinent part:

10 Rule 3. Matters subject to arbitration.

11 (A) All civil cases commenced in the district courts that have a probable jury award value
12 not **in excess of \$50,000 per plaintiff**, exclusive of interest and costs, and regardless of
13 comparative liability, **are subject to the program**, except class actions, appeals from courts
14 of limited jurisdiction, probate actions, divorce and other domestic relations actions, actions
15 seeking judicial review of administrative decisions, actions concerning title to real estate,
16 actions for declaratory relief, actions governed by the provisions of NRS 41A.003 to
41A.069, inclusive, actions presenting significant issues of public policy, actions in which
the parties have agreed in writing to submit the controversy to arbitration or other alternative
dispute resolution method prior to the accrual of the cause of action, actions seeking
equitable or extraordinary relief, actions that present unusual circumstances that constitute
good cause for removal from the program, actions in which any of the parties is incarcerated
and actions utilizing mediation pursuant to Subpart C of these rules.

17 Emphasis added.

18 In the present matter, the damages at issue consist entirely of fines levied against defendants
19 for alleged violations of rental restrictions and/or settlement agreements entered into between plaintiff
20 and defendants. Defendants do not believe these alleged fines exceed \$50,000.00, and plaintiff has
21 not submitted any documentation to support its claim that the fines exceed \$50,000.00.

22 ///

23 ///

24 ///

25

26

27

28

1 Based on the foregoing, defendants submit that plaintiff has not met its burden under Nevada
2 Arbitration Rule 3 to show this case involves an amount in excess of \$50,000.00. Accordingly,
3 defendants request this matter not be exempted from arbitration.

4 DATED this 29th day of August, 2019.

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

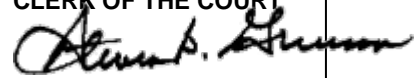
7 By: /s/ Adam R. Trippiedi, Esq.
8 Michael F. Bohn, Esq.
9 Adam R. Trippiedi, Esq.
10 2260 Corporate Cir, Suite 480
11 Henderson, Nevada 89074
12 Attorney for defendants

13 **CERTIFICATE OF SERVICE**

14 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of Law
15 Offices of Michael F. Bohn., Esq., and on the 29th day of August, 2019, an electronic copy of the
16 **DEFENDANTS' OPPOSITION TO PLAINTIFF'S REQUEST FOR EXEMPTION TO**
17 **ARBITRATION** was served on opposing counsel via the Court's electronic service system to the
18 following counsel of record:
19

20 Bradley Epstein, Esq.
21 Scott P. Kelsey, Esq.
22 ANGUIE & TERRY LLP
23 9127 W. Russell Rd., Suite 220
Las Vegas, NV 89148
Attorneys for plaintiff

24 /s/ Marc Sameroff /
25 An employee of the Law Offices of
26 Michael F. Bohn, Esq., Ltd.



ABREA

Bradley Epstein, Esq. SBN 5296
Scott P. Kelsey, Esq. SBN 7770
David M. Bray, Esq. SBN 12706
ANGIUS & TERRY LLP
9127 W. Russell Road, Ste. 220
Las Vegas, NV 89148
Telephone: (702) 990-2017
Facsimile: (702) 990-2018
skelsey@angius-terry.com
dbray@angius-terry.com
Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiffs,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**PLAINTIFF'S REQUEST FOR
EXEMPTION FROM ARBITRATION**

COMES NOW Plaintiff, Copper Creek Homeowners Association ("Plaintiff") by and
through their attorneys, ANGIUS & TERRY LLP, and hereby files Plaintiff's Request to be
exempted from arbitration pursuant to Nevada Arbitration Rules 3 and 5:

///

///

1. _____ presents a significant issue of public policy;
2. XX involves an amount in excess of \$50,000 per Plaintiff,
exclusive of interest and costs;
3. _____ presents unusual circumstances which constitute good cause
for removal from the program.

To date, Plaintiff has fines against Defendants NICKEL MINE AVENUE TRUST;
TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and
SATICOY BAY, LLC (collectively "Defendants") for a collective total of \$28,321.00.

| DEFENDANT | FINE TOTAL |
|--|----------------------------|
| NICKEL MINE AVENUE TRUST <ul style="list-style-type: none">• 6838 Nickel Mine Avenue;• 6892 Nickel Mine Avenue | \$7,113.00; \$5,3280.00 |
| TRAVERTINE LANE TRUST <ul style="list-style-type: none">• 6777 Travertine Lane | \$4,170.00 |
| MAHOGANY MEADOWS AVENUTE TRUST <ul style="list-style-type: none">• 6896 Mahogany Meadows Avenue | \$3,195.00 |
| SATICOY BAY, LLC <ul style="list-style-type: none">• 6773 Granite River Lane;• 6915 Silver State Avenue | \$4,170.00; \$4,345.00 |
| TOTAL | <u>\$28,321.00</u> |

Plaintiff's fines against Defendants will continue to increase as Defendants' continued
breach of the settlement agreement results in monthly assessed fines by Plaintiff against
Defendants.

Although Nevada Arbitration Rule 3 states that Plaintiff's damages must exceed
\$50,000.00, exclusive of interest and costs, this matter is based upon a breach of contract (i.e.,
settlement agreement), which provides that attorney's fees and costs are a recoverable **damage**
against the breaching party. As such, Plaintiff has also incurred approximately \$15,488.00 in
attorney's fees and \$6,103.99 in costs. As such, Plaintiff has incurred approximately **\$49,912.99**
in damages, with additional fines, fees and costs to accumulated throughout the course of

1 litigation. Pursuant to Nevada Arbitration Rules 3 and 5, this matter should be exempted from
2 arbitration.

3 Plaintiff has also attached the necessary documentation, including ledgers¹ and
4 attorney's fee and cost logs². The "description" portion of Plaintiff's attorney's fee logs have
5 been redacted, as the descriptions contain information that is protected by attorney-client
6 privilege and/or work-product privilege. If necessary, Plaintiff can provide an un-redacted
7 version to the Court for an in-camera review.
8

9 Furthermore, Plaintiff served *Plaintiff's Request for Exemption from Arbitration* on
10 August 23, 2019 but mistakenly didn't file the same with the Court.³ On August 29, 2019,
11 Defendants filed *Defendants' Opposition to Plaintiff's Request for Exemption to Arbitration*.⁴
12 Plaintiff has attached both documents for the Court's review.
13

14 Plaintiff hereby certifies, pursuant to N.R.C.P. 1, that this case to be within the
15 exemption(s) marked above, and we are aware of the sanctions which may be imposed against
16 any attorney or party who without good cause or justification attempts to remove a case from
17 the arbitration program.
18

19 Plaintiff further certifies, pursuant to NRS Chapter 239B and NRS 603A.040, that
20 this document and any attachments thereto do not contain personal information including,
21 without limitation, home address/phone number, social security number, driver's license
22 number or identification card number, account number, PIN numbers, credit card number or
23
24
25

26 ¹ See Exhibit "1" – Plaintiff's fine ledgers for all six (6) properties included in the matter.

27 ² See Exhibit "2" – Plaintiff's attorney's fees and costs billing logs.

28 ³ See Exhibit "3" – Plaintiff's Request for Exemption from Arbitration, served 08-23-19

⁴ See Exhibit "4" – Defendant's Opposition to Plaintiff's Request for Exemption from
Arbitration, filed 08-29-19.

1 debit card number, in combination with any required security code, access code or password
2 that would permit access to the person's financial account.

3 Dated: September 3, 2019.

ANGIUS & TERRY LLP

4 /s/ David Bray

5 By: _____

6 Bradley Epstein, Esq., SBN 5296

7 Scott P. Kelsey, Esq. SBN 7770

8 David Bray, Esq. SBN 12706

9 9127 W. Russell Road Suite 220

Las Vegas, NV 89148

Attorneys for Plaintiff

10 **CERTIFICATE OF SERVICE**

11 I hereby certify on this 3rd day of September, 2019, I served a true and correct copy of
12 the foregoing **PLAINTIFF'S REQUEST FOR EXEMPTION FROM ARBITRATION** via
13 the Eighth Judicial District Court electronic filing and service system on the parties below:
14

15
16 Michael F. Bohn, Esq.
17 Law Offices of
18 Michael F. Bohn, Esq., Ltd.
19 2260 Corporate Circle, Suite 480
20 Henderson, NV 89074
21 Attorney for Defendants

22 /s/ Amy McConnell

23 _____
24 An employee of Angius & Terry LLP
25
26
27
28

EXHIBIT 1

EXHIBIT 1



Copper Creek Homeowners Association

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

Saticoy Bay LLC
PO Box 36208
Las Vegas, NV 89133

Property Address: 6773 Granite River Lane

Account #: 34584

| Code | Date | Amount | Balance | Check# | Memo |
|-------------------|------------|-----------|----------|--------|------------------------------------|
| Beginning Balance | 12/31/2013 | 100.00 | 100.00 | | Beginning Balance Prior Management |
| Fine | 3/22/2016 | 65.00 | 165.00 | | 01/15/16: Maintenance & Repair |
| Fine | 4/15/2016 | 195.00 | 360.00 | | 01/15/16: Maintenance & Repair |
| Fine | 9/22/2016 | 65.00 | 425.00 | | 09/07/16: Rentals |
| Fine | 11/9/2016 | 65.00 | 490.00 | | 09/07/16: Rentals |
| Fine | 1/5/2017 | 325.00 | 815.00 | | 09/07/16: Rentals |
| Waive Fine | 1/6/2017 | -65.00 | 750.00 | | Waive Fine |
| Payment | 1/30/2017 | -360.00 | 390.00 | 29003 | LevelProperty CABLB 013017.dat |
| Fine | 2/15/2017 | 390.00 | 780.00 | | 09/07/16: Rentals |
| Fine | 3/8/2017 | 195.00 | 975.00 | | 09/07/16: Rentals |
| Fine | 11/15/2017 | 260.00 | 1,235.00 | | 09/07/16: Rentals |
| Fine | 12/5/2017 | 130.00 | 1,365.00 | | 09/07/16: Rentals |
| Waive Fine | 12/18/2017 | -1,040.00 | 325.00 | | Waive Fines |
| Fine | 5/11/2018 | 65.00 | 390.00 | | 02/06/18: Rentals |
| Fine | 6/7/2018 | 130.00 | 520.00 | | 02/06/18: Rentals |
| Fine | 7/2/2018 | 260.00 | 780.00 | | 02/06/18: Rentals |
| Fine | 8/8/2018 | 260.00 | 1,040.00 | | 02/06/18: Rentals |
| Fine | 9/11/2018 | 325.00 | 1,365.00 | | 02/06/18: Rentals |
| Fine | 10/5/2018 | 260.00 | 1,625.00 | | 02/06/18: Rentals |
| Fine | 11/6/2018 | 260.00 | 1,885.00 | | 02/06/18: Rentals |
| Fine | 1/7/2019 | 520.00 | 2,405.00 | | 02/06/18: Rentals |
| Fine | 1/23/2019 | 65.00 | 2,470.00 | | 02/06/18: Rentals |
| Fine | 2/7/2019 | 65.00 | 2,535.00 | | 02/06/18: Rentals |
| Fine | 3/6/2019 | 195.00 | 2,730.00 | | 02/06/18: Rentals |
| Fine | 4/17/2019 | 400.00 | 3,130.00 | | 02/06/18: Rentals |
| Fine | 7/22/2019 | 845.00 | 3,975.00 | | 02/06/18: Rentals |
| Fine | 8/9/2019 | 195.00 | 4,170.00 | | 02/06/18: Rentals |

| | | | | | |
|----------|--------------|--------------|----------|----------|----------|
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | Balance: | 4,170.00 |
| 1,040.00 | 0.00 | 0.00 | 3,130.00 | | |

Level Community Management | 8966 Spanish Ridge Ave #100 | Las Vegas, NV 89148 | 702-433-0149

Make check payable to: Copper Creek Homeowners Association

8/13/2019

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AA000043



Copper Creek Homeowners Association

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148



Copper Creek Homeowners Association

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

Travertine Lane Trust
PO Box 36208
Las Vegas, NV 89133

Property Address: 6777 Travertine Lane

Account #: 34699

| Code | Date | Amount | Balance | Check# | Memo |
|--------------------|------------|-----------|----------|--------|------------------------------------|
| Beginning Balance | 12/31/2013 | 4,200.00 | 4,200.00 | | Beginning Balance Prior Management |
| Fine | 12/2/2015 | 65.00 | 4,265.00 | | 07/06/15: Rentals |
| Intent to Lien Fee | 1/17/2016 | 90.00 | 4,355.00 | | Intent to Lien |
| Fine | 2/10/2016 | 520.00 | 4,875.00 | | 07/06/15: Rentals |
| Lien Fee | 2/19/2016 | 325.00 | 5,200.00 | | Lien Recorded |
| Recording Fee | 2/19/2016 | 18.00 | 5,218.00 | | Lien Recorded |
| Fine | 9/15/2016 | 100.00 | 5,318.00 | | 07/06/15: Rentals |
| Fine | 11/9/2016 | 520.00 | 5,838.00 | | 07/06/15: Rentals |
| Fine | 1/5/2017 | 520.00 | 6,358.00 | | 07/06/15: Rentals |
| Waive Fine | 1/6/2017 | -65.00 | 6,293.00 | | Waive Fine |
| Fine | 2/15/2017 | 390.00 | 6,683.00 | | 07/06/15: Rentals |
| Fine | 3/9/2017 | 195.00 | 6,878.00 | | 07/06/15: Rentals |
| Fine | 4/7/2017 | 325.00 | 7,203.00 | | 07/06/15: Rentals |
| Fine | 11/15/2017 | 260.00 | 7,463.00 | | 07/06/15: Rentals |
| Fine | 12/5/2017 | 130.00 | 7,593.00 | | 07/06/15: Rentals |
| Waive Fine | 12/18/2017 | -6,670.00 | 923.00 | | Waive Fines |
| Fine | 5/11/2018 | 65.00 | 988.00 | | 02/06/18: Rentals |
| Fine | 6/7/2018 | 130.00 | 1,118.00 | | 02/06/18: Rentals |
| Fine | 7/2/2018 | 260.00 | 1,378.00 | | 02/06/18: Rentals |
| Fine | 8/8/2018 | 260.00 | 1,638.00 | | 02/06/18: Rentals |
| Fine | 9/11/2018 | 325.00 | 1,963.00 | | 02/06/18: Rentals |
| Fine | 10/5/2018 | 260.00 | 2,223.00 | | 02/06/18: Rentals |
| Fine | 11/5/2018 | 400.00 | 2,623.00 | | 02/06/18: Rentals |
| Fine | 1/7/2019 | 520.00 | 3,143.00 | | 02/06/18: Rentals |
| Fine | 2/7/2019 | 260.00 | 3,403.00 | | 02/06/18: Rentals |
| Fine | 3/6/2019 | 195.00 | 3,598.00 | | 02/06/18: Rentals |
| Fine | 4/17/2019 | 400.00 | 3,998.00 | | 02/06/18: Rentals |
| Fine | 7/22/2019 | 845.00 | 4,843.00 | | 02/06/18: Rentals |
| Fine | 8/9/2019 | 195.00 | 5,038.00 | | 02/06/18: Rentals |

Level Community Management | 8966 Spanish Ridge Ave #100 | Las Vegas, NV 89148 | 702-433-0149

Make check payable to: Copper Creek Homeowners Association



Copper Creek Homeowners Association

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

| Code | Date | | | Amount | Balance | Check# | Memo |
|----------|--------------|--------------|----------|--------|----------|----------|------|
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | | Balance: | 5,038.00 | |
| 1,040.00 | 0.00 | 0.00 | 3,998.00 | | | | |



Copper Creek Homeowners Association

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

Nickel Mine Avenue Trust
PO Box 36208
Las Vegas, NV 89133

Property Address: 6838 Nickel Mine Avenue

Account #: 34624

| Code | Date | Amount | Balance | Check# | Memo |
|--------------------|------------|-----------|----------|--------|------------------------------------|
| Beginning Balance | 12/31/2013 | 2,100.00 | 2,100.00 | | Beginning Balance Prior Management |
| Fine | 11/19/2015 | 65.00 | 2,165.00 | | 06/04/15: Animals |
| Fine | 11/19/2015 | 65.00 | 2,230.00 | | 06/04/15: Animals |
| Waive Fine | 11/20/2015 | -65.00 | 2,165.00 | | Waive Fine |
| Fine | 12/2/2015 | 65.00 | 2,230.00 | | 06/04/15: Maintenance & Repair |
| Fine | 12/2/2015 | 65.00 | 2,295.00 | | 07/21/15: Rentals |
| Intent to Lien Fee | 1/17/2016 | 90.00 | 2,385.00 | | Intent to Lien |
| Fine | 2/10/2016 | 780.00 | 3,165.00 | | 06/04/15: Animals |
| Lien Fee | 2/19/2016 | 325.00 | 3,490.00 | | Lien Recorded |
| Recording Fee | 2/19/2016 | 18.00 | 3,508.00 | | Lien Recorded |
| Fine | 2/22/2016 | 455.00 | 3,963.00 | | 07/21/15: Rentals |
| Fine | 9/15/2016 | 100.00 | 4,063.00 | | 07/21/15: Rentals |
| Fine | 10/25/2016 | 455.00 | 4,518.00 | | 07/21/15: Rentals |
| Fine | 12/7/2016 | 65.00 | 4,583.00 | | 10/06/16: Landscape Maintenance |
| Fine | 12/8/2016 | 65.00 | 4,648.00 | | 10/06/16: Landscape Maintenance |
| Fine | 1/5/2017 | 650.00 | 5,298.00 | | 07/21/15: Rentals |
| Waive Fine | 1/6/2017 | -130.00 | 5,168.00 | | Waive Fine |
| Fine | 2/15/2017 | 390.00 | 5,558.00 | | 07/21/15: Rentals |
| Waive Fine | 12/20/2017 | -4,215.00 | 1,343.00 | | Waive Fines |
| Fine | 6/27/2018 | 100.00 | 1,443.00 | | 05/11/18: Rentals |
| Fine | 6/27/2018 | 50.00 | 1,493.00 | | 05/11/18: Maintenance & Repair |
| Fine | 8/8/2018 | 400.00 | 1,893.00 | | 05/11/18: Rentals |
| Fine | 9/11/2018 | 500.00 | 2,393.00 | | 05/11/18: Rentals |
| Fine | 9/11/2018 | 65.00 | 2,458.00 | | 04/04/18: Trash Can |
| Fine | 10/5/2018 | 400.00 | 2,858.00 | | 05/11/18: Rentals |
| Fine | 10/5/2018 | 600.00 | 3,458.00 | | 05/11/18: Maintenance & Repair |
| Fine | 11/5/2018 | 400.00 | 3,858.00 | | 05/11/18: Rentals |
| Fine | 1/7/2019 | 800.00 | 4,658.00 | | 05/11/18: Rentals |
| Fine | 2/7/2019 | 260.00 | 4,918.00 | | 05/11/18: Rentals |

Level Community Management | 8966 Spanish Ridge Ave #100 | Las Vegas, NV 89148 | 702-433-0149

Make check payable to: Copper Creek Homeowners Association

8/13/2019

Page 1 of 2

AA000047



Copper Creek Homeowners Association

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

| Code | Date | Amount | Balance | Check# | Memo |
|----------|--------------|--------------|----------|----------|-------------------|
| Fine | 3/6/2019 | 195.00 | 5,113.00 | | 05/11/18: Rentals |
| Fine | 4/17/2019 | 400.00 | 5,513.00 | | 05/11/18: Rentals |
| Fine | 7/22/2019 | 1,300.00 | 6,813.00 | | 05/11/18: Rentals |
| Fine | 8/9/2019 | 300.00 | 7,113.00 | | 05/11/18: Rentals |
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | Balance: | 7,113.00 |
| 1,600.00 | 0.00 | 0.00 | 5,513.00 | | |



Copper Creek Homeowners Association

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

Nickel Mine Avenue Trust
PO Box 36208
Las Vegas, NV 89133

Property Address: 6892 Nickel Mine Avenue

Account #: 34629

| Code | Date | Amount | Balance | Check# | Memo |
|--------------------|------------|-----------|----------|--------|------------------------------------|
| Beginning Balance | 12/31/2013 | 4,175.00 | 4,175.00 | | Beginning Balance Prior Management |
| Fine | 12/2/2015 | 65.00 | 4,240.00 | | 07/07/14: Rentals |
| Intent to Lien Fee | 1/17/2016 | 90.00 | 4,330.00 | | Intent to Lien |
| Fine | 2/10/2016 | 520.00 | 4,850.00 | | 07/07/14: Rentals |
| Lien Fee | 2/19/2016 | 325.00 | 5,175.00 | | Lien Recorded |
| Recording Fee | 2/19/2016 | 18.00 | 5,193.00 | | Lien Recorded |
| Fine | 4/26/2016 | 65.00 | 5,258.00 | | 10/19/15: Landscape Maintenance |
| Fine | 9/15/2016 | 100.00 | 5,358.00 | | 07/07/14: Rentals |
| Fine | 9/22/2016 | 65.00 | 5,423.00 | | 08/10/16: Maintenance & Repair |
| Fine | 10/25/2016 | 455.00 | 5,878.00 | | 07/07/14: Rentals |
| Fine | 11/9/2016 | 100.00 | 5,978.00 | | 07/07/14: Rentals |
| Fine | 2/15/2017 | 975.00 | 6,953.00 | | 07/07/14: Rentals |
| Fine | 3/9/2017 | 195.00 | 7,148.00 | | 07/07/14: Rentals |
| Fine | 11/15/2017 | 260.00 | 7,408.00 | | 07/07/14: Rentals |
| Fine | 12/5/2017 | 130.00 | 7,538.00 | | 07/07/14: Rentals |
| Waive Fine | 12/18/2017 | -6,520.00 | 1,018.00 | | Waive Fines |
| Fine | 4/30/2018 | 65.00 | 1,083.00 | | 02/06/18: Rentals |
| Fine | 6/1/2018 | 65.00 | 1,148.00 | | 12/05/17: Satellite Dish |
| Fine | 6/7/2018 | 260.00 | 1,408.00 | | 02/06/18: Rentals |
| Fine | 7/2/2018 | 260.00 | 1,668.00 | | 02/06/18: Rentals |
| Fine | 8/8/2018 | 260.00 | 1,928.00 | | 02/06/18: Rentals |
| Fine | 9/11/2018 | 325.00 | 2,253.00 | | 02/06/18: Rentals |
| Fine | 10/5/2018 | 260.00 | 2,513.00 | | 02/06/18: Rentals |
| Fine | 11/5/2018 | 400.00 | 2,913.00 | | 02/06/18: Rentals |
| Fine | 1/7/2019 | 520.00 | 3,433.00 | | 02/06/18: Rentals |
| Fine | 2/7/2019 | 260.00 | 3,693.00 | | 02/06/18: Rentals |
| Fine | 3/6/2019 | 195.00 | 3,888.00 | | 02/06/18: Rentals |
| Fine | 4/17/2019 | 400.00 | 4,288.00 | | 02/06/18: Rentals |
| Fine | 7/22/2019 | 845.00 | 5,133.00 | | 02/06/18: Rentals |



Copper Creek Homeowners Association

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

| Code | | Date | | Amount | Balance | Check# | Memo |
|----------|--------------|--------------|----------|----------|----------|----------|-------------------|
| Fine | | 8/9/2019 | | 195.00 | 5,328.00 | | 02/06/18: Rentals |
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | Balance: | | 5,328.00 | |
| 1,040.00 | 0.00 | 0.00 | 4,288.00 | | | | |



Copper Creek Homeowners Association

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

Mahogany Meadows Avenue Trust
PO Box 36208
Las Vegas, NV 89133

Property Address: 6896 Mahogany Meadows Avenue

Account #: 49831

| Code | Date | Amount | Balance | Check# | Memo |
|---------------------------|-----------|--------|----------|--------|--------------------------------|
| Fine | 8/21/2017 | 100.00 | 100.00 | | 07/11/17: Maintenance & Repair |
| Fine | 10/5/2017 | 260.00 | 360.00 | | 07/11/17: Maintenance & Repair |
| Fine | 11/8/2017 | 260.00 | 620.00 | | 07/11/17: Maintenance & Repair |
| Fine | 12/5/2017 | 260.00 | 880.00 | | 07/11/17: Maintenance & Repair |
| Fine | 1/3/2018 | 260.00 | 1,140.00 | | 07/11/17: Maintenance & Repair |
| Fine | 2/6/2018 | 325.00 | 1,465.00 | | 07/11/17: Maintenance & Repair |
| Fine | 3/8/2018 | 260.00 | 1,725.00 | | 07/11/17: Maintenance & Repair |
| Fine | 4/4/2018 | 400.00 | 2,125.00 | | 07/11/17: Maintenance & Repair |
| Intent to Lien Fee | 4/15/2018 | 90.00 | 2,215.00 | | Intent to Lien |
| Fine | 5/11/2018 | 260.00 | 2,475.00 | | 07/11/17: Maintenance & Repair |
| Lien Fee | 5/15/2018 | 325.00 | 2,800.00 | | Lien Recorded |
| Recording Fee | 5/15/2018 | 40.00 | 2,840.00 | | Lien Recorded |
| Recorded Lien Release Fee | 5/15/2018 | 30.00 | 2,870.00 | | Lien Recorded |
| Fine | 6/7/2018 | 325.00 | 3,195.00 | | 07/11/17: Maintenance & Repair |

| | | | | | |
|---------|--------------|--------------|----------|----------|----------|
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | Balance: | 3,195.00 |
| 0.00 | 0.00 | 0.00 | 3,195.00 | | |



Copper Creek Homeowners Association

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

Saticoy Bay LLC Series 6915 Silver State
P.O. Box 36208
Las Vegas, NV 89133

Property Address: 6915 Silver State Avenue

Account #: 45769

| Code | Date | Amount | Balance | Check# | Memo |
|------------|------------|-----------|----------|--------|---------------------------------|
| Fine | 4/26/2016 | 65.00 | 65.00 | | 10/19/15: Landscape Maintenance |
| Fine | 9/15/2016 | 100.00 | 165.00 | | 08/25/15: Rentals |
| Fine | 10/25/2016 | 455.00 | 620.00 | | 08/25/15: Rentals |
| Fine | 11/9/2016 | 100.00 | 720.00 | | 08/25/15: Rentals |
| Fine | 1/5/2017 | 520.00 | 1,240.00 | | 08/25/15: Rentals |
| Fine | 2/15/2017 | 390.00 | 1,630.00 | | 08/25/15: Rentals |
| Fine | 3/9/2017 | 195.00 | 1,825.00 | | 08/25/15: Rentals |
| Fine | 10/23/2017 | 65.00 | 1,890.00 | | 09/08/17: Landscape Maintenance |
| Fine | 11/15/2017 | 455.00 | 2,345.00 | | 08/25/15: Rentals |
| Fine | 12/5/2017 | 130.00 | 2,475.00 | | 08/25/15: Rentals |
| Waive Fine | 12/18/2017 | -2,345.00 | 130.00 | | Waive Fines |
| Fine | 5/11/2018 | 65.00 | 195.00 | | 02/06/18: Rentals |
| Fine | 6/7/2018 | 130.00 | 325.00 | | 02/06/18: Rentals |
| Fine | 7/2/2018 | 260.00 | 585.00 | | 02/06/18: Rentals |
| Fine | 8/22/2018 | 100.00 | 685.00 | | 08/03/18: Parking |
| Fine | 9/11/2018 | 585.00 | 1,270.00 | | 02/06/18: Rentals |
| Fine | 10/5/2018 | 260.00 | 1,530.00 | | 02/06/18: Rentals |
| Fine | 11/5/2018 | 400.00 | 1,930.00 | | 02/06/18: Rentals |
| Fine | 1/7/2019 | 520.00 | 2,450.00 | | 02/06/18: Rentals |
| Fine | 2/7/2019 | 260.00 | 2,710.00 | | 02/06/18: Rentals |
| Fine | 3/6/2019 | 195.00 | 2,905.00 | | 02/06/18: Rentals |
| Fine | 4/17/2019 | 400.00 | 3,305.00 | | 02/06/18: Rentals |
| Fine | 7/22/2019 | 845.00 | 4,150.00 | | 02/06/18: Rentals |
| Fine | 8/9/2019 | 195.00 | 4,345.00 | | 02/06/18: Rentals |

| | | | | | |
|----------|--------------|--------------|----------|----------|----------|
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | Balance: | 4,345.00 |
| 1,040.00 | 0.00 | 0.00 | 3,305.00 | | |

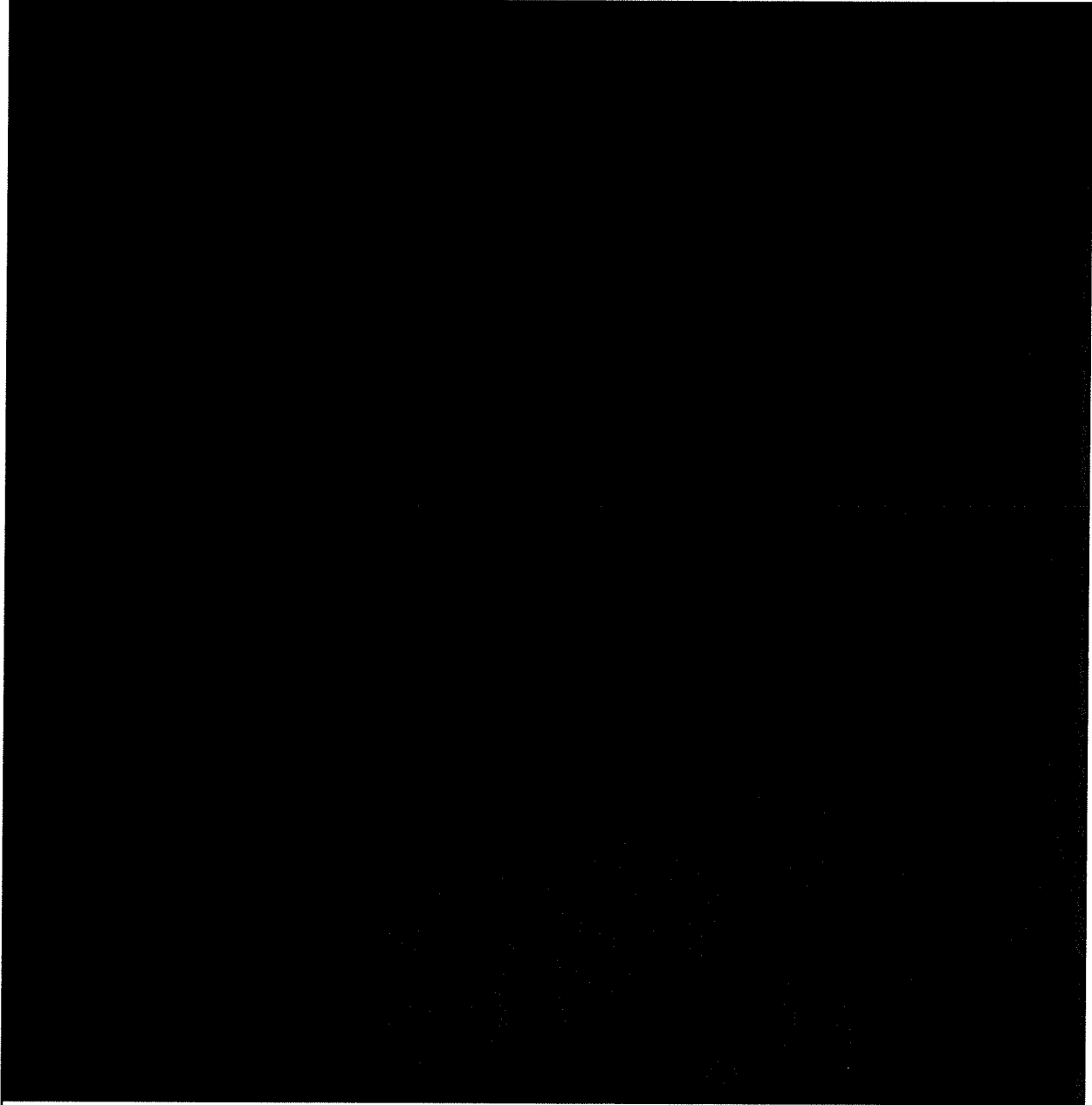
EXHIBIT 2

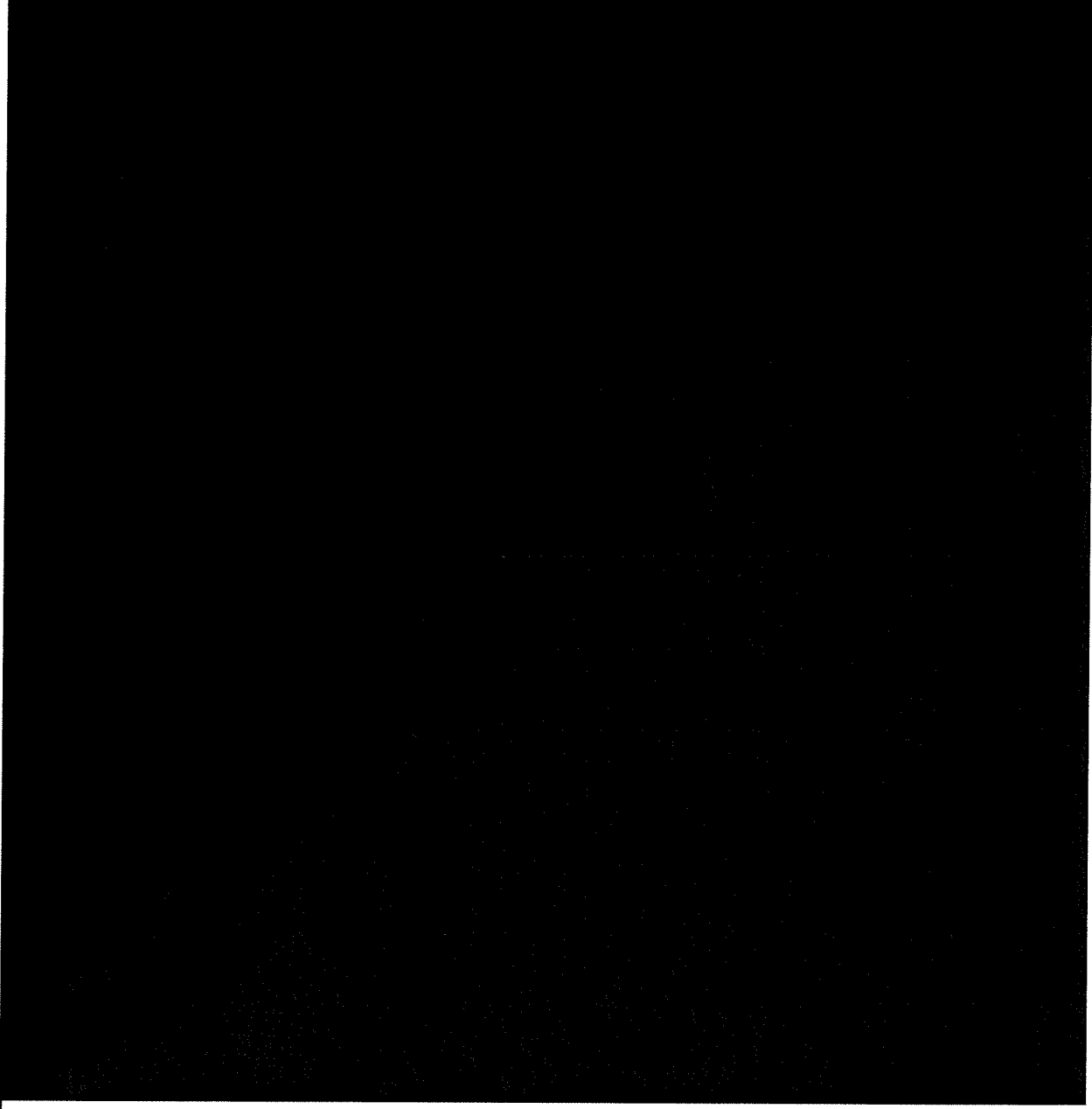


EXHIBIT 2

| Selection Criteria | | | |
|--|----------|-------------|--------------------------------|
| Slip: Transaction Date 9/1/2018 - Latest | | | |
| Clie: Selection Include: CopperCreek | | | |
| Date | Initials | Description | Hrs Billed Value (Discount) |
| Client: CopperCreek | | | |
| 11/1/2018 | SPK | | 1.00 \$0.00 |
| 11/1/2018 | SPK | | 0.10 \$0.00 |
| 11/1/2018 | SPK | | 0.10 \$0.00 |
| 11/1/2018 | SPK | | 0.10 \$0.00 |
| 11/1/2018 | SPK | | 0.10 \$34.00 |
| 11/8/2018 | SPK | | 2.00 \$0.00 |
| 11/8/2018 | SPK | | 0.10 \$34.00 |
| 11/8/2018 | SPK | | 0.10 \$34.00 |
| 11/8/2018 | SPK | | 0.10 \$34.00 |
| 11/8/2018 | SPK | | 0.10 \$34.00 |
| 11/16/2018 | SPK | | 0.30 \$102.00 |
| 11/16/2018 | SPK | | 0.10 \$34.00 |
| 11/16/2018 | SPK | | 0.30 \$0.00 |

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Angius Terry LLP
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| Date | Initials | Description | Hrs | Billed Value (Discount) |
|------------|----------|---|------|----------------------------|
| 11/16/2018 | SPK |  | 3.60 | \$1,224.00 |
| 11/16/2018 | ALM | | 0.40 | \$64.00 |
| 11/26/2018 | SPK | | 0.20 | \$68.00 |
| 11/28/2018 | SPK | | 0.40 | \$136.00 |
| 11/29/2018 | SPK | | 0.10 | \$34.00 |
| 11/29/2018 | SPK | | 2.80 | \$952.00 |
| 11/30/2018 | SPK | | 0.10 | \$34.00 |
| 11/30/2018 | SPK | | 0.10 | \$34.00 |
| 11/30/2018 | ALM | | 1.10 | \$176.00 |
| 11/30/2018 | ALM | | 0.10 | \$16.00 |
| 11/30/2018 | SPK | | 0.20 | \$68.00 |
| 12/17/2018 | SPK | | 0.10 | \$27.50 |
| 12/17/2018 | SPK | | 0.10 | \$27.50 |
| 12/17/2018 | SPK | | 0.10 | \$27.50 |
| 12/17/2018 | SPK | | 0.10 | \$27.50 |
| 12/17/2018 | SPK | | 0.10 | \$27.50 |
| 12/17/2018 | SPK | | 0.10 | \$27.50 |

| Date | Initials | Description | Hrs | Billed Value (Discount) |
|------------|----------|--|------|----------------------------|
| 12/17/2018 | SPK |  | 0.10 | \$27.50 |
| 12/17/2018 | SPK | | 0.10 | \$27.50 |
| 12/17/2018 | SPK | | 0.10 | \$27.50 |
| 12/19/2018 | SPK | | 0.10 | \$27.50 |
| 12/19/2018 | SPK | | 0.40 | \$110.00 |
| 12/19/2018 | SPK | | 0.10 | \$27.50 |
| 12/19/2018 | SPK | | 0.10 | \$27.50 |
| 12/19/2018 | SPK | | 0.30 | \$82.50 |
| 12/20/2018 | SPK | | 0.10 | \$27.50 |
| 12/20/2018 | SPK | | 0.40 | \$110.00 |
| 12/20/2018 | SPK | | 0.20 | \$55.00 |
| 12/20/2018 | SPK | | 0.30 | \$82.50 |
| 12/20/2018 | SPK | | 0.30 | \$82.50 |
| 12/20/2018 | SPK | | 0.40 | \$110.00 |
| 12/31/2018 | SPK | | 0.10 | \$27.50 |
| 12/31/2018 | SPK |  | 0.40 | \$110.00 |
| 12/31/2018 | SPK | | 0.50 | \$137.50 |
| 12/31/2018 | SPK | | 0.30 | \$82.50 |
| 1/2/2019 | SPK |  | 0.10 | \$27.50 |

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Angius Terry LLP
AT Slip Listing

| Date | Initials | Description | Hrs | Billed Value (Discount) |
|-----------|----------|-------------|------|----------------------------|
| 2/25/2019 | SPK | | 0.10 | \$27.50 |
| 2/25/2019 | SPK | | 0.30 | \$82.50 |
| 2/25/2019 | SPK | | 0.10 | \$27.50 |
| 2/25/2019 | SPK | | 0.20 | \$55.00 |
| 3/1/2019 | SPK | | 0.10 | \$27.50 |
| 8/21/2019 | SPK | | 0.10 | \$27.50 |
| 8/21/2019 | SPK | | 0.20 | \$55.00 |

Total: Time

19.70 \$4,789.50

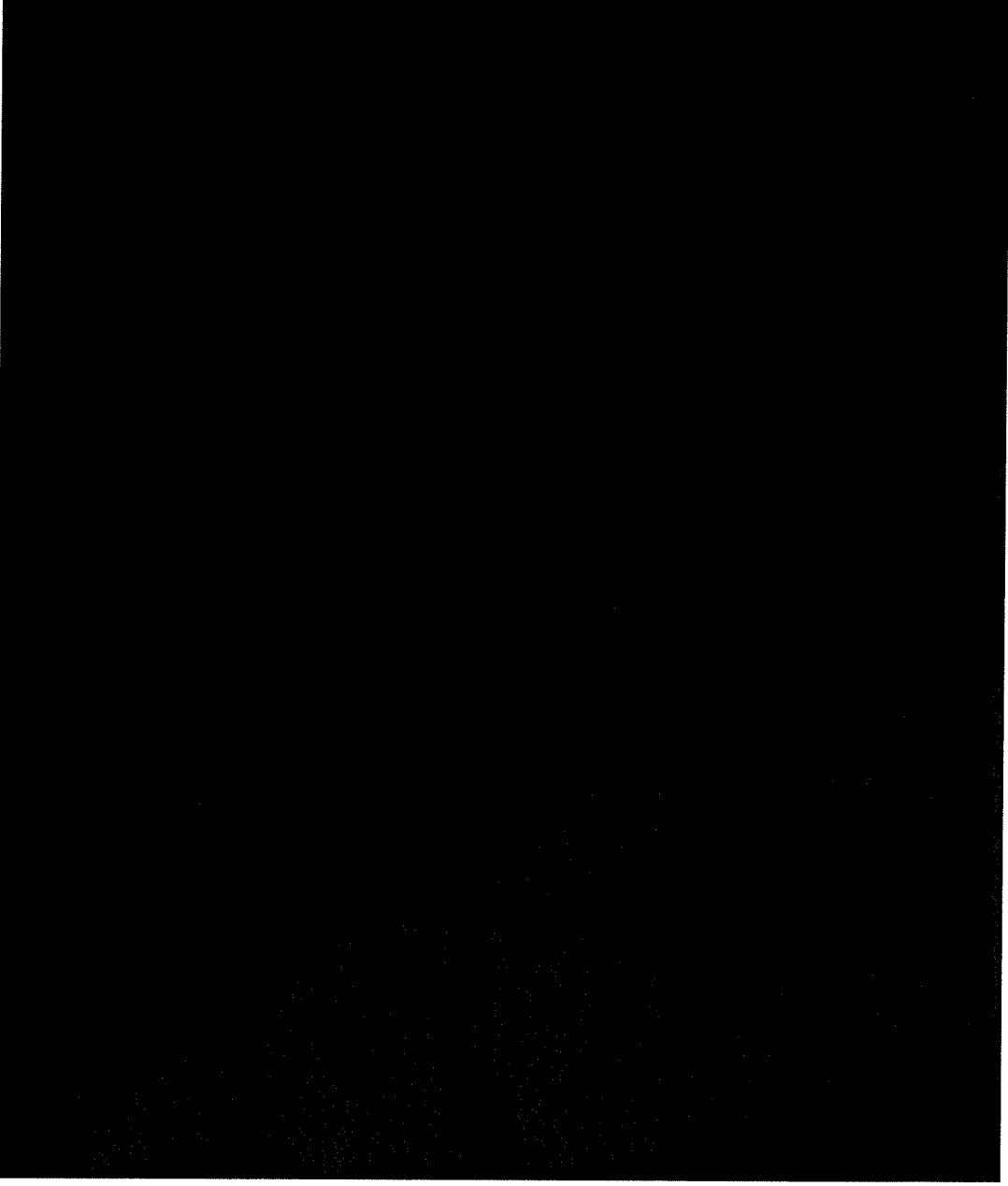
| | | | |
|------------|------|---|---------|
| 9/30/2018 | Cost | Public Access Court Elec Records | \$1.50 |
| 11/30/2018 | IHC | Monthly Photocopy Charges | \$6.20 |
| 11/30/2018 | IHC | Monthly Postage Charges | \$0.86 |
| 11/30/2018 | IHC | Monthly Color Photocopy Charges | \$72.00 |
| 11/30/2018 | Cost | Nationwide Legal, LLC - Courier to Clark County District Court 10/12/18 | \$25.00 |
| 12/31/2018 | IHC | Monthly Photocopy Charges | \$13.40 |
| 2/28/2019 | IHC | Monthly Photocopy Charges | \$1.00 |

Total: Expense

\$119.96

Total: CopperCreek

19.70 \$4,909.46

| Selection Criteria | | | |
|---|----------|---|-----------------------------|
| Slip Transaction Date 9/1/2018 - Latest | | | |
| Clie.Selection Include: CopperCreek | | | |
| Date | Initials | Description | Hrs Billed Value (Discount) |
| Client: CopperCreek- | | | |
| 1/2/2019 | SPK |  | 1.00 \$275.00 |
| 1/2/2019 | SPK | | 1.00 \$275.00 |
| 1/2/2019 | SPK | | 1.00 \$275.00 |
| 1/2/2019 | SPK | | 1.00 \$275.00 |
| 1/2/2019 | ALM | | 0.60 \$96.00 |
| 1/2/2019 | SPK | | 1.00 \$275.00 |
| 1/2/2019 | ALM | | 0.60 \$96.00 |
| 1/2/2019 | ALM | | 0.60 \$96.00 |
| 1/2/2019 | ALM | | 0.60 \$96.00 |
| 1/2/2019 | ALM | | 0.60 \$96.00 |
| 1/10/2019 | SPK | | 1.00 \$275.00 |
| 1/10/2019 | ALM | | 0.40 \$64.00 |
| 1/14/2019 | ALM | | 0.60 \$96.00 |
| 1/14/2019 | SPK | | 0.10 \$27.50 |
| 1/16/2019 | SPK | | 4.30 \$1,182.50 |
| 1/16/2019 | ALM | | 0.60 \$96.00 |
| 1/17/2019 | ALM | | 1.20 \$192.00 |

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Angius Terry LLP
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| Date | Initials | Description | Hrs | Billed Value (Discount) |
|-----------|----------|-------------|------|----------------------------|
| 1/18/2019 | SPK | | 1.80 | \$495.00 |
| 1/18/2019 | ALM | | 0.30 | \$48.00 |
| 1/23/2019 | SPK | | 0.80 | \$220.00 |
| 1/23/2019 | SPK | | 0.20 | \$55.00 |
| 1/28/2019 | ALM | | 0.20 | \$32.00 |
| 2/13/2019 | SPK | | 0.20 | \$55.00 |
| 2/15/2019 | ALM | | 0.40 | \$64.00 |
| 2/15/2019 | ALM | | 0.30 | \$48.00 |
| 2/15/2019 | ALM | | 0.30 | \$0.00 |
| 2/15/2019 | DMB | | 0.30 | \$25.00 |
| 2/22/2019 | SPK | | 0.30 | \$82.50 |
| 2/22/2019 | SPK | | 0.60 | \$165.00 |
| 2/22/2019 | SPK | | 0.30 | \$82.50 |
| 2/22/2019 | SPK | | 0.80 | \$220.00 |
| 2/25/2019 | SPK | | 1.60 | \$440.00 |
| 2/25/2019 | ALM | | 0.10 | \$0.00 |

| Date | Initials | Description | Hrs | Billed Value (Discount) |
|-----------|----------|-------------|------|----------------------------|
| 2/26/2019 | SPK | | 0.50 | \$137.50 |
| 2/26/2019 | ALM | | 0.10 | \$0.00 |
| 2/26/2019 | SPK | | 0.30 | \$82.50 |
| 2/26/2019 | ALM | | 0.30 | \$48.00 |
| 3/1/2019 | ALM | | 0.10 | \$0.00 |
| 3/1/2019 | SPK | | 0.10 | \$27.50 |
| 3/1/2019 | SPK | | 0.30 | \$82.50 |
| 3/1/2019 | SPK | | 0.10 | \$27.50 |
| 3/12/2019 | ALM | | 0.40 | \$64.00 |
| 3/12/2019 | ALM | | 0.20 | \$32.00 |
| 3/12/2019 | ALM | | 0.20 | \$32.00 |
| 3/12/2019 | SPK | | 0.50 | \$137.50 |
| 3/12/2019 | DMB | | 2.60 | \$650.00 |
| 3/13/2019 | ALM | | 0.60 | \$96.00 |
| 3/14/2019 | ALM | | 0.40 | \$64.00 |
| 3/14/2019 | DMB | | 0.40 | \$100.00 |
| 3/18/2019 | ALM | | 0.70 | \$112.00 |
| 3/19/2019 | SPK | | 0.50 | \$137.50 |

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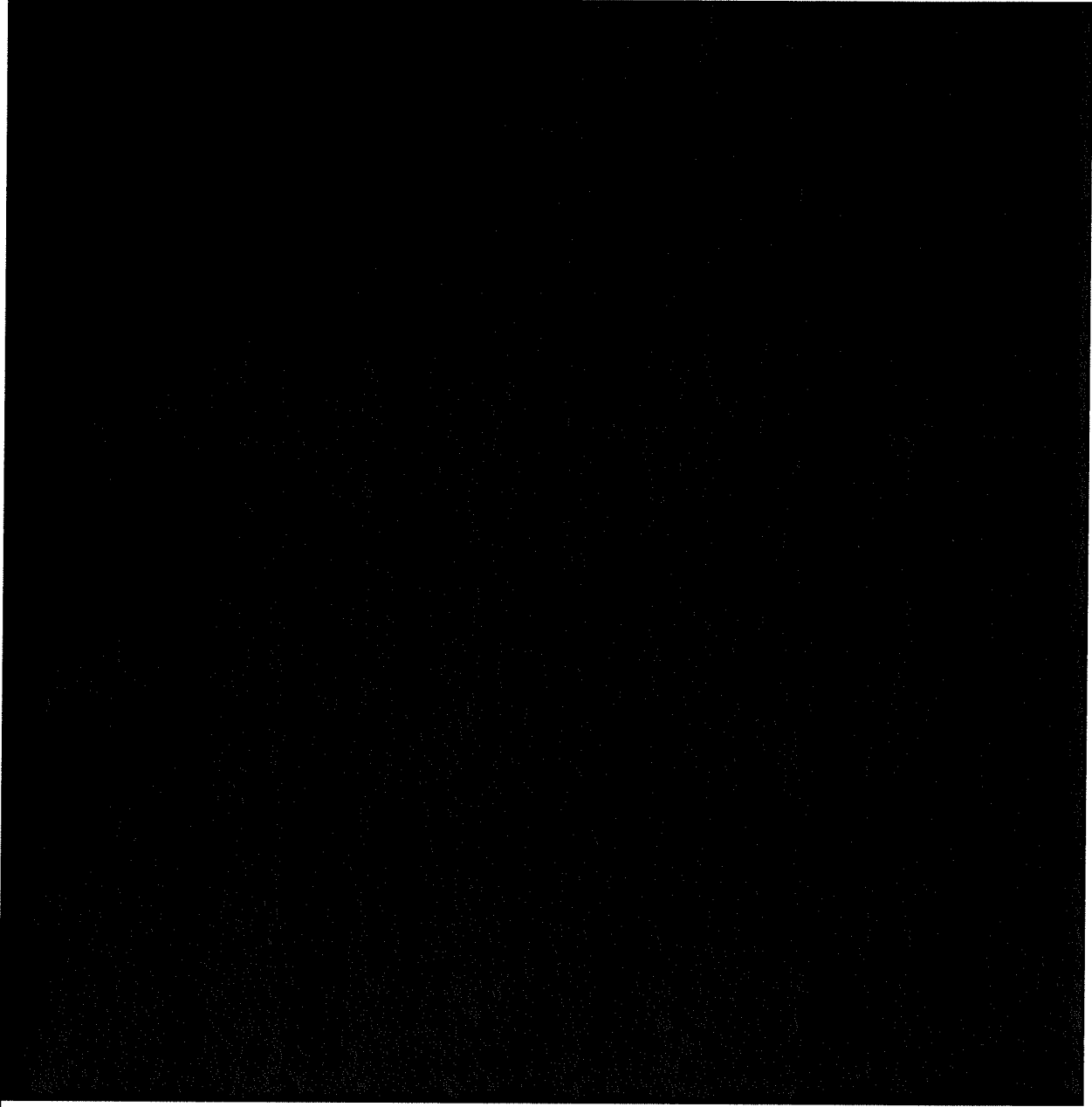

Angius Terry LLP
AT Slip Listing

| Date | Initials | Description | Hrs | Billed Value (Discount) |
|-----------|----------|-------------|------|----------------------------|
| 3/19/2019 | SPK | | 0.80 | \$220.00 |
| 3/21/2019 | ALM | | 1.40 | \$224.00 |
| 3/26/2019 | ALM | | 0.20 | \$32.00 |
| 3/27/2019 | ALM | | 0.10 | \$16.00 |
| 3/27/2019 | ALM | | 0.20 | \$32.00 |
| 3/28/2019 | ALM | | 0.10 | \$16.00 |
| 3/29/2019 | ALM | | 0.20 | \$0.00 |
| 4/4/2019 | ALM | | 0.10 | \$16.00 |
| 4/5/2019 | ALM | | 0.10 | \$16.00 |
| 4/5/2019 | ALM | | 0.60 | \$0.00 |
| 4/5/2019 | ALM | | 0.10 | \$0.00 |
| 4/8/2019 | ALM | | 0.30 | \$48.00 |
| 4/9/2019 | ALM | | 0.10 | \$16.00 |
| 4/9/2019 | ALM | | 0.80 | \$128.00 |
| 4/9/2019 | ALM | | 0.60 | \$96.00 |
| 4/12/2019 | ALM | | 0.20 | \$32.00 |
| 4/15/2019 | ALM | | 0.10 | \$16.00 |
| 4/25/2019 | ALM | | 1.60 | \$256.00 |

| Date | Initials | Description | Hrs | Billed Value (Discount) |
|-----------|----------|-------------|------|----------------------------|
| 5/1/2019 | ALM | | 0.10 | \$0.00 |
| 5/1/2019 | ALM | | 0.10 | \$0.00 |
| 5/15/2019 | SPK | | 0.50 | \$137.50 |
| 5/16/2019 | SPK | | 0.20 | \$55.00 |
| 5/16/2019 | ALM | | 0.30 | \$0.00 |
| 5/16/2019 | ALM | | 0.20 | \$0.00 |
| 5/21/2019 | ALM | | 0.40 | \$64.00 |
| 5/21/2019 | ALM | | 0.30 | \$48.00 |
| 5/21/2019 | DMB | | 0.40 | \$100.00 |
| 5/22/2019 | DMB | | 0.20 | \$0.00 |
| 5/30/2019 | SPK | | 0.10 | \$27.50 |
| 5/30/2019 | SPK | | 0.30 | \$82.50 |
| 5/30/2019 | ALM | | 0.40 | \$64.00 |
| 5/30/2019 | ALM | | 0.20 | \$0.00 |
| 6/4/2019 | SPK | | 0.20 | \$55.00 |
| 6/4/2019 | ALM | | 0.20 | \$32.00 |
| 6/5/2019 | SPK | | 0.10 | \$27.50 |
| 6/5/2019 | SPK | | 0.10 | \$27.50 |
| 6/10/2019 | SPK | | 0.10 | \$27.50 |
| 6/17/2019 | SPK | | 0.10 | \$27.50 |
| 6/17/2019 | ALM | | 0.20 | \$32.00 |

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Angius Terry LLP
AT Slip Listing

| Date | Initials | Description | Hrs | Billed Value (Discount) |
|-----------|----------|---|------|----------------------------|
| 6/26/2019 | SPK |  | 0.50 | \$137.50 |
| 6/26/2019 | SPK | | 0.30 | \$82.50 |
| 7/10/2019 | SPK | | 0.10 | \$27.50 |
| 8/1/2019 | SPK | | 0.20 | \$55.00 |
| 8/1/2019 | SPK | | 0.10 | \$27.50 |
| 8/2/2019 | SPK | | 0.50 | \$137.50 |
| 8/13/2019 | SPK | | 0.10 | \$27.50 |
| 8/13/2019 | SPK | | 0.20 | \$55.00 |
| 8/13/2019 | SPK | | 0.10 | \$27.50 |
| 8/13/2019 | SPK | | 0.30 | \$82.50 |
| 8/16/2019 | SPK | | 0.20 | \$55.00 |
| 8/16/2019 | SPK | | 0.40 | \$110.00 |
| 8/23/2019 | SPK | | 0.10 | \$27.50 |
| 8/23/2019 | ALM | | 0.10 | \$0.00 |
| 8/23/2019 | ALM | | 1.40 | \$224.00 |
| 8/26/2019 | ALM |  | 0.10 | \$0.00 |
| 8/27/2019 | ALM | | 0.30 | \$0.00 |
| 8/28/2019 | SPK | | 1.00 | \$275.00 |
| 8/28/2019 | SPK | | 0.40 | \$110.00 |

| Date | Initials | Description | Hrs | Billed Value (Discount) |
|-------------|----------|---|-------|----------------------------|
| 8/29/2019 | ALM | | 0.10 | \$0.00 |
| 8/30/2019 | SPK | | 0.50 | \$137.50 |
| 8/30/2019 | ALM | | 0.40 | \$0.00 |
| 8/30/2019 | ALM | | 3.00 | \$0.00 |
| Total: Time | | | 55.70 | \$10,698.50 |
| 1/22/2019 | IHC | E-File Filing Fees (Jerry Hines vs. Copper Creek HOA) | | \$3.50 |
| 1/29/2019 | Cost | Public Acces Court Elec Records | | \$0.80 |
| 1/31/2019 | IHC | Monthly Color Photocopy Charges | | \$109.00 |
| 1/31/2019 | IHC | Monthly Photocopy Charges | | \$103.00 |
| 1/31/2019 | IHC | Monthly Postage Charges | | \$75.63 |
| 1/31/2019 | Cost | Legal Research Fees (West Law, LexisNexis) | | \$283.72 |
| 2/28/2019 | IHC | E-File Filing Fees | | \$7.00 |
| 2/28/2019 | IHC | Monthly Color Photocopy Charges | | \$7.00 |
| 2/28/2019 | IHC | Monthly Photocopy Charges | | \$8.60 |
| 3/29/2019 | IHC | Monthly Photocopy Charges | | \$1.00 |
| 4/18/2019 | Cost | First Legal American Legal Services NV - Process Server to Nickel Mine Ave Trust (3/22) | | \$62.43 |
| 4/18/2019 | Cost | First Legal American Legal Services NV - Process Server to Travertine Lane Trust (3/22) | | \$32.50 |
| 4/18/2019 | Cost | First Legal American Legal Services NV - Process Server to Mahogany Meadows Ave Trust (3/22) | | \$32.50 |
| 4/18/2019 | Cost | First Legal American Legal Services NV - Process Server to Saticoy Bay LLC (3/22) | | \$62.43 |
| 4/18/2019 | Cost | Nationwide Legal, LLC - Courier to Clark County District Court 03/14/19 | | \$25.00 |
| 4/18/2019 | Cost | Nationwide Legal, LLC - Courier to Clark County District Court 03/18/19 | | \$25.00 |
| 4/23/2019 | Cost | First Legal American Legal Services NV - Process Server to Nickel Mine Ave Trust (04/05) | | \$62.43 |
| 4/23/2019 | Cost | First Legal American Legal Services NV - Process Server to Travertine Lane Trust (04/05) | | \$32.50 |
| 4/23/2019 | Cost | First Legal American Legal Services NV - Process Server to Mahogany Meadows Ave Trust (04/05) | | \$32.50 |
| 4/23/2019 | Cost | First Legal American Legal Services NV - Process Server to Nickel Mine Ave Trust (03/29) | | \$62.43 |
| 4/23/2019 | Cost | First Legal American Legal Services NV - Process Server to Travertine Lane Trust (03/29) | | \$62.43 |
| 4/23/2019 | Cost | First Legal American Legal Services NV - Process Server to Mahogany Meadows Ave Trust (03/29) | | \$62.43 |
| 4/30/2019 | IHC | E-File Filing Fees A-19-791060-C | | \$3.50 |
| 5/3/2019 | IHC | E-File Filing Fees (Copper Creek Homeowners Association vs. Nickel Mine Avenue Trust) | | \$3.50 |

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Angius Terry LLP
AT Slip Listing

| Date | Initials | Description | Hrs | Billed Value (Discount) |
|----------------|----------|---|-----|----------------------------|
| 5/31/2019 | IHC | Monthly Photocopy Charges | | \$1.40 |
| 6/30/2019 | Cost | Nationwide Legal, LLC - Courier to Clark County District Court 05/21/19 | | \$25.00 |
| 6/30/2019 | IHC | E-File Filing Fees - June 2019 | | \$3.50 |
| 6/30/2019 | IHC | Monthly Photocopy Charges | | \$0.20 |
| 6/30/2019 | IHC | Monthly Photocopy Charges | | \$0.20 |
| 6/30/2019 | IHC | Monthly Photocopy Charges | | \$0.20 |
| 7/31/2019 | IHC | Monthly Photocopy Charges | | \$3.20 |
| Total: Expense | | | | \$1,194.53 |

| | | |
|--------------------|-------|-------------|
| Total: CopperCreek | 55.70 | \$11,893.03 |
|--------------------|-------|-------------|

EXHIBIT 3

EXHIBIT 3

REA

Bradley Epstein, Esq. SBN 5296
Scott P. Kelsey, Esq. SBN 7770
David M. Bray, Esq. SBN 12706
ANGIUS & TERRY LLP
9127 W. Russell Road, Ste. 220
Las Vegas, NV 89148
Telephone: (702) 990-2017
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skelsey@angius-terry.com
dbray@angius-terry.com
Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiffs,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**PLAINTIFF'S REQUEST FOR
EXEMPTION FROM ARBITRATION**

COMES NOW Plaintiff, Copper Creek Homeowners Association ("Plaintiff") by and
through their attorneys, ANGIUS & TERRY LLP, and hereby request the above entitled matter
be exempted from arbitration pursuant to Nevada Arbitration Rules 3 and 5, as this case:

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- 1 1. _____ presents a significant issue of public policy;
2 2. XX involves an amount in excess of \$50,000 per Plaintiff,
3 3. _____ presents unusual circumstances which constitute good cause
4 for removal from the program.

5 Plaintiff hereby certifies, pursuant to N.R.C.P. 1, that this case to be within the
6 exemption(s) marked above, and we are aware of the sanctions which may be imposed against
7 any attorney or party who without good cause or justification attempts to remove a case from
8 the arbitration program.

9
10 Plaintiff further certifies, pursuant to NRS Chapter 239B and NRS 603A.040, that
11 this document and any attachments thereto do not contain personal information including,
12 without limitation, home address/phone number, social security number, driver's license
13 number or identification card number, account number, PIN numbers, credit card number or
14 debit card number, in combination with any required security code, access code or password
15 that would permit access to the person's financial account.
16

17 Dated: August 23, 2019.

ANGIUS & TERRY LLP

18
19 By: 
20 Bradley Epstein, Esq., SBN 5296
21 Scott P. Kelsey, Esq. SBN 7770
22 David Bray, Esq. SBN 12706
23 9127 W. Russell Road Suite 220
24 Las Vegas, NV 89148
25 Attorneys for Plaintiff

26 ///
27 ///
28 ///

CERTIFICATE OF SERVICE

I hereby certify that service of the foregoing **PLAINTIFF'S REQUEST FOR EXEMPTION FROM ARBITRATION** was made to the below parties on the 23rd day of August, 2019, via the Eighth Judicial District Court electronic filing and service system, service only, on the parties below:

Michael F. Bohn, Esq.
Law Offices of
Michael F. Bohn, Esq., Ltd.
2260 Corporate Circle, Suite 480
Henderson, NV 89074
Attorney for Defendants

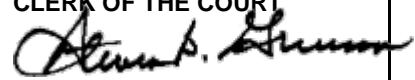


An employee of Angius & Terry LLP

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EXHIBIT 4

EXHIBIT 4



1 **OPPS**
MICHAEL F. BOHN, ESQ.
2 Nevada Bar No.: 1641
mbohn@bohnlawfirm.com
3 ADAM R. TRIPPIEDI, ESQ.
Nevada Bar No.: 12294
4 atrippiedi@bohnlawfirm.com
LAW OFFICES OF
5 MICHAEL F. BOHN, ESQ., LTD.
2260 Corporate Circle, Suite 480
6 Henderson, Nevada 89074
(702) 642-3113/ (702) 642-9766 FAX
7 Attorney for defendants

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 COPPER CREEK HOMEOWNERS
11 ASSOCIATION, a Nevada Non-profit
Corporation,

12 Plaintiff,

13 vs.

14 NICKEL MINE AVENUE TRUST, a Nevada
15 irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
16 MAHOGANY MEADOWS AVENUE TRUST,
a Nevada irrevocable trust; SATICOY BAY
17 LLC, a Nevada Limited Liability Company;
DOES I through V; and ROE CORPORATIONS
18 I through V

19 Defendants.

CASE NO.: A-19-791060-C
DEPT NO.: XXVIII

**DEFENDANTS' OPPOSITION TO
PLAINTIFF'S REQUEST FOR
EXEMPTION TO ARBITRATION**

20 COME NOW defendants Nickel Mine Avenue Trust; Travertine Lane Trust; Mahogany Meadows
21 Avenue Trust; and Saticoy Bay LLC (collectively referred to as “**defendants**”), by and through their
22 attorneys, the Law Offices of Michael F. Bohn, Esq., Ltd., and hereby submit their opposition to plaintiff
23 Copper Creek Homeowners Association’s request for exemption from arbitration filed August 23, 2019.

24 **FACTS**

25 Plaintiff filed this matter seeking to enforce a settlement agreement and obtain damages
26 against defendants for allegedly renting out properties in violation of the terms of the settlement
27
28

1 agreement.

2 **LEGAL ARGUMENT**

3 **A. Plaintiff provides no support, evidentiary or otherwise, for its claim that the instant**
4 **matter has a value of greater than \$50,000.00.**

5 Plaintiff's request for exemption from arbitration, filed August 23, 2019, claims that this
6 matter

7 "involves an amount in excess of \$50,000.00 per Plaintiff, exclusive of interest and costs." Plaintiff
8 cites to Nevada Arbitration Rules 3 and 5 in support of its request.

9 Nevada Arbitration Rule 3 states, in pertinent part:

10 Rule 3. Matters subject to arbitration.

11 (A) All civil cases commenced in the district courts that have a probable jury award value
12 not **in excess of \$50,000 per plaintiff**, exclusive of interest and costs, and regardless of
13 comparative liability, **are subject to the program**, except class actions, appeals from courts
14 of limited jurisdiction, probate actions, divorce and other domestic relations actions, actions
15 seeking judicial review of administrative decisions, actions concerning title to real estate,
16 actions for declaratory relief, actions governed by the provisions of NRS 41A.003 to
41A.069, inclusive, actions presenting significant issues of public policy, actions in which
the parties have agreed in writing to submit the controversy to arbitration or other alternative
dispute resolution method prior to the accrual of the cause of action, actions seeking
equitable or extraordinary relief, actions that present unusual circumstances that constitute
good cause for removal from the program, actions in which any of the parties is incarcerated
and actions utilizing mediation pursuant to Subpart C of these rules.

17 Emphasis added.

18 In the present matter, the damages at issue consist entirely of fines levied against defendants
19 for alleged violations of rental restrictions and/or settlement agreements entered into between plaintiff
20 and defendants. Defendants do not believe these alleged fines exceed \$50,000.00, and plaintiff has
21 not submitted any documentation to support its claim that the fines exceed \$50,000.00.

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1 Based on the foregoing, defendants submit that plaintiff has not met its burden under Nevada
2 Arbitration Rule 3 to show this case involves an amount in excess of \$50,000.00. Accordingly,
3 defendants request this matter not be exempted from arbitration.

4 DATED this 29th day of August, 2019.

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

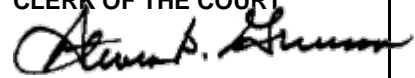
7 By: /s/ Adam R. Trippiedi, Esq.
8 Michael F. Bohn, Esq.
9 Adam R. Trippiedi, Esq.
10 2260 Corporate Cir, Suite 480
11 Henderson, Nevada 89074
12 Attorney for defendants

13 **CERTIFICATE OF SERVICE**

14 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of Law
15 Offices of Michael F. Bohn., Esq., and on the 29th day of August, 2019, an electronic copy of the
16 **DEFENDANTS' OPPOSITION TO PLAINTIFF'S REQUEST FOR EXEMPTION TO**
17 **ARBITRATION** was served on opposing counsel via the Court's electronic service system to the
18 following counsel of record:
19

20 Bradley Epstein, Esq.
21 Scott P. Kelsey, Esq.
22 ANGUIE & TERRY LLP
23 9127 W. Russell Rd., Suite 220
Las Vegas, NV 89148
Attorneys for plaintiff

24 /s/ Marc Sameroff /
25 An employee of the Law Offices of
26 Michael F. Bohn, Esq., Ltd.



1 **OPPS**
MICHAEL F. BOHN, ESQ.
2 Nevada Bar No.: 1641
mbohn@bohnlawfirm.com
3 ADAM R. TRIPPIEDI, ESQ.
Nevada Bar No.: 12294
4 atrippiedi@bohnlawfirm.com
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5 MICHAEL F. BOHN, ESQ., LTD.
2260 Corporate Circle, Suite 480
6 Henderson, Nevada 89074
(702) 642-3113/ (702) 642-9766 FAX
7 Attorney for defendants

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 COPPER CREEK HOMEOWNERS
11 ASSOCIATION, a Nevada Non-profit
Corporation,

12 Plaintiff,

13 vs.

14 NICKEL MINE AVENUE TRUST, a Nevada
15 irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
16 MAHOGANY MEADOWS AVENUE TRUST,
a Nevada irrevocable trust; SATICOY BAY
17 LLC, a Nevada Limited Liability Company;
DOES I through V; and ROE CORPORATIONS
18 I through V

19 Defendants.

CASE NO.: A-19-791060-C
DEPT NO.: XXVIII

**DEFENDANTS' OPPOSITION TO
PLAINTIFF'S REQUEST FOR
EXEMPTION TO ARBITRATION**

20 COME NOW defendants Nickel Mine Avenue Trust; Travertine Lane Trust; Mahogany Meadows
21 Avenue Trust; and Saticoy Bay LLC (collectively referred to as “**defendants**”), by and through their
22 attorneys, the Law Offices of Michael F. Bohn, Esq., Ltd., and hereby submit their opposition to plaintiff
23 Copper Creek Homeowners Association’s request for exemption from arbitration filed September 3,
24 2019.

25 **FACTS**

26 Plaintiff filed this matter seeking to enforce a settlement agreement and obtain damages
27
28

1 against defendants for allegedly renting out properties in violation of the terms of the settlement
2 agreement.

3 PROCEDURAL HISTORY

4 Plaintiff filed its complaint on March 13, 2019.

5 On August 23, 2019, plaintiff filed a request for exemption from arbitration, which defendants
6 then opposed. Before a decision was rendered on plaintiff's August 23, 2019, request, plaintiff filed
7 the second request for exemption on September 3, 2019, which is the subject of this motion.
8 According to plaintiff's counsel, plaintiff did not serve the August 23, 2019, request on the court.

9 LEGAL ARGUMENT

10 **A. Plaintiff's request and the attached evidence thereto prove that plaintiff's damages,**
11 **exclusive of interest and costs, are less than \$50,000.00, and thus this matter is not**
exempt from arbitration.

12 Nevada Arbitration Rule 3 states that a case which has a probable award of less than
13 \$50,000.00, exclusive of interest and costs, is subject to Nevada's mandatory arbitration program:

14 Rule 3. Matters subject to arbitration.

15 (A) All civil cases commenced in the district courts that have a probable jury award
16 value not **in excess of \$50,000 per plaintiff**, exclusive of interest and costs, and
17 regardless of comparative liability, **are subject to the program**, except class actions,
18 appeals from courts of limited jurisdiction, probate actions, divorce and other domestic
19 relations actions, actions seeking judicial review of administrative decisions, actions
20 concerning title to real estate, actions for declaratory relief, actions governed by the
21 provisions of NRS 41A.003 to 41A.069, inclusive, actions presenting significant issues
of public policy, actions in which the parties have agreed in writing to submit the
controversy to arbitration or other alternative dispute resolution method prior to the
accrual of the cause of action, actions seeking equitable or extraordinary relief, actions
that present unusual circumstances that constitute good cause for removal from the
program, actions in which any of the parties is incarcerated and actions utilizing
mediation pursuant to Subpart C of these rules.

22 Emphasis added.

23 In the present matter, the damages at issue consist entirely of fines levied by plaintiff against
24 defendants for alleged violations of rental restrictions and/or settlement agreements entered into
25 between plaintiff and defendants. Plaintiff's request for exemption from arbitration claims that this
26 matter "involves an amount in excess of \$50,000.00 per Plaintiff, exclusive of interest and costs."
27 Plaintiff includes a chart on page 2 of its request showing that the fines it alleges are owed by

1 defendants total \$28,321.00. This figure by itself does not meet the \$50,000.00 threshold.

2 In order to get past the \$50,000.00 threshold, plaintiff argues that a potential award of attorney
3 fees and costs should be included, which would then push plaintiff's total "damages" to \$49,912.99.
4 Plaintiff's argument is that because this is a breach of contract matter, plaintiff's attorney fees and
5 costs "are a recoverable **damage** against" defendants.

6 Plaintiff does not support this strained legal theory - that attorney fees and costs are a
7 "damage" - with any authorities.

8 Plaintiff's damages in this case, should it prevail, would be the fines owed by defendants.
9 Attorney fees and costs are not a "damage." They are a cost which the prevailing party may
10 potentially recover after judgment is rendered in this matter. Nevada Arbitration Rule 16(B) supports
11 this argument:

12 Rule 16. Form and content of award.

13 ...

14 (B) The arbitrator shall determine all issues raised by the pleadings in cases that are subject
15 to arbitration under the program, including issues of comparative negligence, if any,
16 damages, if any, and costs. The maximum award that can be rendered by the arbitrator is
\$50,000 per plaintiff, **exclusive of attorney's fees, interest and costs.**

17 Emphasis added. Thus, Rule 16(B) makes clear that the intent of the arbitration program exemption
18 for amounts greater than \$50,000.00 is for that amount to exclude awards of attorney fees and costs.
19 The \$50,000.00 threshold only includes the likely damages suffered by the plaintiff, not the attorney
20 fees and costs incurred by the plaintiff. The fact that this is a breach of contract matter, and that if
21 plaintiff prevails it may be entitled to seek attorney fees and costs, does not mean plaintiff can avoid
22 arbitration. Plaintiff's alleged damages, for purposes of Rule 3, are the \$28,321.00 in fines against
23 defendants. For plaintiff to recover attorney fees and costs, it would need to prevail on its claims for
24 fines, and then file a separate motion requesting attorney fees. It is not a damage in the same way the
25 fines are a damage.

26 Further, Rule 3 explicitly excludes costs from the \$50,000.00 calculation, so plaintiff cannot
27 rely on any potential cost award in requesting exemption.

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DATED this 9th day of September, 2019.

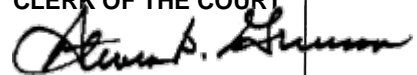
By: /s/ Adam R. Trippiedi, Esq.
Michael F. Bohn, Esq.
Adam R. Trippiedi, Esq.
2260 Corporate Cir, Suite 480
Henderson, Nevada 89074
Attorney for defendants

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of Law
3 Offices of Michael F. Bohn., Esq., and on the 9th day of September, 2019, an electronic copy of the
4 **DEFENDANTS' OPPOSITION TO PLAINTIFF'S REQUEST FOR EXEMPTION TO**
5 **ARBITRATION** was served on opposing counsel via the Court's electronic service system to the
6 following counsel of record:

7
8 Bradley Epstein, Esq.
9 Scott P. Kelsey, Esq.
10 David M. Bray, Esq.
11 ANGIUS & TERRY LLP
12 9127 W. Russell Rd., Suite 220
13 Las Vegas, NV 89148
14 *Attorneys for plaintiff*

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/s/ Marc Sameroff /
An employee of the Law Offices of
Michael F. Bohn, Esq., Ltd.



ORDR

Bradley Epstein, Esq. SBN 5296
Scott P. Kelsey, Esq. SBN 7770
David M. Bray, Esq. SBN 12706
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skelsey@angius-terry.com
dbray@angius-terry.com
Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiffs,

v.

NICKEL MINE AVENUE TRUST, a Nevada
irrevocable trust; TRAVERTINE LANE
TRUST, a Nevada irrevocable trust;
MAHOGANY MEADOWS AVENUE
TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING PLAINTIFF'S
MOTION FOR LEAVE TO FILE A
MOTION FOR SUMMARY JUDGMENT
WITH REDACTIONS PURSUANT TO
NEVADA RULES FOR SEALING AND
REDACTING COURT RECORDS ON
ORDER SHORTENING TIME**

Plaintiff COPPER CREEK HOMEOWNERS ASSOCIATION'S ("Plaintiff") Motion
for Leave to File a Motion for Summary Judgment With Redactions Pursuant to Nevada Rules
for Sealing and Redacting Court Records came for hearing on September 24, 2019, before the
Honorable Ronald J. Israel in Department 28 of the Eighth Judicial District Court, County of
Clark, State of Nevada, David Bray, Esq., of the law firm of Angius & Terry LLP appeared on
behalf of Plaintiff.

1 The Court, having considered the pleadings, supporting papers and arguments from
2 counsel, and with good cause appearing, pursuant to EDCR 2.20(e), finds that Defendants'
3 failure to file an opposition is hereby construed as an admission that *Plaintiff's* Motion for Leave
4 to File a Motion for Summary Judgment With Redactions Pursuant to Nevada Rules for Sealing
5 and Redacting Court Records is meritorious and is consent to granting the same. Accordingly,
6 the Court hereby:

8 ORDERS, ADJUDGES AND DECREES that Plaintiff's Motion for Leave to File a
9 Motion for Summary Judgment With Redactions Pursuant to Nevada Rules for Sealing and
10 Redacting Court Records is hereby GRANTED.

11 ACCORDINGLY, Plaintiff may file a Motion for Summary Judgment With Redactions
12 Pursuant to Nevada Rules for Sealing and Redacting Court Records.

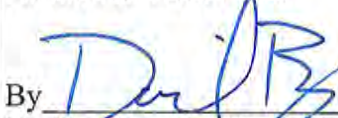
14 IT IS SO ORDERED.

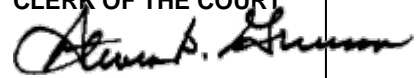
15 DATED this 24 day of September, 2019.

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18
19 
20 Honorable Ronald J. Israel
District Court Judge

21 Submitted by:

22 ANGIUS & TERRY LLP

23 
24 By _____
25 Bradley Epstein, Esq. SBN 5296
26 Scott P. Kelsey, Esq. SBN 7770
27 David M. Bray, Esq. SBN 12706
28 9127 W. Russell Road, Suite 220
Las Vegas, Nevada 89148
Attorneys for Plaintiff



NEO

Bradley Epstein, Esq. SBN 5296

Scott P. Kelsey, Esq. SBN 7770

David M. Bray, Esq. SBN 12706

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skelsey@angius-terry.com

dbray@angius-terry.com

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
Corporation,

Plaintiffs,

v.

NICKEL MINE AVENUE TRUST, a Nevada
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TRUST, a Nevada irrevocable trust;
SATICOY BAY, LLC, a Nevada Limited
Liability Company; DOES I through V; and
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF'S MOTION
FOR LEAVE TO FILE A MOTION FOR
SUMMARY JUDGMENT WITH
REDACTIONS PURSUANT TO
NEVADA RULES FOR SEALING AND
REDACTING COURT RECORDS ON
ORDER SHORTENING TIME**

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

PLEASE TAKE NOTICE that an *Order Granting Plaintiff's Motion for Leave to File
a Motion for Summary Judgment With Redactions Pursuant to Nevada Rules for Sealing and*

///

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///

1 *Redacting Court Records on Order Shortening Time* was entered on September 24, 2019. A
2 true and correct copy is attached hereto.

3 DATED this 25th day of September, 2019.

4 ANGIUS & TERRY LLP

5 */s/ David Bray*

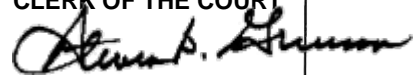
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7 Bradley Epstein, Esq. SBN 5296
8 Scott P. Kelsey, Esq. SBN 7770
9 David M. Bray, Esq. SBN 12706
10 9127 W. Russell Road, Suite 220
11 Las Vegas, Nevada 89148
12 *Attorneys for Plaintiff*

13 **CERTIFICATE OF SERVICE**

14 I hereby certify that on this 25th day of September, 2019, I served a true and correct copy
15 of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S MOTION**
16 **FOR LEAVE TO FILE A MOTION FOR SUMMARY JUDGMENT WITH**
17 **REDACTIONS PURSUANT TO NEVADA RULES FOR SEALING AND REDACTING**
18 **COURT RECORDS ON ORDER SHORTENING TIME** via the Eighth Judicial District
19 Court electronic filing and service system on all parties requiring notice.

20 */s/ Amy McConnell*

21 An Employee of Angius & Terry LLP



ORDR

Bradley Epstein, Esq. SBN 5296
Scott P. Kelsey, Esq. SBN 7770
David M. Bray, Esq. SBN 12706
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skelsey@angius-terry.com
dbray@angius-terry.com
Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS
ASSOCIATION a Nevada Nonprofit
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Plaintiffs,

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NICKEL MINE AVENUE TRUST, a Nevada
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Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING PLAINTIFF'S
MOTION FOR LEAVE TO FILE A
MOTION FOR SUMMARY JUDGMENT
WITH REDACTIONS PURSUANT TO
NEVADA RULES FOR SEALING AND
REDACTING COURT RECORDS ON
ORDER SHORTENING TIME**

Plaintiff COPPER CREEK HOMEOWNERS ASSOCIATION'S ("Plaintiff") Motion
for Leave to File a Motion for Summary Judgment With Redactions Pursuant to Nevada Rules
for Sealing and Redacting Court Records came for hearing on September 24, 2019, before the
Honorable Ronald J. Israel in Department 28 of the Eighth Judicial District Court, County of
Clark, State of Nevada, David Bray, Esq., of the law firm of Angius & Terry LLP appeared on
behalf of Plaintiff.

1 The Court, having considered the pleadings, supporting papers and arguments from
2 counsel, and with good cause appearing, pursuant to EDCR 2.20(e), finds that Defendants'
3 failure to file an opposition is hereby construed as an admission that *Plaintiff's* Motion for Leave
4 to File a Motion for Summary Judgment With Redactions Pursuant to Nevada Rules for Sealing
5 and Redacting Court Records is meritorious and is consent to granting the same. Accordingly,
6 the Court hereby:

8 ORDERS, ADJUDGES AND DECREES that Plaintiff's Motion for Leave to File a
9 Motion for Summary Judgment With Redactions Pursuant to Nevada Rules for Sealing and
10 Redacting Court Records is hereby GRANTED.

11 ACCORDINGLY, Plaintiff may file a Motion for Summary Judgment With Redactions
12 Pursuant to Nevada Rules for Sealing and Redacting Court Records.

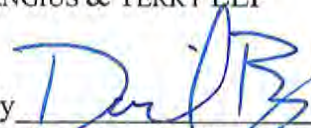
14 IT IS SO ORDERED.

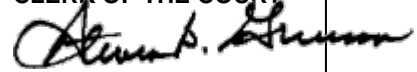
15 DATED this 24 day of September, 2019.

16
17
18
19 
20 Honorable Ronald J. Israel
District Court Judge

21 Submitted by:

22 ANGIUS & TERRY LLP

23 
24 By David M. Bray
25 Bradley Epstein, Esq. SBN 5296
26 Scott P. Kelsey, Esq. SBN 7770
27 David M. Bray, Esq. SBN 12706
28 9127 W. Russell Road, Suite 220
Las Vegas, Nevada 89148
Attorneys for Plaintiff



ABSUPREA

Bradley Epstein, Esq. SBN 5296
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skelsey@angius-terry.com
dbray@angius-terry.com
Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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Plaintiffs,

v.

NICKEL MINE AVENUE TRUST, a Nevada
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SATICOY BAY, LLC, a Nevada Limited
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ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**SUPPLEMENT TO PLAINTIFF'S
REQUEST FOR EXEMPTION FROM
ARBITRATION**

COMES NOW Plaintiff, Copper Creek Homeowners Association ("Plaintiff") by and
through their attorneys, ANGIUS & TERRY LLP, and hereby files this Supplement to
Plaintiff's Request for Exemption from Arbitration filed on September 3, 2019.

///

///

1 This matter involves claims for breach of contract, specifically a breach of a confidential
2 Settlement Agreement from a prior lawsuit between the parties. Plaintiff has alleged damages
3 over \$50,000.00 in this matter, inclusive of fines, attorneys' fees and costs, which are
4 recoverable as a damage in the confidential Settlement Agreement. The ADR office has
5 requested that Plaintiff provide supplemental facts in support of its Request for Exemption from
6 Arbitration.
7

8 Through the course of the prior litigation, in concert with documentations provided by
9 Defendants, although the named-Defendants are separate legal entities, they are all managed by
10 the same person, Eddie Haddad. In fact, our client recently obtained documentation from Mr.
11 Haddad's wife, Nadia Haddad, who requested that all of the named-Defendants' mailing
12 address be moved to the exact same place.¹
13

14 Considering that all of the claims in this case arise from conduct from the same
15 confidential Settlement Agreement, with properties all within the Copper Creek common-
16 interest community, and that the same individual manages all of the properties in question,
17 Plaintiff's claims of breach of contract are inseparable from each other. Therefore, the sum of
18 Plaintiff's damages against the Defendants should be taken in account when deciding as to why
19 this matter should be exempted from arbitration.
20

21 Dated: September 30, 2019.

ANGIUS & TERRY LLP

22 /s/ David Bray

23 By:

24 Bradley Epstein, Esq., SBN 5296
25 Scott P. Kelsey, Esq. SBN 7770
26 David Bray, Esq. SBN 12706
27 9127 W. Russell Road Suite 220
28 Las Vegas, NV 89148
Attorneys for Plaintiff

¹ See Exhibit "5" – Email correspondence from Nadia Haddad dated September 25, 2019.

CERTIFICATE OF SERVICE

I hereby certify on this 30th day of September, 2019, I served a true and correct copy of the foregoing **SUPPLEMENT TO PLAINTIFF'S REQUEST FOR EXEMPTION FROM ARBITRATION** via the Eighth Judicial District Court electronic filing and service system on the parties below:

Michael F. Bohn, Esq.
Law Offices of
Michael F. Bohn, Esq., Ltd.
2260 Corporate Circle, Suite 480
Henderson, NV 89074
Attorney for Defendants

/s/ Amy McConnell

An employee of Angius & Terry LLP

EXHIBIT 5

EXHIBIT 5

From: nadia haddad [<mailto:nadia.haddad@huelofts.com>]

Sent: Wednesday, September 25, 2019 10:03 AM

To: Copper Creek Compliance <CopperCreekCompliance@levelprop.com>; Jeff Pope <jeff.pope@levelprop.com>

Cc: nadia haddad <nadia.haddad@huelofts.com>

Subject: Copper Creek - change of mailing address

Importance: High

Hello,

Please change my mailing address to 3650 E Russell Rd. Las Vegas, NV 89120 and remove PO Box 36208. Las Vegas, NV 89133 and 900 Las Vegas Blvd S, #810. Las Vegas, NV 89101 for the following properties:

6772 Mahogany Meadows Ave
6915 Silver State Ave
6773 Granite River Ln
6896 Mahogany Meadows Ave
6892 Nickel Mine Ave
6838 Nickel Mine Ave

Please confirm.

Have a superb day!

Nadia Haddad

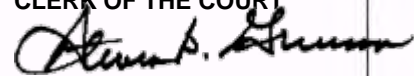
Saticoy Bay LLC

nadia.haddad@huelofts.com

702-625-3007

PO Box 36208

Las Vegas, NV 89133



CDRG

DISTRICT COURT
CLARK COUNTY, NEVADA

Copper Creek Homeowners Association,

Plaintiff(s)

vs.

Nickel Mine Avenue Trust, Defendant(s)

CASE NO: A-19-791060-C
DEPT. NO: XXVIII

COMMISSIONER'S DECISION ON REQUEST FOR EXEMPTION

REQUEST FOR EXEMPTION FILED ON: September 3, 2019

EXEMPTION FILED BY: Plaintiff OPPOSITION: Yes

DECISION

Having reviewed the Request for Exemption, and all related pleadings, the Request
for Exemption is hereby GRANTED.

DATED this 14th of October, 2019.



ADR COMMISSIONER

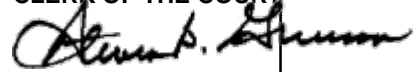
NOTICE

Pursuant to Nevada Arbitration Rule 5(D), you are hereby notified you have five (5) days from the date you are served with this document within which to file written objections with the Clerk of Court and serve all parties. The Commissioner's Decision is deemed served three (3) days after the Commissioner's designee deposits a copy of the Decision in the U.S. Mail. Pursuant to NEFCR Rule 9(f)(2) an additional 3 days is not added to the time if served electronically (via e-service).

A copy of the foregoing ADR Commissioner's Decision was:

On Oct. 15th, 2019, a copy of the foregoing Commissioner's Decision on Request for Exemption was electronically served, pursuant to N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court Electronic Filing Program.

/s/ Loretta Walker
ADR COMMISSIONER'S DESIGNEE



1 **MSJ**

2 Bradley Epstein, Esq. SBN 5296

3 Scott P. Kelsey, Esq. SBN 7770

4 David M. Bray, Esq. SBN 12706

5 ANGIUS & TERRY LLP

6 9127 W. Russell Road, Ste. 220

7 Las Vegas, NV 89148

8 Telephone: (702) 990-2017

9 Facsimile: (702) 990-2018

10 skelsey@angius-terry.com

11 dbray@angius-terry.com

12 *Attorneys for Plaintiff*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 COPPER CREEK HOMEOWNERS
16 ASSOCIATION a Nevada Nonprofit
17 Corporation,

18 Plaintiffs,

19 v.

20 NICKEL MINE AVENUE TRUST, a Nevada
21 irrevocable trust; TRAVERTINE LANE
22 TRUST, a Nevada irrevocable trust;
23 MAHOGANY MEADOWS AVENUE
24 TRUST, a Nevada irrevocable trust;
25 SATICOY BAY, LLC, a Nevada Limited
26 Liability Company; DOES I through V; and
27 ROE CORPORATIONS I through V,

28 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

HEARING REQUESTED

**PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

22 COMES NOW Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION
23 ("Copper Creek HOA"), by and through Its attorneys, ANGIUS & TERRY LLP, and hereby
24 moves this Court for summary judgment of Copper Creek HOA's breach of contract claim
25 against Defendants NICKEL MINE AVENUE TRUST; TRAVERTINE LANE TRUST;
26 MAHOGANY MEADOWS AVENUE TRUST; and SATICOY BAY, LLC (collectively
27

1 "Defendants"). [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 This Motion is made and based upon the attached Memorandum of Points and

5 Authorities, together with all papers and pleadings on file herein, which are hereby incorporated

6 by this reference, as well as any oral arguments that may be heard at the time of the hearing of

7 this matter.

8

9 DATED: October 22, 2019.

ANGIUS & TERRY LLP

/s/ David Bray

By

Bradley Epstein, Esq. SBN 5296
Scott P. Kelsey, Esq. SBN 7770
David M. Bray, Esq. SBN 12706
9127 W. Russell Road, Suite 220
Las Vegas, Nevada 89148
Attorneys for Defendant
Copper Creek Homeowners Association

16 **MEMORANDUM OF POINTS AND AUTHORITIES**

17 **I. STATEMENT OF FACTS**

18

19 This matter arises from Defendants' material breach of a confidential Settlement

20 Agreement and Release ("Settlement Agreement"), which was reached as part of a prior lawsuit

21 between the parties.¹ [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25

26 ¹ To preserve the confidential nature of the Settlement Agreement, Plaintiff has redacted large

27 portions of the instant Motion, but will be provided unredacted versions to both Defendants

28 and the Court for in-camera review; *see* Exhibit "1" – Order Granting Plaintiff's Motion for

Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for

Sealing and Redacting Court Records On Order Shortening Time, filed 09-24-19.

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[REDACTED]

[REDACTED]

[REDACTED]

² [REDACTED]

³ *Id.* (emphasis added).

⁴ See Exhibit “3” – Stipulation and Order to Dismiss with Prejudice, Case No. A-13-681172-C, filed 10-18-17.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

⁵ See Exhibit “4” – United States Supreme Court Docket for *Bourne Valley Court Trust v. Wells Fargo Bank, N.A.*, Case No. 16-1208.

⁶ *Id.*

1 [REDACTED]
2 [REDACTED]
3 On March 13, 2019, Plaintiff filed a Complaint against Defendants alleging claims of
4 (1) breach of contract; (2) breach of covenant of good faith and fair dealing; (3) fraud in the
5 inducement/intentional misrepresentation; (4) negligent misrepresentation; and (5) civil
6 conspiracy. As highlighted above, the operative facts related to Plaintiff's claim for breach of
7 contract are undisputed, [REDACTED]
8 [REDACTED]
9 [REDACTED]

10 [REDACTED] As such, summary judgment on Plaintiff's breach of contract claim is
11 ripe and proper pursuant to NRCP 56(c).
12

13 **II. STANDARD OF REVIEW**

14 Summary judgment is appropriate when, after review of the record viewed in the light
15 most favorable to the non-moving party, there remain no issues of material fact.⁸ "In
16 determining whether summary judgment is proper, the non-moving party is entitled to have the
17 evidence and all reasonable inferences accepted as true."⁹ The slightest doubt standard is no
18 longer applicable in Nevada; thus, a party opposing a motion for summary judgment must do
19 more than "simply show that there is some metaphysical doubt as to the operative facts in order
20 to avoid summary judgment being entered in the moving party's favor."¹⁰ Additionally, the
21
22
23
24

25 ⁷ See Exhibit "5" – Correspondence dated January 23, 2019 and July 24, 2019. Bates range
26 P000170-P000172 and P000397 respectively.

27 ⁸ NRCP 56; *Butler v. Bogdanovich*, 101 Nev. 449, 451, 705 P.2d 662, 663 (1985).

28 ⁹ *Wiltsie v. Baby Grand Corp.*, 105 Nev. 291, 292, 774 P.2d 432, 433 (1989).

¹⁰ *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005)(citing *Matsushita Elec. Industrial Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586 (1986)).

1 Nevada Supreme Court has ruled the non-moving party “is not entitled to build a case on the
2 gossamer thread of whimsy, speculation and conjecture.”¹¹

3 Here, Plaintiff is entitled to summary judgment on its breach of contract claim against
4 Defendants, [REDACTED]
5 [REDACTED] No
6
7 rational trier of fact could return a verdict in favor of Defendants on the breach of contract
8 claim, entitling Plaintiff to judgment on this cause of action as a matter of law.

9 **III. ARGUMENT**

10 A settlement agreement is a contract governed by general principles of contract law.¹²
11 Furthermore, a breach of contract is the material failure to perform “a duty arising under or
12 imposed by agreement.”¹³ In ascertaining what a particular duty or obligation that arises from
13 a contract will mean, the Nevada Supreme Court has held that “contracts will be construed from
14 their written language and enforced as written.”¹⁴ [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21
22
23
24 ¹¹ *Wood* at 1031 (quoting *Collins v. Union Fed. Savings & Loan*, 662 P.2d 610, 621
25 (1983)(citation omitted).

26 ¹² *State Dept. of Transportation v. Eighth Judicial District Court in and for County of Clark*,
27 133 Nev. 549, 553, 402 P.3d 677, 682 (2017) (citing *May v. Anderson*, 121 Nev. 668, 672,
119 P.3d 1254, 1257 (2005)).

28 ¹³ *Bernard v. Rockhill Dev. Co.*, 103 Nev. 132, 135, 734 P.2d 1238, 1240 (1987) (internal
quotation marks omitted).

¹⁴ *The Power Co. v. Henry*, 130 Nev. 182, 189, 321 P.3d 858, 863 (2014).

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Given that there is no dispute as to whether Defendants have violated the express terms of the Settlement Agreement, coupled with Plaintiff legal authority to enforce the material terms of the Settlement Agreement, Plaintiff is entitled to summary judgment on its breach of contract claim. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] As of this filing, Plaintiff has incurred the following damages against Defendants:

¹⁵ Given that Plaintiff, pursuant to the Settlement Agreement, is entitled to its attorney's fees and costs as a prevailing party, Plaintiff will be supplying its Memorandum of Costs and attorney billing logs after the instant Motion for Summary Judgment is granted.

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[REDACTED]

1 **IV. CONCLUSION**

2 For the reasons set forth above, Plaintiff respectfully requests that this court grant
3 Plaintiff's Motion for Summary Judgment.

4 DATED: October 22, 2019.

ANGIUS & TERRY LLP

5 /s/ David Bray

6 By:

7 Bradley Epstein, Esq., SBN 5296
8 Scott P. Kelsey, Esq., SBN 7770
9 David Bray, Esq., SBN 12706
10 9127 W. Russell Rd. Suite 220
11 Las Vegas, NV 89148
12 Attorneys for Plaintiff

13 **CERTIFICATE OF SERVICE**

14 I hereby certify on this 22nd day of October, 2019, I served a true and correct copy of
15 the foregoing **PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** via the Eighth
16 Judicial District Court electronic filing and service system, on all parties requiring service.

17 I further certify that I provided a true and correct copy of **PLAINTIFF'S MOTION**
18 **FOR SUMMARY JUDGMENT** without redactions to Department XXVIII for in camera
19 review via hand delivery.

20 I further certify that I served a true and correct unredacted copy of **PLAINTIFF'S**
21 **MOTION FOR SUMMARY JUDGMENT** electronically, via Hightail, on the parties below:

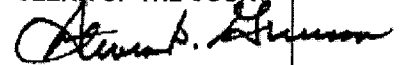
22 Michael F. Bohn, Esq.
23 Adam Trippiedi, Esq.
24 Law Offices of
25 Michael F. Bohn, Esq., Ltd.
26 2260 Corporate Circle, Suite 480
27 Henderson, NV 89074
28 Attorney for Defendants

/s/ Amy McConnell

An employee of Angius & Terry LLP

EXHIBIT 1

EXHIBIT 1



1 **ORDR**

2 Bradley Epstein, Esq. SBN 5296
3 Scott P. Kelsey, Esq. SBN 7770
4 David M. Bray, Esq. SBN 12706
5 ANGIUS & TERRY LLP
6 9127 W. Russell Road, Ste. 220
7 Las Vegas, NV 89148
8 Telephone: (702) 990-2017
9 Facsimile: (702) 990-2018
10 skelsey@angius-terry.com
11 dbray@angius-terry.com
12 *Attorneys for Plaintiff*

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

11 COPPER CREEK HOMEOWNERS
12 ASSOCIATION a Nevada Nonprofit
13 Corporation,

14 Plaintiffs,

15 v.

16 NICKEL MINE AVENUE TRUST, a Nevada
17 irrevocable trust; TRAVERTINE LANE
18 TRUST, a Nevada irrevocable trust;
19 MAHOGANY MEADOWS AVENUE
20 TRUST, a Nevada irrevocable trust;
21 SATICOY BAY, LLC, a Nevada Limited
22 Liability Company; DOES I through V; and
23 ROE CORPORATIONS I through V,

24 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

ORDER GRANTING PLAINTIFF'S
MOTION FOR LEAVE TO FILE A
MOTION FOR SUMMARY JUDGMENT
WITH REDACTIONS PURSUANT TO
NEVADA RULES FOR SEALING AND
REDACTING COURT RECORDS ON
ORDER SHORTENING TIME

25 Plaintiff COPPER CREEK HOMEOWNERS ASSOCIATION'S ("Plaintiff") Motion
26 for Leave to File a Motion for Summary Judgment With Redactions Pursuant to Nevada Rules
27 for Sealing and Redacting Court Records came for hearing on September 24, 2019, before the
28 Honorable Ronald J. Israel in Department 28 of the Eighth Judicial District Court, County of
Clark, State of Nevada, David Bray, Esq., of the law firm of Angius & Terry LLP appeared on
behalf of Plaintiff.

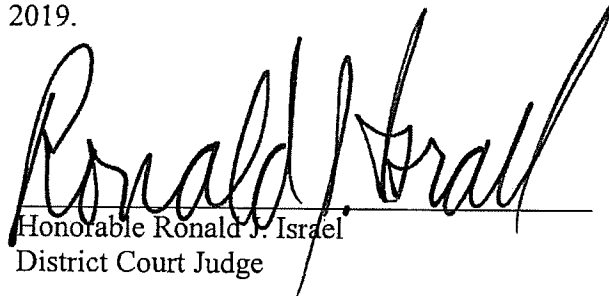
1 The Court, having considered the pleadings, supporting papers and arguments from
2 counsel, and with good cause appearing, pursuant to EDCR 2.20(e), finds that Defendants'
3 failure to file an opposition is hereby construed as an admission that *Plaintiff's* Motion for Leave
4 to File a Motion for Summary Judgment With Redactions Pursuant to Nevada Rules for Sealing
5 and Redacting Court Records is meritorious and is consent to granting the same. Accordingly,
6 the Court hereby:

8 ORDERS, ADJUDGES AND DECREES that Plaintiff's Motion for Leave to File a
9 Motion for Summary Judgment With Redactions Pursuant to Nevada Rules for Sealing and
10 Redacting Court Records is hereby GRANTED.

11 ACCORDINGLY, Plaintiff may file a Motion for Summary Judgment With Redactions
12 Pursuant to Nevada Rules for Sealing and Redacting Court Records.

14 IT IS SO ORDERED.

15 DATED this 24 day of September, 2019.

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19 
Honorable Ronald J. Israel
District Court Judge

21 Submitted by:

22 ANGIUS & TERRY LLP

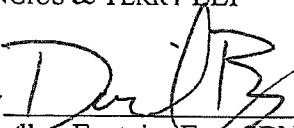
23 By 
24 Bradley Epstein, Esq. SBN 5296
25 Scott P. Kelsey, Esq. SBN 7770
26 David M. Bray, Esq. SBN 12706
27 9127 W. Russell Road, Suite 220
28 Las Vegas, Nevada 89148
Attorneys for Plaintiff

EXHIBIT 2

EXHIBIT 2

SETTLEMENT AGREEMENT

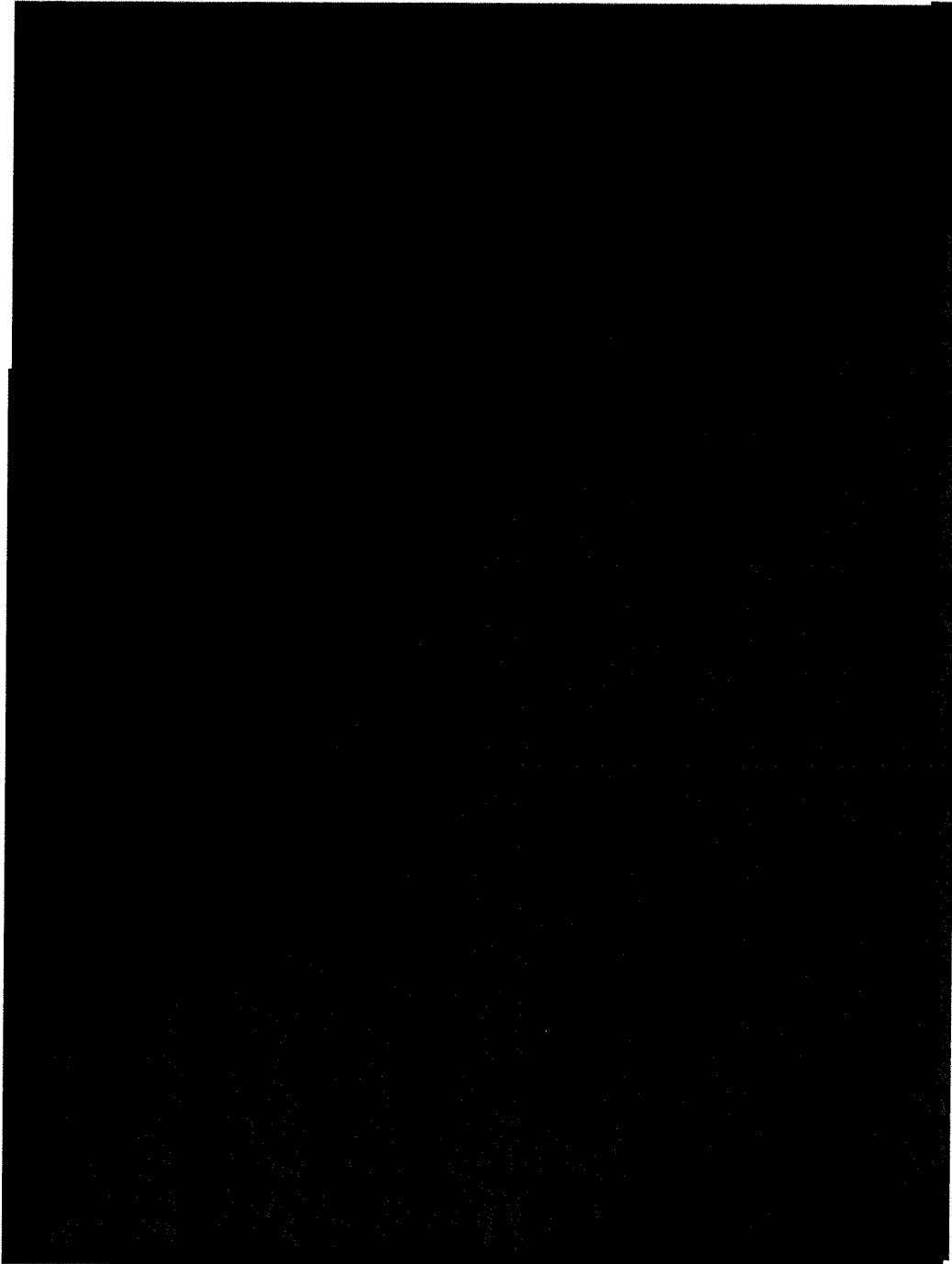
THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into this 16th day of September 2017, by and between the COPPER CREEK HOMEOWNERS ASSOCIATION (hereinafter, "**COPPER CREEK**") and the NICKEL MINE AVENUE TRUST, TRAVERTINE LANE TRUST, MAHOGANY MEADOWS TRUST, AND SATICOY BAY, LLC (hereinafter collectively referred to in the singular as the "**Trust**") (the parties being collectively referred to herein as, the "**Parties**").

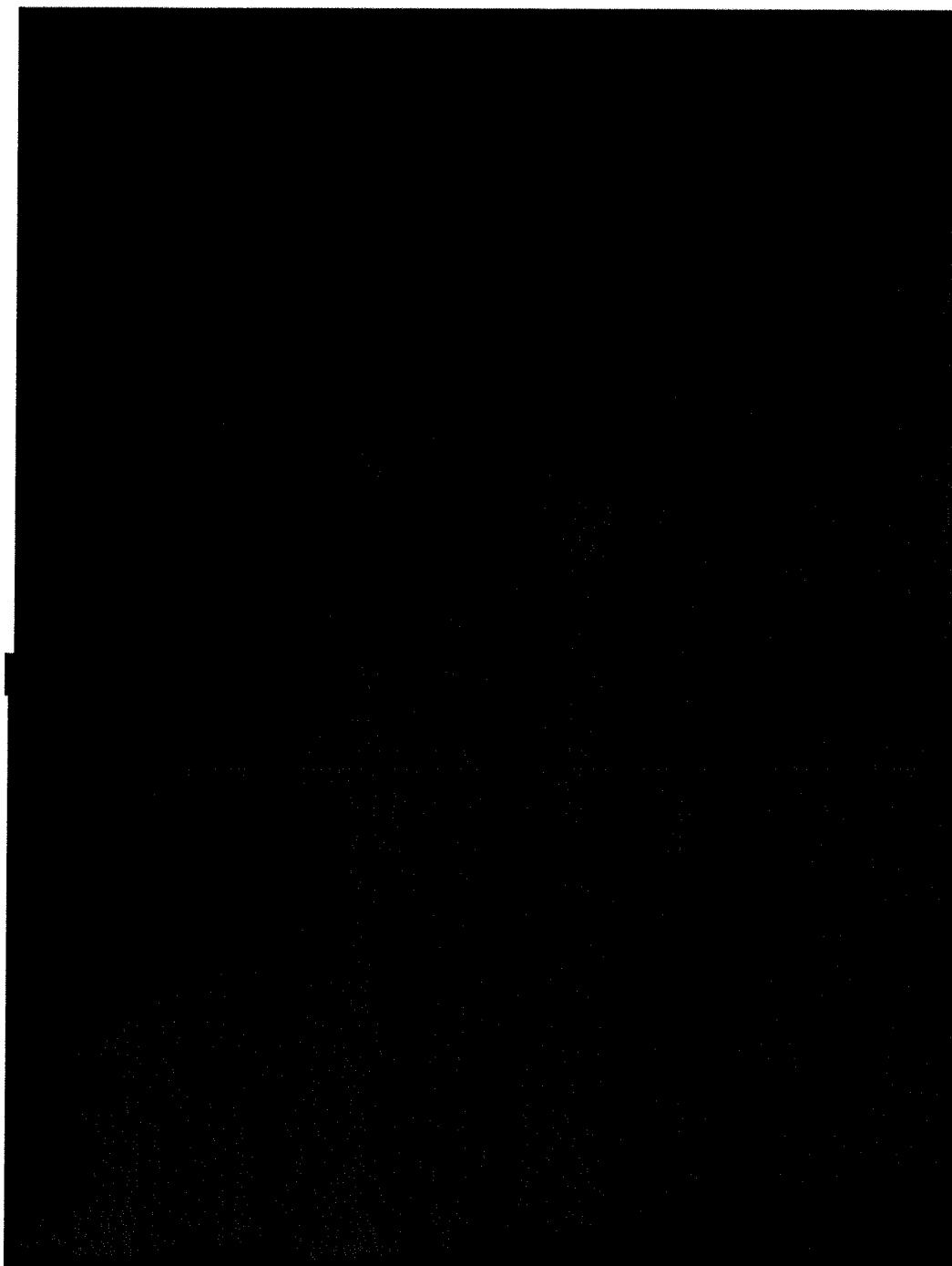
RECITALS

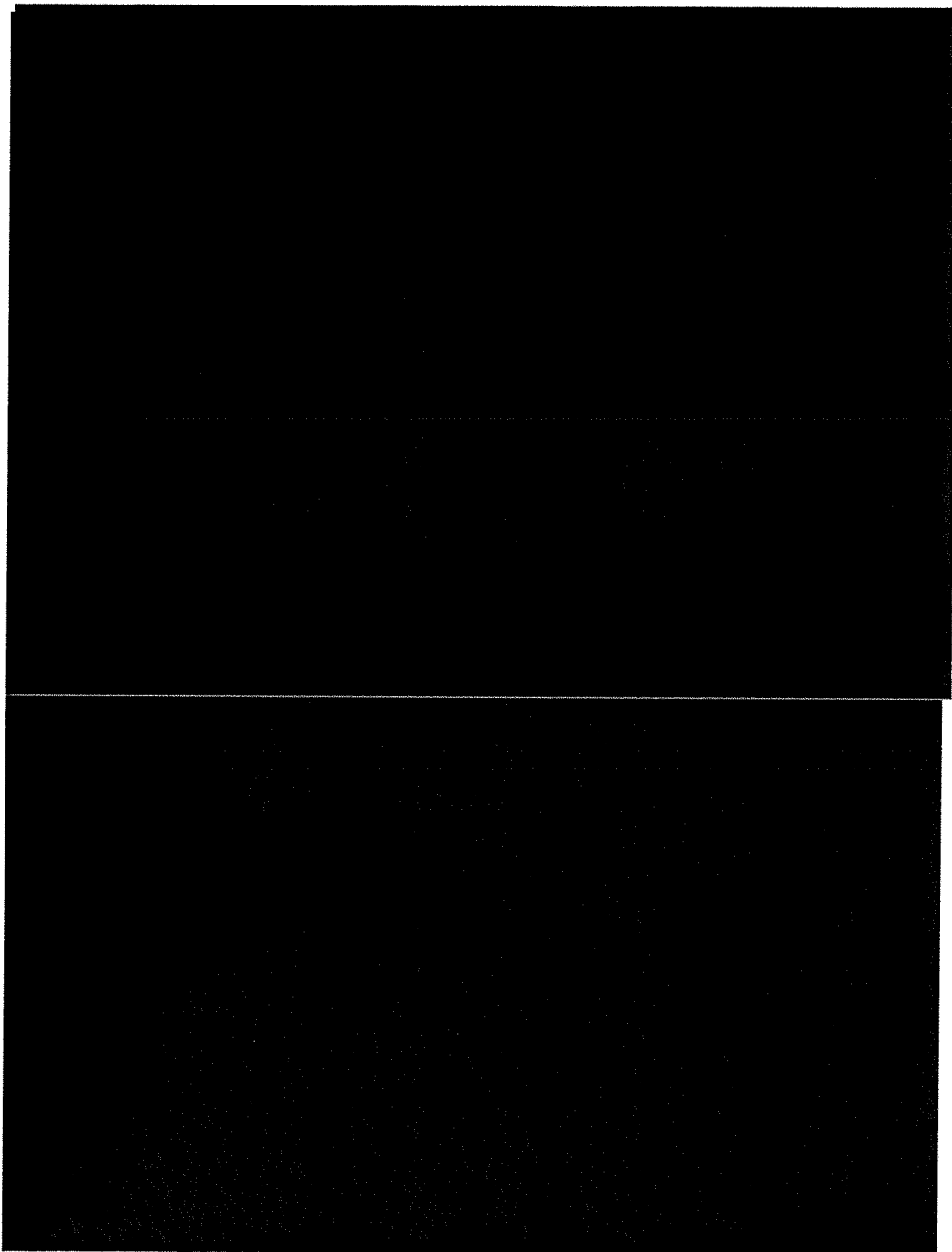


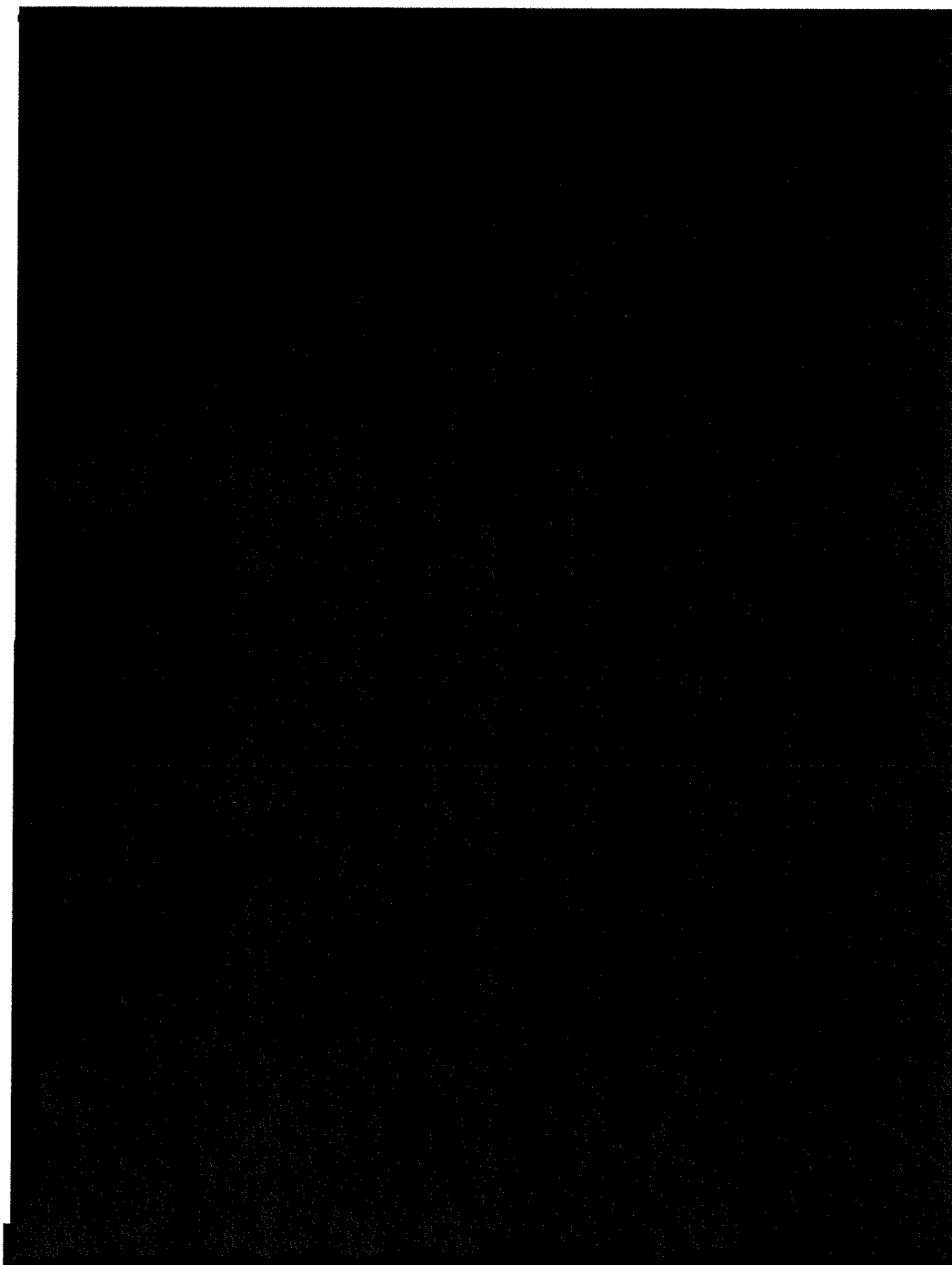
AGREEMENT

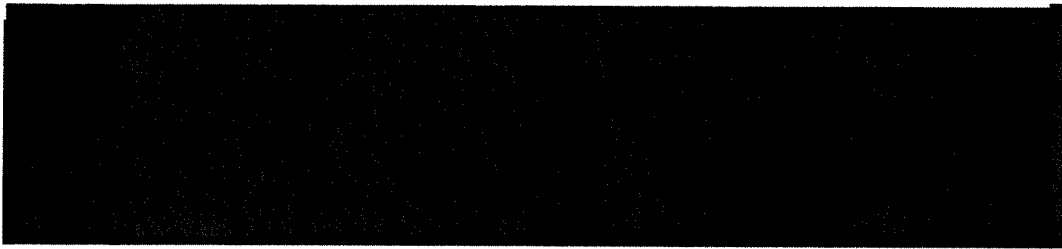






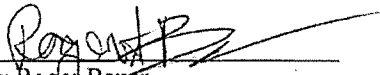






IN WITNESS WHEREOF, each of the parties executes this Agreement as specified below.

COPPER CREEK HOMEOWNERS ASSOCIATION

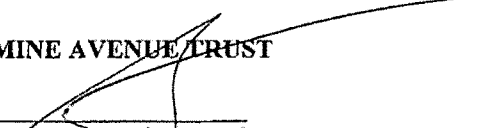

By: Roger Bauer
Its: President

10-17-17
Date

Signed and sworn (or affirmed) before me on the _____
day of July, 2017, by Roger Bauer

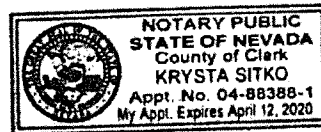
NOTARY PUBLIC

NICKEL MINE AVENUE TRUST

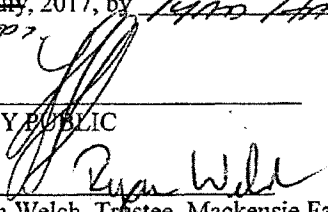

By: Iyad Haddad, Managing Member,
Its: Co-Trustee

9/21/17
Date

Signed and sworn (or affirmed) before me on the 21st
day of ~~July~~ SEP, 2017, by Iyad Haddad

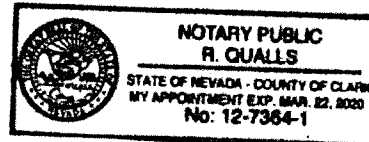


NOTARY PUBLIC


By: Ryan Welch, Trustee, Mackensie Family Trust
Its: Co-Trustee

9/21/17
Date

Signed and sworn (or affirmed) before me on the 21
day of ~~July~~ SEP, 2017, by Ryan Welch




NOTARY PUBLIC

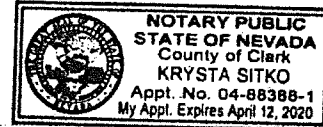
TRAVERTINE LANE TRUST

By: Iyad Haddad
Its: Trustee

Date 9/21/17

Signed and sworn (or affirmed) before me on the 21st
day of July, 2017, by Iyad Haddad

Sent.



NOTARY PUBLIC

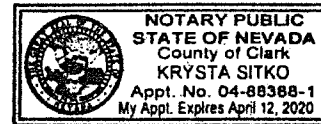
MAHOGANY MEADOWS AVENUE TRUST

By: Iyad Haddad, Managing Member, Resources Group, LLC
Its: Trustee

Date 9/21/17

Signed and sworn (or affirmed) before me on the 21st
day of July, 2017, by Iyad Haddad

Sent.



NOTARY PUBLIC

SATICOV BAY, LLC

By: Iyad Haddad
Its: Managing Member

Date 9/21/17

Signed and sworn (or affirmed) before me on the 21st
day of July, 2017, by Iyad Haddad

Sent.

NOTARY PUBLIC

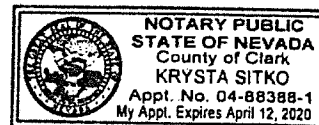


EXHIBIT 3

EXHIBIT 3

Steven D. Grierson

SAO

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

DISTRICT COURT

CLARK COUNTY NEVADA

JERRY HINES, an individual, TERESA MCNAIR, an individual; NICKEL MINE AVENUE TRUST, a Nevada irrevocable trust; TRAVERTINE LANE TRUST, a Nevada irrevocable trust; MAHOGANY MEADOWS AVENUE TRUST, a Nevada irrevocable trust; SATICOY BAY, LLC, a Nevada Limited Liability Company; and all similarly situated owners in Copper Creek,

Plaintiffs,

v.

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

Defendant.

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

STIPULATION AND ORDER TO
DISMISS WITH PREJUDICE

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


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

- 1 1. The bench trial in this matter is set to begin November 28, 2017, with a calendar
2 call scheduled for November 20, 2017;
3 2. The parties have reached an agreement that resolves their entire dispute and
4 executed a confidential settlement agreement to that effect;
5 3. Having reached and executed a confidential settlement agreement, the parties
6 hereby stipulate and agree that the instant action should be dismissed with
7 prejudice, with each party to bear their own costs.
8 4. This action being dismissed, the calendar call and trial date set for this matter are
9 hereby vacated.

10 **ORDER**

11 **IT IS SO ORDERED.**

12 Dated this 16th day of October 2017.


13
14 
15 Honorable Mark D. Denton

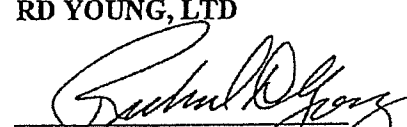
16 Submitted by:

Reviewed and approved by:

17
18 **ANGIUS & TERRY LLP**

19 **RD YOUNG, LTD**

20 
21 Bradley Epstein, Esq., SBN 5296
22 Troy R. Dickerson, Esq., SBN 9381
23 Michael W. McKelleb, Esq., SBN 12040
24 1120 N. Town Center Dr., Suite 260
25 Las Vegas, NV 89144
26 *Attorney for Defendants*

27 
28 Richard D. Young, Esq., SBN 0466
9580 West Sahara, Suite 150
Las Vegas, NV 89106
Attorneys for Plaintiffs

25 DATED this 10 Day of October, 2017

DATED this 10 day of October, 2017

EXHIBIT 4

EXHIBIT 4

No. 16-1208

Title: Bourne Valley Court Trust, Petitioner

v.

Wells Fargo Bank, NA

Docketed: April 7, 2017

Linked with 16A753

Lower Ct: United States Court of Appeals for the Ninth Circuit

Case Nos.: (15-15233)

Decision Date: August 12, 2016

Rehearing Denied: November 4, 2016

~~~Date~~~ ~~~~~Proceedings and Orders~~~~~

Jan 19 2017 Application (16A753) to extend the time to file a petition for a writ of certiorari from February 2, 2017 to March 6, 2017, submitted to Justice Kennedy.

Jan 24 2017 Response to application from respondent Wells Fargo Bank, NA filed.

Jan 30 2017 Application (16A753) granted by Justice Kennedy extending the time to file until March 6, 2017.

Feb 22 2017 Application (16A753) to extend further the time from March 6, 2017 to April 3, 2017, submitted to Justice Kennedy.

Feb 24 2017 Application (16A753) granted by Justice Kennedy extending the time to file until April 3, 2017.

Apr 3 2017 Petition for a writ of certiorari filed. (Response due May 8, 2017)

May 1 2017 Brief amicus curiae of The Community Associations Institute filed.

May 2 2017 Order extending time to file response to petition to and including May 16, 2017.

May 4 2017 Brief amici curiae of Las Vegas Development Group, LLC, et al. filed.

May 16 2017 Brief of respondent Wells Fargo Bank, NA in opposition filed.

May 16 2017 Brief amici curiae of The Mortgage Bankers Association, et al. filed.

May 30 2017 DISTRIBUTED for Conference of June 15, 2017.

May 30 2017 Reply of petitioner Bourne Valley Court Trust filed. (Distributed)

Jun 19 2017 DISTRIBUTED for Conference of June 22, 2017.

Jun 26 2017 Petition DENIED.

| ~~Name~~~~~                                          | ~~~~~Address~~~~~                   | ~~Phone~~~       |
|------------------------------------------------------|-------------------------------------|------------------|
| Attorneys for Petitioner:                            |                                     |                  |
| Kevin K. Russell                                     | Goldstein & Russell, P.C.           | (202) 362-0636   |
| Counsel of Record                                    | 7475 Wisconsin Ave, Suite 850       |                  |
|                                                      | Bethesda, MD 20814                  |                  |
|                                                      | kr@goldsteinrussell.com             |                  |
| Party name: Bourne Valley Court Trust                |                                     |                  |
| Attorneys for Respondent:                            |                                     |                  |
| Neal Kumar Katyal                                    | Hogan Lovells US LLP                | (202) 637-5600   |
| Counsel of Record                                    | 555 Thirteenth Street, N.W.         |                  |
|                                                      | Washington, DC 20004                |                  |
|                                                      | neal.katyal@hoganlovells.com        |                  |
| Party name: Wells Fargo Bank, NA                     |                                     |                  |
| Andrew M. Jacobs                                     | Snell & Wilmer, L.L.P.              | (520) 882-1207   |
|                                                      | One South Church Ave., Suite 1500   |                  |
|                                                      | Tucson, AZ 85701                    |                  |
|                                                      | ajacobs@swlaw.com                   |                  |
| Party name: Wells Fargo Bank, NA                     |                                     |                  |
| Other:                                               |                                     |                  |
| Marvin Joseph Nodiff                                 | Marvin J. Nodiff, PC                | 314-727-8989 x11 |
|                                                      | 6142 Westminster Place              |                  |
|                                                      | St. Louis, MO 63112                 |                  |
|                                                      | marvin@nodiffcalaw.com              |                  |
| Party name: The Community Associations Institute     |                                     |                  |
| Joseph R. Palmore                                    | Morrison & Foerster, LLP            | (202) 887-6940   |
|                                                      | 2000 Pennsylvania Ave., NW          |                  |
|                                                      | Washington, DC 20006                |                  |
|                                                      | JPalmore@mofo.com                   |                  |
| Party name: The Mortgage Bankers Association, et al. |                                     |                  |
| Timothy E. Rhoda                                     | Roger P. Croteau & Associates, Ltd. | 702-254-7775     |
|                                                      | 9120 West Post Road, Suite 100      |                  |



Las Vegas, NV 89148

croteaulaw@croteaulaw.com

Party name: Las Vegas Development Group, LLC, et al.

EXHIBIT 5

EXHIBIT 5

**From:** TKPS Leasing Department <Leasing@tkpsrealty.com>  
**Sent:** Wednesday, January 23, 2019 4:53 PM  
**To:** Scott P. Kelsey <skelsey@angius-terry.com>  
**Cc:** Jeff Pope <jeff.pope@levelprop.com>; Amy McConnell <amcmcconnell@angius-terry.com>; David Bray <dbray@angius-terry.com>; Marcella McCoy <mmccoy@angius-terry.com>  
**Subject:** Re: New Tenant - 6773 Granite River Ln Las Vegas, NV 89122

I will forward this to the owner as well.

*Have a great day!*

**Megan Rougeaux**

Leasing Department

Turn Key Property Solutions

3650 E Russell Rd

Las Vegas, NV 89120

Phone: (702) 706-7920 ext. 105 (or option 6)

Fax: (877) 233-2872

[leasing@tkpsrealty.com](mailto:leasing@tkpsrealty.com)

Hours: 9am-5pm Monday-Friday (Wednesday 11am-5pm); Closed Weekends & Holidays

*An imperfect human sent this email - if you suspect an error, please kindly let me know.*

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On Wed, Jan 23, 2019 at 2:44 PM Scott P. Kelsey <[skelsey@angius-terry.com](mailto:skelsey@angius-terry.com)> wrote:

[REDACTED]

[REDACTED]

[REDACTED]

P000170

AA000126

[REDACTED]

[REDACTED]

[REDACTED]



**Scott P. Kelsey | Partner**

**ANGIUS & TERRY LLP**

9127 W. Russell Road, Suite 220 | Las Vegas, NV 89148

Phone: 702-990-2017 | Fax: 702-990-2018

CONFIDENTIALITY NOTICE. This communication contains information which (a) may be legally privileged, proprietary in nature, or otherwise protected by law from disclosure, and (b) is intended only for the use of the addressee/s named. If you are not the addressee, or the person responsible for delivering this to the addressee/s, you are hereby notified that reading, copying, or distributing this communication is prohibited. If you have received this communication in error, please notify the sender immediately by calling (800) 680-4001. Thank you.

**From:** TKPS Leasing Department [<mailto:Leasing@tkpsrealty.com>]  
**Sent:** Tuesday, January 22, 2019 6:24 PM

P000171

AA000127

**To:** Help; Copper Creek Compliance; Nancy Powell

**Subject:** New Tenant - 6773 Granite River Ln Las Vegas, NV 89122

Hello, please see the attached lease for the new tenants at 6773 Granite River Ln Las Vegas, NV 89122. Also attached is the PMA for the property from the homeowner. Please let me know if there are any additional forms or information that is needed in order to obtain gate codes/transponders, pool keys, etc. Also let us know if there are any outstanding HOA violations and balances that need to be rectified prior to this tenant taking residency. If you have any questions, please let me know - thanks!

*Have a great day!*

**Megan Rougeaux**

Leasing Department

Turn Key Property Solutions

3650 E Russell Rd

Las Vegas, NV 89120

Phone: (702) 706-7920 ext. 105 (or option 6)

Fax: (877) 233-2872

[leasing@tkpsrealty.com](mailto:leasing@tkpsrealty.com)

Hours: 9am-5pm Monday-Friday (Wednesday 11am-5pm); Closed Weekends & Holidays

*An imperfect human sent this email - if you suspect an error, please kindly let me know.*

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P000172

AA000128

From: Turn Key Property Solutions [<mailto:leasing@tkpsrealty.com>]  
Sent: Wednesday, July 24, 2019 4:23 PM  
To: Copper Creek Compliance  
Subject: 6896 Mahogany Meadows- Lease

Please see attached Lease for new tenant. If you have any Questions please contact [compliance@tkpsrealty.com](mailto:compliance@tkpsrealty.com).

7/24/2019 3:21:13 PM

Lease, Gray, Benjamin, 6896 Mahogany Meadows, Las Vegas, NV 89122.pdf

Ricardo Greer

Turn Key Property Solutions

3650 E Russell Rd

Las Vegas, NV 89120

Office: 702-706-7920 ext. 105

Fax: 877-233-2872

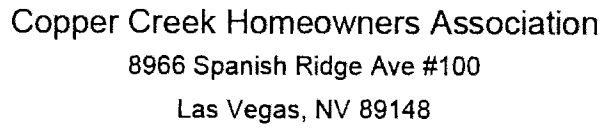
[leasing@tkpsrealty.com](mailto:leasing@tkpsrealty.com)

Hours: 9am-5pm Monday-Friday (Wed 11am-5pm); Closed Weekends & Holidays

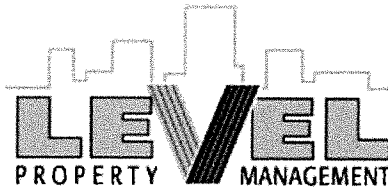
DISCLAIMER: Important! - This message is intended for the above named person(s) only and is CONFIDENTIAL AND PROPRIETARY. If you are not the intended recipient of the email and have received it in error, please immediately notify the sender by return email and then delete it from your mailbox. This message may be protected by the attorney-client privilege and/or work product doctrine. Accessing, copying, disseminating or re-using any of the information contained in this email by anyone other than the intended recipient is strictly prohibited.

EXHIBIT 6

EXHIBIT 6





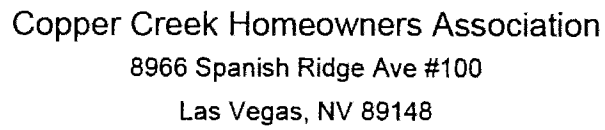


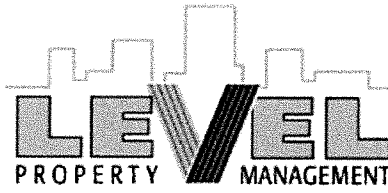
**Copper Creek Homeowners Association**

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

| Code | Date |      | Amount | Balance | Check# | Memo |
|------|------|------|--------|---------|--------|------|
| ████ | ████ | ████ | ████   | ████    | ████   |      |
| ████ | ████ | ████ | ████   |         |        |      |





Copper Creek Homeowners Association  
8966 Spanish Ridge Ave #100  
Las Vegas, NV 89148

| Code |  | Date | Amount | Balance | Check# | Memo |
|------|--|------|--------|---------|--------|------|
|      |  |      |        |         |        |      |
|      |  |      |        |         |        |      |
|      |  |      |        |         |        |      |



## Taking Your Community to the Next Level

Copper Creek Homeowners Association

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

[illegible]

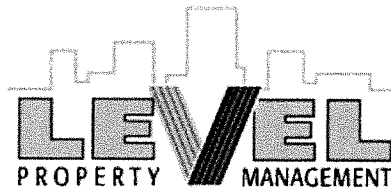
# EXHIBIT 7

# EXHIBIT 7









Copper Creek Homeowners Association

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

---

Level Property Management | 8966 Spanish Ridge Ave #100 | Las Vegas, NV 89148 | 702-433-0149

**Make check payable to: Copper Creek Homeowners Association**

3/1/2019

Page 2 of 2

P000325

AA000140

## Taking Your Community to the Next Level

Copper Creek Homeowners Association

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

Nickel Mine Avenue Trust  
PO Box 36208  
Las Vegas, NV 89133

**Property Address:** 6892 Nickel Mine Avenue

Account #:

[illegible]

Level Community Management | 8966 Spanish Ridge Ave #100 | Las Vegas, NV 89148 | 702-433-0149

**Make check payable to: Copper Creek Homeowners Association**

8/13/2019

Page 1 of 2

P000326

AA000141



Taking Your Community to the Next Level

## Copper Creek Homeowners Association

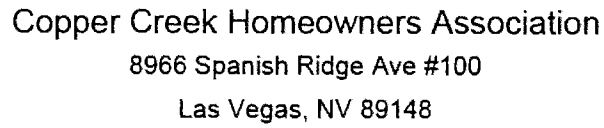
8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

| Code | Date | Amount | Balance | Check# | Memo |
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# EXHIBIT 8

# EXHIBIT 8









Taking Your Community to the Next Level

**Copper Creek Homeowners Association**

8966 Spanish Ridge Ave #100

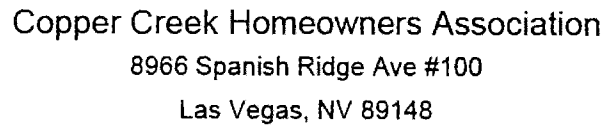
Las Vegas, NV 89148

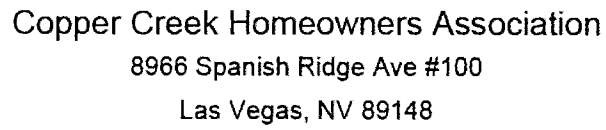
| Code | Date | Amount | Balance | Check# | Memo |
|------|------|--------|---------|--------|------|
| ████ | ████ | ████   | ████    | ████   |      |
| ████ | ██   | ██     | ████    |        |      |



# EXHIBIT 9

# EXHIBIT 9





## Taking Your Community to the Next Level

Copper Creek Homeowners Association

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

Mahogany Meadows Avenue Trust  
PO Box 36208  
Las Vegas, NV 89133

**Property Address:** 6896 Mahogany Meadows Avenue

Account #:

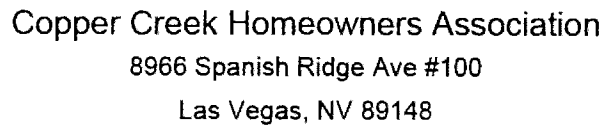
[illegible]

Level Community Management | 8966 Spanish Ridge Ave #100 | Las Vegas, NV 89148 | 702-433-0149

**Make check payable to: Copper Creek Homeowners Association**

# EXHIBIT 10

# EXHIBIT 10











Taking Your Community to the Next Level

## Copper Creek Homeowners Association

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

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Level Community Management | 8966 Spanish Ridge Ave #100 | Las Vegas, NV 89148 | 702-433-0149

**Make check payable to: Copper Creek Homeowners Association**

8/13/2019

Page 2 of 2

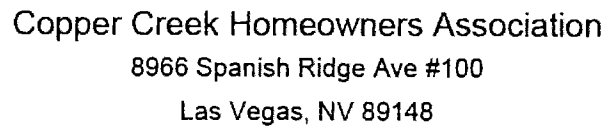
P000169

AA000156

# EXHIBIT 11

# EXHIBIT 11







## Taking Your Community to the Next Level

Copper Creek Homeowners Association

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

Saticoy Bay LLC Series 6915 Silver State  
P.O. Box 36208  
Las Vegas, NV 89133

**Property Address:** 6915 Silver State Avenue

Account #:

[illegible]

Level Community Management | 8966 Spanish Ridge Ave #100 | Las Vegas, NV 89148 | 702-433-0149

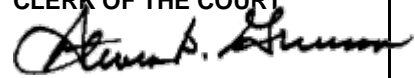
**Make check payable to: Copper Creek Homeowners Association**

8/13/2019

Page 1 of 1

P000472

AA000161



1 **OPPS**

2 MICHAEL F. BOHN, ESQ.

3 Nevada Bar No.: 1641

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9 MICHAEL F. BOHN, ESQ., LTD.

10 2260 Corporate Circle, Suite 480

11 Henderson, Nevada 89074

12 (702) 642-3113/ (702) 642-9766 FAX

13 Attorney for defendants

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 COPPER CREEK HOMEOWNERS  
17 ASSOCIATION, a Nevada Non-profit  
18 Corporation,

19 Plaintiff,

20 vs.

21 NICKEL MINE AVENUE TRUST, a Nevada  
22 irrevocable trust; TRAVERTINE LANE  
23 TRUST, a Nevada irrevocable trust;  
24 MAHOGANY MEADOWS AVENUE TRUST,  
25 a Nevada irrevocable trust; SATICOY BAY  
26 LLC, a Nevada Limited Liability Company;  
27 DOES I through V; and ROE CORPORATIONS  
28 I through V

Defendants.

CASE NO.: A-19-791060-C

DEPT NO.: XXVIII

**DEFENDANTS' OPPOSITION TO  
MOTION FOR SUMMARY JUDGMENT**

Defendants Nickel Mine Avenue Trust; Travertine Lane Trust; Mahogany Meadows Avenue Trust; and Saticoy Bay LLC (collectively referred to as “**defendants**”), by and through their attorneys, the Law Offices of Michael F. Bohn, Esq., Ltd., submit their opposition to plaintiff Copper Creek Homeowners Association’s motion for summary judgment as follows.

**FACTS**

Plaintiff filed this matter seeking to enforce a settlement agreement and obtain damages against defendants for allegedly renting out properties in violation of the terms of the settlement

1 agreement. However, the plaintiff has failed to properly support the motion for summary judgment.  
2 Additionally, the plaintiff has failed to properly follow the procedures to assess fines against a unit  
3 owner pursuant to NRS Chapter 116. For these reasons, the motion for summary judgment should be  
4 denied.

### 5 POINTS AND AUTHORITIES

#### 6 **A. The motion is not properly supported by admissible and authenticated evidence**

7 Evidence introduced in support of or opposition to a motion for summary judgment must be  
8 admissible evidence. Collins v. Union Federal Savings & Loan 99 Nev. 284, 302, 662 P.2d 610  
9 (1983).

10 The current version of NRCP 56 specifies the procedures for supporting the motion for  
11 summary judgment with affidavits and documents. NRCP 56(c) provides:

#### 12 **(c) Procedures.**

13 **(1) Supporting Factual Positions.** A party asserting that a fact cannot be or is  
genuinely disputed must support the assertion by:

14 (A) citing to particular parts of materials in the record, including  
depositions, documents, electronically stored information, affidavits or declarations,  
15 stipulations (including those made for purposes of the motion only), admissions,  
interrogatory answers, or other materials; or

16 (B) showing that the materials cited do not establish the absence or  
presence of a genuine dispute, or that an adverse party cannot produce admissible  
evidence to support the fact.

17 **(2) Objection That a Fact Is Not Supported by Admissible Evidence.** A  
party may object that the material cited to support or dispute a fact cannot be presented  
18 in a form that would be admissible in evidence.

19 **(3) Materials Not Cited.** The court need consider only the cited materials, but  
it may consider other materials in the record.

20 **(4) Affidavits or Declarations.** An affidavit or declaration used to support or  
oppose a motion must be made on personal knowledge, set out facts that would be  
21 admissible in evidence, and show that the affiant or declarant is competent to testify on  
the matters stated.

22 Here, the plaintiffs motion is not supported by any affidavit. Additionally, none of the  
23 exhibits attached to the plaintiffs motion are authenticated by affidavit. As such, they are not properly  
24 supported, are not admissible, and cannot be considered by the court in determining summary  
25 judgment.

26 Moreover, the plaintiff has not properly proven damages. The only evidence of damages is a  
27



1 ledger showing what fines have been imposed. Each ledger has a beginning balance, which has no  
2 explanation, and charges other than fines. None of the entries on the ledgers are explained by an  
3 affidavit which complies with Rule 56.

4 The motion for summary judgment is not properly supported, and the evidence of damages  
5 creates more issues of fact. The motion should be denied.

6 **B. The plaintiff has failed to follow proper procedure for issuing fines**

7 NRS Chapter 116 has a number of provisions regarding the issuance of fines by an HOA. The  
8 plaintiffs motion for summary judgment fails to demonstrate that the statutes have been complied  
9 with. The motion should be denied for these additional reasons.

10 First, NRS 116.31065 specifies the rules which may be passed by an HOA. The statute  
11 provides:

12 The rules adopted by an association:

- 13 1. Must be reasonably related to the purpose for which they are adopted.
- 14 2. Must be sufficiently explicit in their prohibition, direction or limitation to  
inform a person of any action or omission required for compliance.
- 15 3. Must not be adopted to evade any obligation of the association.
- 16 4. Must be consistent with the governing documents of the association and must  
not arbitrarily restrict conduct or require the construction of any capital improvement  
by a unit's owner that is not required by the governing documents of the association.
- 17 5. Must be uniformly enforced under the same or similar circumstances against all  
units' owners. Any rule that is not so uniformly enforced may not be enforced against  
any unit's owner.
- 18 6. May be enforced by the association through the imposition of a fine only if the  
association complies with the requirements set forth in NRS 116.31031.

19 NRS 116.31031(3) provides that an association must have a schedule of fines which must be  
20 delivered to the unit owner. The statute provides:

- 21 3. If the association adopts a policy imposing fines for any violations of the governing  
22 documents of the association, the secretary or other officer specified in the bylaws  
shall prepare and cause to be hand-delivered or sent prepaid by United States mail to  
23 the mailing address of each unit or to any other mailing address designated in writing  
by the unit's owner, a schedule of the fines that may be imposed for those violations.

24 NRS 116.31151(4) requires an HOA to make available the policy established concerning the  
25 collection of any fines:

- 26 4. The executive board shall, at the same time and in the same manner that the  
27 executive board makes the budget available to a unit's owner pursuant to this section,

28

1 make available to each unit's owner the policy established for the association  
2 concerning the collection of any fees, fines, assessments or costs imposed against a  
unit's owner pursuant to this chapter. The policy must include, without limitation:

3 (a) The responsibility of the unit's owner to pay any such fees, fines, assessments  
or costs in a timely manner; and

4 (b) The association's rights concerning the collection of such fees, fines,  
assessments or costs if the unit's owner fails to pay the fees, fines, assessments or costs  
5 in a timely manner.

6 NRS 116.31031 is the statute authorizing the imposition and collection of fines. The statute  
7 provides in part:

8 1. Except as otherwise provided in this section, if a unit's owner or a tenant or an  
invitee of a unit's owner or a tenant violates any provision of the governing documents  
of an association, the executive board may, if the governing documents so provide:

9 . . . .

10 (b) Impose a fine against the unit's owner or the tenant or the invitee of the unit's  
owner or the tenant for each violation, except that:

11 (1) A fine may not be imposed for a violation that is the subject of a  
construction penalty pursuant to NRS 116.310305; and

12 (2) A fine may not be imposed against a unit's owner or a tenant or invitee of a  
unit's owner or a tenant for a violation of the governing documents which involves a  
vehicle and which is committed by a person who is delivering goods to, or performing  
13 services for, the unit's owner or tenant or invitee of the unit's owner or the tenant.

14 NRS 116.31031(4) prohibits a board from imposing a fine unless it complies with several  
15 steps provided by statute.

16 4. The executive board may not impose a fine pursuant to subsection 1 unless:

17 (a) Not less than 30 days before the alleged violation, the unit's owner and, if  
different, the person against whom the fine will be imposed had been provided with  
written notice of the applicable provisions of the governing documents that form the  
18 basis of the alleged violation; and

19 (b) Within a reasonable time after the discovery of the alleged violation, the unit's  
owner and, if different, the person against whom the fine will be imposed has been  
provided with:

20 (1) Written notice:

21 (I) Specifying in detail the alleged violation, the proposed action to cure  
the alleged violation, the amount of the fine, and the date, time and location for a  
hearing on the alleged violation; and

22 (II) Providing a clear and detailed photograph of the alleged violation, if  
the alleged violation relates to the physical condition of the unit or the grounds of the  
unit or an act or a failure to act of which it is possible to obtain a photograph; and

23 (2) A reasonable opportunity to cure the alleged violation or to contest the  
24 alleged violation at the hearing.

25 For the purposes of this subsection, a unit's owner shall not be deemed to have  
received written notice unless written notice is mailed to the address of the unit and, if  
26 different, to a mailing address specified by the unit's owner.

27 Subsection (5) of the statute requires the board to schedule a date time and location for a  
28

1 hearing on each alleged violation and permit the unit owner a reasonable opportunity to prepare for an  
2 be present at the hearing.

3 The plaintiffs motion for summary judgment should be denied because the motion fails to  
4 demonstrate compliance with all the statutory requirements as detailed herein.

5 **C. Fines are capped at \$1,000.00 by statute**

6 By statute, fines are capped at \$1,000.00. The plaintiff cannot collect more than \$1,000.00 on  
7 each unit, as limited by statute. Subsection (1)(b)(2) of the statute puts a cap on fines that may be  
8 imposed:

9 1. Except as otherwise provided in this section, if a unit's owner or a tenant or an invitee of a  
10 unit's owner or a tenant violates any provision of the governing documents of an association, the  
executive board may, if the governing documents so provide:

11 (b) Impose a fine against the unit's owner or the tenant or the invitee of the unit's owner or the  
tenant for each violation, except that:

12 (2) . . . .

13 If the violation poses an imminent threat of causing a substantial adverse effect on the  
14 health, safety or welfare of the units' owners or residents of the common-interest  
15 community, the amount of the fine must be commensurate with the severity of the  
16 violation and must be determined by the executive board in accordance with the  
17 governing documents. If the violation does not pose an imminent threat of causing a  
18 substantial adverse effect on the health, safety or welfare of the units' owners or  
19 residents of the common-interest community, the amount of the fine must be  
20 commensurate with the severity of the violation and must be determined by the  
21 executive board in accordance with the governing documents, **but the amount of the  
22 fine must not exceed \$100 for each violation or a total amount of \$1,000,  
23 whichever is less.** The limitations on the amount of the fine do not apply to any  
24 charges or costs that may be collected by the association pursuant to this section if the  
25 fine becomes past due. (emphasis added)

26 This section limits the fines which may be imposed to \$1,000.00. The plaintiffs damages, if  
27 any, should be limited to \$1,000.00 per unit on each of the five units.

28 **CONCLUSION**

The motion for summary judgment should be denied for a number of reasons.

First, there is no affidavit from any person with personal knowledge about any of the matters  
alleged in the motion.

The exhibits which are attached to the motion are not properly authenticated by any affidavit  
of any person who can testify as to their authenticity or accuracy.

1 The motion fails to set forth compliance with the various statutes which must be followed  
2 before fines may be assessed.

3 Lastly, the plaintiffs damages are capped at \$1,000.00.

4 For all these reasons, the motion for summary judgment should be denied.

5 DATED this 7<sup>th</sup> day of November, 2019.

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

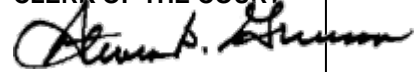
8 By: /s/ Michael F. Bohn, Esq./  
9 Michael F. Bohn, Esq.  
10 Adam R. Trippiedi, Esq.  
11 2260 Corporate Cir, Suite 480  
12 Henderson, Nevada 89074  
13 Attorney for defendants

14 **CERTIFICATE OF SERVICE**

15 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of Law  
16 Offices of Michael F. Bohn., Esq., and on the 7<sup>th</sup> day of November, 2019, an electronic copy of the  
17 **DEFENDANTS' OPPOSITION TO MOTION FOR SUMMARY JUDGMENT** was served on  
18 opposing counsel via the Court's electronic service system to the following counsel of record:

19 Bradley Epstein, Esq.  
20 Scott P. Kelsey, Esq.  
21 David M. Bray, Esq.  
22 ANGIUS & TERRY LLP  
23 9127 W. Russell Rd., Suite 220  
24 Las Vegas, NV 89148  
25 *Attorneys for plaintiff*

26 /s/ Marc Sameroff /  
27 An employee of the Law Offices of  
28 Michael F. Bohn, Esq., Ltd.



**JCCR**

Bradley Epstein, Esq. SBN 5296  
Scott P. Kelsey, Esq. SBN 7770  
David M. Bray, Esq. SBN 12706  
ANGIUS & TERRY LLP  
9127 W. Russell Road, Ste. 220  
Las Vegas, NV 89148  
Telephone: (702) 990-2017  
Facsimile: (702) 990-2018  
[skelsey@angius-terry.com](mailto:skelsey@angius-terry.com)  
[dbray@angius-terry.com](mailto:dbray@angius-terry.com)  
*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiffs,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**JOINT CASE CONFERENCE REPORT**

**DISCOVERY PLANNING/DISPUTE CONFERENCE REQUESTED:**

YES \_\_\_\_ NO X \_\_\_\_

**SETTLEMENT CONFERENCE REQUESTED:**

YES X NO \_\_\_\_

If yes, list five dates that parties are available to attend a Settlement Conference (provide dates that are at least 90 days after the filing of the Case Conference Report - all Settlement Conferences will be set at 10:30 a.m., Tuesdays through Fridays): February 11, 2020;  
February 13, 2020; February 19, 2020; February 22, 2020; and February 25, 2020.

I.

**PROCEEDINGS PRIOR TO CASE CONFERENCE REPORT**

A. Date of filing of the Complaint: Plaintiff Copper Creek Homeowners Association filed its complaint on March 13, 2019.

B. Date of filing of Answer by each Defendant:

Nickel Mine Avenue Trust July 30, 2019

Travertine Lane Trust July 30, 2019

Mahogany Meadows Avenue Trust July 30, 2019

Saticoy Bay, LLC July 30, 2019

C. Date that the Early Case Conference was held and who attended:

The early case conference was held on August 28, 2019.

Scott P. Kelsey, Esq. and David Bray, Esq. attended on behalf of Plaintiff.

Adam Trippiedi, Esq. attended on behalf of the Defendants.

II.

**A BRIEF DESCRIPTION OF THE NATURE OF THE ACTION AND EACH CLAIM**

**FOR RELIEF OR DEFENSE:**

**[16.1(c)(2)(A)]**

A. Description of the action: This is a breach of contract action related to Defendants renting out properties in violation of the terms of the settlement agreement.

B. Claims for relief:

1. Breach of Contract against all Defendants.

2. Breach of Covenant of Good Faith and Fair Dealing against all Defendants.

3. Fraud in the Inducement/Intentional Misrepresentation against all Defendants.

4. Negligent Misrepresentation against all Defendants.

5. Civil Conspiracy against all Defendants.

1 C. Defenses, as to all Defendants:

2 1. The amended (sic) complaint fails to state a claim against Defendants  
3 upon which relief may be granted.

4 2. Plaintiff has failed to mitigate its damages.

5 3. Plaintiff is guilty of laches and unclean hands.

6 4. Plaintiff's damages, if any, were caused by its own acts and omissions  
7 or by the acts admissions of third parties over which Defendants have no authority of  
8 control.

9 5. Plaintiff's claims are barred by the applicable statute of limitations.

10 6. Plaintiff's claims are barred by the doctrine of estoppel.

11 7. Plaintiff assumed the risk of the damages of which it now complains.

12 8. Plaintiff failed to exercise due care in its business dealings.

13 9. Plaintiff's claims are barred by the doctrine of waiver.

14 10. Plaintiff gave its consent, expressed or implied to the acts, omissions  
15 and/or conduct alleged of these answering Defendants.

16 11. Plaintiff ratified the alleged acts of these answering Defendants.

17 12. Plaintiff expressly, impliedly and/or equitably released all rights against  
18 these answering defendants.

19 13. Plaintiff has failed to include indispensable parties to this action.

20 14. Plaintiff lacks standing to prosecute this action.

21 15. Plaintiff lacks standing or grounds to assert, or are otherwise not entitled to,  
22 equitable relief.

23 16. Plaintiff's claims are barred by the statute of frauds.

24 17. Defendants reserves the right to add additional affirmative defenses as new  
25 information currently not known or available to Defendants becomes known or  
26 knowable during the pendency of this action.

27 ///

28 ///

1 III.

2 **A BRIEF STATEMENT OF WHETHER THE PARTIES DID OR DID NOT**  
3 **CONSIDER SETTLEMENT AND WHETHER SETTLEMENT OF THE CASE MAY**  
4 **BE POSSIBLE:**

5 [16.1(c)(2)(A)]

6 The parties did consider settlement and settlement may be possible.

7 IV.

8 **LIST OF ALL DOCUMENTS, DATA COMPILATIONS, DAMAGES**  
9 **COMPUTATIONS, INSURANCE AGREEMENTS, TANGIBLE THINGS AND**  
10 **OTHER REQUIRED INFORMATION IN THE POSSESSION, CUSTODY OR**  
11 **CONTROL OF EACH PARTY WHICH WERE IDENTIFIED OR PROVIDED AT**  
12 **THE EARLY CASE CONFERENCE OR AS A RESULT THEREOF:**

13 [16.1(c)(2)(E), (G), (H)]

14 A. Plaintiff: As listed in *Plaintiff Copper Creek Homeowners Association's*  
15 *Initial List of Witnesses and Documents Pursuant to NRCP 16.1* electronically served on  
16 October 17, 2019 and attached hereto as Exhibit "1".

17 B. Defendant: As listed in *Defendants' 16.1 Conference List of Witnesses and*  
18 *Documents* electronically served on October 24, 2019 and attached hereto as Exhibit "2".

19 V.

20 **LIST OF PERSONS IDENTIFIED BY EACH PARTY AS LIKELY TO HAVE**  
21 **INFORMATION DISCOVERABLE UNDER RULE 26(b),**  
22 **INCLUDING IMPEACHMENT OR REBUTTAL WITNESSES,**  
23 **MEDICAL PROVIDERS AND EXPERTS :**

24 [16.1(a)(1)(A) and 16.1(c)(2)(D), (F), (I)]

25 A. Plaintiff:  
26 As listed in *Plaintiff Copper Creek Homeowners Association's Initial List of Witnesses*  
27 *and Documents Pursuant to NRCP 16.1* electronically served on October 17, 2019 and  
28 attached hereto as Exhibit "1".



1 B. Defendant

2 As listed in *Defendants' 16.1 Conference List of Witnesses and Documents*  
3 electronically served on October 24, 2019 and attached hereto as Exhibit "2".

4 V.

5 **DISCOVERY PLAN**

6 [16.1(b)(4)(C) and 16.1(c)(2)]

7 A. What changes, if any should be made in the timing, form or requirements for  
8 disclosures under 16.1(a):

9 1. Plaintiff's view: None

10 2. Defendant's view: None

11 B. When disclosures under 16.1(a)(1) were made or will be made:

12 1. Plaintiff's disclosures: October 17, 2019

13 2. Defendant's disclosures: October 24, 2019

14 C. Subjects on which discovery may be needed:

15 1. Plaintiffs view: Depositions of Defendant's PMK and Percipient  
16 Witnesses, Disclosure of Rental Documents

17 2. Defendant's view: All relevant issues in this matter.

18 D. A statement identifying any issues about preserving discoverable information  
19 [16.1(c)(2)(J)]:

20 1. Plaintiffs view: None

21 2. Defendant's view: None

22 E. Should discovery be conducted in phases or limited to or focused upon  
23 particular issues?

24 1. Plaintiffs view: No

25 2. Defendant's view: No

26 ///

27 ///

28 ///

1 F. What changes, if any, should be made in limitations on discovery imposed  
2 under these rules and what, if any, other limitations should be imposed?

3 1. Plaintiffs view: None

4 2. Defendant's view: None

5 G. A statement identifying any issues about trade secrets or other confidential  
6 information, and whether the parties have agreed upon a confidentiality order or whether a  
7 Rule 26(c) motion for protective order will be made [16.1(c)(2)(K)]:

8 1. Plaintiffs view: None

9 2. Defendant's view: None

10 H. What, if any, other order should be entered by the court under Rule 26(c) or  
11 Rule 16(b) and (c):

12 1. Plaintiffs view: None

13 2. Defendant's view: None

14 I. Estimated time for trial:

15 1. Plaintiffs view: 2 days

16 2. Defendant's view: 2 days

17 **VII.**

18 **DISCOVERY AND MOTION DATES**

19 A. Dates agreed by the parties:

20 1. Close of discovery: February 28, 2020

21 2. Final date to file motions to amend pleadings or add parties (without a  
22 further court order): December 2, 2019

23 3. Final dates for expert disclosures:

24 a. initial disclosure: December 2, 2019

25 b. rebuttal disclosure: January 2, 2020

26 4. Final date to file dispositive motions: March 30, 2020

27 ///

28 ///

B. In the event the parties do not agree on dates, the following section must be completed:

1. a. Plaintiff's suggested close of discovery: N/A
- b. Defendant's suggested close of discovery: N/A
2. Final date to file motions to amend pleadings or add parties (without a further court order):
  - a. Plaintiff's suggested date: N/A
  - b. Defendant's suggested date: N/A
3. Final dates for expert disclosures:
  - a. initial disclosure:
    - i. Plaintiff's suggested date: N/A
    - ii. Defendant's suggested date: N/A
  - b. Rebuttal disclosures:
    - i. Plaintiff's suggested date: N/A
    - ii. Defendant's suggested date: N/A
4. Final date to file dispositive motions:
  - a. Plaintiff's suggested: N/A
  - b. Defendant's suggested: N/A

Failure to agree on the calendar dates in this subdivision shall result in a discovery planning conference.

### VIII.

### **JURY DEMAND**

[16.1(c)(2)(Q)]

No jury demand has been filed.

///

///

///

1 IX.

2 **INITIAL DISCLOSURES/OBJECTIONS**

3 [16.1(a)(1)]

4 If a party objects during the Early Case Conference that initial disclosures are not  
5 appropriate in the circumstances of this case, those objections must be stated herein. The  
6 Court shall determine what disclosures, if any, are to be made and shall set the time for such  
7 disclosure.

8 This report is signed in accordance with rule 26(g)(1) of the Nevada Rules of Civil  
9 Procedure. Each signature constitutes a certification that to the best of the signer's knowledge,  
10 information and belief, formed after a reasonable inquiry, the disclosures made by the signer  
11 are complete and correct as of this time.

12  
13 DATED: November 15, 2019.

DATED: November \_\_, 2019.

14 */s/ David Bray*

*/s/ Adam Trippiedi*

15 \_\_\_\_\_  
16 ANGIUS & TERRY LLP  
17 Bradley Epstein, Esq. SBN 5296  
18 Scott P. Kelsey, Esq. SBN 7770  
19 David M. Bray, Esq. SBN 12706  
20 9127 W. Russell Road, Suite 220  
21 Las Vegas, Nevada 89148  
22 *Attorneys for Defendant*  
23 *Copper Creek Homeowners Association*

\_\_\_\_\_  
MICHAEL F. BOHN, ESQ., LTD.  
Michael F. Bohn, Esq.  
Adam Trippiedi, Esq.  
Law Offices of  
2260 Corporate Circle, Suite 480  
Henderson, NV 89074  
Attorney for Defendants

24 **CERTIFICATE OF SERVICE**

25 I hereby certify on this 15<sup>th</sup> day of November, 2019, I served a true and correct copy of  
26 the foregoing **JOINT CASE CONFERENCE REPORT** via the Eighth Judicial District  
27 Court electronic filing and service system on all parties requiring service.

28 */s/ Amy McConnell*

\_\_\_\_\_  
An employee of Angius & Terry LLP

# EXHIBIT 1

# EXHIBIT 1

**NLWD**

Bradley Epstein, Esq. SBN 5296  
Scott P. Kelsey, Esq. SBN 7770  
David M. Bray, Esq. SBN 12706  
ANGIUS & TERRY LLP  
9127 W. Russell Road, Ste. 220  
Las Vegas, NV 89148  
Telephone: (702) 990-2017  
Facsimile: (702) 990-2018  
[skelsey@angius-terry.com](mailto:skelsey@angius-terry.com)  
[dbray@angius-terry.com](mailto:dbray@angius-terry.com)  
*Attorneys for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiffs,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**PLAINTIFF COPPER CREEK  
HOMEOWNERS ASSOCIATION'S  
INITIAL LIST OF WITNESSES AND  
DOCUMENTS PURSUANT TO NRCP  
16.1**

COMES NOW Defendant, COPPER CREEK HOMEOWNERS ASSOCIATION  
("PLAINTIFF"), by and through its attorneys, ANGIUS & TERRY LLP, and hereby provides  
the following list of witnesses and documents pursuant to NRCP 16.1:

///

///

**LIST OF WITNESSES:**

1. JEFF POPE, CMCA  
Level Property Management  
8966 Spanish Ridge Ave Suite 100  
Las Vegas, NV 89148  
Phone: (702) 433-0149

Jeff Pope is the community manager for the PLAINTIFF and is expected to testify as to his understanding of the facts and circumstances surrounding this matter.

2. ROGER BAUER, President – Copper Creek Homeowners Association  
c/o Angius & Terry LLP  
9127 W. Russell Road, #220  
Las Vegas, NV 89148  
Phone: (702) 990-2017

Roger Bauer is expected to testify as to his understanding of the facts and circumstances surrounding this matter.

3. JOHN RILEY, Secretary – Copper Creek Homeowners Association  
c/o Angius & Terry LLP  
9127 W. Russell Road, #220  
Las Vegas, NV 89148  
Phone: (702) 990-2017

John Riley is expected to testify as to his understanding of the facts and circumstances surrounding this matter.

4. JERRY HINES, Treasurer - Copper Creek Homeowners Association  
c/o Angius & Terry LLP  
9127 W. Russell Road, #220  
Las Vegas, NV 89148  
Phone: (702) 990-2017

Jerry Hines is expected to testify as to his understanding of the facts and circumstances surrounding this matter.

///

///

1           5.     MICHAEL DIETTER, Director - Copper Creek Homeowners Association  
2                 c/o Angius & Terry LLP  
3                 9127 W. Russell Road, #220  
4                 Las Vegas, NV 89148  
5                 Phone: (702) 990-2017

6           Michael Dietter is expected to testify as to his understanding of the facts and  
7           circumstances surrounding this matter.

8           6.     BRANDY GALVEZ, Vice President - Copper Creek Homeowners Association  
9                 c/o Angius & Terry LLP  
10                9127 W. Russell Road, #220  
11                Las Vegas, NV 89148  
12                Phone: (702) 990-2017

13          Brandy Galvez is expected to testify as to her understanding of the facts and  
14          circumstances surrounding this matter.

15          7.     IYAD "EDDIE" HADDAD  
16                 c/o Law Offices of Michael F. Bohn, Esq. Ltd.  
17                 2260 Corporate Circle, Suite 480  
18                 Henderson, NV 89074  
19                 Phone: (702) 642-3113

20          This witness is expected to testify as to his understanding of the facts and circumstances  
21          surrounding this matter.

22          8.     NADIA HADDAD  
23                 c/o Law Offices of Michael F. Bohn, Esq. Ltd.  
24                 2260 Corporate Circle, Suite 480  
25                 Henderson, NV 89074  
26                 Phone: (702) 642-3113

27          This witness is expected to testify as to her understanding of the facts and circumstances  
28          surrounding this matter.

          9.     PMK for TURN KEY PROPERTY SOLUTIONS  
               3650 E. Russell Road  
               Las Vegas, NV 89120  
               Phone: (702) 706-7920



1 This witness is expected to testify as to his/her understanding of the facts and  
2 circumstances surrounding this matter.

3 PLAINTIFF reserves its right to call any other named expert, lay and percipient  
4 witness identified by any party to this action whether or not that party has made an  
5 appearance or been dismissed from the instant action, as well as any witnesses yet to be  
6 supplied or identified.  
7

8 PLAINTIFF reserves its right to call any Person(s) Most Knowledgeable or other  
9 lay or percipient witnesses listed or designated by any party to this action.

10 PLAINTIFF reserves its right to call any necessary impeachment or rebuttal  
11 witnesses.  
12

13 PLAINTIFF reserves its right to call any additional witnesses who are not currently  
14 known by PLAINTIFF, and who may be identified through the course of this litigation at  
15 a later date.

16 PLAINTIFF hereby incorporates all other parties' witness lists by reference.

17  
18 PLAINTIFF reserves the right to supplement this list of witnesses as it becomes  
19 necessary.

20 **LIST OF DOCUMENTS:**

21 An index of documents produced is attached hereto as Exhibit "1".

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 PLAINTIFF reserves the right to argue that no waiver has taken place, if discovered at  
2 a later point in time that any of these documents were protected by privilege and erroneously  
3 produced.

4 DATED: October 17, 2019.

ANGIUS & TERRY LLP

5  
6 /s/ David Bray

By

Bradley Epstein, Esq. SBN 5296

Scott P. Kelsey, Esq. SBN 7770

David M. Bray, Esq. SBN 12706

9127 W. Russell Road, Suite 220

Las Vegas, Nevada 89148

Attorneys for Plaintiff

Copper Creek Homeowners Association

11  
12  
13  
14 **CERTIFICATE OF SERVICE**

15 I hereby certify that on this 17<sup>th</sup> day of October, 2019 I served a true and correct copy  
16 of the foregoing **PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION'S**  
17 **INITIAL LIST OF WITNESSES AND DOCUMENTS PURSUANT TO N.R.C.P. 16.1** via  
18 the Eighth Judicial District Court electronic filing and service system on all parties requiring  
19 notice.  
20

21 /s/ Amy McConnell

22  
23 An Employee of Angius & Terry LLP  
24  
25  
26  
27  
28

**EXHIBIT “1”**  
**Copper Creek Homeowners Association v. Nickel Mine Avenue Trust, et al.**  
**Case No.: A-19-791060-C**  
**Copper Creek Homeowners Association’s Initial List of Documents**

| <b>DOCUMENT DESCRIPTION</b>                                                                                                                                                                                     | <b>BATES RANGE</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Settlement Agreement and Release between Copper Creek Homeowners Association, and Nickel Mine Avenue Trust, Travertine Lane Trust, Mahogany Meadows Trust, and Saticoy Bay, LLC entered into September 16, 2017 | P000001-P000007    |
| Nevada Secretary of State Records re: Saticoy Bay, LLC                                                                                                                                                          | P000008            |
| February 22, 2019 E-mail correspondence to N. Haddad re: Fine Ledgers (E-mail 1 of 3)                                                                                                                           | P000009-P000037    |
| February 22, 2019 E-mail correspondence to N. Haddad re: Fine Ledgers (E-mail 2 of 3)                                                                                                                           | P000038-P000068    |
| February 22, 2019 E-mail correspondence to N. Haddad re: Fine Ledgers (E-mail 3 of 3)                                                                                                                           | P000069-P000107    |
| March 1, 2019 E-mail correspondence to N. Haddad re: Fine Summaries                                                                                                                                             | P000108-P000119    |
| September 25, 2019 E-mail from Nadia Haddad to Jeff Pope regarding mailing address change                                                                                                                       | P000120            |
| <b>6773 Granite River Lane Documents</b>                                                                                                                                                                        |                    |
| HOA Demand letter to Saticoy Bay LLC re: 6773 Granite River Lane, dated January 2, 2019                                                                                                                         | P000121-P000133    |
| Copper Creek Homeowners Association Compliance Log re: 6773 Granite River Lane                                                                                                                                  | P000134-P000165    |
| Copper Creek Homeowners Association Fine Summary re: 6773 Granite River Lane dated November 29, 2018                                                                                                            | P000166            |
| Copper Creek Homeowners Association Fine Summary re: 6773 Granite River Lane dated March 1, 2019                                                                                                                | P000167            |
| Copper Creek Homeowners Association Fine Summary re: 6773 Granite River Lane dated August 13, 2019                                                                                                              | P000168-P000169    |
| January 23, 2019 E-mail correspondence from Megan Rougeaux of Turn Key Property Solutions to S. Kelsey, Esq. Re: New Tenant - 6773 Granite River Lane                                                           | P000170-P000222    |
| Clark County Assessor’s Real Property Information Sheet – Re: 6773 Granite River                                                                                                                                | P000223-P000224    |
| Trustee’s Deed Upon Sale re: APN: 161-26-410-002, commonly known as 6773 Granite River Lane recorded March 15, 2013 as instrument #:201303150002574                                                             | P000225-P000228    |
| <b>6777 Travertine Lane Documents</b>                                                                                                                                                                           |                    |
| HOA Demand Letter to Travertine Lane Trust re: 6777 Travertine Lane dated January 2, 2019                                                                                                                       | P000229-P000241    |

|    |                                                                                                                                                        |                 |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1  | Copper Creek Homeowners Association Compliance Log re: 6777 Travertine Lane                                                                            | P000242-P000246 |
| 2  | Copper Creek Homeowners Association Fine Summary re: 6777 Travertine Lane dated November 29, 2018                                                      | P000247         |
| 3  | Copper Creek Homeowners Association Fine Summary re: 6777 Travertine Lane dated March 1, 2019                                                          | P000248         |
| 4  | Copper Creek Homeowners Association Fine Summary re: 6777 Travertine Lane dated August 13, 2019                                                        | P000249-P000250 |
| 5  | Clark County Assessor's Real Property Information Sheet re: 6777 Travertine Lane                                                                       | P000251-P000252 |
| 6  | Trustee's Deed Upon Sale re: APN: 161-26-410-010, commonly known as 6777 Travertine Lane recorded November 26, 2012 as instrument #: 201211260000511   | P000253-P000255 |
| 7  | 6838 Nickel Mine Ave Documents                                                                                                                         |                 |
| 8  | HOA Demand Letter to Nickel Mine Avenue Trust re: 6838 Nickel Mine Avenue dated January 2, 2019                                                        | P000256-P000269 |
| 9  | Copper Creek Homeowners Association Compliance Log re: 6838 Nickel Mine Avenue                                                                         | P000270-P000286 |
| 10 | Copper Creek Homeowners Association Fine Summary re: 6838 Nickel Mine Avenue dated November 29, 2018                                                   | P000287-P000288 |
| 11 | Copper Creek Homeowners Association Fine Summary re: 6838 Nickel Mine Avenue dated March 1, 2019                                                       | P000289-P000290 |
| 12 | Copper Creek Homeowners Association Fine Summary re: 6838 Nickel Mine Avenue dated August 13, 2019                                                     | P00291-P000292  |
| 13 | Clark County Assessor's Real Property Information Sheet re: 6838 Nickel Mine Avenue                                                                    | P000293-P000294 |
| 14 | Trustee's Deed Upon Sale re: APN: 161-26-411-110, commonly known as 6838 Nickel Mine Avenue recorded December 7, 2012 as instrument #:201212070002872  | P000295-P000297 |
| 15 | 6892 Nickel Mine Ave Documents                                                                                                                         |                 |
| 16 | HOA Demand Letter to Nickel Mine Avenue Trust re: 6892 Nickel Mine Avenue dated January 2, 2019                                                        | P000298-P000310 |
| 17 | Copper Creek Homeowners Association Compliance Log re: 6892 Nickel Mine Avenue                                                                         | P000311-P000322 |
| 18 | Copper Creek Homeowners Association Fine Summary re: 6892 Nickel Mine Avenue dated November 29, 2018                                                   | P000323         |
| 19 | Copper Creek Homeowners Association Fine Summary re: 6892 Nickel Mine Avenue dated March 1, 2019                                                       | P000324-P000325 |
| 20 | Copper Creek Homeowners Association Fine Summary re: 6892 Nickel Mine Avenue dated August 13, 2019                                                     | P000326-P000327 |
| 21 | Clark County Assessor's Real Property Information Sheet re: 6892 Nickel Mine Avenue                                                                    | P000328-P000329 |
| 22 | Trustee's Deed Upon Sale re: APN: 161-26-411-101, commonly known as 6892 Nickel Mine Avenue recorded December 10, 2012 as instrument #:201212100002604 | P000330-P000333 |
| 23 |                                                                                                                                                        |                 |
| 24 |                                                                                                                                                        |                 |
| 25 |                                                                                                                                                        |                 |
| 26 |                                                                                                                                                        |                 |
| 27 |                                                                                                                                                        |                 |
| 28 |                                                                                                                                                        |                 |

|    |                                                                                                                                                              |                 |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1  | <b>6896 Mahogany Meadows Documents</b>                                                                                                                       |                 |
| 2  | HOA Demand Letter to Mahogany Meadows Avenue Trust re: 6896 Mahogany Meadows Avenue dated January 2, 2019                                                    | P000334-P000346 |
| 3  | Copper Creek Homeowners Association Compliance Log re: 6896 Mahogany Meadows Avenue                                                                          | P000347-P000375 |
| 4  | Copper Creek Homeowners Association Fine Summary re: 6892 Nickel Mine Avenue dated December 18, 2018                                                         | P000376         |
| 5  | Copper Creek Homeowners Association Fine Summary re: 6892 Nickel Mine Avenue dated March 1, 2019                                                             | P000377         |
| 6  | Copper Creek Homeowners Association Fine Summary re: 6892 Nickel Mine Avenue dated August 13, 2019                                                           | P000378         |
| 7  | July 11, 2017 Courtesy Notice regarding Shutters Maintenance & Repair mailed to 6896 Mahogany Meadows Avenue                                                 | P000379-P000380 |
| 8  | July 11, 2017 Courtesy Notice regarding Shutters Maintenance & Repair mailed to PO Box 36208                                                                 | P000381-P000382 |
| 9  | August 2, 2017 Hearing Notice re: shutters mailed to 6896 Mahogany Meadows Avenue                                                                            | P000383-P000385 |
| 10 | August 2, 2017 Hearing Notice re: shutters mailed to PO Box 36208                                                                                            | P000386-P000388 |
| 11 | August 21, 2017 Notification of Hearing Outcome mailed to 6896 Mahogany Meadows Avenue                                                                       | P000389-P000391 |
| 12 | August 21, 2017 Notification of Hearing Outcome mailed to PO Box 36208                                                                                       | P000392-P000394 |
| 13 | October 27, 2017 letter from Nadia Haddad re: 6896 Mahogany Meadows – maintenance and repairs completed                                                      | P000395         |
| 14 | November 30, 2017 email from McKenzie Adams re: 6896 Mahogany Meadows                                                                                        | P000396         |
| 15 | July 24, 2019 E-mail correspondence from Ricardo Greer of Turn Key Property Solutions Re: 6896 Mahogany Meadow Lease                                         | P000397-P000413 |
| 16 | Clark County Assessor's Real Property Information Sheet re: 6896 Mahogany Meadows Avenue                                                                     | P000414-P000415 |
| 17 | Trustee's Deed Upon Sale re: APN: 161-26-310-011, commonly known as 6896 Mahogany Meadows Avenue recorded February 14, 2013 as instrument #: 201302140001796 | P000416-P000419 |
| 18 | <b>6915 Silver State Avenue Documents</b>                                                                                                                    |                 |
| 19 | HOA Demand Letter to Satcoy Bay LLC re: 6915 Silver State Avenue dated November 30, 2018                                                                     | P000420-P000441 |
| 20 | Copper Creek Homeowners Association Compliance Log re: 6915 Silver State Avenue                                                                              | P000442-P000468 |
| 21 | Copper Creek Homeowners Association Fine Summary re: 6915 Silver State Avenue dated September 19, 2018                                                       | P000469         |
| 22 | Copper Creek Homeowners Association Fine Summary re: 6915 Silver State Avenue dated November 29, 2018                                                        | P000470         |
| 23 | Copper Creek Homeowners Association Fine Summary re: 6915 Silver State Avenue dated March 1, 2019                                                            | P000471         |

|    |                                                                                                                                                          |                 |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1  | Copper Creek Homeowners Association Fine Summary re: 6915 Silver State Avenue dated August 13, 2019                                                      | P000472         |
| 2  | February 6, 2018 Hearing Notice re: leasing of 6915 Silver State Avenue                                                                                  | P000473-P000475 |
| 3  | March 19, 2018 Letter requesting Hardship Exemption regarding leasing of 6915 Silver State Avenue                                                        | P000476-P000479 |
| 4  | August 22, 2018 Notification of Hearing Outcome re: 6915 Silver State Parking Violation                                                                  | P000480-P000483 |
| 5  | October 29, 2018 E-mail correspondence from Nadia Haddad to Elizabeth Padilla/ Level Property Management re: 6915 Silver State - Violations              | P000484-P000496 |
| 6  | May 25, 2019 E-mail correspondence from E. Haddad re: rental waiting list                                                                                | P000497         |
| 7  | Clark County Assessor's Real Property Information Sheet re: 6915 Silver State Avenue                                                                     | P000498-P000499 |
| 8  | Trustee's Deed Upon Sale re: APN: 161-26-410-082 commonly known as 6915 Silver State Avenue recorded September 26, 2013 as Instrument #: 201309260002275 | P000500-P000502 |
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# EXHIBIT 2

# EXHIBIT 2

1 MICHAEL F. BOHN, ESQ.  
Nevada Bar No.: 1641  
2 [mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
ADAM R. TRIPPIEDI, ESQ.  
3 Nevada Bar No.: 12294  
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4 LAW OFFICES OF  
MICHAEL F. BOHN, ESQ., LTD.  
5 2260 Corporate Circle, Suite 480  
Henderson, Nevada 89074  
6 (702) 642-3113/ (702) 642-9766 FAX  
Attorney for defendants  
7

8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

10 COPPER CREEK HOMEOWNERS  
11 ASSOCIATION, a Nevada Non-profit  
Corporation,

12 Plaintiff,

13 vs.

14 NICKEL MINE AVENUE TRUST, a Nevada  
15 irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
16 MAHOGANY MEADOWS AVENUE TRUST,  
a Nevada irrevocable trust; SATICOY BAY  
17 LLC, a Nevada Limited Liability Company;  
DOES I through V; and ROE CORPORATIONS  
18 I through V

19 Defendants.

CASE NO.: A-19-791060-C  
DEPT NO.: XXVIII

**DEFENDANTS' 16.1 CONFERENCE LIST  
OF WITNESSES AND DOCUMENTS**

20 Come now defendants, Nickel Mine Avenue Trust, Travertine Lane Trust, Mahogany Meadows  
21 Avenue Trust, and Saticoy Bay LLC, by and through their attorneys, the Law Offices of Michael F. Bohn,  
22 Esq., Ltd., provide the following list of witnesses and documents pursuant to the provision of NRCP 16.1:

23 **A. LIST OF WITNESSES**

24 1. Eddie Haddad, PMK for defendants  
c/o Michael F. Bohn, Esq.  
25 2260 Corporate Circle, Ste. 480  
Henderson, NV 89074  
26

27 Mr. Haddad is expected to testify as to the facts surrounding the allegations contained in the  
28 Complaint and Answer on file herein.



1 2. Ryan Welch, PMK for LN Management LLC  
2 c/o Michael F. Bohn, Esq.  
3 2260 Corporate Circle, Ste. 480  
4 Henderson, NV 89074

5 Mr. Welch is expected to testify as to the facts surrounding the allegations contained in the  
6 Complaint and Answer on file herein.

7 **B. DOCUMENTS**

8 The following documents are provided pursuant to the provisions of NRC 16.1:

9 **RE: 6892 Nickel Mine Ave.:**

- 10 1. 20050914-5005 Grant Bargain Sale Deed, bates stamps NM000001 - NM000006;
- 11 2. 20050914-5006 Grant Bargain Sale Deed, bates stamps NM000007 - NM000009;
- 12 3. 20050914-5007 Deed of Trust, bates stamps NM000010 - NM000032;
- 13 4. 20051219-0015 Deed of Trust, bates stamps NM000030 - NM000056;
- 14 5. 20070418-2823 Quit Claim Deed, bates stamps NM000057 - NM000059;
- 15 6. 20070511-4965 Quit Claim Deed, bates stamps NM000060 - NM000064;
- 16 7. 20070511-4966 Declaration of Homestead, bates stamps NM000065;
- 17 8. 20071217-3246 Release of Lien, bates stamps NM000066;
- 18 9. 20090604-2702 Substitution of Trustee, bates stamps NM000067;
- 19 10. 20090702-4173 Grant Bargain Sale Deed, bates stamps NM000068 - NM000071;
- 20 11. 20090702-4174 Affirmation and Deed of Trust, bates stamps NM000072 - NM000084;
- 21 12. 20090903-1467 Notice of Sale, bates stamps NM000085 - NM000086;
- 22 13. 20090928-3967 Notice of Default, bates stamps NM000087 - NM000088;
- 23 14. 20100727-4000 Substitution of Trustee, bates stamps NM000089 - NM000090;
- 24 15. 20101013-2175 Notice of Lien, bates stamps NM000091 - NM000092;
- 25 16. 20101116-2314 Notice of Default, bates stamps NM000093 - NM000094;
- 26 17. 20110419-0701 Notice of Lien, bates stamps NM000095;
- 27 18. 20111012-2746 Assignment of Deed of Trust, bates stamps NM000096 - NM000097;
- 28 19. 20111222-1328 Notice of Lien, bates stamps NM000098;
20. 20120830-4388 Notice of Lien, bates stamps NM000099;

- 1 21. 20121005-0639 Notice of Sale, bates stamps NM000100 - NM000102;
- 2 22. 20121130-1606 Notice of Lien, bates stamps NM000103;
- 3 23. 20121210-2604 Trustee's Deed Upon Sale, bates stamps NM000104 - NM000107;
- 4 24. 20140226-1584 Notice of Lis Pendens, bates stamps NM000108 - NM000110;
- 5 25. 20140422-2737 Notice of Claim of Lien, bates stamps NM000111;
- 6 26. 20141203-3116 Request for Notifications of Default, bates stamps NM000112;
- 7 27. 20141230-3200 Notice of Lien, bates stamps NM000113;
- 8 28. 20150129-1107 Assignment of Deed of Trust, bates stamps NM000114 - NM000115;
- 9 29. 20150529-1215 Notice of Lien, bates stamps NM000116;
- 10 30. 20150904-1583 Substitution of Trustee, bates stamps NM000117 - NM000118;
- 11 31. 20150904-1584 Notice of Breach, bates stamps NM000119 - NM000124;
- 12 32. 20151130-0685 Notice of Lien, bates stamps NM000125;
- 13 33. 20160223-0175 Notice of Lien, bates stamps NM000126 - NM000127;
- 14 34. 20160525-0259 Notice of Lien, bates stamps NM000128;
- 15 35. 20170120-2656 Notice of Lien, bates stamps NM000129;
- 16 36. 20170707-2216 Notice of Lis Pendens, bates stamps NM000130 - NM000139;
- 17 37. 20170913-3028 Notice of Lien, bates stamps NM000140;
- 18 38. 20171212-1782 Release of Lien, bates stamps NM000141;
- 19 39. 20171212-1783 Release of Lien, bates stamps NM000142;
- 20 40. 20171212-1784 Release of Lien, bates stamps NM000143;
- 21 41. 20171212-1785 Release of Lien, bates stamps NM000144;
- 22 42. 20171212-1786 Release of Lien, bates stamps NM000145;
- 23 43. 20171212-1787 Release of Lien, bates stamps NM000146;
- 24 44. 20171212-1788 Release of Lien, bates stamps NM000147;
- 25 45. 20171212-1789 Release of Lien, bates stamps NM000148;
- 26 46. 20171212-1790 Release of Lien, bates stamps NM000149;
- 27 47. 20171212-1791 Release of Lien, bates stamps NM000150;
- 28 ...

- 1 48. 20171214-1766 Discharge and Release of Notice of Lis Pendens, bates stamps NM000151 -  
2 NM000152;
- 3 49. 20190110-0018 Judgment, bates stamps NM000153 - NM000157;
- 4 **RE: 6777 Travertine Lane:**
- 5 50. **20190531-2814** Notice of Lien, bates stamps NM000158;
- 6 51. 20071023-3445 Grant Bargain Sale Deed, bates stamps NM000159 - NM000162;
- 7 52. 20071023-3446 Deed of Trust, bates stamps NM000163 - NM000180;
- 8 53. 20090305-0163 Notice of Lien, bates stamps NM000181 - NM000182;
- 9 54. 20100311-1526 Notice of Lien, bates stamps NM000183 - NM000184;
- 10 55. 20100422-2732 Assign to Ocwen, bates stamps NM000185 - NM000186;
- 11 56. 20100422-2733 Substitution of Trustee, bates stamps NM000187;
- 12 57. 20100422-2734 Notice of Default, bates stamps NM000188 - NM000191;
- 13 58. 20101001-0924 Notice of Rescission, bates stamps NM000192;
- 14 59. 20110225-0969 Notice of Rescission, bates stamps NM000193 - NM000194;
- 15 60. 20120110-1042 Substitution of Trustee, bates stamps NM000195 - NM000196;
- 16 61. 20120222-1403 Notice of Lien, bates stamps NM000197;
- 17 62. 20120326-1290 Notice of Default, bates stamps NM000198 - NM000199;
- 18 63. 20121011-1297 Notice of Sale, bates stamps NM000200 - NM000201;
- 19 64. 20121126-0511 Foreclosure Deed, bates stamps NM000202 - NM000204;
- 20 65. 20121228-1688 Notice of Rescission, bates stamps NM000205;
- 21 66. 20130326-1427 Release of Lien, bates stamps NM000206 - NM000207;
- 22 67. 20130603-0519 Assign to Nationstar, bates stamps NM000208 - NM000209;
- 23 68. 20140814-1807 Notice of Breach, bates stamps NM000210 - NM000215;
- 24 69. 20140923-2637 Notice of Lien, bates stamps NM000216;
- 25 70. 20141223-0173 Certificate, bates stamps NM000217 - NM000218;
- 26 71. 20150113-1627 Corporate Assignment, bates stamps NM000219 - NM000220;
- 27 72. 20150113-1628 Notice of Trustee's Sale, bates stamps NM000221 - NM000222;
- 28 73. 20150203-4030 Request for Notice, bates stamps NM000223;

- 1 74. 20150306-0160 Notice of Lien, bates stamps NM000224;  
2 75. 20150827-2474 Notice of Lien, bates stamps NM000225;  
3 76. 20160223-0176 Notice of Lien, bates stamps NM000226 - NM000227;  
4 77. 20160526-0741 Notice of Lien, bates stamps NM000228;  
5 78. 20161123-2507 Notice of Lien, bates stamps NM000229;  
6 79. 20170524-2102 Notice of Lien, bates stamps NM000230;  
7 80. 20170804-2530 Notice of Lis Pendens, bates stamps NM000231 - NM000240;  
8 **RE: 6896 Mahogany Meadows Ave:**  
9 81. 20080116-0145 Notice of Lien, bates stamps NM000241 - NM000242;  
10 82. 20080701-4445 Grant Bargain Sale Deed, bates stamps NM000243 - NM000246;  
11 83. 20080701-4446 Deed of Trust, bates stamps NM000247 - NM000257;  
12 84. 20090227-0533 Notice of Lien, bates stamps NM000258 - NM000259;  
13 85. 20110418-1911 Notice of Lien, bates stamps NM000260 - NM000261;  
14 86. 20110523-2690 Notice of Default, bates stamps NM000262 - NM000263;  
15 87. 20120824-3824 Notice of Default, bates stamps NM000264 - NM000265;  
16 88. 20121221-2486 Notice of Sale, bates stamps NM000266 - NM000268;  
17 89. 20130214-1796 Foreclosure Deed, bates stamps NM000269 - NM000272;  
18 90. 20161129-0698 Substitution of Trustee, bates stamps NM000273 - NM000274;  
19 91. 20170614-1581 Notice of Lis Pendens, bates stamps NM000275 - NM000277.

20 Defendants, Nickel Mine Avenue Trust, Travertine Lane Trust, Mahogany Meadows Avenue  
21 Trust, and Saticoy Bay LLC reserve the right to supplement this list of document with documents which  
22 may become know through the discovery process and documents necessary for rebuttal and/or  
23 impeachment.

24 Pursuant to NRS 52.260(4), the defendants intend to use these documents in motion practice  
25 and/or trial in this case.

26 The defendants also reserve the right to supplement the list of witnesses with those who become  
27 know and available. All of the parties' listed witnesses and documents are incorporated herein.

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**C. COMPUTATION OF DAMAGES**

Defendants, Nickel Mine Avenue Trust, Travertine Lane Trust, Mahogany Meadows Avenue Trust, and Saticoy Bay LLC seek an order of quiet title free and clear of all liens and encumbrances claimed by plaintiff.

**D. INSURANCE POLICIES**

Defendants are not aware of any insurance agreements at this time, and reserve the right to supplement this initial disclosure to add relevant information.

DATED this 24th of October, 2019.

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

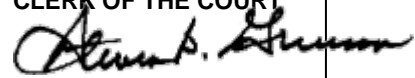
By: /s/ Michael F. Bohn, Esq./  
Michael F. Bohn, Esq.  
2260 Corporate Circle, Ste. 480  
Henderson, NV 89074  
Attorney for defendants

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 24th day of October, 2019, a copy of the **DEFENDANTS’ 16.1 CONFERENCE LIST OF WITNESSES AND DOCUMENTS** was served via the Court’s electronic service system, addressed as follows:

Bradley Epstein, Esq.  
Scott P. Kelsey, Esq.  
ANGIUS & TERRY LLP  
9127 W. Russell Rd., Suite 220  
Las Vegas, NV 89148

/s/ /Maggie Lopez/  
An Employee of the LAW OFFICES OF  
MICHAEL F. BOHN, ESQ., LTD.



1 **RIS**

2 Bradley Epstein, Esq. SBN 5296  
3 Scott P. Kelsey, Esq. SBN 7770  
4 David M. Bray, Esq. SBN 12706  
5 ANGIUS & TERRY LLP  
6 9127 W. Russell Road, Ste. 220  
7 Las Vegas, NV 89148  
8 Telephone: (702) 990-2017  
9 Facsimile: (702) 990-2018  
10 [skelsey@angius-terry.com](mailto:skelsey@angius-terry.com)  
11 [dbray@angius-terry.com](mailto:dbray@angius-terry.com)  
12 *Attorneys for Plaintiff*

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

15 COPPER CREEK HOMEOWNERS  
16 ASSOCIATION a Nevada Nonprofit  
17 Corporation,

18 Plaintiffs,

19 v.

20 NICKEL MINE AVENUE TRUST, a Nevada  
21 irrevocable trust; TRAVERTINE LANE  
22 TRUST, a Nevada irrevocable trust;  
23 MAHOGANY MEADOWS AVENUE  
24 TRUST, a Nevada irrevocable trust;  
25 SATICOY BAY, LLC, a Nevada Limited  
26 Liability Company; DOES I through V; and  
27 ROE CORPORATIONS I through V,

28 Defendants.

Case No.: A-19-791060-C  
Dept. No.: XXVIII

**PLAINTIFF'S REPLY IN SUPPORT OF**  
**PLAINTIFF'S MOTION FOR**  
**SUMMARY JUDGMENT**

22 COMES NOW Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION  
23 ("Copper Creek HOA"), by and through Its attorneys, ANGIUS & TERRY LLP, and hereby  
24 files Plaintiff's Reply in Support of Plaintiff's Motion for Summary Judgment.

25 This Reply is made and based upon the attached Memorandum of Points and  
26 Authorities, together with all papers and pleadings on file herein, which are hereby incorporated  
27  
28

1 by this reference, as well as any oral arguments that may be heard at the time of the hearing of  
2 this matter.

3 DATED: November 19, 2019.

ANGIUS & TERRY LLP

4 /s/ David Bray

5 By

Bradley Epstein, Esq. SBN 5296

6 Scott P. Kelsey, Esq. SBN 7770

7 David M. Bray, Esq. SBN 12706

9127 W. Russell Road, Suite 220

8 Las Vegas, Nevada 89148

9 Attorneys for Plaintiff

Copper Creek Homeowners Association

10 **MEMORANDUM OF POINTS AND AUTHORITIES**

11 **I. INTRODUCTION**

12 Defendants' instant Opposition to Plaintiff's Motion for Summary Judgment provides  
13 three (3) points of contention as to why this Court should not award Plaintiff summary judgment  
14 on its breach of contract claim: (1) that no affidavit from a person with personal knowledge  
15 about any of the matters was attached to Plaintiff's original Motion; (2) there is no evidence to  
16 indicate that Plaintiff followed the necessary statutory provisions for assessing its fines against  
17 Defendants; and (3) that Plaintiff's damages are capped at \$1,000.00 per individual Defendant.  
18 As outlined below, each of these alleged defenses of Defendants' blatant violations of the  
19 Settlement Agreement are without merit and should be summarily dismissed.  
20  
21

22 **II. ARGUMENT**

23 **A. Plaintiff Has Followed All the Requisite Statutory Provisions in Its Assessment of**  
24 **Fines Against Defendants For Its Violation Of The Settlement Agreement**

25 The assertion that Plaintiff has failed to follow the statutory provisions outlined in NRS  
26 116 et seq. for assessing fines against Defendants for their breach of the Settlement Agreement  
27 attempts to ignore the uncontested documentary evidence disclosed by Plaintiff in this matter.  
28

1 Plaintiff has met all the requisite requirements, including providing adequate notice and an  
2 opportunity to be heard to Defendants, for their violations of the Settlement Agreement.<sup>1</sup>  
3 Moreover, Defendants have had legal counsel present at one of the hearings.<sup>2</sup> Additionally, Jeff  
4 Pope, the community manager for Plaintiff, has and can attest to the authenticity of the attached  
5 documents, including both the Notices of Hearing and the Fine Ledgers attached to Plaintiff's  
6 original Motion for Summary Judgment.<sup>3</sup> As such, there is no genuine issue of material fact  
7 regarding the authenticity of the attached exhibits or that Plaintiff has failed to meet all the  
8 statutory provision outlined in NRS 116.31031(4) for its assessment of fines against  
9 Defendants.  
10

11 **B.** [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]

26 <sup>1</sup> See Exhibit "12" – Notices of Violations.

27 <sup>2</sup> See Exhibit "13" - Correspondence dated 03-19-18 re: Saticoy Bay LLC Series 6915 Silver  
State's Hardship Exemption Request.

28 <sup>3</sup> See Exhibit "14" – Affidavit of Jeff Pope.

<sup>4</sup> See Defendants' Opposition at p. 5:19-21.



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[REDACTED]

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27 <sup>5</sup> See NRS 116.31031(1)(b).  
28 <sup>6</sup> See Exhibit “13” – Correspondence dated 03-19-18 re: Saticoy Bay LLC Series 6915 Silver State’s Hardship Exemption Request.

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C. [REDACTED]  
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\\\

1       **III.    CONCLUSION**

2       [REDACTED]

3       [REDACTED]

4       [REDACTED]

5       [REDACTED]

6       [REDACTED]

7               DATED: November 19, 2019.

ANGIUS & TERRY LLP

8                       /s/   David Bray

9       By: \_\_\_\_\_

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

**CERTIFICATE OF SERVICE**

I hereby certify on this 19<sup>th</sup> day of November, 2019, I served a true and correct copy of the foregoing **PLAINTIFF'S REPLY IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** via the Eighth Judicial District Court electronic filing and service system, on all parties requiring service.

I further certify that I provided a true and correct copy of **PLAINTIFF'S REPLY IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** without redactions to Department XXVIII for in camera review via hand delivery.

I further certify that I served a true and correct unredacted copy of **PLAINTIFF'S REPLY IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** electronically, via Hightail, on the parties below:

Michael F. Bohn, Esq.  
Adam Trippiedi, Esq.  
Law Offices of  
Michael F. Bohn, Esq., Ltd.  
2260 Corporate Circle, Suite 480  
Henderson, NV 89074  
Attorney for Defendants

/s/ Amy McConnell

\_\_\_\_\_  
An employee of Angius & Terry LLP

# EXHIBIT 12

# EXHIBIT 12

## **Exhibit 12**

Every document in this exhibit has been redacted in its entirety pursuant to *Order Granting Plaintiff's Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Redacting Court Records on Order Shortening Time* filed September 24, 2019.

A true and correct copy of the documents will be provided without redactions to Department XXVIII for in camera review via hand delivery. Further, a true and correct copy of the unredacted documents will be provided to Attorney for Defendants electronically, via Hightail.

# EXHIBIT 13

# EXHIBIT 13

## GEISENDORF & VILKIN, PLLC

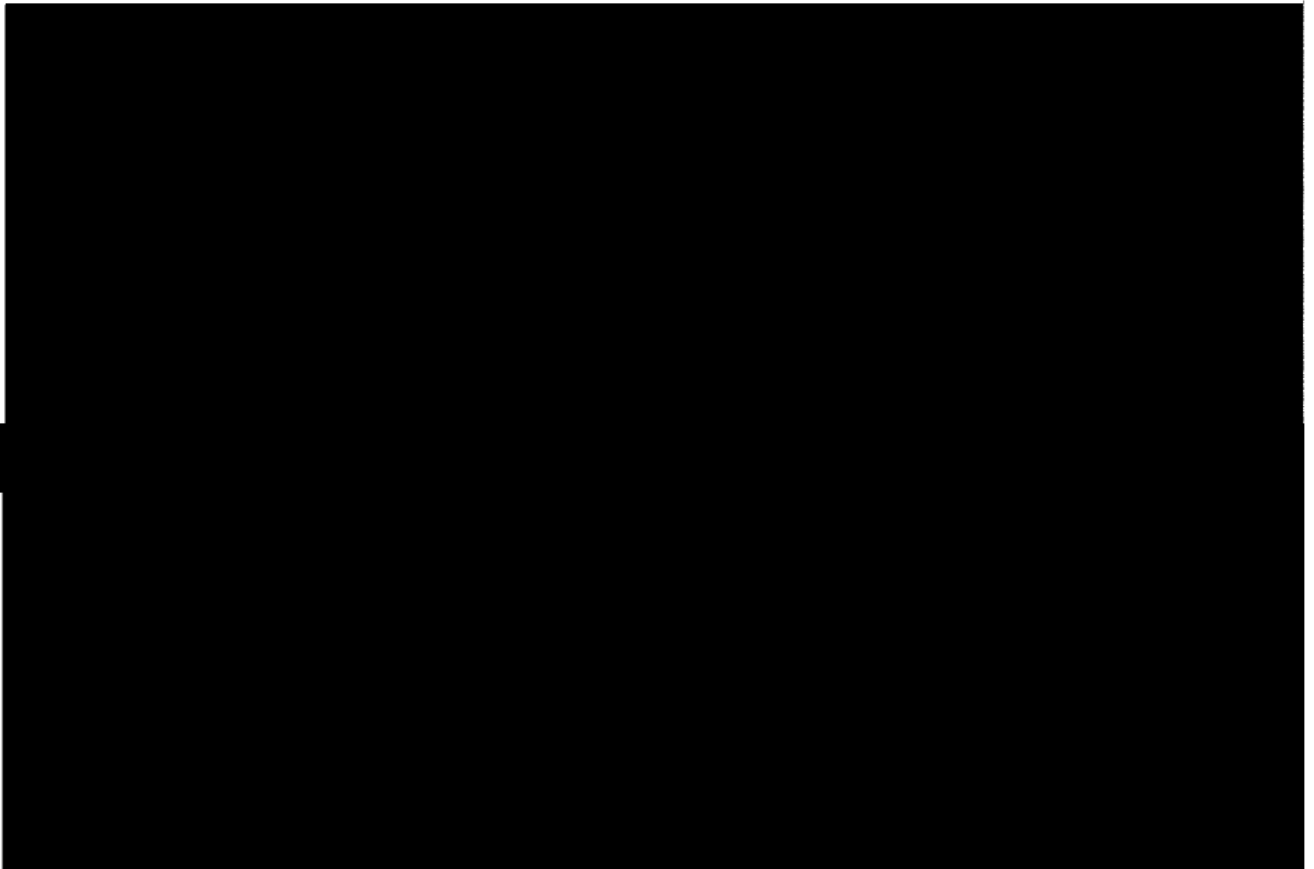
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2470 St. Rose Parkway, Suite 309  
Henderson, Nevada 89074  
Tel: (702) 873-5868 Fax: (702) 548-6335

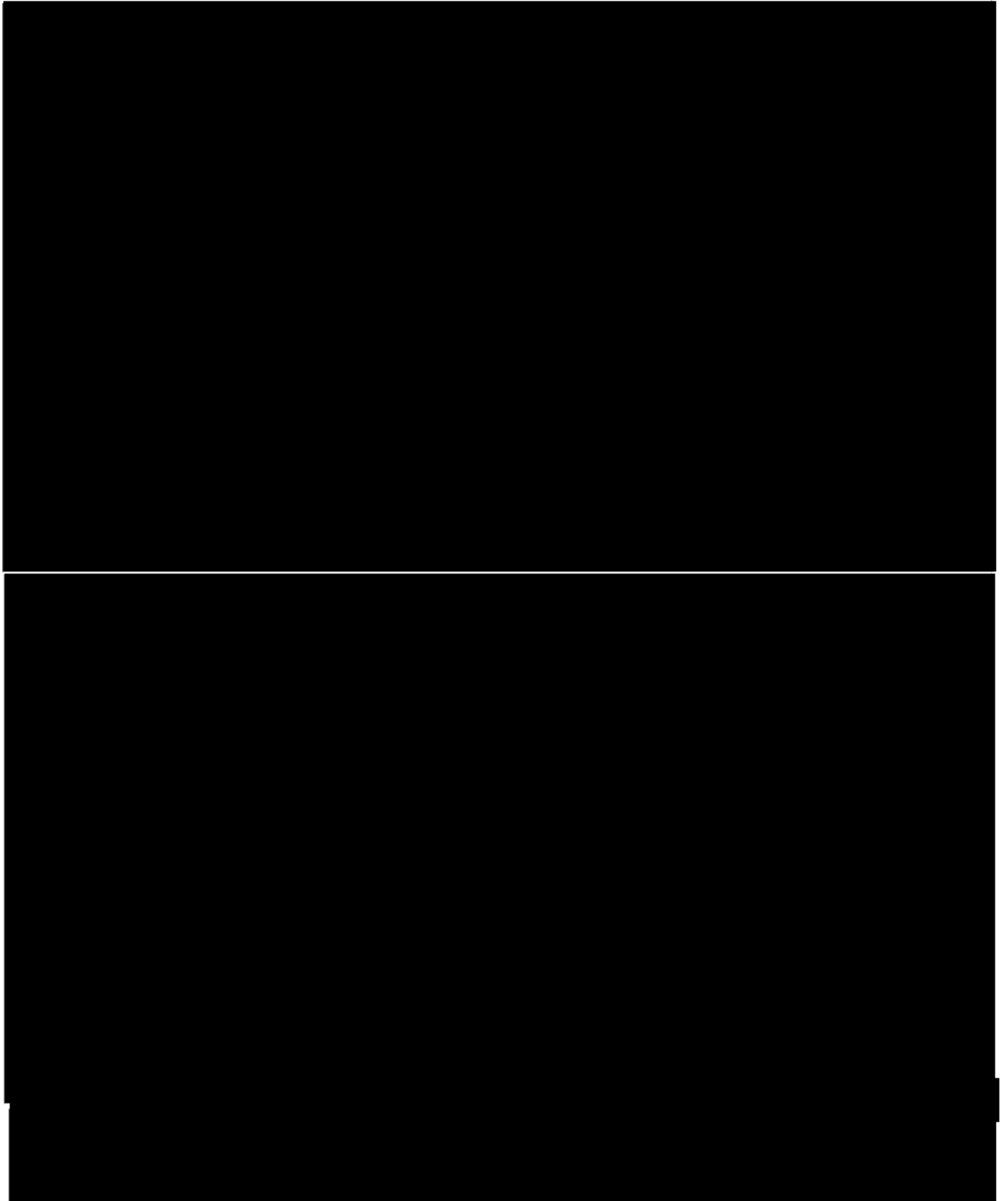
March 19, 2018

BY FAX TRANSMISSION ONLY

Copper Creek HOA  
c/o Level Property Management  
8966 Spanish Ridge Ave., Suite 100  
Las Vegas, NV 89148  
Fax No.: (702) 444-2416









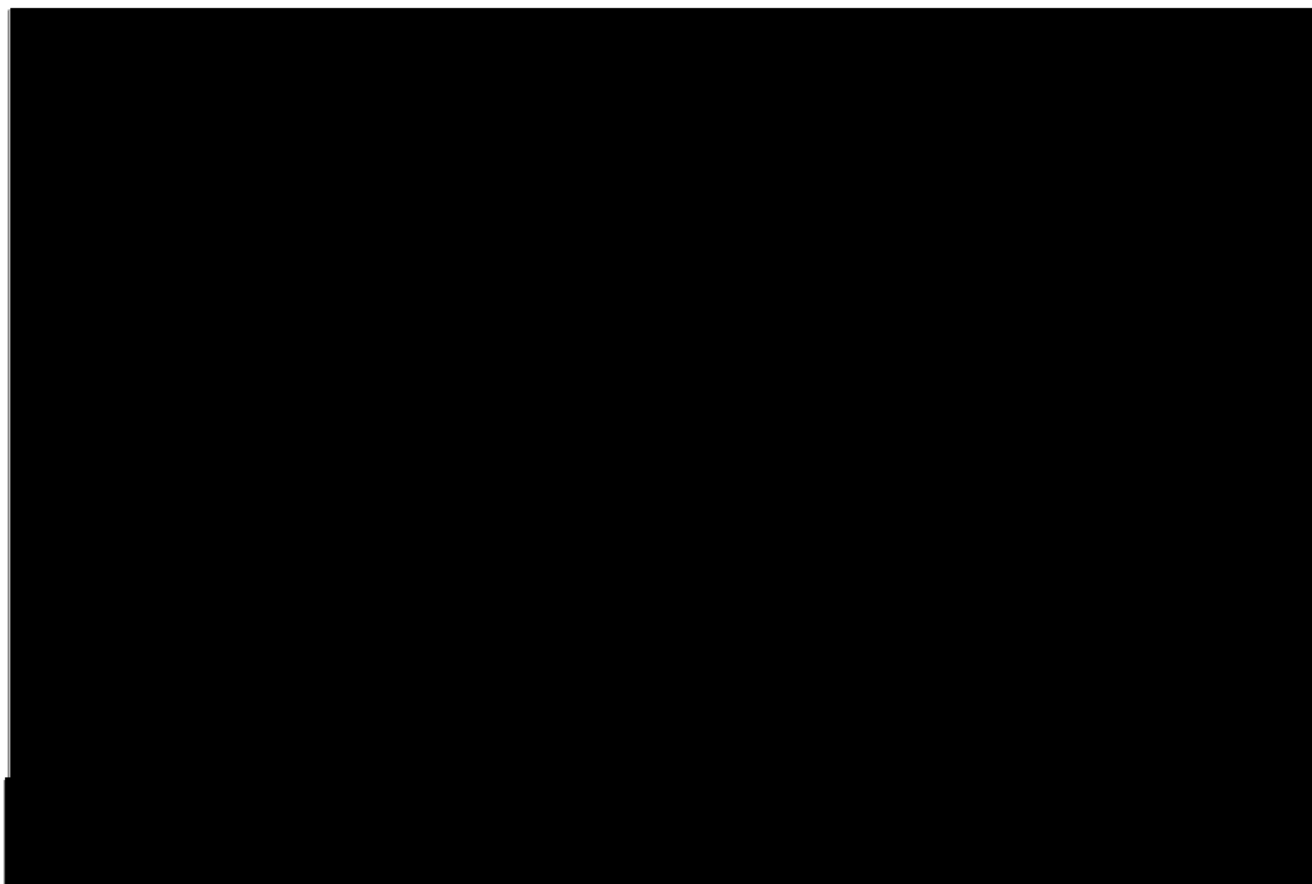
I will be present at the hearing and available to discuss the matter and answer your questions. Should you desire additional information or documentation, please advise. Thank you.

Very truly yours,

GEISENDORF & VILKIN, PLLC

/s/ Richard Vilkin  
Richard Vilkin, Esq.

Cc: Saticoy Bay LLC Series 6915 Silver State  
Attachment as stated



# EXHIBIT 14

# EXHIBIT 14

**AFFIDAVIT OF JEFF POPE IN SUPPORT OF PLAINTIFF'S MOTION FOR  
SUMMARY JUDGMENT**

STATE OF NEVADA     )  
                                      ) ss  
COUNTY OF CLARK    )

I, JEFF POPE, do hereby affirm under penalty of perjury that the assertions of this Affidavit are true, as follows:

I am a supervising community manager with Level Community Management and the community manager for Plaintiff COPPER CREEK HOMEOWNERS ASSOCIATIONS ("Association"), in this action. This Affidavit is made in support of the Association's Motion for Summary Judgment. I have personal knowledge of and am familiar with the facts set forth herein all of which are true and correct, except those matters stated to be upon information and belief, and so to those matter, I believe them to be true.

1. Exhibit "2" of the Association's Motion for Summary Judgment is a true and correct copy of the Settlement Agreement and Release dated 09-16-17, between Copper Creek Homeowners Association and Defendants NICKEL MINE AVENUE TRUST, TRAVERTINE LANE TRUST, MAHOGANY MEADOWS TRUST, AND SATICOY BAY, LLC.

2. Exhibit "5" of the Association's Motion for Summary Judgment is a true and correct copy of an email correspondence chain, including a correspondence from Megan Rougeaux of Turn Key Property Solution, dated 01-22-19.

3. Exhibit "6" of the Association's Motion for Summary Judgment is a true and correct copy of the Association's fine ledger for 6838 Nickel Mine Avenue.

4. Exhibit "7" of the Association's Motion for Summary Judgment is a true and correct copy of the Association's fine ledger for 6892 Nickel Mine Avenue.

1 5. Exhibit "8" of the Association's Motion for Summary Judgment is a true and correct  
2 copy of the Association's fine ledger for 6777 Travertine Lane.

3 6. Exhibit "9" of the Association's Motion for Summary Judgment is a true and correct  
4 copy of the Association's fine ledger for 6896 Mahogany Meadows Avenue.

5 7. Exhibit "10" of the Association's Motion for Summary Judgment is a true and correct  
6 copy of the Association's fine ledger for 6773 Granite River Lane.

7 8. Exhibit "11" of the Association's Motion for Summary Judgment is a true and correct  
8 copy of the Association's fine ledger for 6915 Silver State Avenue.

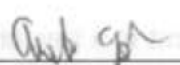
9 9. Exhibit "12" of the Association's Motion for Summary Judgment are true and correct  
10 copies of the Association's Notices of Hearing for [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]

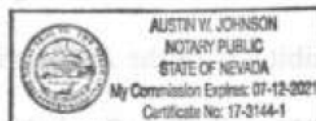
15 10. Exhibit "13" of the Association's Motion for Summary Judgment is a true and correct  
16 copy of a correspondence from Defendant Satcoy Bay LLC's counsel, Geisendorf & Vilkin,  
17 PLLC to the Association [REDACTED] dated 03-19-  
18 18.  
19

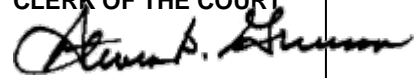
20 Further, Affiant sayeth not.  
21

22  
23   
JEFF POPE

24 **SUBSCRIBED and SWORN** to  
25 before me this 19 day of November, 2019.

26   
27 **NOTARY PUBLIC** in and for  
28 County of Clark, State of Nevada





**NOTC**

Bradley Epstein, Esq. SBN 5296  
David M. Bray, Esq. SBN 12706  
ANGIUS & TERRY LLP  
9127 W. Russell Road, Ste. 220  
Las Vegas, NV 89148  
Telephone: (702) 990-2017  
Facsimile: (702) 990-2018  
[bepstein@angius-terry.com](mailto:bepstein@angius-terry.com)  
[dbray@angius-terry.com](mailto:dbray@angius-terry.com)  
*Attorneys for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiffs,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**NOTICE OF DISSOCIATION OF  
COUNSEL**

**TO THE COURT, ALL PARTIES HEREIN AND THEIR ATTORNEYS OF  
RECORD:**

**PLEASE TAKE NOTICE** that, effective immediately, Scott P. Kelsey, Esq., of the  
law firm of Angius & Terry LLP hereby disassociates himself as counsel of record for Plaintiff,  
COPPER CREEK HOMEOWNERS ASSOCIATION. Please amend your service list

1 accordingly.

2 Dated this 15<sup>th</sup> day of January, 2020.

ANGIUS & TERRY LLP

3 */s/ Bradley Epstein*

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

5 Bradley Epstein, Esq. SBN 5296  
6 David M. Bray, Esq. SBN 12706  
7 9127 West Russell Road, Ste. 220  
8 Las Vegas, NV 89148  
9 *Attorneys for Plaintiff*

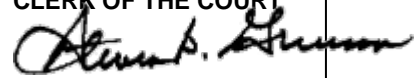
10 **CERTIFICATE OF SERVICE**

11 I hereby certify that on this 15<sup>th</sup> day of January, 2020, I served a true and correct copy  
12 of the foregoing **NOTICE OF DISSOCIATION OF COUNSEL** via the Eighth Judicial  
13 District Court electronic filing and service system on all parties requiring notice.  
14

15 */s/ Amy McConnell*

16 \_\_\_\_\_  
17 An Employee of Angius & Terry LLP  
18  
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28





**BREF**

Bradley Epstein, Esq. SBN, 5296  
David M. Bray, Esq. SBN 12706  
ANGIUS & TERRY LLP  
9127 W. Russell Road., Ste. 220  
Las Vegas, NV 89148  
Telephone: (702) 990-2017  
Facsimile: (702) 990-2018  
[bespstein@angius-terry.com](mailto:bespstein@angius-terry.com)  
[dbray@angius-terry.com](mailto:dbray@angius-terry.com)  
*Attorneys for Plaintiff*

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

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiffs,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C  
Dept. No.: XXVIII

**PLAINTIFF'S EVIDENTIARY BRIEF**  
**REGARDING PLAINTIFF'S DAMAGES**  
**& INJUNCTION BOND**

**DATE:** February 13, 2020  
**TIME:** 9:30 a.m.

COMES NOW Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION  
("Copper Creek HOA"), by and through its attorneys, ANGIUS & TERRY LLP, and hereby  
submits Copper Creek HOA's Evidentiary Brief related to: (1) whether NRS 116.31031 caps  
Copper Creek HOA's damages against Defendants NICKEL MINE AVENUE TRUST;  
TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and  
SATICOY BAY, LLC (collectively "Defendants") to \$1,000.00 for each of the six (6)

1 properties involved in this matter; and [REDACTED]  
2 [REDACTED]  
3 [REDACTED].

4 This Brief is made and based upon the attached Memorandum of Points and Authorities,  
5 together with all papers and pleadings on file herein, which are hereby incorporated by this  
6 reference, as well as any oral arguments that may be heard at the time of the hearing of this  
7 matter.  
8

9 DATED: February 6, 2020.

ANGIUS & TERRY LLP

/s/ David Bray

11 By

12 Bradley Epstein, Esq. SBN, 5296  
13 David M. Bray, Esq. SBN 12706  
14 9127 W. Russell Road., Ste. 220  
15 Las Vegas, NV 89148  
16 *Attorneys for Plaintiff*

17 **MEMORANDUM OF POINTS AND AUTHORITIES**

18 **I. STATEMENT OF FACTS & PROCEDURAL HISTORY**

19 This matter arises from Defendants' material breach of a confidential Settlement  
20 Agreement and Release ("Settlement Agreement"), which was reached as part of a prior lawsuit  
21 between the parties.<sup>1</sup> [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]

25  
26  
27 <sup>1</sup> To preserve the confidential nature of the Settlement Agreement, Copper Creek HOA has redacted large  
28 portions of the instant Brief, but will provide unredacted versions to both Defendants and the Court for in-camera  
review; *See* Order Granting Plaintiff's Motion for Leave to File a Motion for Summary Judgment with Redaction  
Pursuant to Nevada Rules for Sealing and Redacting Court Records on Order Shortening Time, filed 09-24-19.

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[REDACTED]

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[REDACTED]

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<sup>2</sup> *Id.* (emphasis added).

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

On March 13, 2019, Plaintiff filed a Complaint against Defendants alleging claims of (1) breach of contract; (2) breach of covenant of good faith and fair dealing; (3) fraud in the inducement/intentional misrepresentation; (4) negligent misrepresentation; and (5) civil conspiracy. On October 22, 2019, Plaintiff filed a Motion for Summary Judgment, specifically on Plaintiff's breach of contract claim.<sup>4</sup>

On November 26, 2019, the Court granted Plaintiff's Motion for Summary Judgment in part, specifically finding that Defendants had violated the Settlement Agreement reached by the

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<sup>3</sup> *Id.*

<sup>4</sup> See Plaintiff's Motion for Summary Judgment, filed 10-22-19.

1 parties. [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]

20 Pursuant to the Court's instruction, Plaintiff's instant evidentiary brief addresses both  
21 issues below.

22 **II. ARGUMENT**

- 23  
24 **1. Although NRS 116.31031 Limits Copper Creek HOA to \$1,000.00 in fines**  
25 **assessed against each of the six (6) properties, Copper Creek HOA is also**  
26 **entitled to its attorney's fees and costs as a prevailing party pursuant to the**  
27 **express terms of the Settlement Agreement**

28  

---

<sup>5</sup> See District Court Minutes, dated 11-26-19 (emphasis added).

1 NRS 116.31031 reads in pertinent part:

2 1. Except as otherwise provided in this section, if a unit's owner or a tenant  
3 or an invitee of a unit's owner or a tenant violates any provision of the  
4 governing documents of an association, the executive board may, if the  
governing documents so provide:

5 ...

6 (b) Impose a fine against the unit's owner or the tenant or the invitee of  
the unit's owner or the tenant for each violation, except that:

7 (1) A fine may not be imposed for a violation that is the subject  
8 of a construction penalty pursuant to NRS 116.310305; and

9 (2) A fine may not be imposed against a unit's owner or a tenant  
10 or invitee of a unit's owner or a tenant for a violation of the  
11 governing documents which involves a vehicle and which is  
12 committed by a person who is delivering goods to, or performing  
services for, the unit's owner or tenant or invitee of the unit's  
owner or the tenant.

13 If the violation poses an imminent threat of causing a substantial  
14 adverse effect on the health, safety or welfare of the units'  
15 owners or residents of the common-interest community, the  
16 amount of the fine must be commensurate with the severity of  
the violation and must be determined by the executive board in  
17 accordance with the governing documents. **If the violation does**  
18 **not pose an imminent threat of causing a substantial adverse**  
19 **effect on the health, safety or welfare of the units' owners or**  
20 **residents of the common-interest community, the amount of**  
21 **the fine must be commensurate with the severity of the**  
22 **violation and must be determined by the executive board in**  
23 **accordance with the governing documents, but the amount of**  
24 **the fine must not exceed \$100 for each violation or a total**  
25 **amount of \$1,000, whichever is less.** The limitations on the  
26 amount of the fine do not apply to any charges or costs that may  
27 be collected by the association pursuant to this section if the fine  
28 becomes past due.<sup>6</sup>

24 A review of plain language of NRS 116.31031 and its applicable statutory history  
25 provide that despite Copper Creek HOA having fines over \$1,000.00 for each of the six (6)  
26 properties in question, these fines should be limited to \$1,000.00 per home. However, this

28 <sup>6</sup> NRS 116.31031(1)(b) (emphasis added).

1 limitation does not cap and/or limit Plaintiff's recovery of attorney's fees and costs, as a  
2 prevailing party, pursuant to the express terms of the Settlement Agreement, the Governing  
3 Documents, and/or NRS 18.010. Once the Notice of Entry of Order Granting Plaintiff's Motion  
4 for Summary Judgment is filed, inclusive of Copper Creek HOA's damages against Defendants,  
5 Copper Creek HOA will be filing a Motion for Attorney's Fees and Costs.  
6

7 [REDACTED]  
8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 **III. CONCLUSION**

23 For the reasons set forth above, Plaintiff seeks from the Court:

- 24 (1) An Order Granting Plaintiff's Motion for Summary Judgment, including  
25 Plaintiff's damages of \$1,000.00 for each of the six (6) homes: 6892 Nickel  
26  
27  
28

Mine; 6838 Nickel Mine; 6777 Travertine Lane; 6896 Mahogany Meadows Ave; 6773 Granite River Lane; and 6915 Silver State Ave.

(2) A permanent injunction, restraining and enjoining Defendants, their officers, agents, servants, employees, attorneys, successors, assigns, and all persons in active participation or concert with them from doing, causing, or permitting to be done, directly or indirectly, any acts whereby the terms of the Settlement Agreement between Copper Creek HOA and Defendants are in any manner violated; and

[REDACTED]

DATED: February 6, 2020.

ANGIUS & TERRY LLP

*/s/ David Bray*

By \_\_\_\_\_  
Bradley Epstein, Esq. SBN, 5296  
David M. Bray, Esq. SBN 12706  
9127 W. Russell Road., Ste. 220  
Las Vegas, NV 89148  
*Attorneys for Plaintiff*



**CERTIFICATE OF SERVICE**

I hereby certify on this 6<sup>th</sup> day of February, 2020, I served a true and correct copy of the foregoing **PLAINTIFF'S EVIDENTIARY BRIEF REGARDING PLAINTIFF'S DAMAGES & INJUNCTION BOND** via the Eighth Judicial District Court electronic filing and service system, on all parties requiring service.

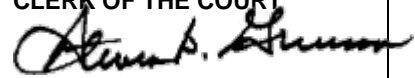
I further certify that I provided a true and correct copy of **PLAINTIFF'S EVIDENTIARY BRIEF REGARDING PLAINTIFF'S DAMAGES & INJUNCTION BOND** without redactions to Department XXVIII for in camera review via hand delivery.

I further certify that I served a true and correct unredacted copy of **PLAINTIFF'S EVIDENTIARY BRIEF REGARDING PLAINTIFF'S DAMAGES & INJUNCTION BOND** electronically, on the parties below:

Michael F. Bohn, Esq.  
Nikoll Nikci, Esq.  
Law Offices of  
Michael F. Bohn, Esq., Ltd.  
2260 Corporate Circle, Suite 480  
Henderson, NV 89074  
Attorney for Defendants

/s/ David Bray

\_\_\_\_\_  
An employee of Angius & Terry LLP



**BREF**

MICHAEL F. BOHN, ESQ.

Nevada Bar No.: 1641

[mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)

NIKOLL NIKCI, ESQ.

Nevada Bar No.: 10699

[nnikci@bohnlawfirm.com](mailto:nnikci@bohnlawfirm.com)

LAW OFFICES OF

MICHAEL F. BOHN, ESQ., LTD.

2260 Corporate Circle, Suite 480

Henderson, Nevada 89074

(702) 642-3113/ (702) 642-9766 FAX

Attorney for defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

COPPER CREEK HOMEOWNERS  
ASSOCIATION, a Nevada Non-profit  
Corporation,

Plaintiff,

vs.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE TRUST,  
a Nevada irrevocable trust; MAHOGANY  
MEADOWS AVENUE TRUST, a Nevada  
irrevocable trust; SATICOY BAY LLC, a  
Nevada Limited Liability Company; DOES I  
through V; and ROE CORPORATIONS I  
through V

Defendants.

CASE NO.: A-19-791060-C

DEPT NO.: XXVIII

**DEFENDANTS' EVIDENTIARY  
HEARING BRIEF**

Defendants Nickel Mine Avenue Trust; Travertine Lane Trust; Mahogany Meadows Avenue Trust; and Saticoy Bay LLC (collectively referred to as “**defendants**”), by and through their attorneys, the Law Offices of Michael F. Bohn, Esq., Ltd., submit their evidentiary brief in support of their opposition to plaintiff Copper Creek Homeowners Association’s motion for summary judgment as follows. The brief is made and based upon the points and authorities attached herein.

1 **FACTS**

2 On November 26, 2019, this court held a hearing on plaintiff's motion for summary judgment. At  
3 that time the court requested additional briefing on the issue of the amount of the HOA fines assessed and  
4 the proper amount of a bond for the HOA, if any. No fines should issue because plaintiff failed to follow the  
5 proper procedures required to assess fines against a unit owner pursuant to NRS Chapter 116. Should the  
6 court rule to grant an injunction, the court should also impose a significant bond. The bond should be in a  
7 substantial amount because the properties would be in danger of being damaged should they be remain  
8 vacant.

9 **POINTS AND AUTHORITIES**

10 **A. The plaintiff has failed to follow proper procedure for issuing fines.**

11 NRS Chapter 116 has a number of provisions regarding the issuance of fines by an HOA. The  
12 plaintiff's motion for summary judgment fails to demonstrate that the statutes have been complied with. The  
13 fines should be denied for this reason.

14 First, NRS 116.31065 specifies the rules which may be passed by an HOA. The statute provides:

15 The rules adopted by an association:

- 16 1. Must be reasonably related to the purpose for which they are adopted.
- 17 2. Must be sufficiently explicit in their prohibition, direction or limitation to inform a  
18 person of any action or omission required for compliance.
- 19 3. Must not be adopted to evade any obligation of the association.
- 20 4. Must be consistent with the governing documents of the association and must not  
21 arbitrarily restrict conduct or require the construction of any capital improvement by a unit's  
22 owner that is not required by the governing documents of the association.
- 23 5. Must be uniformly enforced under the same or similar circumstances against all units'  
24 owners. Any rule that is not so uniformly enforced may not be enforced against any unit's  
25 owner.
- 26 6. May be enforced by the association through the imposition of a fine only if the  
27 association complies with the requirements set forth in NRS 116.31031.

28 NRS 116.31031(3) provides that an association must have a schedule of fines which must be  
delivered to the unit owner. The statute provides:

3. If the association adopts a policy imposing fines for any violations of the governing  
documents of the association, the secretary or other officer specified in the bylaws shall  
prepare and cause to be hand-delivered or sent prepaid by United States mail to the mailing  
address of each unit or to any other mailing address designated in writing by the unit's  
owner, a schedule of the fines that may be imposed for those violations.

1 NRS 116.31151(4) requires an HOA to make available the policy established concerning the  
2 collection of any fines:

3 4. The executive board shall, at the same time and in the same manner that the executive  
4 board makes the budget available to a unit's owner pursuant to this section, make available  
5 to each unit's owner the policy established for the association concerning the collection of  
any fees, fines, assessments or costs imposed against a unit's owner pursuant to this chapter.  
The policy must include, without limitation:

6 (a) The responsibility of the unit's owner to pay any such fees, fines, assessments or costs  
in a timely manner; and

7 (b) The association's rights concerning the collection of such fees, fines, assessments or  
costs if the unit's owner fails to pay the fees, fines, assessments or costs in a timely manner.

8 NRS 116.31031 is the statute authorizing the imposition and collection of fines. The statute provides  
9 in part:

10 1. Except as otherwise provided in this section, if a unit's owner or a tenant or an invitee of  
11 a unit's owner or a tenant violates any provision of the governing documents of an  
association, the executive board may, if the governing documents so provide:

12 . . . . (b) Impose a fine against the unit's owner or the tenant or the invitee of the unit's owner  
or the tenant for each violation, except that:

13 (1) A fine may not be imposed against a violation that is the subject of a construction  
penalty pursuant to NRS 116.310305; and

14 (2) A fine may not be imposed against a unit's owner or a tenant or invitee of a unit's  
15 owner or a tenant for a violation of the governing documents which involves a vehicle and  
which is committed by a person who is delivering goods to, or performing services for, the  
unit's owner or tenant or invitee of the unit's owner or the tenant.

16 NRS 116.31031(4) prohibits a board from imposing a fine unless it complies with several steps  
17 provided by statute.

18 4. The executive board may not impose a fine pursuant to subsection 1 unless:

19 (a) Not less than 30 days before the alleged violation, the unit's owner and, if different,  
20 the person against whom the fine will be imposed had been provided with written notice of  
the applicable provisions of the governing documents that form the basis of the alleged  
violation; and

21 (b) Within a reasonable time after the discovery of the alleged violation, the unit's owner  
and, if different, the person against whom the fine will be imposed has been provided with:

22 (1) Written notice:

23 (I) Specifying in detail the alleged violation, the proposed action to cure the  
alleged violation, the amount of the fine, and the date, time and location for a hearing on the  
alleged violation; and

24 (II) Providing a clear and detailed photograph of the alleged violation, if the  
alleged violation relates to the physical condition of the unit or the grounds of the unit or an  
act or a failure to act of which it is possible to obtain a photograph; and

25 (2) A reasonable opportunity to cure the alleged violation or to contest the alleged  
26 violation at the hearing.

27 For the purposes of this subsection, a unit's owner shall not be deemed to have received

28

1 written notice unless written notice is mailed to the address of the unit and, if different, to a  
2 mailing address specified by the unit's owner.

3 Subsection (5) of the statute requires the board to schedule a date time and location for a hearing on  
4 each alleged violation and permit the unit owner a reasonable opportunity to prepare for an be present at the  
5 hearing.

6 The plaintiff's request for fines should be denied in its entirety because the motion fails to  
7 demonstrate compliance with all the statutory requirements as detailed herein.

8 **B. Fines are capped at \$1,000.00 by statute.**

9 As discussed in defendants' opposition and at the hearing, fines are capped at \$1,000.00. Should the  
10 court find it appropriate to grant plaintiff's request for fines, plaintiff HOA cannot collect more than  
11 \$1,000.00 on each unit, as limited by statute. Subsection (1)(b)(2) of the statute puts a cap on fines that may  
12 be imposed:

13 1. Except as otherwise provided in this section, if a unit's owner or a tenant or an invitee  
14 of a unit's owner or a tenant violates any provision of the governing documents of an  
15 association, the executive board may, if the governing documents so provide:

16 (b) Impose a fine against the unit's owner or the tenant or the invitee of the unit's owner  
17 or the tenant for each violation, except that:

18 (2) . . . .

19 If the violation poses an imminent threat of causing a substantial adverse  
20 effect on the health, safety or welfare of the units' owners or residents of the  
21 common-interest community, the amount of the fine must be commensurate  
22 with the severity of the violation and must be determined by the executive  
23 board in accordance with the governing documents. If the violation does not  
24 pose an imminent threat of causing a substantial adverse effect on the health,  
25 safety or welfare of the units' owners or residents of the common-interest  
26 community, the amount of the fine must be commensurate with the severity  
27 of the violation and must be determined by the executive board in accordance  
28 with the governing documents, **but the amount of the fine must not  
exceed \$100 for each violation or a total amount of \$1,000, whichever  
is less.** The limitations on the amount of the fine do not apply to any charges  
or costs that may be collected by the association pursuant to this section if the  
fine becomes past due. (emphasis added)

29 Although defendants object to the fines in their entirety because the HOA did not demonstrate  
30 compliance with the requirements of NRS Chapter 116, defendants proffer that the maximum fines that may  
31 be imposed is limited to \$1,000.00. The plaintiffs damages, if any, should be limited to \$1,000.00 per unit.

1 **C. The bond should be substantial.**

2 Merely leaving the properties empty would invite damage to the properties themselves and those  
3 surrounding/adjacent homes as well. Properties left unaccompanied for any length of time in this  
4 metropolitan area - Las Vegas, Nevada - routinely come to be occupied by squatters. In these situations  
5 squatters can either cause expensive damage to the properties in question or become a costly expense when  
6 the owner attempts to evict them - and often both issues occur. For this reason defendants ask that the bond,  
7 if any, be set at a substantial amount.

8 The Nevada Supreme Court has held that “[t]he express purpose of posting a security bond it to  
9 protect a party from damages incurred as a result of a wrongful injunction.” American Bonding Co. v.  
10 Roggen Enterprises, 109 Nev. 588, 591, 854 P.2d 868, 870 (1993). Plaintiff’s desire that defendants sell the  
11 properties in question would be frustrated by any damage to the properties because this would negatively  
12 impact the price garnered by defendants attempting to sell their properties. The properties could conceivably  
13 be damaged to such an extent that selling them might not be feasible.

14 For these reasons, defendants request any bond be set at an amount no less than \$1,000.00 per  
15 property.

16 **D. The motion is not properly supported by admissible and authenticated evidence.**

17 At the hearing held on November 26, 2019, it was argued that the exception in NRCP 56(c)(1)(A)  
18 allowed for plaintiff to bring its motion with only the settlement agreement from a previous proceeding; but  
19 without any other supporting evidence. However, there has been no stipulation in this case, no settlement,  
20 nor any type of agreement at all. Plaintiff provides no authority for the proposition that a document from a  
21 different proceeding on its own satisfies the requirements of NRCP 56(c). For this reason, plaintiff’s motion  
22 fails as it did not provide admissible evidence to support its claims.

23 Evidence introduced in support of or opposition to a motion for summary judgment must be  
24 admissible evidence. Collins v. Union Federal Savings & Loan, 99 Nev. 284, 302, 662 P.2d 610 (1983).  
25 NRCP 56(c) requires plaintiffs’ motion be supported by an affidavit. Here, none of the exhibits attached to  
26 the plaintiff’s motion were authenticated by affidavit. As such, they are not properly supported, are not  
27 admissible, and cannot be considered by the court in determining summary judgment.

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**CONCLUSION**

The HOA did not follow the prescribed procedures for issuing fines, as a result its fines are improper and should not be endorsed. Additionally, the fines are capped at \$1,000.00 per property and as a result the fines the HOA is attempting to collect are impermissible. Should the court rule in favor of plaintiff a substantial bond should be imposed because of the inherent dangers of permitting residential property to remain vacant for an unforeseen time period.

Lastly, there is no affidavit from any person with personal knowledge about any of the matters alleged in the motion. NRCP 56 does not permit plaintiff to rely on a settlement agreement from another proceeding as evidence of in support of a motion in this proceeding.

DATED this 7<sup>th</sup> day of February, 2020.

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

By: /s/ /Nikoll Nikci, Esq./  
Michael F. Bohn, Esq.  
Nikoll Nikci, Esq.  
2260 Corporate Cir, Suite 480  
Henderson, Nevada 89074  
Attorney for defendants

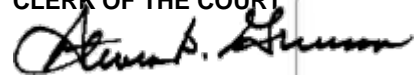
1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of Law  
3 Offices of Michael F. Bohn., Esq., and on the 7<sup>th</sup> day of February, 2020, an electronic copy of the  
4 **DEFENDANTS' EVIDENTIARY HEARING BRIEF** was served on opposing counsel via the Court's  
5 electronic service system to the following counsel of record:

6  
7 Bradley Epstein, Esq.  
8 Scott P. Kelsey, Esq.  
9 David M. Bray, Esq.  
10 ANGIUS & TERRY LLP  
9127 W. Russell Rd., Suite 220  
Las Vegas, NV 89148  
*Attorneys for plaintiff*

11  
12 /s/ Marc Sameroff /  
13 An employee of the Law Offices of  
14 Michael F. Bohn, Esq., Ltd.  
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SUBT

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

DISTRICT COURT  
CLARK COUNTY, NEVADA

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation.

Case No.: A-19-791060-C

Dept. No.: XXVIII

Plaintiff,

PLAINTIFF'S SUBSTITUTION OF  
COUNSEL

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V.

Defendants.

Plaintiff, Copper Creek Homeowners Association ("Plaintiff") hereby consents to the  
substitution of the law firm of ANGUS & TERRY LLP in place and stead of the law firm of BRAY  
LAW GROUP LLC.

DATED: 2/6, 2020.

COPPER CREEK HOMEOWNERS ASSOCIATION

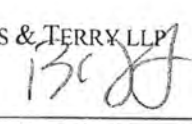
By: 

Its: President

1 BRADLEY EPSTEIN, ESQ., of the law firm ANGIUS & TERRY LLP, hereby consents  
2 to the substitution of DAVID M. BRAY, ESQ., of the law firm BRAY LAW GROUP LLC in  
3 his place and stead on behalf of Plaintiff Copper Creek Homeowners Association, in the above-  
4 entitled matter.

5 DATED: 2/7, 2020.

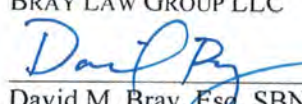
6 ANGIUS & TERRY LLP

7   
8 Bradley Epstein, Esq. SBN 5296  
9 9127 W. Russell Road, Suite 220  
10 Las Vegas, Nevada 89148

11 DAVID M. BRAY, ESQ. of the law firm BRAY LAW GROUP LLC hereby consent to  
12 his substitution as counsel for Plaintiff Copper Creek Homeowners Association, in the place and  
13 stead of BRADLEY EPSTEIN, ESQ., of the law firm ANGIUS & TERRY LLP.

14 DATED: 2/9, 2020.

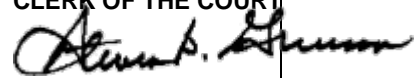
15 BRAY LAW GROUP LLC

16   
17 David M. Bray, Esq. SBN 12706  
18 1180 N. Town Center Dr., Suite 100  
19 Las Vegas, Nevada 89144  
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**CERTIFICATE OF SERVICE**

I hereby certify on this 10 day of February, 2020, I served a true and correct copy of the foregoing **PLAINTIFF'S SUBSTITUTION OF COUNSEL** via the Eighth Judicial District Court electronic filing and service system on all parties requiring notice.

  
An employee of BRAY LAW GROUP LLC



RTRAN

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

COPPER CREEK HOMEOWNERS  
ASSOCIATION,

Plaintiff,

vs.

NICKEL MINE AVENUE TRUST,

Defendant.

CASE#: A-19-791060-C

DEPT. XXVIII

BEFORE THE HONORABLE RONALD J. ISRAEL, DISTRICT COURT JUDGE  
TUESDAY, FEBRUARY 25, 2020

***RECORDER'S TRANSCRIPT OF HEARING***  
**EVIDENTIARY HEARING**

**APPEARANCES:**

For the Plaintiff:

DAVID M. BRAY, ESQ.

For the Defendant:

NIKOLL NIKCI, ESQ.

RECORDED BY: JUDY CHAPPELL, COURT RECORDER

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Las Vegas, Nevada, Tuesday, February 25, 2020

[Case called at 9:51 a.m.]

THE CLERK: Case Number A791060, Copper Creek  
Homeowners Association versus Nickel Mine Ave. Trust.

THE COURT: Counsel, state your appearance for the record.

MR. BRAY: Good morning, Your Honor. David Bray on behalf  
of plaintiff.

MR. NIKCI: Nik Nikci for defendant, Your Honor.

THE COURT: Good morning. This is regarding the damages  
for the breach of the settlement agreement. I've read this stuff. You both  
agree that the damages are capped at a thousand dollars, correct?

MR. BRAY: Correct, Your Honor. I think there's an agreement  
between the parties that NRS 116.31031 does cap the association to a  
thousand dollars of fines per individual home.

MR. NIKCI: I agree with that, Your Honor. I would just, you  
know, include what we have in our papers that we don't think they did the  
process correctly.

THE COURT: I get that.  
Okay, plaintiff, do you have anything to add?

MR. BRAY: Just to address that, the concern that defendants  
have brought up in their evidentiary brief. In our original moving papers,  
including the reply, we provided an affidavit of the community manager  
that authenticated the notices of the hearing for the defendants' breach of

1 the fines, provided the homeowner response sheets. We also provided  
2 the notice of outcome of those hearings. In fact, there was even a  
3 correspondence from counsel that was hired by one the defendants in this  
4 case that outlined that they were going to appear at the hearing, their  
5 request for a hardship exemption. So there is evidence in the record that  
6 has been authenticated that is admissible that the Court can consider.  
7 That evidence is that the association did meet its requirements under its  
8 governing documents in NRS 116 --

9 THE COURT: Well, I'll let --

10 MR. BRAY: -- to assess these fines.

11 THE COURT: -- both of you guys address this. This is  
12 regarding a breach of a contract. A settlement agreement is a contract.  
13 It has only tangentially related to damages regarding 116. That would be  
14 the underlying case. But a settlement agreement, am I wrong in this?  
15 This is all about a written settlement agreement and you -- and of course  
16 this was months ago that I ruled on the summary judgment, but the  
17 settlement agreement was breached. Am I wrong?

18 MR. BRAY: Absolutely, Your Honor, you're correct. There's  
19 no -- that's already been ruled upon. The evidentiary --

20 THE COURT: So the damages --

21 MR. BRAY: -- hearing today --

22 THE COURT: -- are contractual in nature. The Supreme  
23 Court has said settlement agreements are contracts. You both agree  
24 116 applies, so be it. Not sure it even does, but tell me why 116 applies  
25 to a -- what if you had agreed that they had committed fraud. I know I'm

1 stretching this, but I do that to make a point. If you had agreed that they  
2 had committed fraud and you promised to pay them a million dollars in a  
3 written settlement agreement and order that was signed, sealed on the  
4 case. And now you're saying 116 applies. Why?

5 MR. NIKCI: Well, I believe --

6 THE COURT: I agree. He's already said it does so I'm -- this  
7 is more --

8 MR. NIKCI: That's what he's looking for in his motion,  
9 Your Honor.

10 THE COURT: Yes, this is more, what do you call it? Anyway,  
11 for my own understanding, he's agreed so I'm not going to disagree with  
12 that. However -- or at least I'm going with that because that's what's in  
13 the motion. But rhetorically, it took me a while to come up with --  
14 rhetorically why in the world would it even apply?

15 MR. NIKCI: Well, Your Honor, we don't think we breached the  
16 settlement. We don't think we owe anything. So I'm going off of --

17 THE COURT: Well, I understand, --

18 MR. NIKCI: -- the request on the --

19 THE COURT: -- but that was part of the summary judgment  
20 which was, what, three months ago or something.

21 MR. NIKCI: Right. Right, so, I mean, from my client's  
22 perspective, if he's going to ask for damages based on 116, the cap is a  
23 thousand. If that's what he's going to limit his motion to, then --

24 THE COURT: He limited it. It's a thousand. But, I'm just  
25 trying to understand --

1 MR. NIKCI: Your Honor, if I could say --

2 THE COURT: -- for my own sense.

3 MR. NIKCI: -- one other thing related to this, in terms of my  
4 client's position. As a practical matter, the properties at issue here are in  
5 litigation. It's impossible for him to sell them. And for him to leave them  
6 vacant, the issue of squatters just goes to the bond question. We have  
7 squatters all over town. To leave these properties vacant would invite  
8 more trouble than anything else. He has an inability to sell them. So  
9 we're at this position where if the properties are left vacant and not  
10 rented, they open to further damage to the properties themselves and  
11 potentially the community. On the other hand, my client just sold one of  
12 these properties about a month or two ago. He's unable to sell the others  
13 because they're in litigation. I think one of them recently got resolved  
14 and one of them got even more recently resolved just this month. So I  
15 mean he is making efforts to resolve these issues. It's just that, it's a  
16 really intractable position to be in.

17 THE COURT: I understand. Then why did you sign the  
18 settlement agreement?

19 MR. NIKCI: I wasn't a party to that. I --

20 THE COURT: Okay. And I appreciate it that you recognize  
21 that hey maybe it shouldn't have been and you wouldn't have done it.

22 MR. NIKCI: But I would say that there's underlying, you know,  
23 good faith between the parties. And if my client cannot -- it's impossible  
24 for him to perform, I would extend some sympathy to his position based  
25 on his good faith efforts here.



1 THE COURT: All right.

2 MR. NIKCI: And --

3 THE COURT: Oh, anything else?

4 MR. NIKCI: -- the settlement was an attempt to resolve this in  
5 good faith. It wasn't -- it doesn't appear to have been anything else.

6 THE COURT: I agree on that. Go ahead, anything?

7 MR. BRAY: Just as it relates to the injunction, Your Honor. I  
8 know that in the evidentiary brief for defendants, they indicated that it  
9 should be a thousand dollars per home versus what we suggested of  
10 \$500 per home. I think it should be \$500 per home simply because the  
11 likelihood of success of an appeal, I think, is extremely low. I don't think  
12 that the Supreme Court or the intermediate court is going to find that  
13 there's some type of wrongful injunction here. It's based on the express  
14 terms that the parties agreed to that the defendants would not rent after a  
15 certain period of time, after a year.

16 I understand the position that defendants are in, that there is  
17 open litigation involving some these homes related to both quieting title  
18 as well as other ancillary legal issues. But, again, like you said,  
19 Your Honor, then why did you execute the settlement agreement. If you  
20 were -- you placed yourself in this intractable position. It's not something  
21 that the plaintiffs have done and so we've got to work with what we have.

22 So, Your Honor, I think providing a permanent injunction also  
23 allows the association to have some measure of remedy here. And,  
24 again, one of the homes, 6838 Nickel Mine was recently sold and so we  
25 would not be requesting, obviously, a permanent injunction related to that

1 home. So that would make the total bond suggested by plaintiff of  
2 \$2,500. And we could have that paid to the clerk of the court and give  
3 the defendants 30 days if they choose to file a notice of appeal. If they  
4 don't, then we can have those funds released back to the association.

5 THE COURT: All right. Thank you.

6 MR. NIKCI: Your Honor, if I may, just on the issue of the  
7 amount.

8 THE COURT: Sure.

9 MR. NIKCI: There's no way 500 will be acceptable. However  
10 we got here, this is where we are. The properties, if left vacant, are an  
11 invitation to squatters. The damages related to that, resulting from that,  
12 would put everyone involved in it -- will create problems for everyone  
13 involved. One of those problems will be it would make the properties  
14 increasingly difficult to sell. And although I appreciate plaintiff's position,  
15 this is where we are. If we allow the properties to get further damaged,  
16 we're going to create a cycle where my client can't sell them no matter  
17 what.

18 And even regardless of how these litigations pan out, there's  
19 cloud on these titles right now, the properties cannot sell. And that's not  
20 an action, it's not a result of my client's doing. Whether he initiated these  
21 complaints or the bank -- the bank would have, if they haven't already,  
22 the moment he tried to sell. This is well documented. This is a position  
23 we're all in right here.

24 I agree with everyone involved that things could have probably  
25 been done differently earlier, but this is where we are.

1 THE COURT: All right. Thank you. Just out of curiosity  
2 because I don't remember, the underlying 116 issue, I was -- was it the,  
3 was it the fact that it was an *SFR*-type case? Or was there a tender?  
4 What was the deal on the underlying?

5 MR. NIKCI: No, this one's, this particular one, and Mr. Bray  
6 could probably speak to this better, I think. He has longer experience  
7 with this case than I do.

8 MR. BRAY: So the homes have -- some of the homes relate  
9 to the *SFR*, you know, superpriority lien. Those are some of the ongoing  
10 litigations, some ancillary litigation involving the properties. But as it  
11 relates to the underlying issue in this case, there was a rental restriction  
12 in the governing documents of the association that were contested by the  
13 defendant.

14 THE COURT: Oh.

15 MR. BRAY: We reached a settlement agreement which said  
16 that they could essentially work outside the confines of that restriction for  
17 a period of time and once that --

18 THE COURT: Okay, --

19 MR. BRAY: -- period of time --

20 THE COURT: -- so this wasn't just --

21 MR. NIKCI: The --

22 THE COURT: -- the bank going after, --

23 MR. NIKCI: No, but --

24 THE COURT: -- or maybe it was, Meadows Avenue Trust.

25 All right. I just was -- that was out of curiosity. I have to deal

1 with this and that's what I'm going to do.

2 I'm awarding a thousand dollars on the -- each for the six  
3 units. This, as I said at the beginning, was a settlement agreement which  
4 is a contract. As much as I have sympathy for the owner not letting the  
5 potential of squatters, et cetera, I can't wave a magic wand and re-form a  
6 deal that was done quite some time ago. And especially given that the  
7 terms were all set out. This was all known. This isn't anything that  
8 somehow popped up. They were allowed to continue the lease until the  
9 end of the leases. That's done. And now it's over.

10 I'm granting the permanent injunction and I think there, in my  
11 mind, there is no chance of -- it is what it is and the Supreme Court, the  
12 Appeals Court, whatever. So the bond is \$500 a unit times five units.

13 And --

14 THE CLERK: Is it five units or six? You --

15 THE COURT: There's only five --

16 THE CLERK: -- just said six.

17 THE COURT: -- left now.

18 THE CLERK: Okay, so five units.

19 THE COURT: There were six at the --

20 THE CLERK: Okay.

21 THE COURT: -- and that's, the six are for the damages  
22 because it was leased out after the time that was allowed in the  
23 settlement agreement.

24 So that'll be the order. Prepare the order and send it by.

25 MR. BRAY: Thank you, Your Honor.

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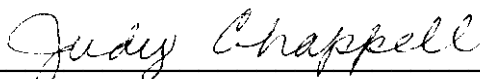
MR. NIKCI: Thank you, Your Honor.

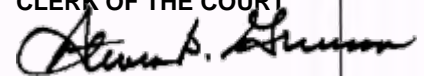
THE COURT: All right. Thank you.

[Hearing concluded at 10:04 a.m.]

\* \* \* \* \*

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

  
\_\_\_\_\_  
Judy Chappell  
Court Recorder/Transcriber



**ORDER**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
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Telephone: (702) 623-0046  
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[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

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

This case came on regularly before the Court on November 26, 2019 for hearing on Plaintiff's Motion for Summary Judgment. The specific issues of: (1) whether Plaintiff's damages were capped pursuant to NRS 116.31031; and (2) Plaintiff's request for a permanent injunction were further briefed and argued at an evidentiary hearing on February 25, 2020. Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), appearing by and through its attorney, David M. Bray, Esq., of Bray Law Group LLC, and Defendants NICKEL MINE AVENUE TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS



1 AVENUE TRUST; and SATICOY BAY, LLC (collectively "Defendants"), appearing by and  
2 through their attorney, Nikoll Nikci, Esq. of the Law Offices of Michael F. Bohn, Esq., Ltd..  
3 The Court having examined all documents and pleadings on file herein, having heard arguments  
4 of the parties, and good cause appearing, makes the following findings of fact and conclusions  
5 of law.

6  
7 **THE COURT FINDS** that Defendants breached the *Settlement Agreement and Release*  
8 between Plaintiff and Defendants in that Defendants used the six (6) properties located at 6773  
9 Granite River Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777  
10 Travertine Lane; 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue (collectively  
11 "Subject Homes") as rentals.

12  
13 **THE COURT FURTHER FINDS** that NRS 116.31031 capped Plaintiff's damages to  
14 one thousand dollars (\$1,000.00) per home.

15 **THE COURT FURTHER FINDS** that one of the Subject Homes located at 6838  
16 Nickel Mine Avenue was recently sold and therefore Plaintiff's withdrew its request for a  
17 permanent injunction related to that property.

18  
19 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that Plaintiff's Motion  
20 for Summary Judgment is hereby Granted, in part, in that Defendants have materially breached  
21 the *Settlement Agreement and Release* in that Defendants used the Subject Homes as rentals.

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

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



1           **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
2 Plaintiff's request for a permanent injunction is Granted with Plaintiff having to post an  
3 injunctive bond of two thousand five hundred dollars (\$2,500.00) or five hundred dollars  
4 (\$500.00) per home to be payable to the Clerk of the Court.

5           **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
6 Defendants, their officers, agents, servants, employees, attorneys, successors, assigns, and all  
7 persons in active participation or concert with them are permanently restrained and enjoined  
8 from doing, causing, or permitting to be done, directly or indirectly, any acts whereby the terms  
9 of the *Settlement Agreement and Release* between Plaintiff and Defendants are in any manner  
10 violated and Defendants must cease and desist any and all leasing and/or renting of the Subject  
11 Homes.  
12

13  
14           **IT IS SO ORDERED.**

15           DATED this 3 day of March, 2020.

16  
17  
18             
19           DISTRICT COURT JUDGE

20  
21           Respectfully submitted by:  
22           BRAY LAW GROUP LLC

23           /s/ David M. Bray, Esq.

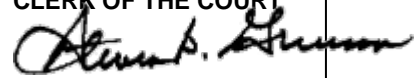
24           David M. Bray, Esq., SBN 12706  
25           1180 N. Town Center Dr., Suite 100  
26           Las Vegas, Nevada 89144  
27           Attorney for Plaintiff

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

32           /s/ Nikoll Nikci, Esq.

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





1 NEO

2 David M. Bray, Esq. SBN 12706  
3 BRAY LAW GROUP LLC  
4 1180 N. Town Center Dr. Ste. 100  
5 Las Vegas, NV 89144  
6 Telephone: (702) 623-0046  
7 Facsimile: (725) 210-5800  
8 [david@braylawgroup.com](mailto:david@braylawgroup.com)  
9 Attorney for Plaintiff

10 DISTRICT COURT  
11 CLARK COUNTY, NEVADA

12 COPPER CREEK HOMEOWNERS  
13 ASSOCIATION a Nevada Nonprofit  
14 Corporation,

15 Plaintiff,

16 v.

17 NICKEL MINE AVENUE TRUST, a Nevada  
18 irrevocable trust; TRAVERTINE LANE  
19 TRUST, a Nevada irrevocable trust;  
20 MAHOGANY MEADOWS AVENUE  
21 TRUST, a Nevada irrevocable trust;  
22 SATICOY BAY, LLC, a Nevada Limited  
23 Liability Company; DOES I through V; and  
24 ROE CORPORATIONS I through V,

25 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

26 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

27 PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*  
28 *Plaintiff's Motion for Summary Judgment* was entered on April 6, 2020. A true and correct copy

///

///

///

///

1 is attached hereto.

2 DATED: April 6, 2020.

BRAY LAW GROUP LLC

3 /s/ David Bray

4 By

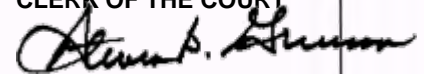
David M. Bray, Esq. SBN 12706  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
*Attorney for Plaintiff*

7  
8 **CERTIFICATE OF SERVICE**

9 I hereby certify on this 6<sup>th</sup> day of April, 2020, I served a true and correct copy of the  
10 foregoing **NOTICE OF ENTRY OF ORDER GRANTING, IN PART, AND DENYING,**  
11 **IN PART, PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** via the Eighth  
12 Judicial District Court electronic filing and service system, on all parties requiring service.  
13

14 /s/ David Bray

15  
16 An employee of Bray Law Group LLC



**ORDER**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

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

This case came on regularly before the Court on November 26, 2019 for hearing on Plaintiff's Motion for Summary Judgment. The specific issues of: (1) whether Plaintiff's damages were capped pursuant to NRS 116.31031; and (2) Plaintiff's request for a permanent injunction were further briefed and argued at an evidentiary hearing on February 25, 2020. Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), appearing by and through its attorney, David M. Bray, Esq., of Bray Law Group LLC, and Defendants NICKEL MINE AVENUE TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS



1 AVENUE TRUST; and SATICOY BAY, LLC (collectively "Defendants"), appearing by and  
2 through their attorney, Nikoll Nikci, Esq. of the Law Offices of Michael F. Bohn, Esq., Ltd..  
3 The Court having examined all documents and pleadings on file herein, having heard arguments  
4 of the parties, and good cause appearing, makes the following findings of fact and conclusions  
5 of law.

6  
7 **THE COURT FINDS** that Defendants breached the *Settlement Agreement and Release*  
8 between Plaintiff and Defendants in that Defendants used the six (6) properties located at 6773  
9 Granite River Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777  
10 Travertine Lane; 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue (collectively  
11 "Subject Homes") as rentals.

12  
13 **THE COURT FURTHER FINDS** that NRS 116.31031 capped Plaintiff's damages to  
14 one thousand dollars (\$1,000.00) per home.

15 **THE COURT FURTHER FINDS** that one of the Subject Homes located at 6838  
16 Nickel Mine Avenue was recently sold and therefore Plaintiff's withdrew its request for a  
17 permanent injunction related to that property.

18  
19 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that Plaintiff's Motion  
20 for Summary Judgment is hereby Granted, in part, in that Defendants have materially breached  
21 the *Settlement Agreement and Release* in that Defendants used the Subject Homes as rentals.

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

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



1           **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
2 Plaintiff's request for a permanent injunction is Granted with Plaintiff having to post an  
3 injunctive bond of two thousand five hundred dollars (\$2,500.00) or five hundred dollars  
4 (\$500.00) per home to be payable to the Clerk of the Court.

5           **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
6 Defendants, their officers, agents, servants, employees, attorneys, successors, assigns, and all  
7 persons in active participation or concert with them are permanently restrained and enjoined  
8 from doing, causing, or permitting to be done, directly or indirectly, any acts whereby the terms  
9 of the *Settlement Agreement and Release* between Plaintiff and Defendants are in any manner  
10 violated and Defendants must cease and desist any and all leasing and/or renting of the Subject  
11 Homes.  
12

13  
14           **IT IS SO ORDERED.**

15           DATED this 3 day of March, 2020.

16  
17  
18             
19           DISTRICT COURT JUDGE

20  
21           Respectfully submitted by:  
22           BRAY LAW GROUP LLC

23           /s/ David M. Bray, Esq.

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

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

32           /s/ Nikoll Nikci, Esq.

33           Nikoll Nikci, Esq., SBN 10699  
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35           Henderson, Nevada 89074  
36           Attorneys for Defendants

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4 Henderson, Nevada 89074  
(702) 642-3113 / (702) 642-9766 FAX  
5 Attorney for defendants/appellants

6  
7  
8 SUPREME COURT  
9 STATE OF NEVADA

10 NICKEL MINE AVENUE TRUST, a  
11 Nevada irrevocable trust;  
12 TRAVERTINE LANE TRUST, a  
13 Nevada irrevocable trust; MAHOGANY  
MEADOWS AVENUE TRUST, a  
14 Nevada irrevocable trust; SATICOY  
BAY LLC, a Nevada Limited Liability  
Company,

15 Appellants,

16 vs.

17 COPPER CREEK HOMEOWNERS  
ASSOCIATION,

18 Respondent.  
19

CASE NO.: 82205

20  
21 **APPELLANTS' APPENDIX VOLUME 2**

22 Michael F. Bohn, Esq.  
Law Office of Michael F. Bohn, Esq., Ltd.  
23 2260 Corporate Circle, Suite 140  
Henderson, Nevada 89074  
24 (702) 642-3113 / (702) 642-9766 FAX  
25 Attorney for Defendants/Appellants  
26  
27  
28

## INDEX TO APPENDIX 2

| Volume | Date Filed | Document                                                                                                                           | Bates Stamp           |
|--------|------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 2      | 04/13/20   | Plaintiff Copper Creek Homeowners Association's Verified Memorandum of Costs and Disbursements                                     | AA000249-<br>AA000263 |
| 2      | 04/27/20   | Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs                                   | AA000264-<br>AA000299 |
| 2      | 05/15/20   | Defendant's Opposition to Plaintiff's Motion for Attorney's Fees and Costs                                                         | AA000300-<br>AA000310 |
| 2      | 05/26/20   | Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs                                   | AA000311-<br>AA000315 |
| 2      | 05/26/20   | Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs                                   | AA000316-<br>AA000320 |
| 2      | 06/03/20   | Plaintiff Copper Creek Homeowners Association's Reply in Support of Motion for an Award of Attorneys' Fees and Costs               | AA000321-<br>AA000325 |
| 2      | 06/17/20   | Plaintiff's Request for Hearing on Plaintiff's Motion for an Award of Attorneys' Fees and Costs                                    | AA000326-<br>AA000327 |
| 2      | 07/10/20   | Plaintiff Copper Creek Homeowners Association's Motion for Release of Injunction Bond                                              | AA000328-<br>AA000340 |
| 2      | 09/25/20   | Order Granting Plaintiff Copper Creek Homeowners Association's Motion for Release of Injunction Bond                               | AA000341-<br>AA000346 |
| 2      | 09/25/20   | Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs                    | AA000347-<br>AA000353 |
| 2      | 10/01/20   | Notice of Entry of Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs | AA000354-<br>AA000358 |
| 2      | 10/01/20   | Notice of Entry of Order Granting Plaintiff Copper Creek Homeowners Association's Motion for Release of Injunction Bond            | AA000359-<br>AA000362 |

|    |   |          |                                                                                                                                                                                                  |                   |
|----|---|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1  | 2 | 11/06/20 | Judgment Against Defendant Saticoy Bay LLC Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs                                  | AA000363-AA000377 |
| 2  |   |          |                                                                                                                                                                                                  |                   |
| 3  |   |          |                                                                                                                                                                                                  |                   |
| 4  | 2 | 11/06/20 | Judgment Against Defendant Mahogany Meadows Avenue Trust Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs                    | AA000378-AA000392 |
| 5  |   |          |                                                                                                                                                                                                  |                   |
| 6  |   |          |                                                                                                                                                                                                  |                   |
| 7  |   |          |                                                                                                                                                                                                  |                   |
| 8  | 2 | 11/06/20 | Judgment Against Defendant Nickel Mine Avenue Trust Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs                         | AA000393-AA000407 |
| 9  |   |          |                                                                                                                                                                                                  |                   |
| 10 |   |          |                                                                                                                                                                                                  |                   |
| 11 | 2 | 11/06/20 | Judgment Against Defendant Travertine Lane Trust Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs                            | AA000408-AA000422 |
| 12 |   |          |                                                                                                                                                                                                  |                   |
| 13 |   |          |                                                                                                                                                                                                  |                   |
| 14 | 2 | 11/09/20 | Notice of Entry of Judgment Against Defendant Mahogany Meadows Avenue Trust Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs | AA000423-AA000439 |
| 15 |   |          |                                                                                                                                                                                                  |                   |
| 16 |   |          |                                                                                                                                                                                                  |                   |
| 17 |   |          |                                                                                                                                                                                                  |                   |
| 18 | 2 | 11/09/20 | Notice of Entry of Judgment Against Defendant Saticoy Bay LLC Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs               | AA000440-AA000456 |
| 19 |   |          |                                                                                                                                                                                                  |                   |
| 20 |   |          |                                                                                                                                                                                                  |                   |
| 21 | 2 | 11/09/20 | Notice of Entry of Judgment Against Defendant Travertine Lane Trust Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs         | AA000457-AA000473 |
| 22 |   |          |                                                                                                                                                                                                  |                   |
| 23 |   |          |                                                                                                                                                                                                  |                   |
| 24 | 2 | 11/09/20 | Notice of Entry of Judgment Against Defendant Nickel Mine Avenue Trust Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs      | AA000474-AA000490 |
| 25 |   |          |                                                                                                                                                                                                  |                   |
| 26 |   |          |                                                                                                                                                                                                  |                   |
| 27 |   |          |                                                                                                                                                                                                  |                   |
| 28 | 2 | 12/07/20 | Notice of Appeal                                                                                                                                                                                 | AA000491-AA000492 |



|   |          |                       |                       |
|---|----------|-----------------------|-----------------------|
| 2 | 12/07/20 | Case Appeal Statement | AA000493-<br>AA000495 |
|---|----------|-----------------------|-----------------------|

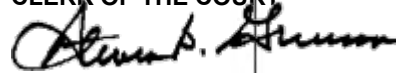
**ALPHABETICAL INDEX TO APPELLANTS' APPENDIXES**

| Volume | Date Filed | Document                                                                                                                                                                      | Bates Stamp           |
|--------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1      | 06/17/19   | Acceptance of Service for Nickel Mine Avenue Trust, Travertine Lane Trust, and Mahogany Meadows Avenue Trust                                                                  | AA000022-<br>AA000023 |
| 1      | 04/08/19   | Affidavit of Service for Saticoy Bay LLC                                                                                                                                      | AA000019-<br>AA000021 |
| 2      | 12/07/20   | Case Appeal Statement                                                                                                                                                         | AA000493-<br>AA000495 |
| 1      | 10/15/19   | Commissioner's Decision on Request for Exemption                                                                                                                              | AA000096-<br>AA000097 |
| 1      | 03/13/19   | Complaint for Damages                                                                                                                                                         | AA000001-<br>AA000018 |
| 1      | 07/30/19   | Defendants' Answer to Plaintiff's Complaint                                                                                                                                   | AA000030-<br>AA000034 |
| 1      | 02/07/20   | Defendants' Evidentiary Hearing Brief                                                                                                                                         | AA000221-<br>AA000227 |
| 1      | 11/07/19   | Defendants' Opposition to Motion for Summary Judgment                                                                                                                         | AA000162-<br>AA000167 |
| 2      | 05/15/20   | Defendant's Opposition to Plaintiff's Motion for Attorney's Fees and Costs                                                                                                    | AA000300-<br>AA000310 |
| 1      | 08/29/19   | Defendants' Opposition to Plaintiff's Request for Exemption from Arbitration                                                                                                  | AA000035-<br>AA000037 |
| 1      | 09/09/19   | Defendants' Opposition to Plaintiff's Request for Exemption from Arbitration                                                                                                  | AA000074-<br>AA000078 |
| 1      | 11/15/19   | Joint Case Conference Report                                                                                                                                                  | AA000168-<br>AA000192 |
| 2      | 11/06/20   | Judgment Against Defendant Mahogany Meadows Avenue Trust Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs | AA000378-<br>AA000392 |

|    |   |          |                                                                                                                                                                                                  |                   |
|----|---|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1  | 2 | 11/06/20 | Judgment Against Defendant Nickel Mine Avenue Trust Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs                         | AA000393-AA000407 |
| 2  |   |          |                                                                                                                                                                                                  |                   |
| 3  |   |          |                                                                                                                                                                                                  |                   |
| 4  |   |          |                                                                                                                                                                                                  |                   |
| 5  | 2 | 11/06/20 | Judgment Against Defendant Saticoy Bay LLC Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs                                  | AA000363-AA000377 |
| 6  |   |          |                                                                                                                                                                                                  |                   |
| 7  |   |          |                                                                                                                                                                                                  |                   |
| 8  | 2 | 11/06/20 | Judgment Against Defendant Travertine Lane Trust Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs                            | AA000408-AA000422 |
| 9  |   |          |                                                                                                                                                                                                  |                   |
| 10 |   |          |                                                                                                                                                                                                  |                   |
| 11 | 2 | 12/07/20 | Notice of Appeal                                                                                                                                                                                 | AA000491-AA000492 |
| 12 |   |          |                                                                                                                                                                                                  |                   |
| 13 | 1 | 01/15/20 | Notice of Dissociation of Counsel                                                                                                                                                                | AA000210-AA000211 |
| 14 |   |          |                                                                                                                                                                                                  |                   |
| 15 | 2 | 11/09/20 | Notice of Entry of Judgment Against Defendant Mahogany Meadows Avenue Trust Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs | AA000423-AA000439 |
| 16 |   |          |                                                                                                                                                                                                  |                   |
| 17 | 2 | 11/09/20 | Notice of Entry of Judgment Against Defendant Nickel Mine Avenue Trust Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs      | AA000474-AA000490 |
| 18 |   |          |                                                                                                                                                                                                  |                   |
| 19 |   |          |                                                                                                                                                                                                  |                   |
| 20 | 2 | 11/09/20 | Notice of Entry of Judgment Against Defendant Saticoy Bay LLC Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs               | AA000440-AA000456 |
| 21 |   |          |                                                                                                                                                                                                  |                   |
| 22 |   |          |                                                                                                                                                                                                  |                   |
| 23 |   |          |                                                                                                                                                                                                  |                   |
| 24 | 2 | 11/09/20 | Notice of Entry of Judgment Against Defendant Travertine Lane Trust Upon Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs         | AA000457-AA000473 |
| 25 |   |          |                                                                                                                                                                                                  |                   |
| 26 |   |          |                                                                                                                                                                                                  |                   |
| 27 | 1 | 07/10/19 | Notice of Entry of Order                                                                                                                                                                         | AA000026-AA000029 |
| 28 |   |          |                                                                                                                                                                                                  |                   |

|    |   |          |                                                                                                                                                                                                                |                   |
|----|---|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1  | 2 | 04/06/20 | Notice of Entry of Order Granting, In Part, and Denying, In Part, Plaintiff's Motion for Summary Judgment                                                                                                      | AA000244-AA000248 |
| 2  |   |          |                                                                                                                                                                                                                |                   |
| 3  | 2 | 10/01/20 | Notice of Entry of Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs                                                                             | AA000354-AA000358 |
| 4  |   |          |                                                                                                                                                                                                                |                   |
| 5  | 2 | 10/01/20 | Notice of Entry of Order Granting Plaintiff Copper Creek Homeowners Association's Motion for Release of Injunction Bond                                                                                        | AA000359-AA000362 |
| 6  |   |          |                                                                                                                                                                                                                |                   |
| 7  |   |          |                                                                                                                                                                                                                |                   |
| 8  | 1 | 09/25/19 | Notice of Entry of Order Granting Plaintiff's Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records on Order Shortening Time | AA000087-AA000090 |
| 9  |   |          |                                                                                                                                                                                                                |                   |
| 10 |   |          |                                                                                                                                                                                                                |                   |
| 11 | 1 | 04/03/20 | Order Granting, In Part, and Denying, In Part, Plaintiff's Motion for Summary Judgment                                                                                                                         | AA000241-AA000243 |
| 12 |   |          |                                                                                                                                                                                                                |                   |
| 13 | 2 | 09/25/20 | Order Granting Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs                                                                                                | AA000347-AA000353 |
| 14 |   |          |                                                                                                                                                                                                                |                   |
| 15 | 2 | 09/25/20 | Order Granting Plaintiff Copper Creek Homeowners Association's Motion for Release of Injunction Bond                                                                                                           | AA000341-AA000346 |
| 16 |   |          |                                                                                                                                                                                                                |                   |
| 17 | 1 | 09/24/19 | Order Granting Plaintiff's Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records on Order Shortening Time                    | AA000085-AA000086 |
| 18 |   |          |                                                                                                                                                                                                                |                   |
| 19 |   |          |                                                                                                                                                                                                                |                   |
| 20 |   |          |                                                                                                                                                                                                                |                   |
| 21 | 2 | 04/27/20 | Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs                                                                                                               | AA000264-AA000299 |
| 22 |   |          |                                                                                                                                                                                                                |                   |
| 23 | 2 | 05/26/20 | Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs                                                                                                               | AA000311-AA000315 |
| 24 |   |          |                                                                                                                                                                                                                |                   |
| 25 | 2 | 05/26/20 | Plaintiff Copper Creek Homeowners Association's Motion for an Award of Attorneys' Fees and Costs                                                                                                               | AA000316-AA000320 |
| 26 |   |          |                                                                                                                                                                                                                |                   |
| 27 | 2 | 07/10/20 | Plaintiff Copper Creek Homeowners Association's Motion for Release of Injunction Bond                                                                                                                          | AA000328-AA000340 |
| 28 |   |          |                                                                                                                                                                                                                |                   |

|    |   |          |                                                                                                                                                                              |                   |
|----|---|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1  | 2 | 06/03/20 | Plaintiff Copper Creek Homeowners Association's Reply in Support of Motion for an Award of Attorneys' Fees and Costs                                                         | AA000321-AA000325 |
| 2  |   |          |                                                                                                                                                                              |                   |
| 3  | 2 | 04/13/20 | Plaintiff Copper Creek Homeowners Association's Verified Memorandum of Costs and Disbursements                                                                               | AA000249-AA000263 |
| 4  |   |          |                                                                                                                                                                              |                   |
| 5  | 1 | 02/02/20 | Plaintiff's Evidentiary Brief Regarding Plaintiff's Damages & Injunction Bond                                                                                                | AA000212-AA000220 |
| 6  |   |          |                                                                                                                                                                              |                   |
| 7  | 1 | 09/12/19 | Plaintiff's Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records on Order Shortening Time | AA000079-AA000084 |
| 8  |   |          |                                                                                                                                                                              |                   |
| 9  |   |          |                                                                                                                                                                              |                   |
| 10 | 1 | 10/22/19 | Plaintiff's Motion for Summary Judgment                                                                                                                                      | AA000098-AA000161 |
| 11 |   |          |                                                                                                                                                                              |                   |
| 12 | 1 | 11/19/19 | Plaintiff's Reply in Support of Plaintiff's Motion for Summary Judgment                                                                                                      | AA000193-AA000209 |
| 13 |   |          |                                                                                                                                                                              |                   |
| 14 | 1 | 09/03/19 | Plaintiff's Request for Exemption from Arbitration                                                                                                                           | AA000038-AA000073 |
| 15 |   |          |                                                                                                                                                                              |                   |
| 16 | 2 | 06/17/20 | Plaintiff's Request for Hearing on Plaintiff's Motion for an Award of Attorneys' Fees and Costs                                                                              | AA000326-AA000327 |
| 17 |   |          |                                                                                                                                                                              |                   |
| 18 | 1 | 02/10/20 | Plaintiff's Substitution of Counsel                                                                                                                                          | AA000228-AA000230 |
| 19 |   |          |                                                                                                                                                                              |                   |
| 20 | 1 | 07/23/21 | Recorder's Transcript of Hearing Evidentiary Hearing of February 25, 2020                                                                                                    | AA000231-AA000240 |
| 21 |   |          |                                                                                                                                                                              |                   |
| 22 | 1 | 07/10/19 | Stipulation and Order to Set Aside Default of Saticoy Bay LLC                                                                                                                | AA000024-AA000025 |
| 23 |   |          |                                                                                                                                                                              |                   |
| 24 | 1 | 09/30/19 | Supplement to Plaintiff's Request for Exemption from Arbitration                                                                                                             | AA000091-AA000095 |
| 25 |   |          |                                                                                                                                                                              |                   |
| 26 |   |          |                                                                                                                                                                              |                   |
| 27 |   |          |                                                                                                                                                                              |                   |
| 28 |   |          |                                                                                                                                                                              |                   |



1 **MEMC**

2 David M. Bray, Esq. SBN 12706  
3 BRAY LAW GROUP LLC  
4 1180 N. Town Center Dr. Ste. 100  
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6 Telephone: (702) 623-0046  
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8 [david@braylawgroup.com](mailto:david@braylawgroup.com)  
9 *Attorney for Plaintiff*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 COPPER CREEK HOMEOWNERS  
10 ASSOCIATION a Nevada Nonprofit  
11 Corporation,

12 Plaintiff,

13 v.

14 NICKEL MINE AVENUE TRUST, a Nevada  
15 irrevocable trust; TRAVERTINE LANE  
16 TRUST, a Nevada irrevocable trust;  
17 MAHOGANY MEADOWS AVENUE  
18 TRUST, a Nevada irrevocable trust;  
19 SATICOY BAY, LLC, a Nevada Limited  
20 Liability Company; DOES I through V; and  
21 ROE CORPORATIONS I through V,

22 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**PLAINTIFF COPPER CREEK  
HOMEOWNERS ASSOCIATION'S  
VERIFIED MEMORANDUM OF  
COSTS AND DISBURSEMENTS**

21 Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), by and  
22 through its counsel, BRAY LAW GROUP LLC, the prevailing party in the above captioned  
23 action, hereby submits the following Verified Memorandum of Costs pursuant to NRS § 18.110:

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**Litigation Costs**

|                                                |           |                 |
|------------------------------------------------|-----------|-----------------|
| Electronic Filing Fees .....                   | \$        | 56.00           |
| Runner/Process Server Costs .....              | \$        | 871.08          |
| Photocopies/Fax Costs .....                    | \$        | 367.60          |
| Postage Costs .....                            | \$        | 76.13           |
| Legal Research Fees (WestLaw, LexisNexis)..... | \$        | 884.45          |
| <b>TOTAL COSTS AND DISBURSEMENTS.....</b>      | <b>\$</b> | <b>2,256.06</b> |

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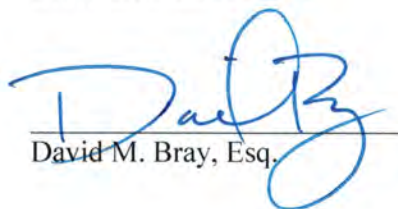
**SWORN DECLARATION OF**  
**DAVID M. BRAY, ESQ.**

I, DAVID M. BRAY, ESQ., being duly sworn, state: that declarant is the attorney for Plaintiff and has personal knowledge of the above costs and disbursements expended; that the items contained in the above memorandum are true and correct to the best of this declarant's knowledge and belief; and that said disbursements have been necessarily incurred in this action.

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

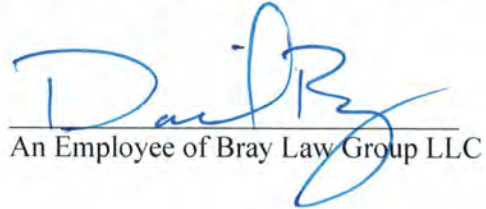
Dated this 13<sup>th</sup> day of April, 2020.

BRAY LAW GROUP LLC

  
\_\_\_\_\_  
David M. Bray, Esq.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 13<sup>th</sup> day of April 2020, I served a true and correct copy of the foregoing **PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION'S VERIFIED MEMORANDUM OF COSTS AND DISBURSEMENTS** via the Eighth Judicial District Court electronic filing and service system on all parties requiring notice.

  
An Employee of Bray Law Group LLC



# **LITIGATION**

# **COSTS**

# ***Electronic Filing fees***

| <b>Date</b>  | <b>Description</b>                                                                                                             | <b>Costs</b>   |
|--------------|--------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1/22/2019    | E-File Filing Fees (Jerry Hines vs. Copper Creek HOA)                                                                          | \$3.50         |
| 2/28/2019    | E-File Filing Fees                                                                                                             | \$7.00         |
| 4/30/2019    | E-File Filing Fees A-19-791060-C                                                                                               | \$3.50         |
| 5/3/2019     | E-File Filing Fees (Copper Creek Homeowners Association vs. Nickel Mine Avenue Trust)                                          | \$3.50         |
| 6/30/2019    | E-File Filing Fees - June 2019                                                                                                 | \$3.50         |
| 8/31/2019    | E-File Filing Fees                                                                                                             | \$3.50         |
| 11/30/2019   | E-File Filing Fees (Wiznet) - Nov. 2019                                                                                        | \$3.50         |
| 11/30/2019   | E-File Filing Fees (Wiznet) - Oct. 2019                                                                                        | \$3.50         |
| 1/31/2020    | E-File Filing Fees - Notice of Dissociation of Counsel                                                                         | \$3.50         |
| 1/31/2020    | E-File Filing Fees - Notice of Entry of Stipulation and Order to Continue Evidentiary Hearing                                  | \$3.50         |
| 1/31/2020    | E-File Filing Fees - Stipulation and Order to Continue Evidentiary Hearing                                                     | \$3.50         |
| 2/10/2020    | E-File Filing Fees - Plaintiffs Substitution of Counsel                                                                        | \$3.50         |
| 4/6/2020     | E-File Filing Fees - Notice of Entry of Order Granting, In Part, and Denying, In Part, Plaintiff's Motion for Summary Judgment | \$3.50         |
| 4/6/2020     | E-File Filing Fees - Order Granting, In Part, and Denying, In Part, Plaintiff's Motion for Summary Judgment                    | \$3.50         |
| 4/9/2020     | E-File Filing Fees - Plaintiffs Verified Memorandum of Costs and Disbursements                                                 | \$3.50         |
| <b>TOTAL</b> |                                                                                                                                | <b>\$56.00</b> |

# *Runner/Process Server Costs*

| <b>Date</b>  | <b>Description</b>                                                                                                                    | <b>Cost</b>     |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 4/18/2019    | First Legal American Legal Services NV - Process Server to Mahogany Meadows Ave Trust (3/22)                                          | \$32.50         |
| 4/18/2019    | First Legal American Legal Services NV - Process Server to Nickel Mine Ave Trust (3/22)                                               | \$62.43         |
| 4/18/2019    | First Legal American Legal Services NV - Process Server to Saticy Bay LLC (3/22)                                                      | \$62.43         |
| 4/18/2019    | First Legal American Legal Services NV - Process Server to Traverline Lane Trust (3/22)                                               | \$32.50         |
| 4/18/2019    | Nationwide Legal, LLC - Courier to Clark County District Court 03/14/19                                                               | \$25.00         |
| 4/18/2019    | Nationwide Legal, LLC - Courier to Clark County District Court 03/18/19                                                               | \$25.00         |
| 4/23/2019    | First Legal American Legal Services NV - Process Server to Mahogany Meadows Ave Trust (03/29)                                         | \$62.43         |
| 4/23/2019    | First Legal American Legal Services NV - Process Server to Mahogany Meadows Ave Trust (04/05)                                         | \$32.50         |
| 4/23/2019    | First Legal American Legal Services NV - Process Server to Nickel Mine Ave Trust (03/29)                                              | \$62.43         |
| 4/23/2019    | First Legal American Legal Services NV - Process Server to Nickel Mine Ave Trust (04/05)                                              | \$62.43         |
| 4/23/2019    | First Legal American Legal Services NV - Process Server to Traverline Lane Trust (03/29)                                              | \$62.43         |
| 4/23/2019    | First Legal American Legal Services NV - Process Server to Traverline Lane Trust (04/05)                                              | \$32.50         |
| 6/30/2019    | Nationwide Legal, LLC - Courier to Clark County District Court 05/21/19                                                               | \$25.00         |
| 9/16/2019    | Nationwide Legal, LLC: Filing at Clark County 8/23/19, 8/27/19; Inv. #11504                                                           | \$50.00         |
| 10/16/2019   | Nationwide Legal, LLC: Deliver courtesy binder to Judge 9/17/19; Inv. #12118                                                          | \$40.50         |
| 10/16/2019   | Nationwide Legal, LLC: Deliver motion for Judge's review 9/5/19; Inv. #11872                                                          | \$10.00         |
| 11/13/2019   | Nationwide Legal, LLC: Courier fee to Eighth Judicial District Court 10/22/19; Inv. #12824                                            | \$40.50         |
| 1/31/2020    | Nationwide Legal, LLC: Courier fees to Turn Key Property & Eighth Judicial District Court (11/19/19, 11/20/19, 11/22/19); Inv. #13537 | \$150.50        |
| <b>TOTAL</b> |                                                                                                                                       | <b>\$871.08</b> |

# ***Photocopies/Fax Costs***

| <b>Date</b>  | <b>Description</b>              | <b>Costs</b>    |
|--------------|---------------------------------|-----------------|
| 1/31/2019    | Monthly B&W Photocopy Charges   | \$103.00        |
| 1/31/2019    | Monthly Color Photocopy Charges | \$109.00        |
| 2/28/2019    | Monthly B&W Photocopy Charges   | \$8.60          |
| 2/28/2019    | Monthly Color Photocopy Charges | \$7.00          |
| 3/29/2019    | Monthly B&W Photocopy Charges   | \$1.00          |
| 5/31/2019    | Monthly B&W Photocopy Charges   | \$1.40          |
| 6/30/2019    | Monthly B&W Photocopy Charges   | \$0.20          |
| 7/31/2019    | Monthly B&W Photocopy Charges   | \$3.20          |
| 9/30/2019    | Monthly B&W Photocopy Charges   | \$29.40         |
| 10/31/2019   | Monthly B&W Photocopy Charges   | \$104.80        |
| <b>TOTAL</b> |                                 | <b>\$367.60</b> |

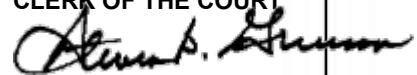
# *Postage Costs*



| Date         | Description             | Costs          |
|--------------|-------------------------|----------------|
| 1/31/2019    | Monthly Postage Charges | \$75.63        |
| 8/30/2019    | Monthly Postage Charges | \$0.50         |
| <b>TOTAL</b> |                         | <b>\$76.13</b> |

# *Legal Research fees*

| <b>Date</b>  | <b>Description</b>                         | <b>Costs</b>    |
|--------------|--------------------------------------------|-----------------|
| 1/31/2019    | Legal Research Fees (West Law, LexisNexis) | \$283.72        |
| 9/30/2019    | Legal Research Fees (West Law, LexisNexis) | \$105.44        |
| 10/31/2019   | Legal Research Fees (West Law, LexisNexis) | \$142.20        |
| 11/30/2019   | Legal Research Fees (West Law, LexisNexis) | \$297.07        |
| 12/31/2019   | Legal Research Fees (West Law, LexisNexis) | \$56.02         |
| <b>TOTAL</b> |                                            | <b>\$884.45</b> |



1 **MAFC**

2 David M. Bray, Esq. SBN 12706  
3 BRAY LAW GROUP LLC  
4 1180 N. Town Center Dr. Ste. 100  
5 Las Vegas, NV 89144  
6 Telephone: (702) 623-0046  
7 Facsimile: (725) 210-5800  
8 [david@braylawgroup.com](mailto:david@braylawgroup.com)  
9 *Attorney for Plaintiff*

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

12 **COPPER CREEK HOMEOWNERS**  
13 **ASSOCIATION a Nevada Nonprofit**  
14 **Corporation,**

15 **Plaintiff,**

16 **v.**

17 **NICKEL MINE AVENUE TRUST, a Nevada**  
18 **irrevocable trust; TRAVERTINE LANE**  
19 **TRUST, a Nevada irrevocable trust;**  
20 **MAHOGANY MEADOWS AVENUE**  
21 **TRUST, a Nevada irrevocable trust;**  
22 **SATICOY BAY, LLC, a Nevada Limited**  
23 **Liability Company; DOES I through V; and**  
24 **ROE CORPORATIONS I through V,**

25 **Defendants.**

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

**HEARING NOT REQUESTED**

26 Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), by and  
27 through its counsel, BRAY LAW GROUP LLC, the prevailing party in the above captioned  
28 action, hereby submits Plaintiff's Motion for An Award of Attorneys' Fees and Costs.

This Motion is supported by the attached Memorandum of Points and Authorities, the

///

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///

1 attached exhibits, the pleadings and papers on file herein and any oral argument that may be  
2 presented to the Court.

3 DATED: April 27, 2020.

BRAY LAW GROUP LLC

4 /s/ David Bray

5 By

David M. Bray, Esq. SBN 12706  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Attorney for Plaintiff

6  
7  
8  
9 **MEMORANDUM OF POINTS AND AUTHORITIES**

10  
11 **I. UNDISPUTED STATEMENT OF FACTS**

12 This matter arises from Defendants' NICKEL MINE AVENUE TRUST; TRAVERTINE  
13 LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and SATICOY BAY, LLC  
14 (collectively "Defendants") material breach of a confidential Settlement Agreement and  
15 Release ("*Settlement Agreement*"), which was reached as part of a prior lawsuit between the  
16 parties.<sup>1</sup> [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]

22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 <sup>1</sup> To preserve the confidential nature of the *Settlement Agreement*, Plaintiff has redacted portions  
27 of the instant Motion, but will provide unredacted versions to both Defendants and the Court  
28 for in-camera review; *See* Order Granting Plaintiff's Motion for Leave to File a Motion for  
Summary Judgment with Redaction Pursuant to Nevada Rules for Sealing and Redacting Court  
Records on Order Shortening Time, filed 09-24-19.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

On March 13, 2019, Plaintiff filed a Complaint against Defendants alleging claims of (1) breach of contract; (2) breach of covenant of good faith and fair dealing; (3) fraud in the inducement/intentional misrepresentation; (4) negligent misrepresentation; and (5) civil conspiracy. On October 22, 2019, Plaintiff filed a Motion for Summary Judgment as there was no genuine issue of material fact that Defendants had breached the *Settlement Agreement* [REDACTED]

[REDACTED] Following an evidentiary hearing, the Court granted, in part, and denied, in part, Plaintiff's Motion for Summary Judgment.<sup>4</sup> The

<sup>2</sup> *Id.* (emphasis added).

<sup>3</sup> See Plaintiff's Motion for Summary Judgment, filed 10-22-19.

<sup>4</sup> See Order Granting, In Part, And Denying, In Part, Plaintiff's Motion for Summary Judgment, filed 04-03-20.

1 Court found that [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13

14 On April 13, 2020, pursuant to NRS 18.110, Plaintiff filed its Verified Memorandum of  
15 Costs and Disbursements, to which Defendants did **not** file any Motion to Retax.<sup>7</sup> Therefore,  
16 as the prevailing party, pursuant to the express terms of the *Settlement Agreement*, NRS 18.010,  
17 and NRS 18.020, Plaintiff now requests an award of its incurred attorneys' fees and costs.

18 **II. ARGUMENT**

19 **A. THE ASSOCIATION IS ENTITLED TO RECOVER ITS REASONABLE**  
20 **ATTORNEYS' FEES AND COSTS PURSUANT TO THE EXPRESS**  
21 **TERMS OF THE SETTLEMENT AGREEMENT**

22 **1. As the Prevailing Party, Plaintiff Is Entitled to Recover Its Attorneys' Fees**  
23 **And Costs Incurred As Part of its Enforcement of the *Settlement Agreement***

24 It is undisputable that Plaintiff is the prevailing party in the instant matter, as Defendants  
25 have been found, as a matter of law, to have breached the terms of the *Settlement Agreement*.  
26

27 <sup>5</sup> *Id.* at 2:7-12.

28 <sup>6</sup> See Exhibit "1" – *Settlement Agreement*.

<sup>7</sup> See Plaintiff's Verified Memorandum of Costs and Disbursements, filed 04-13-20.

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED] In determining whether the  
5 amount requested is reasonable, the district court has great discretion, to be “tempered only by”  
6 reason and fairness,”<sup>8</sup> however, it must conduct its analysis under the factors announced in  
7 *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969).  
8

9 The Nevada Supreme Court summarized the method for determining an award of  
10 reasonable attorneys’ fee as follows:  
11

12 In Nevada, the method upon which a reasonable fee is determined is subject to the  
13 discretion of the court, which is tempered only by reason and fairness. Accordingly, in  
14 determining the amount of fees to award, the court is not limited to one specific  
15 approach; its analysis may begin with any method rationally designed to calculate a  
16 reasonable amount, including those based on a lodestar amount or a contingency fee.  
17 We emphasize that, whichever method is chosen as a starting point, however, the court  
18 must continue its analysis by considering the requested amount in light of the factors  
19 enumerated by this court in *Brunzell v. Golden Gate National Bank*, namely, the  
20 advocate’s professional qualities, the nature of the litigation, the work performed, and  
21 the result. In this manner, whichever method the court ultimately uses, the result will  
22 prove reasonable as long as the court provides sufficient reasoning and findings in  
23 support of its ultimate determination.<sup>9</sup>  
24

25 The *Shuette* Court stated regardless of which method is chosen as a starting point for the  
26 Court’s fee calculation (lodestar or a contingency), “the court must continue its analysis by  
27 considering the requested amount in light of the factors enumerated by this court in *Brunzell*,  
28 namely, the advocate’s professional qualities, the nature of the litigation, the work performed,  
and the result.” *Shuette*, 121 Nev. at 865.

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27 <sup>8</sup> *Shuette v. Beazer Homes Holding Corp.*, 121 Nev. 837, 863, 864, 124 P.3d 530, 548 (2005).

28 <sup>9</sup> See *Shuette v. Beazer Homes Holding Corp.*, 121 Nev. 837, 864-65 (2005)(footnotes omitted)(internal quotations omitted).



1 [I]t seems advisable that we state the well-known basic elements to be considered in  
2 determining the reasonable value of an attorney's services. From a study of the  
3 authorities it would appear such factors may be classified under four general headings  
4 (1) the qualities of the advocate: his ability, his training, education, experience,  
5 professional standing and skill; (2) the character of the work to be done: its difficulty,  
6 its intricacy, its importance, time and skill required, the responsibility imposed and the  
7 prominence and character of the parties where they affect the importance of the  
8 litigation; (3) the work actually performed by the lawyer: the skill, time and attention  
9 given to the work; (4) the result: whether the attorney was successful and what benefits  
10 were derived. *See* 7 C.J.S. Attorney and Client §191 a.(2), P.1080 et. seq.; 5 Am. Jur.  
11 Attorneys at Law, Section 198. *C.f. Ives v. Lessing*, 19 Ariz. 208, 168 P.506.  
12 Furthermore, good judgment would dictate that each of these facts be given  
13 consideration by the trier of fact and that no one element should predominate or be given  
14 undue weight.<sup>10</sup>

15 Here, this analysis favors an award of the lodestar amount requested by Plaintiff.

16 **a. The Qualities of the Advocate**

17 This factor is addressed in the attached Declaration of David M. Bray, Esq.<sup>11</sup> As detailed  
18 in the Declaration, Plaintiff's counsel (Angius & Terry LLP & Bray Law Group LLC) are both  
19 experienced litigation firms that have handled hundreds of cases in California, Nevada and  
20 Florida. Indeed, the practice of Plaintiff's counsel centers largely around homeowner  
21 association law, such as those presented in this case.<sup>12</sup>

22 Adding to the qualities of Plaintiff's counsel is that the law firms of Angius & Terry  
23 LLP and Bray Law Group LLC have prosecuted similar claims in various other communities  
24 throughout Southern Nevada for over 30 years. As such, Plaintiff's counsel was uniquely suited  
25 to prosecute these claims against Defendants.

---

26 <sup>10</sup> *Id.* at 349-350; 455 P.2d 31, 33 (1969)(citing *Schwartz v. Schwerin*, 336 P.2d 144, 146 (Ariz.  
27 1959)).

28 <sup>11</sup> *See* Exhibit "2" – Declaration of David M. Bray, Esq. in support of Plaintiff's Motion for An  
Award of Attorneys' Fees and Costs.

<sup>12</sup> *Id.*

1 The knowledge and ability of Plaintiff's counsel was demonstrated by way of its  
2 prosecution in the instant matter. [REDACTED]

3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 **b. The Character of the Work Performed**

9 As further detailed in the Declaration of David M. Bray, Esq., Plaintiff's counsel has  
10 spent over one hundred ninety-two (192) hours prosecuting this action and working to overcome  
11 the frivolous defenses presented by Defendants. The character of the work performed has only  
12 been required in order to enforce terms of the *Settlement Agreement* that Defendants agreed  
13 upon in arm-length negotiations between the parties.  
14

15 **c. The Work Actually Performed by the Lawyer**

16 To evaluate a fee request based on a lodestar analysis, the Court next must determine  
17 that the hours incurred were reasonably expended. In order to do so, counsel's declaration  
18 should indicate the type of legal services provided, the date the service was provided, the  
19 attorney providing the service (if more than one attorney was involved), and the time spent in  
20 providing the service.<sup>13</sup> Importantly, the *Schweiger* Court stated that it is insufficient to provide  
21 the court with broad summaries of the work done and time incurred, declaring: "[A]ny attorney  
22 who hopes to obtain an allowance from the court should keep accurate and current records  
23 of work done and time spent."<sup>14</sup> Without sufficient detail, the court cannot determine whether  
24  
25  
26  
27

28 <sup>13</sup> *Schweiger v. China Doll Restaurant, Inc.*, 673 P.2d 927, 932 (Ariz. Ct. App. 1983).

<sup>14</sup> *Id.* at 932 citing *In re Hudson & Manhattan R.R. Co.*, 339 F.2d 114, 115 (2<sup>nd</sup> Cir. 1964).

1 the hours claimed are justified.<sup>15</sup> Counsel needs to prepare their summaries based on  
2 contemporaneous time records that indicate the work performed by each attorney for whom  
3 fees are sought.<sup>16</sup> Additionally, in instances where counsel expects that the fee application will  
4 be opposed on the grounds that the hours claims are excessive, counsel should submit actual  
5 time records to support the fee request.<sup>17</sup>

6  
7 In addition, in *Payless Shoe Source, Inc. v. W/J Commercial Venture, L.P.*, a Kansas  
8 court applying Nevada law to conduct a lodestar analysis extensively reviewed the time sheets  
9 to determine whether the attorneys' fee award was reasonable.<sup>18</sup> The Court referenced billing  
10 sheets and un-redacted time sheets to determine what services were performed, who performed  
11 the services, whether those services were necessary, whether the billing rate was reasonable,  
12 and whether the time devoted to those services was reasonable.

13  
14 Here, through the Declaration of David M. Bray, Esq. and Exhibit "3", Plaintiff has  
15 submitted all of the timesheets for legal services performed for their attorneys' fees. By  
16 submitting the actual timesheets, just like the court in *Payless Shoe Sources*, this Court has the  
17 ability to determine what services were performed, who performed the services, whether those  
18 services were necessary and whether the time devoted to those services was reasonable. These  
19 timesheets were generated based on *contemporaneous time records that indicate the work*  
20 *performed by each attorney in significant detail.*  
21  
22  
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26 <sup>15</sup> *Id.*

27 <sup>16</sup> *Id.*

28 <sup>17</sup> *Id.* (citing *Laje v. R.E. Thomason General Hospital*, 665 F.2d 724, 730 (5<sup>th</sup> Cir. 1982)).

<sup>18</sup> *Payless Shoe Source, Inc. v. W/J Commercial Venture, L.P.*, U.S. Dist. LEXIS 110758 p.60-71 (D. Kan. Aug. 8, 2012).

As of this filing (i.e., April 27, 2020), Plaintiff's counsel have expended approximately one hundred ninety-two (192.00) hours prosecuting this action.<sup>19</sup> The above includes time spent by attorneys and paralegals assigned to the matter. Moreover, Plaintiff's counsel has been billing Plaintiff directly for the work performed, as well as the incurred costs, which is set forth below. As such, Plaintiff's counsel's work on this matter has been necessary and reasonable.

**d. The Result**

Here, Plaintiff's counsel gained the best possible outcome for Plaintiff, specifically a summary judgment on Plaintiff's claims and an issuance of a permanent injunction against Defendants. It is undisputable that Plaintiff is the prevailing party in the matter, and summary judgment and an injunction would likely not have been obtained, but for, the retention of Plaintiff's counsel.

Having put forth the necessary work to successfully prosecute Plaintiff's claims, Plaintiff has satisfied those requirements as articulated by the *Brunzell* Court, and accordingly, ask that the attorneys' fees totaling thirty eight thousand four hundred fifty-eight dollars and zero cents (\$38,458.00) be awarded.<sup>20</sup>

This fee requested is based upon the hourly rate directly charged to Plaintiff of \$275 for partners, \$250 for associates and \$160 for paralegals, which is commensurate with rates charged by other attorneys handling similar cases here in Clark County.<sup>21</sup>

<sup>19</sup> See Declaration of David M. Bray, Esq.

<sup>20</sup> See Declaration of David M. Bray, Esq. and Exhibit "3", which details the time spent by Plaintiff's counsel prosecuting the matter.

<sup>21</sup> Table of Angius & Terry LLP & Bray Law Group LLC's personnel:

|                     |                             |
|---------------------|-----------------------------|
| Partners            | SPK = Scott P. Kelsey, Esq. |
| Associate Attorneys | DMB = David M. Bray, Esq.   |
| Paralegals          | ALM = Amy L. McConnell      |

1                   **2. An Award of Plaintiff's Attorneys' Fees and Costs Are Also Appropriate**  
2                   **Under NRS 18.010(2)(b), As Defendants' Defenses Were "Frivolous" and**  
3                   **"Vexatious"**

4                   Separate from the express terms of the *Settlement Agreement*, NRS 18.010 also  
5                   provides authority for an award of Plaintiff's incurred attorneys' fees and costs. NRS  
6                   18.010(2)(b) provides in pertinent part:

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

9                   ...

10                   (b) Without regard to the recovery sought, when the court finds that the claim,  
11                   counterclaim, cross-claim or third-party complaint or defense of the opposing party  
12                   was brought or maintained without reasonable ground or to harass the prevailing  
13                   party. The court shall liberally construe the provisions of this paragraph in favor of  
14                   awarding attorney's fees in all appropriate situations. It is the intent of the  
15                   Legislature that the court award attorney's fees pursuant to this paragraph and  
16                   impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all  
17                   appropriate situations to punish for and deter frivolous or vexatious claims and  
18                   defenses because such claims and defenses overburden limited judicial resources,  
19                   hinder the timely resolution of meritorious claims and increase the costs of engaging  
20                   in business and providing professional services to the public. (emphasis added).

21                   Here, Defendants had no actual defense for its breach of the *Settlement Agreement*. Indeed,  
22                   Defendants' counsel at the hearing on the Motion for Summary Judgment conceded that he was  
23                   unaware whether the Subject Homes were actually being rented at that time. [REDACTED]

24                   [REDACTED]  
25                   [REDACTED] Defendants' actions thus required the filing of the instant  
26                   lawsuit which ultimately resulted in a waste of this court's resources as the defense for the  
27                   breach was frivolous and vexatious, and therefore sanctionable. As such, the Court is within its  
28                   authority to issue an award of Plaintiff's attorneys' fees and costs, in order to deter such  
meritless behavior from hindering the limited resources and time of this Court.

1                   **3. As the Prevailing Party in This Matter, NRS 18.020 Provides Plaintiff with**  
2                   **an Award of Its Incurred Costs**

3                   In addition to the aforementioned provision that provides an award of costs to Plaintiff,  
4                   NRS 18.020 also expressly provides that a prevailing party may recover its costs incurred during  
5                   litigation, including:

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

                  NRS 18.005 (emphasis added).

                  As of April 27, 2020, Plaintiff has incurred a total of two thousand two hundred fifty-  
                  six dollars and six cents (\$2,256.06) in costs related to the prosecution of this matter. Plaintiff's

costs are set forth with particularity in the Declaration of David M. Bray, Esq. and Plaintiff's Verified Memorandum of Costs and Disbursement filed herein, dated April 13, 2020, and, incorporated herein by this reference.<sup>22</sup> NRCP 10(c). This amount does not include post-judgment interest on the attorneys' fees or costs. This amount is current through the filing of this request and is, of course, subject to change based upon this Court's decision to award such costs. Should additional billings be received after Plaintiff's request, a Supplement will be provided to further account for these items.<sup>23</sup>

#### 4. CALCULATION OF ATTORNEYS' FEES, COSTS AND INTEREST

Based upon the foregoing principles of law, Plaintiff is entitled to an award of the following:

| Description               | Amount             |
|---------------------------|--------------------|
| Attorneys' Fees           | \$38,458.00        |
| Costs & Expenses Incurred | \$2,256.06         |
| <b>Total Award Amount</b> | <b>\$40,714.06</b> |

Given that there are six (6) Subject Homes included in this matter, the total award of \$40,714.06 should be divided accordingly between the four (4) separate Defendants as such:

SATICOY BAY LLC  
(Owner of 6773 Granite River Lane & 6915 Silver State Avenue).....\$13,571.35

NICKEL MINE AVENUE TRUST  
(Owner of 6892 Nickel Mine Ave & 6838 Nickel Mine Avenue).....\$13,571.35

TRAVERTINE LANE TRUST  
(Owner of 6777 Travertine Lane).....\$6,785.68

MAHOGANY MEADOWS AVENUE TRUST  
(Owner of 6896 Mahogany Meadows Avenue).....\$6,785.68

<sup>22</sup> See Plaintiff's Verified Memorandum of Cost and Disbursements, filed 09-11-19.

<sup>23</sup> See also NRS 18.110.

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By David M. Bray, Esq. SBN 12706  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
*Attorney for Plaintiff*

## CERTIFICATE OF SERVICE

An Employee of Bray Law Group LLC



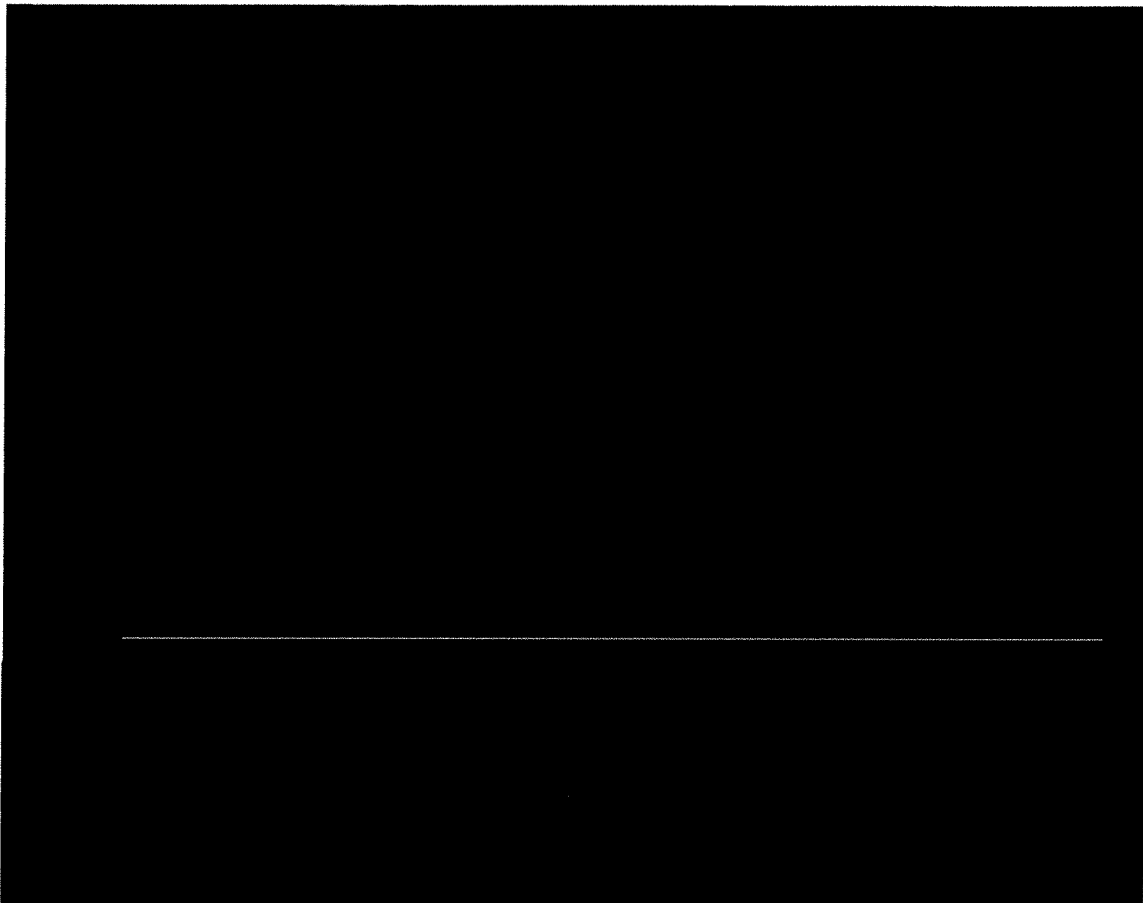
# EXHIBIT 1

# EXHIBIT 1

## SETTLEMENT AGREEMENT

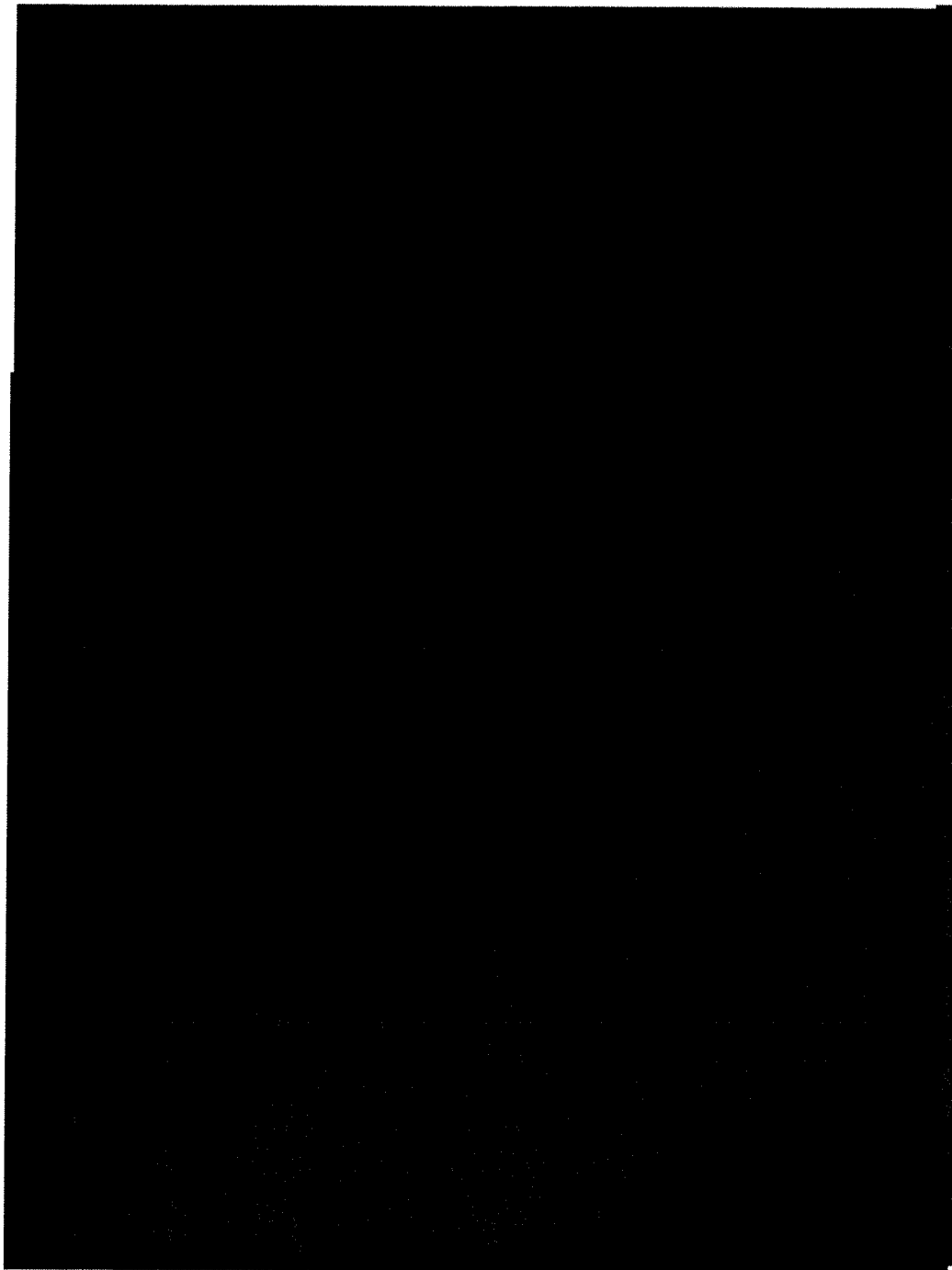
THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into this 16<sup>th</sup> day of September 2017, by and between the COPPER CREEK HOMEOWNERS ASSOCIATION (hereinafter, "COPPER CREEK") and the NICKEL MINE AVENUE TRUST, TRAVERTINE LANE TRUST, MAHOGANY MEADOWS TRUST, AND SATICOY BAY, LLC (hereinafter collectively referred to in the singular as the "Trust") (the parties being collectively referred to herein as, the "Parties").

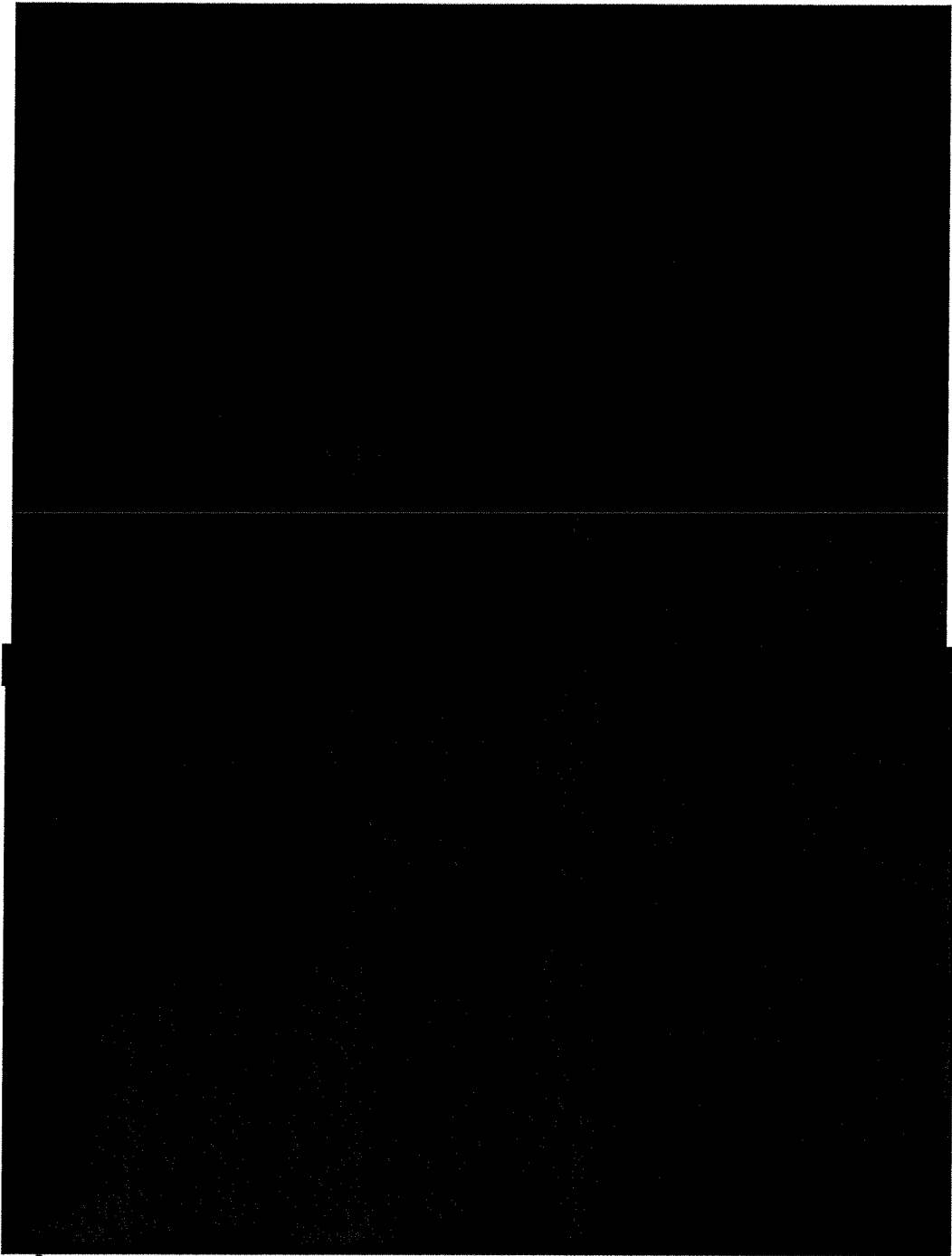
### RECITALS

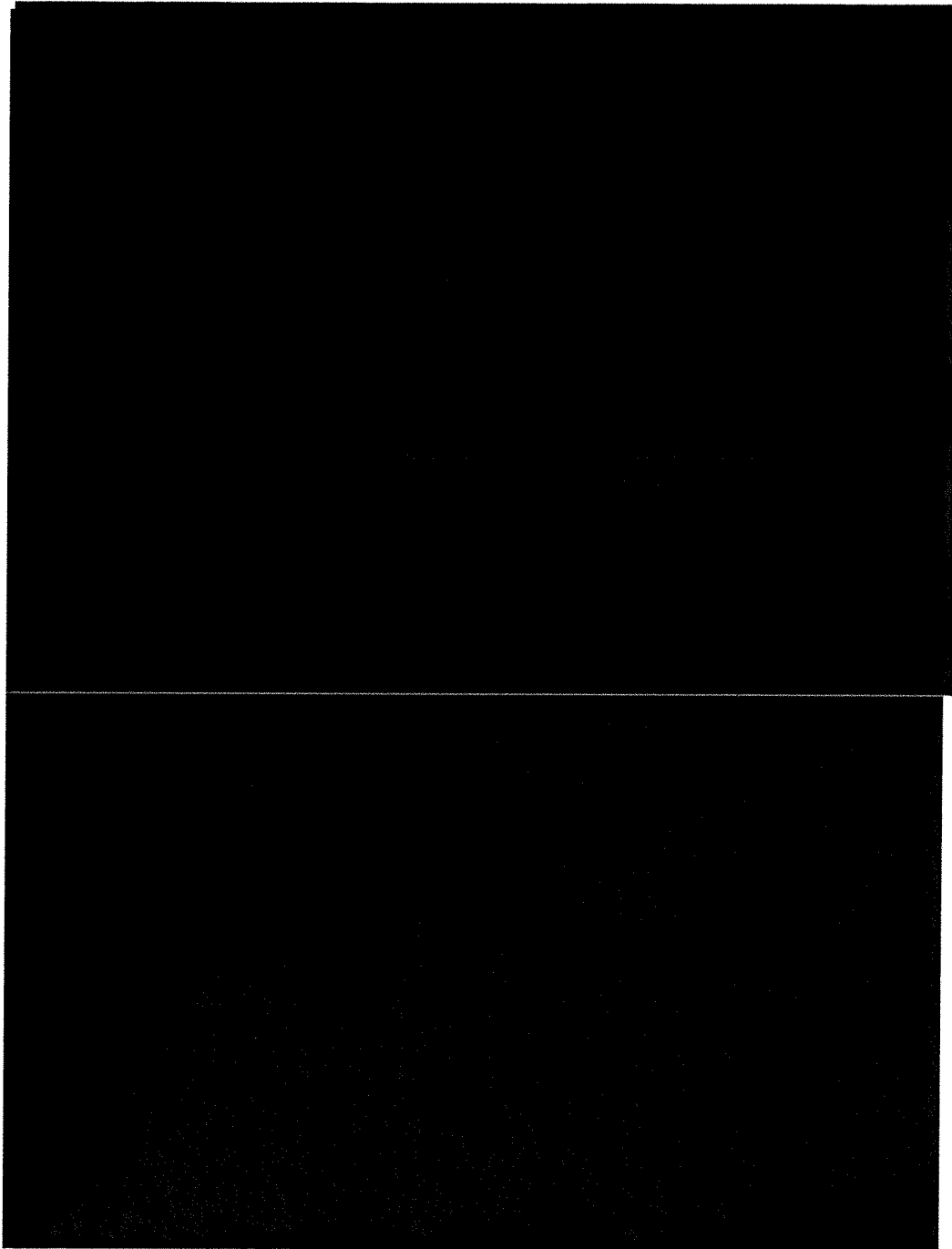


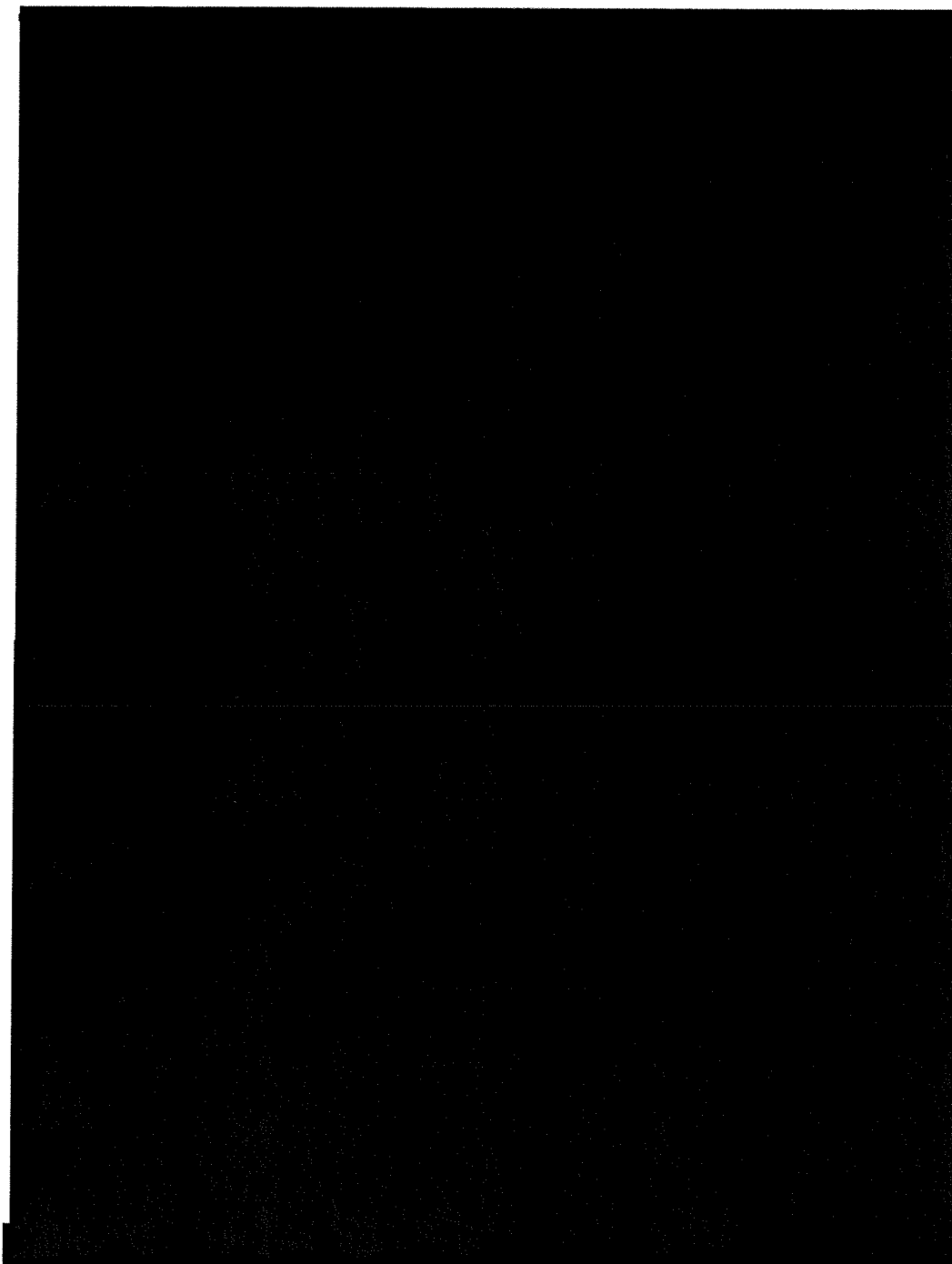
### AGREEMENT







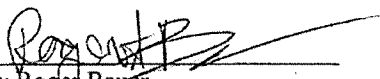






IN WITNESS WHEREOF, each of the parties executes this Agreement as specified below.

**COPPER CREEK HOMEOWNERS ASSOCIATION**


  
By: Roger Bauer  
Its: President

10-17-17  
Date

Signed and sworn (or affirmed) before me on the \_\_\_\_\_  
day of July, 2017, by Roger Bauer

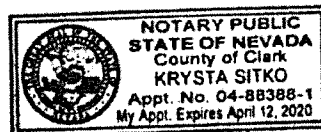
\_\_\_\_\_  
NOTARY PUBLIC

**NICKEL MINE AVENUE TRUST**

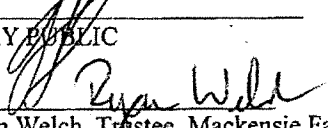
  
By: Iyad Haddad, Managing Member,  
Its: Co-Trustee

9/21/17  
Date

Signed and sworn (or affirmed) before me on the 21<sup>st</sup>  
day of SEP, 2017, by Iyad Haddad



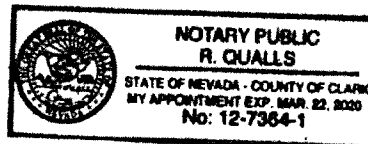
\_\_\_\_\_  
NOTARY PUBLIC

  
By: Ryan Welch, Trustee, Mackensie Family Trust  
Its: Co-Trustee

9/21/17  
Date

Signed and sworn (or affirmed) before me on the 21  
day of SEP, 2017, by RYAN WELCH

  
NOTARY PUBLIC



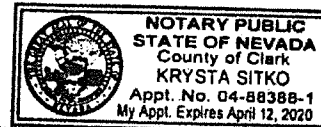
**TRAVERTINE LANE TRUST**

By: Iyad Haddad  
Its: Trustee

Date 9/21/17

Signed and sworn (or affirmed) before me on the 21st  
day of July, 2017, by Iyad Haddad

Sent.



NOTARY PUBLIC

**MAHOGANY MEADOWS AVENUE TRUST**

By: Iyad Haddad, Managing Member, Resources Group, LLC  
Its: Trustee

Date 9/21/17

Signed and sworn (or affirmed) before me on the 21st  
day of July, 2017, by Iyad Haddad

Sent.



NOTARY PUBLIC

**SATICOY BAY, LLC**

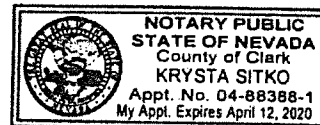
By: Iyad Haddad  
Its: Managing Member

Date 9/21/17

Signed and sworn (or affirmed) before me on the 21st  
day of July, 2017, by Iyad Haddad

Sent.

NOTARY PUBLIC





# EXHIBIT 2

# EXHIBIT 2

1                   **DECLARATION OF DAVID M. BRAY, ESQ. IN SUPPORT OF PLAINTIFF**  
2                   **COPPER CREEK HOMEOWNERS ASSOCIATION'S MOTION FOR AN AWARD**  
3                   **OF ATTORNEYS' FEES AND COSTS**

4           STATE OF NEVADA     )  
5                                         ) ss  
6           COUNTY OF CLARK   )

7           I, DAVID M. BRAY, ESQ., do hereby declare under penalty of perjury that the  
8           assertions of this Declaration are true, as follows:

9           1.       I am an attorney duly licensed to practice law in the State of Nevada and before the  
10          Court. I was an attorney with the law firm of Angius & Terry LLP and now an attorney at Bray  
11          Law Group LLC, which both have been retained as counsel for Plaintiff COPPER CREEK  
12          HOMEOWNERS ASSOCIATIONS ("Plaintiff") in this action. This Declaration is made in  
13          support of Plaintiff's Motion for An Award of Attorneys' Fees and Costs. I have personal  
14          knowledge of and am familiar with the facts set forth herein all of which are true and correct,  
15          except those matters stated to be upon information and belief, and so to those matter, I believe  
16          them to be true.

17          2.       Plaintiff originally retained Angius & Terry LLP as their attorneys of record in  
18          this matter.

19          3.       Bray Law Group LLC was substituted as counsel for Plaintiff on January 24,  
20          2020.

21          4.       Plaintiff's counsels have successfully pursued claims for and against hundreds  
22          of homeowners and homeowner associations in California, Nevada and Florida for over 30  
23          years.  
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1           5.       Both Angius & Terry LLP and Bray Law Group LLC's practices focus on  
2 community association, general counsel services and construction defect litigation representing  
3 clients in state and federal courts.

4           6.       I am aware of attorneys with comparable levels of experience in the Las Vegas  
5 area as Angius & Terry LLP and Bray Law Group LLC, and believe that the rates of \$275 per  
6 hour for partners, \$250 per hour for Associates and \$160 per hour for paralegals are comparable  
7 to rates charged by firms that represent homeowners association in a general counsel fashion.  
8

9           7.       As of the filing of the Motion, the amount of Plaintiff's incurred attorneys' fees  
10 is \$38,458.00. Plaintiff's costs related to the prosecution of this matter is \$2,256.06. These  
11 attorneys' fees and costs were actual incurred and necessary in order to obtain Plaintiff's result,  
12 namely summary judgment on Plaintiff's claims and a permanent injunction issued against  
13 Defendants.  
14

15           Further, Declarant sayeth naught.

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19           DAVID M. BRAY, ESQ.  
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# EXHIBIT 3

# EXHIBIT 3

| DATE      | PERSON | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                               | TIME | FEE        |
|-----------|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|
| 1/2/2019  | ALM    | Format, finalize, mail and e-mail Letter to Saticoy Bay LLC re: Homeowners Association's Demand Letter (6773 Granite River Lane)                                                                                                                                                                                                                                                                                                                          | 0.60 | \$96.00    |
| 1/2/2019  | ALM    | Format, finalize, mail and e-mail Letter to Nickel Mine Avenue Trust re: Homeowners Association's Demand Letter (6838 Nickel Mine Avenue)                                                                                                                                                                                                                                                                                                                 | 0.60 | \$96.00    |
| 1/2/2019  | ALM    | Format, finalize, mail, and e-mail Letter to Nickel Mine Avenue Trust re: Homeowners Association's Demand Letter (6892 Nickel Mine Avenue)                                                                                                                                                                                                                                                                                                                | 0.60 | \$96.00    |
| 1/2/2019  | ALM    | Format, finalize, mail and e-mail Letter to Travertine Lane Trust re: Homeowners Association's Demand Letter (6777 Travertine Lane)                                                                                                                                                                                                                                                                                                                       | 0.60 | \$96.00    |
| 1/2/2019  | ALM    | Format, finalize, serve and e-mail Letter to Mahogany Meadows Avenue Trust re: Homeowners Association's Demand Letter (6896 Mahogany Meadows Avenue)                                                                                                                                                                                                                                                                                                      | 0.60 | \$96.00    |
| 1/2/2019  | SPK    | Draft Homeowners Association's demand letter to Saticoy Bay LLC for 6773 Granite River Lane                                                                                                                                                                                                                                                                                                                                                               | 1.00 | \$275.00   |
| 1/2/2019  | SPK    | Draft Homeowners Association's demand letter to Nickel Mine Avenue Trust for 6838 Nickel Mine Avenue                                                                                                                                                                                                                                                                                                                                                      | 1.00 | \$275.00   |
| 1/2/2019  | SPK    | Draft Homeowners Association's demand letter to Nickel Mine Avenue Trust for 6892 Nickel Mine Avenue                                                                                                                                                                                                                                                                                                                                                      | 1.00 | \$275.00   |
| 1/2/2019  | SPK    | Draft Homeowners Association's demand letter to Travertine Lane Trust for 6777 Travertine Lane                                                                                                                                                                                                                                                                                                                                                            | 1.00 | \$275.00   |
| 1/2/2019  | SPK    | Draft Homeowners Association's demand letter to Mahogany Meadows Avenue Trust for 6896 Mahogany Meadows Avenue                                                                                                                                                                                                                                                                                                                                            | 1.00 | \$275.00   |
| 1/10/2019 | ALM    | Format, finalize, e-mail, and mail Letter to R. Young regarding Notice of Homeowners Association; demand letters                                                                                                                                                                                                                                                                                                                                          | 0.40 | \$64.00    |
| 1/10/2019 | SPK    | Draft letter to former counsel for Nickel Mine Avenue, Travertine Lane Trust, Mahogany Meadows Avenue Trust and Saticoy Bay LLC re: courtesy notice of breaches of settlement agreement with Homeowners Association and further handling of the same                                                                                                                                                                                                      | 1.00 | \$275.00   |
| 1/14/2019 | ALM    | Process Return Receipts ('green cards') regarding Demand letters sent regarding 6915 Silver State, 6896 Mahogany Meadows, 6777 Travertine, 6838 Nickel Mine, 6892 Nickel Mine, and 6773 Granite River                                                                                                                                                                                                                                                     | 0.60 | \$96.00    |
| 1/14/2019 | SPK    | Telephone call with Legal Assistant for former counsel for Nickel Mine Avenue, Travertine Lane Trust, Mahogany Meadows Avenue Trust and Saticoy Bay LLC re: response to courtesy notice of breaches of settlement agreement with Homeowners Association                                                                                                                                                                                                   | 0.10 | \$27.50    |
| 1/16/2019 | ALM    | Update Certificate of Service on Motion to Reopen Case                                                                                                                                                                                                                                                                                                                                                                                                    | 0.60 | \$96.00    |
| 1/16/2019 | SPK    | Draft Homeowners Association's motion to re-open case                                                                                                                                                                                                                                                                                                                                                                                                     | 4.30 | \$1,182.50 |
| 1/17/2019 | ALM    | Format, finalize, e-file, e-serve, and mail Defendant Copper Creek Homeowners Association's Motion to Re-Open Case                                                                                                                                                                                                                                                                                                                                        | 1.20 | \$192.00   |
| 1/18/2019 | ALM    | Finalize, e-mail, and mail letter to Homeowners Association Board of Directors regarding status update                                                                                                                                                                                                                                                                                                                                                    | 0.30 | \$48.00    |
| 1/18/2019 | SPK    | Draft letter to Homeowners Association Board re: case status update                                                                                                                                                                                                                                                                                                                                                                                       | 1.80 | \$495.00   |
| 1/23/2019 | SPK    | Email communication with Homeowners Association Community Manager re: notice of Saticoy Bay LLC's continued leasing of 6773 Granite River Lane, including review of email from Megan Rougeaux with Turn Key Property Solutions (Property Manager for Saticoy Bay LLC), Saticoy Bay's Lease with Laura Landeros (effective January 22, 2019) and Property Management Agreement between Saticoy Bay LLC and Turn Key Property Solutions dated July 14, 2013 | 0.80 | \$220.00   |
| 1/23/2019 | SPK    | Email communication with Megan Rougeaux with Turn Key Property Solutions (Property Manager for Saticoy Bay LLC) re: notice of Homeowners Association's demand letter to Saticoy Bay LLC pertaining to 6773 Granite River Lane and Homeowners Association's pending Motion to Re-Open Case                                                                                                                                                                 | 0.20 | \$55.00    |

|           |     |                                                                                                                                                                                                                                                                                                                                                                                    |      |          |
|-----------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|
| 1/28/2019 | ALM | Calendar Hearing and response deadlines pursuant to Copper Creek's Motion to Re-Open Case                                                                                                                                                                                                                                                                                          | 0.20 | \$32.00  |
| 2/13/2019 | SPK | Email communication with Homeowners Association Community Manager re: Nickel Mine Avenue's request for Homeowners Association's fine ledgers and further handling of the same                                                                                                                                                                                                      | 0.20 | \$55.00  |
| 2/15/2019 | ALM | Prepare Notice of Non-Opposition to Defendant Copper Creek Homeowners Association's Motion to Re-Open Case                                                                                                                                                                                                                                                                         | 0.40 | \$64.00  |
| 2/15/2019 | ALM | Finalize, e-file and serve Notice of Non-Opposition to Defendant Copper Creek Homeowners Association's Motion to Re-Open Case                                                                                                                                                                                                                                                      | 0.30 | \$48.00  |
| 2/15/2019 | ALM | telephone call with Dept. JEA regarding protocol for non-opposition to Motion; consult with D. Bray and S. Kelsey regarding same                                                                                                                                                                                                                                                   | 0.30 | \$0.00   |
| 2/15/2019 | DMB | Analyze and dictate amendments to Copper Creek HOA's Notice of Non-Opposition to Motion to Re-Open Case                                                                                                                                                                                                                                                                            | 0.30 | \$25.00  |
| 2/22/2019 | SPK | Email correspondence with Nadia Haddad re: request for Homeowners Association's updated fine summaries for 6773 Granite River Lane, 6777 Travertine Lane, 6896 Mahogany Meadows Avenue, 6838 Nickel Mine Avenue, 6892 Nickel Mine Avenue and 6915 Silver State Avenue                                                                                                              | 0.30 | \$82.50  |
| 2/22/2019 | SPK | Draft proposed order granting Homeowners Association's motion to re-open case                                                                                                                                                                                                                                                                                                      | 0.60 | \$165.00 |
| 2/22/2019 | SPK | Email communication with Homeowners Association Community Manager re: request for Homeowners Association's updated fine summaries for 6773 Granite River Lane, 6777 Travertine Lane, 6896 Mahogany Meadows Avenue, 6838 Nickel Mine Avenue, 6892 Nickel Mine Avenue and 6915 Silver State Avenue and update on upcoming hearing on Homeowners Association's motion to re-open case | 0.30 | \$82.50  |
| 2/22/2019 | SPK | Prepare for attending District Court hearing on Homeowners Association's motion to re-open case, including review of Homeowners Association's litigation documents and drafting outline of oral arguments in support of the same                                                                                                                                                   | 0.80 | \$220.00 |
| 2/25/2019 | ALM | Calendar follow up-hearing and deadline to file supplemental brief                                                                                                                                                                                                                                                                                                                 | 0.10 | \$0.00   |
| 2/25/2019 | SPK | Attend District Court hearing on Homeowners Association's motion to re-open case at the Regional Justice Center (including travel time)                                                                                                                                                                                                                                            | 1.60 | \$440.00 |
| 2/26/2019 | ALM | telephone call to JEA regarding how to proceed regarding Motion to Re-Open Case                                                                                                                                                                                                                                                                                                    | 0.10 | \$0.00   |
| 2/26/2019 | ALM | Finalize, e-file, e-serve and mail Notice of Withdrawal of Defendant Copper Creek Homeowners Association's Motion to Re-Open Case                                                                                                                                                                                                                                                  | 0.30 | \$48.00  |
| 2/26/2019 | SPK | Review additional applicable Nevada case law and statutory authority regarding potential Department 13 jurisdictional issue pertaining to Homeowners Association's motion to re-open case to determine if distinguishable from factual and procedural history of Homeowners Association's case                                                                                     | 0.50 | \$137.50 |
| 2/26/2019 | SPK | Draft notice of withdrawal of Homeowners Association's motion to re-open case                                                                                                                                                                                                                                                                                                      | 0.30 | \$82.50  |
| 3/1/2019  | ALM | telephone call with Law Clerk regarding hearing on Motion to Re-Open case still calendared, confirming that Court has made note of the Notice to Withdraw Motion to Re-Open and no attendance is necessary at the hearing                                                                                                                                                          | 0.10 | \$0.00   |
| 3/1/2019  | SPK | Email communication with Homeowners Association Community Manager re: Homeowners Association's updated fine summaries for 6773 Granite River Lane, 6777 Travertine Lane, 6896 Mahogany Meadows Avenue, 6838 Nickel Mine Avenue, 6892 Nickel Mine Avenue and 6915 Silver State Avenue                                                                                               | 0.10 | \$27.50  |
| 3/1/2019  | SPK | Review Homeowners Association's updated fine summaries for 6773 Granite River Lane, 6777 Travertine Lane, 6896 Mahogany Meadows Avenue, 6838 Nickel Mine Avenue, 6892 Nickel Mine Avenue and 6915 Silver State Avenue                                                                                                                                                              | 0.30 | \$82.50  |

|           |     |                                                                                                                                                                                                                                                                                                                     |      |          |
|-----------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|
| 3/1/2019  | SPK | Email correspondence with Nadia Haddad re: Homeowners Association's updated fine summaries for 6773 Granite River Lane, 6777 Travertine Lane, 6896 Mahogany Meadows Avenue, 6838 Nickel Mine Avenue, 6892 Nickel Mine Avenue and 6915 Silver State Avenue                                                           | 0.10 | \$27.50  |
| 3/12/2019 | ALM | Format complaint for attorney review                                                                                                                                                                                                                                                                                | 0.40 | \$64.00  |
| 3/12/2019 | ALM | Prepare Initial Appearance Fee Disclosure                                                                                                                                                                                                                                                                           | 0.20 | \$32.00  |
| 3/12/2019 | ALM | Prepare Civil Cover Sheet                                                                                                                                                                                                                                                                                           | 0.20 | \$32.00  |
| 3/12/2019 | DMB | Prepare Plaintiff's Complaint                                                                                                                                                                                                                                                                                       | 2.60 | \$650.00 |
| 3/12/2019 | SPK | Review and supplement Homeowners Association's complaint for damages against Nickel Mine Avenue Trust, Travertine Lane Trust, Mahogany Meadows Avenue Trust, and Saticoy Bay LLC                                                                                                                                    | 0.50 | \$137.50 |
| 3/13/2019 | ALM | Finalize, process, and e-file Complaint, Civil Cover Sheet, and Initial Appearance Fee Disclosure                                                                                                                                                                                                                   | 0.60 | \$96.00  |
| 3/14/2019 | ALM | Finalize and process letter to Honorable Ronald J. Israel regarding courtesy copy of Complaint including copy of Confidential Settlement Agreement and send to Dept. 28                                                                                                                                             | 0.40 | \$64.00  |
| 3/14/2019 | DMB | Analyze and dictate amendments to correspondence to Court re: Confidential Settlement Agreement attachment to Complaint                                                                                                                                                                                             | 0.40 | \$100.00 |
| 3/18/2019 | ALM | Prepare Summonses upon Defendants Nickel Mine Avenue Trust, Travertine Lane Trust, Mahogany Meadows Avenue Trust, and Saticoy Bay, LLC; process same and send to Court to be issued by Clerk                                                                                                                        | 0.70 | \$112.00 |
| 3/19/2019 | SPK | Prepare for attending Homeowners Association Board Meeting re: further handling of case, including review of Homeowners Association's litigation documents                                                                                                                                                          | 0.50 | \$137.50 |
| 3/19/2019 | SPK | Attend Homeowners Association Board Meeting re: further handling of case at the Copper Creek Club House (including travel time)/(travel time split with other Homeowners Association matters)                                                                                                                       | 0.80 | \$220.00 |
| 3/21/2019 | ALM | Process Summons, Civil Cover Sheet, Complaint, Confidential Exhibit to Complaint, Initial Appearance Fee Disclosure for service upon defendants Nickel Mine Avenue Trust; Travertine Lane Trust; Mahogany Meadows Avenue Trust; and Saticoy Bay, LLC and provide to First Legal                                     | 1.40 | \$224.00 |
| 3/26/2019 | ALM | Review file regarding identities of Trustees to serve on behalf of Travertine Lane Trust, Mahogany Meadows Avenue Trust, and Nickle Mine Avenue Trust, and provide same to First Legal Service                                                                                                                      | 0.20 | \$32.00  |
| 3/27/2019 | ALM | Request update from First Legal regarding status of service of Complaint upon defendants                                                                                                                                                                                                                            | 0.10 | \$16.00  |
| 3/27/2019 | ALM | Calendar deadline for Saticoy Bay, LLC to answer or otherwise respond to Complaint                                                                                                                                                                                                                                  | 0.20 | \$32.00  |
| 3/28/2019 | ALM | Correspondence with First Legal process server regarding status of process of Summonses and Complaint upon Iyad 'Eddie' Haddad, as Trustee &/or Managing Member of Defendants Nickel Mine Avenue Trust, Travertine Lane Trust, Mahogany Meadows Avenue Trust and requesting attempt of service at alternate address | 0.10 | \$16.00  |
| 3/29/2019 | ALM | Provide status update to S. Kelsey regarding attempted service upon Trusts (Iyad 'Eddie' Haddad)                                                                                                                                                                                                                    | 0.20 | \$0.00   |
| 4/4/2019  | ALM | telephone call with D. Beltran regarding process to serve I. Haddad by alternate means                                                                                                                                                                                                                              | 0.10 | \$16.00  |
| 4/5/2019  | ALM | Request service of I. Haddad at alternate address of 2021 Gray Eagle Way, Las Vegas, NV                                                                                                                                                                                                                             | 0.10 | \$16.00  |
| 4/5/2019  | ALM | Research NRCF 4.4, NRS 14.020, and NRS 14.030 regarding service of process upon artificial persons, and consult with D. Bray regarding same                                                                                                                                                                         | 0.60 | \$0.00   |
| 4/5/2019  | ALM | Consult with S. Kelsey regarding status of service upon I. Haddad, and attempting service at alternate address                                                                                                                                                                                                      | 0.10 | \$0.00   |
| 4/8/2019  | ALM | Finalize and e-serve Affidavit of Service Upon Saticoy Bay, LLC                                                                                                                                                                                                                                                     | 0.30 | \$48.00  |
| 4/9/2019  | ALM | Review correspondence from First Legal regarding additional attempt of service upon I. Haddad at 2021 Gray Eagle; consult with D. Bray regarding same                                                                                                                                                               | 0.10 | \$16.00  |

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| 4/9/2019  | ALM | Research Nevada Revised Statutes 14.020, 14.030, 81, 88A, and Nevada Rules of Civil 4.1 and 4.2 regarding service upon artificial entity doing business in Nevada, regarding requirements for certain artificial entities to appoint registered agent, and consult with D. Bray regarding same                                         | 0.80 | \$128.00 |
| 4/9/2019  | ALM | Perform internet based research in attempt to locate additional address for service upon Iyad Haddad, as trustee, managing member for defendant(er)fts, including search Las Vegas Business entities, Nevada Secretary of State Business Entities, White Pages, court dockets and filings, , and review Clark County Assessor websites | 0.60 | \$96.00  |
| 4/12/2019 | ALM | Correspondence with First Legal regarding status of service of Complaint upon I. Haddad/Trusts; consult with S. Kelsey regarding same                                                                                                                                                                                                  | 0.20 | \$32.00  |
| 4/15/2019 | ALM | correspondence with D. Beltran of First Legal regarding status of service upon I. Haddad, obo Trusts and requesting affidavit of due diligence,                                                                                                                                                                                        | 0.10 | \$16.00  |
| 4/25/2019 | ALM | Process (12) Affidavits of Due Diligence regarding attempted service upon defendants Travertine Lane Trust, Nickel Mine Avenue Trust, and Mahogany Meadows Avenue Trust; Create Matrix regarding same; consult with D. Bray regarding attempted service                                                                                | 1.60 | \$256.00 |
| 5/1/2019  | ALM | read and respond to email from S. Kelsey regarding receipts of Affidavits of Due Diligence re service attempts upon Trust defendants                                                                                                                                                                                                   | 0.10 | \$0.00   |
| 5/1/2019  | ALM | correspondence with D. Minson re filing fee allocation                                                                                                                                                                                                                                                                                 | 0.10 | \$0.00   |
| 5/15/2019 | SPK | Email communication with Homeowners Association Community Manager re: case progress and further handling of the same                                                                                                                                                                                                                   | 0.50 | \$137.50 |
| 5/16/2019 | ALM | Review file and Consult with S. Kelsey regarding service attempts upon Trust Defendants                                                                                                                                                                                                                                                | 0.30 | \$0.00   |
| 5/16/2019 | ALM | Provide Affidavits of Due Diligence to S. Kelsey                                                                                                                                                                                                                                                                                       | 0.20 | \$0.00   |
| 5/16/2019 | SPK | Email communication with Homeowners Association Community Manager re: case progress and further handling of the same                                                                                                                                                                                                                   | 0.20 | \$55.00  |
| 5/21/2019 | ALM | Review file, Nevada Rules of Civil Procedure, and prepare Default regarding Saticoy Bay LLC                                                                                                                                                                                                                                            | 0.40 | \$64.00  |
| 5/21/2019 | ALM | Format, and finalize Default re: Saticoy Bay, LLC and process to court for Clerk to issue                                                                                                                                                                                                                                              | 0.30 | \$48.00  |
| 5/21/2019 | DMB | Analyze and dictate amendments to Default Against Defendant Saticoy Bay                                                                                                                                                                                                                                                                | 0.40 | \$100.00 |
| 5/22/2019 | DMB | Analyze and dictate amendments to Plaintiff's Default Against Saticoy Bay                                                                                                                                                                                                                                                              | 0.20 | \$0.00   |
| 5/30/2019 | ALM | Process, e-file and e-serve Default regarding Defendant Saticoy Bay                                                                                                                                                                                                                                                                    | 0.40 | \$64.00  |
| 5/30/2019 | ALM | Consult with D. Bray regarding preparing Request for Service via Secretary of State                                                                                                                                                                                                                                                    | 0.20 | \$0.00   |
| 5/30/2019 | SPK | Email communication with Homeowners Association Community Manager re: notice of contact from Eddie Haddad with Saticoy Bay LLC (owner of 6915 Silver State Avenue)                                                                                                                                                                     | 0.10 | \$27.50  |
| 5/30/2019 | SPK | Email communication with Eddie Haddad with Saticoy Bay LLC (owner of 6915 Silver State Avenue) re: Homeowners Association's complaint against Saticoy Bay and further handling of the same                                                                                                                                             | 0.30 | \$82.50  |
| 6/4/2019  | ALM | Draft Acceptance of Service for your attorney review                                                                                                                                                                                                                                                                                   | 0.20 | \$32.00  |
| 6/4/2019  | SPK | Email communication with counsel for Defendants re: notice of retention as counsel for Defendants and further handling of case                                                                                                                                                                                                         | 0.20 | \$55.00  |
| 6/5/2019  | SPK | Review and supplement Homeowners Association's proposed acceptance of service of Homeowners Association's complaint for damages for Defendants Nickel Mine Avenue Trust, Travertine Lane Trust and Mahogany Meadows Avenue Trust                                                                                                       | 0.10 | \$27.50  |



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| 6/5/2019  | SPK | Email communication with counsel for Defendants re: Homeowners Association's proposed acceptance of service of Homeowners Association's complaint for damages for Defendants Nickel Mine Avenue Trust, Travertine Lane Trust and Mahogany Meadows Avenue Trust                                                                                    | 0.10 | \$27.50  |
| 6/10/2019 | SPK | Email communication with counsel for Defendants re: follow up on Homeowners Association's proposed acceptance of service of Homeowners Association's complaint for damages for Defendants Nickel Mine Avenue Trust, Travertine Lane Trust and Mahogany Meadows Avenue Trust                                                                       | 0.10 | \$27.50  |
| 6/17/2019 | ALM | process and e-file Acceptance of Service                                                                                                                                                                                                                                                                                                          | 0.20 | \$32.00  |
| 6/17/2019 | SPK | Email communication with counsel for Defendants re: execution of Homeowners Association's proposed acceptance of service of Homeowners Association's complaint for damages for Defendants Nickel Mine Avenue Trust, Travertine Lane Trust and Mahogany Meadows Avenue Trust                                                                       | 0.10 | \$27.50  |
| 6/26/2019 | SPK | Email communication with counsel for Defendants re: Defendants' proposed stipulation and order to set aside default of Saticoy Bay, including review of the same and drafting proposed revisions to the same                                                                                                                                      | 0.50 | \$137.50 |
| 6/26/2019 | SPK | Email communication with counsel for Defendants re: Defendants' revised proposed stipulation and order to set aside default of Saticoy Bay, including review and finalization of the same                                                                                                                                                         | 0.30 | \$82.50  |
| 7/10/2019 | SPK | Review notice of entry of stipulation and order to set aside default of Saticoy Bay LLC                                                                                                                                                                                                                                                           | 0.10 | \$27.50  |
| 8/1/2019  | SPK | Review Defendants' answer to Homeowners Association's complaint                                                                                                                                                                                                                                                                                   | 0.20 | \$55.00  |
| 8/1/2019  | SPK | Review Defendants' initial appearance fee disclosure                                                                                                                                                                                                                                                                                              | 0.10 | \$27.50  |
| 8/2/2019  | SPK | Email communication with Homeowners Association Community Manager re: notice of rental agreement with Saticoy Bay for 6896 Mahogany Meadows Avenue and further handling of the same, including review of the same                                                                                                                                 | 0.50 | \$137.50 |
| 8/13/2019 | SPK | Email communication with Nadia Haddad with Saticoy Bay re: request for updated fine summary for 6915 Silver State Avenue                                                                                                                                                                                                                          | 0.10 | \$27.50  |
| 8/13/2019 | SPK | Email communication with counsel for Defendants re: coordination of NRCP 16.1(b) early case conference, and notice of email from Nadia Haddad with Defendant Saticoy Bay and further handling of the same                                                                                                                                         | 0.20 | \$55.00  |
| 8/13/2019 | SPK | Email communication with Homeowners Association Community Manager re: request for updated fine summaries for Defendants' subject homes                                                                                                                                                                                                            | 0.10 | \$27.50  |
| 8/13/2019 | SPK | Review updated fine summaries for Defendants' subject homes (6773 Granite River Lane, 6777 Travertine Lane, 6838 Nickel Mine Avenue, 6892 Nickel Mine Avenue, 6896 Mahogany Meadows Avenue, and 6915 Silver State Avenue)                                                                                                                         | 0.30 | \$82.50  |
| 8/16/2019 | SPK | Telephone call with counsel for Defendants re: continued coordination of NRCP 16.1(b) early case conference, and notice of email from Nadia Haddad with Defendant Saticoy Bay and further handling of the same                                                                                                                                    | 0.20 | \$55.00  |
| 8/16/2019 | SPK | Email communication with counsel for Defendants re: confirmation of NRCP 16.1(b) early case conference, Homeowners Association's current fine summaries, rental agreement for 6896 Mahogany Meadows Avenue, and Homeowners Association's continued demands to Defendants to cease and desist with continuing to rent/lease the subject properties | 0.40 | \$110.00 |
| 8/23/2019 | ALM | Calendar Early Case Conference                                                                                                                                                                                                                                                                                                                    | 0.10 | \$0.00   |
| 8/23/2019 | ALM | Format, finalize, process Plaintiff's request for exemption from Arbitration; process Plaintiff's request for exemption from Arbitration; E-serve same to all parties, and submit to Arbitrator for filing                                                                                                                                        | 1.40 | \$224.00 |
| 8/23/2019 | DMB | Prepare Plaintiff's Request for Exemption from Arbitration                                                                                                                                                                                                                                                                                        | 0.40 | \$100.00 |
| 8/23/2019 | SPK | Review A D R Commissioner's arbitration selection list                                                                                                                                                                                                                                                                                            | 0.10 | \$27.50  |

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| 8/26/2019 | ALM | Request update Fees and Costs                                                                                                                                                                                                      |  |  | 0.10 | \$0.00     |
| 8/27/2019 | ALM | Consult with M. McCoy and S. Kelsey regarding request for updated fees and costs                                                                                                                                                   |  |  | 0.30 | \$0.00     |
| 8/28/2019 | DMB | Attend telephonic early case conference with opposing counsel.                                                                                                                                                                     |  |  | 0.40 | \$100.00   |
| 8/28/2019 | SPK | Prepare for attending telephonic NRCp 16.1(b) early case conference with counsel for Defendants, including review of Homeowners Association's litigation documents                                                                 |  |  | 1.00 | \$275.00   |
| 8/28/2019 | SPK | Attend telephonic NRCp 16.1(b) early case conference with counsel for Defendants                                                                                                                                                   |  |  | 0.40 | \$110.00   |
| 8/29/2019 | ALM | Consult with M. McCoy and D. Bray regarding opposing counsel premature filing of Opposition to Request for Exemption                                                                                                               |  |  | 0.10 | \$0.00     |
| 8/30/2019 | ALM | Review Nevada Arbitration Rules regarding Request for Exemptions and consult with D. Bray regarding same                                                                                                                           |  |  | 0.40 | \$0.00     |
| 8/30/2019 | ALM | Internet research regarding law on legal standard for permanent injunction                                                                                                                                                         |  |  | 3.00 | \$0.00     |
| 8/30/2019 | DMB | Analyze and review applicable documents related to Defendants' breach of the settlement agreement in preparation for Plaintiff's Motion for Summary Judgment                                                                       |  |  | 2.90 | \$725.00   |
| 8/30/2019 | SPK | Review Defendants' opposition to Homeowners Association's request for exemption from arbitration and outline arguments for Homeowners Association's reply to the same                                                              |  |  | 0.50 | \$137.50   |
| 9/3/2019  | ALM | Format, attached exhibits, finalize, process, e-file and e-serve Plaintiff's Request for Exemption from Arbitration (revised)                                                                                                      |  |  | 0.70 | \$112.00   |
| 9/3/2019  | ALM | Internet based research regarding process in Eight Judicial District Court for filing a motion under seal; review Nevada Rules Governing Sealing and Redacting Court Records                                                       |  |  | 0.80 | \$128.00   |
| 9/3/2019  | ALM | Additional Internet based research regarding law on legal standard for permanent injunction                                                                                                                                        |  |  | 2.60 | \$0.00     |
| 9/3/2019  | DMB | Prepare Plaintiff's Motion for Exemption from Arbitration (including Attorney Fees & Costs Logs)                                                                                                                                   |  |  | 3.20 | \$800.00   |
| 9/3/2019  | SPK | Review Nickel Mine's returned Arbitration Selection List                                                                                                                                                                           |  |  | 0.10 | \$27.50    |
| 9/5/2019  | ALM | Format, finalize, process Motion for Leave to File Motion Summary Judgment with Redactions on Order Shortening Time; Arrange to deliver same to Judge for Order Shortening Time signature                                          |  |  | 1.20 | \$192.00   |
| 9/5/2019  | DMB | Prepare Plaintiff's Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records on Order Shortening Time                                               |  |  | 8.20 | \$2,050.00 |
| 9/11/2019 | SPK | Draft letter to Homeowners Association Board re: case status update, including review of Homeowners Association's litigation documents                                                                                             |  |  | 2.60 | \$715.00   |
| 9/12/2019 | ALM | Send correspondence to Nationwide Legal regarding status of obtaining Judge's signature for Mtn on OST                                                                                                                             |  |  | 0.10 | \$0.00     |
| 9/12/2019 | ALM | Format, finalize, process, mail and e-mail Letter to Homeowners Association Board regarding status update                                                                                                                          |  |  | 0.30 | \$48.00    |
| 9/12/2019 | ALM | Finalize, process, e-file, and e-serve Plaintiff's Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records on Order Shortening Time                |  |  | 0.40 | \$64.00    |
| 9/12/2019 | ALM | Provided courtesy copy of Plaintiff's Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records on Order Shortening Time to opposing counsel         |  |  | 0.10 | \$16.00    |
| 9/12/2019 | ALM | Calendar Hearing date and related deadlines regarding Plaintiff's Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records on Order Shortening Time |  |  | 0.20 | \$0.00     |
| 9/17/2019 | ALM | Calendar deadline to file Supplemental Request for Exemption from Arbitration                                                                                                                                                      |  |  | 0.10 | \$0.00     |

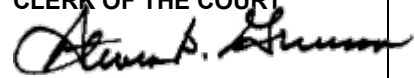
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| 9/17/2019 | ALM | Prepare Courtesy Copy Binder for Judge regarding Hearing on Plaintiff's Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records on Order Shortening Time, and arrange for delivery of same                                              | 0.40 | \$64.00  |
| 9/17/2019 | SPK | Review A D R Commissioner's action required and outline Homeowners Association's response to the same                                                                                                                                                                                                                   | 0.20 | \$55.00  |
| 9/18/2019 | ALM | Review NRCP 16.1 and begin draft Joint Case Conference Report for D. Bray review                                                                                                                                                                                                                                        | 3.10 | \$496.00 |
| 9/18/2019 | ALM | Draft of Plaintiff Copper Creek Homeowners Association's Initial List of Witnesses and Documents Pursuant to NRCP 16. Process discovery documents in preparation for disclosure with Plaintiff Copper Creek Homeowners Association's Initial List of Witnesses and Documents Pursuant to NRCP 16.1                      | 1.90 | \$304.00 |
| 9/19/2019 | ALM | Continue draft of Plaintiff Copper Creek Homeowners Association's Initial List of Witnesses and Documents Pursuant to NRCP 16. Continue to process discovery documents in preparation for disclosure with Plaintiff Copper Creek Homeowners Association's Initial List of Witnesses and Documents Pursuant to NRCP 16.1 | 0.80 | \$128.00 |
| 9/20/2019 | ALM | Consult with D. Bray regarding Joint Case Conference Report                                                                                                                                                                                                                                                             | 0.20 | \$0.00   |
| 9/20/2019 | DMB | Analyze and dictate amendments to Joint Early Case Conference Report prior to disclosure to opposing counsel                                                                                                                                                                                                            | 0.80 | \$200.00 |
| 9/23/2019 | ALM | Prepare Draft Order Granting Plaintiff's Motion for Leave to File a Motion for Summary Judgment With Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records in preparation for hearing regarding same                                                                                              | 0.40 | \$64.00  |
| 9/23/2019 | ALM | Calculate discovery schedule deadlines pursuant to NRCP 16.1 and make revisions to Joint Case Conference Report                                                                                                                                                                                                         | 0.50 | \$80.00  |
| 9/23/2019 | ALM | Continue draft of Plaintiff Copper Creek Homeowners Association's Initial List of Witnesses and Documents Pursuant to NRCP 16.1; Review file, including documents received from Homeowners Association; continue processing discovery documents regarding same                                                          | 5.30 | \$848.00 |
| 9/23/2019 | DMB | Telephone conference with opposing counsel re: Motion for Leave to File Redacted Motion for Summary Judgment; Prepare email correspondence to opposing counsel re: Joint Case Conference Report                                                                                                                         | 0.40 | \$100.00 |
| 9/24/2019 | ALM | Telephone call with ADR office regarding request for supplemental facts needed to support Request for Exemption and consult with D. Bray regarding same                                                                                                                                                                 | 0.20 | \$0.00   |
| 9/24/2019 | DMB | Prepare for, travel to and attend hearing on Plaintiff's Motion for Leave to File Redacted Motion for Summary Judgment                                                                                                                                                                                                  | 1.90 | \$475.00 |
| 9/25/2019 | ALM | Prepare, format, finalize, process, e-file and e-serve Notice of Entry of Order Granting Plaintiff's Motion for Leave to File a Motion for Summary Judgment with Redactions Pursuant to Nevada Rules for Sealing and Redacting Court Records on Order Shortening Time                                                   | 0.40 | \$64.00  |
| 9/25/2019 | ALM | Continue draft of Plaintiff Copper Creek Homeowners Association's Initial List of Witnesses and Documents Pursuant to NRCP 16.1; continue to review file, including documents received from Homeowners Association; continue processing discovery documents regarding same                                              | 2.10 | \$336.00 |
| 9/25/2019 | SPK | Email communication with Homeowners Association Community Manager re: notice of change of address information for Saticoy Bay LLC                                                                                                                                                                                       | 0.10 | \$27.50  |

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| 9/27/2019  | ALM | Continue processing discovery documents in preparation for disclosure with Plaintiff Copper Creek Homeowners Association's Initial List of Witnesses and Documents Pursuant to NRCP 16.1; continue draft of Plaintiff Copper Creek Homeowners Association's Initial List of Witnesses and Documents Pursuant to NRCP 16.                                                                                                                                                                                                                                                                                     | 2.60 | \$416.00   |
| 9/27/2019  | DMB | Prepare Plaintiff's supplement to Motion for Exemption from Arbitration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.70 | \$425.00   |
| 9/30/2019  | ALM | Consult with D. Bray regarding status of Supplement to Request for Exemption from Arbitration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0.20 | \$0.00     |
| 9/30/2019  | ALM | Format, finalize, process, e-file and e-serve Supplement to Plaintiff's Request for Exemption from Arbitration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 0.80 | \$128.00   |
| 9/30/2019  | ALM | Continue draft of Plaintiff Copper Creek Homeowners Association's Initial List of Witnesses and Documents Pursuant to NRCP 16.1; continue to review file, including documents received from Homeowners Association; continue processing discovery documents regarding same                                                                                                                                                                                                                                                                                                                                   | 2.10 | \$336.00   |
| 10/1/2019  | ALM | Continue draft of Plaintiff Copper Creek Homeowners Association's Initial List of Witnesses and Documents Pursuant to NRCP 16.1; continue to review file, including documents received from Homeowners Association; continue processing discovery documents regarding same                                                                                                                                                                                                                                                                                                                                   | 4.20 | \$672.00   |
| 10/1/2019  | ALM | consult with D. Bray regarding Copper Creek Homeowners Association Initial 16.1 disclosures                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0.30 | \$0.00     |
| 10/2/2019  | ALM | Continue draft of Plaintiff Copper Creek Homeowners Association's Initial List of Witnesses and Documents Pursuant to NRCP 16.1; continue to review file, including documents received from Homeowners Association; continue processing discovery documents regarding same                                                                                                                                                                                                                                                                                                                                   | 1.60 | \$256.00   |
| 10/16/2019 | ALM | Consult with R. Kresge regarding name reference for current litigation matter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0.10 | \$0.00     |
| 10/16/2019 | SPK | Review A D R Commissioner's decision on Homeowners Association's request for exemption from arbitration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0.10 | \$27.50    |
| 10/17/2019 | ALM | Format, finalize, process, and e-serve Plaintiff's Initial List of Witnesses and Documents; Process and serve disclosed documents to all counsel via Hightail                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0.80 | \$128.00   |
| 10/17/2019 | DMB | Analyze and review documents disclosed to date in preparation for Plaintiff's Motion for Summary Judgment regarding Breach of Contract Claim                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2.90 | \$725.00   |
| 10/18/2019 | ALM | Format Plaintiff's Motion Summary Judgment, assemble, process and prepare numerous exhibits to Plaintiff's Motion Summary Judgment for S. Kelsey review                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2.60 | \$416.00   |
| 10/18/2019 | DMB | Prepare Plaintiff's Motion for Summary Judgment re: Breach of Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 7.20 | \$1,800.00 |
| 10/21/2019 | DMB | Make necessary redactions to Plaintiff's Motion for Summary Judgment prior to filing of the same                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.40 | \$100.00   |
| 10/21/2019 | SPK | Review and supplement Homeowners Association's motion for summary judgment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.50 | \$137.50   |
| 10/22/2019 | ALM | Redact confidential information from multiple exhibits to Plaintiff's Motion for Summary Judgment; Finalize, assemble exhibits, process, e-file, e-serve, Plaintiff's Motion Summary Judgment; Prepare Fee Disclosure regarding Plaintiff's Motion Summary Judgment; format, finalize, process, e-file and e-serve Fee Disclosure regarding Plaintiff's Motion Summary Judgment; Provide unredacted copy of Plaintiff's Motion Summary Judgment to opposing counsel via Hightail; arrange for delivery of unredacted copy of Plaintiff's Motion Summary Judgment to Dept. 28/Judge Israel via runner service | 2.60 | \$416.00   |
| 10/22/2019 | ALM | Calendar Hearing date on Motion Summary Judgment pursuant to Notice of Hearing filed by the Court                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0.10 | \$16.00    |
| 10/23/2019 | ALM | Calendar date for Defendants to file opposition/response to Motion Summary Judgment and deadline for Homeowners Association to file reply in support of Motion Summary Judgment                                                                                                                                                                                                                                                                                                                                                                                                                              | 0.10 | \$16.00    |
| 10/23/2019 | DMB | Prepare email correspondence to opposing counsel re: JCCR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0.20 | \$50.00    |
| 10/23/2019 | SPK | Review District Court notice of hearing on Homeowners Association's motion for summary judgment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 0.10 | \$27.50    |

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| 10/23/2019 | SPK | Email communication with counsel for Defendants re: Homeowners Association's demand for immediate production of Defendants' initial disclosures, including review of applicable Nevada statutory authority                                                                                                                                                                                                                                                                                                                                                                                                                              | 0.50 | \$137.50   |
| 10/31/2019 | ALM | Revised Joint Case Conference Report to incorporate A. Trippiedi's revisions and to include Plaintiffs and Defendants lists of witnesses and documents;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 0.90 | \$144.00   |
| 10/31/2019 | ALM | Consult with D. Bray regarding revisions to Joint Case Conference Report for final approval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.10 | \$16.00    |
| 10/31/2019 | ALM | Prepare and send correspondence to A. Trippiedi providing Joint Case Conference Report for final approval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 0.10 | \$16.00    |
| 10/31/2019 | SPK | Review Defendants' 16.1 conference list of documents and witnesses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0.20 | \$55.00    |
| 10/31/2019 | SPK | Email communication with Homeowners Association Community Manager re: Homeowners Association's notice of request for hardship paperwork for Defendants' property 6915 Silver State Avenue                                                                                                                                                                                                                                                                                                                                                                                                                                               | 0.20 | \$55.00    |
| 11/6/2019  | ALM | Correspondence with A. Trippiedi regarding making revisions to Joint Case Conference Report; consult with D. Bray regarding same                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0.20 | \$32.00    |
| 11/6/2019  | ALM | Make revisions to Joint Case Conference Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0.60 | \$96.00    |
| 11/7/2019  | SPK | Outline strategy for further handling of case                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0.20 | \$0.00     |
| 11/8/2019  | ALM | Prepare Notice of Intent to Serve Subpoena Duces Tecum to the Custodian of Records for Turn Key Property Solutions for D. Bray review; Prepare Subpoena Duces Tecum to the Custodian of Records for Turn Key Property Solutions for D. Bray review; Format and finalize Subpoena Duces Tecum to the Custodian of Records for Turn Key Property Solutions to be attached to Notice of Intent to Serve Subpoena Duces Tecum to the Custodian of Records for Turn Key Property Solutions; Format, finalize, process and e-serve Notice of Intent to Serve Subpoena Duces Tecum to the Custodian of Records for Turn Key Property Solutions | 1.90 | \$304.00   |
| 11/11/2019 | SPK | Review Defendants' opposition to Homeowners Association's motion for summary judgment, and outline Homeowners Association's reply to the same                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0.80 | \$220.00   |
| 11/12/2019 | ALM | Send correspondence to A. Trippiedi requesting availability for Settlement Conference to include in the Joint Case Conference Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0.10 | \$16.00    |
| 11/15/2019 | ALM | Format, finalize, process, e-file and e-serve Joint Case Conference Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 0.30 | \$48.00    |
| 11/18/2019 | ALM | Review file, and begin gathering exhibits to Plaintiff's Reply in Support of Plaintiff's Motion Summary Judgment; Send email to J. Pope requesting any and all Notices for Violations (and Hearings, etc.), that were sent out for the 6 properties regarding rental restriction to be included as exhibits to Plaintiff's Reply in Support of Plaintiff's Motion Summary Judgment                                                                                                                                                                                                                                                      | 1.10 | \$176.00   |
| 11/18/2019 | DMB | Prepare Plaintiff's Reply in Support of Plaintiff's Motion for Summary Judgment; Prepare Affidavit of Jeff Pope in Support of Motion for Summary Judgment; Prepare email correspondence to Jeff Pope re: Affidavit; Telephone conference with Jeff Pope re: Notice of Hearing for Violations of Rental Restrictions, Affidavit                                                                                                                                                                                                                                                                                                          | 7.60 | \$1,900.00 |
| 11/19/2019 | ALM | Process Plaintiff's Motion for Summary Judgment, Defendants' Opposition to Plaintiff's Motion Summary Judgment, and Plaintiff's Reply in Support of Plaintiff's Motion Summary Judgment; Begin preparing Courtesy Copy Binders for Judge and Attorney in preparation for Hearing on Plaintiff's Motion Summary Judgment                                                                                                                                                                                                                                                                                                                 | 1.00 | \$160.00   |
| 11/19/2019 | ALM | Process and provide Subpoena Duces Tecum to the Custodian of Records for Turn Key Property Solutions to Process Server for service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0.40 | \$64.00    |

|            |     |                                                                                                                                                                                                                                                                                                                                                                                                      |      |            |
|------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|
| 11/19/2019 | ALM | Review, revise, format, process voluminous exhibits, redact pleading and exhibits, finalize, e-file and e-serve Plaintiff's Reply in Support of Plaintiff's Motion for Summary Judgment; provide unredacted courtesy copy of the same to opposing counsel                                                                                                                                            | 3.00 | \$480.00   |
| 11/19/2019 | DMB | Prepare email correspondence to Jeff Pope re: Notarized Affidavit of Jeff Pope                                                                                                                                                                                                                                                                                                                       | 0.10 | \$25.00    |
| 11/20/2019 | ALM | Finish preparing Courtesy Copy Binders for Judge and Attorney in preparation for Hearing on Plaintiff's Motion Summary Judgment; Arrange for delivery of Hearing Binder to Judge in preparation for hearing                                                                                                                                                                                          | 0.50 | \$80.00    |
| 11/21/2019 | SPK | Review file in preparation for transitioning the same to Brad Epstein and to determine immediate action items                                                                                                                                                                                                                                                                                        | 0.50 | \$0.00     |
| 11/22/2019 | ALM | Correspondence with Nationwide Legal regarding alternate service address for service of Subpoena Duces Tecum upon Custodian of Records Turn Key Property Solutions; review Secretary of State records and file and provide alternate service address to Nationwide Legal                                                                                                                             | 0.30 | \$48.00    |
| 11/26/2019 | ALM | Correspondence with N. Nikci providing unredacted copy of Plaintiff's Reply in Support of Motion for Summary Judgment                                                                                                                                                                                                                                                                                | 0.20 | \$32.00    |
| 11/26/2019 | DMB | Prepare for, travel to and attend District Court Hearing re: Plaintiff's Motion for Summary Judgment                                                                                                                                                                                                                                                                                                 | 1.90 | \$475.00   |
| 11/27/2019 | ALM | Prepare Notice of Taking Deposition of Custodian of Records for Turn Key Properties for D. Bray review; Format, finalize, process, and e-serve Notice of Taking Deposition of Custodian of Records for Turn Key Properties; request Court reporter for Deposition of Custodian of Records of Turn Key Properties                                                                                     | 0.60 | \$96.00    |
| 12/3/2019  | ALM | Process voluminous documents received from J. Pope in preparation for disclosure with Plaintiff's First supplemental disclosures; Draft Plaintiff's First Supplement to Its List of Witnesses and Documents                                                                                                                                                                                          | 6.70 | \$1,072.00 |
| 12/4/2019  | ALM | Finalize, process, e-serve and e-file Affidavit of Service re: Subpoena Duces Tecum to the Custodian of Records for Turn Key Property Solutions                                                                                                                                                                                                                                                      | 0.30 | \$48.00    |
| 12/4/2019  | ALM | Continue to process voluminous documents received from J. Pope in preparation for disclosure with Plaintiff's First supplemental disclosures; continue drafting Plaintiff's First Supplement to Its List of Witnesses and Documents                                                                                                                                                                  | 1.40 | \$224.00   |
| 12/11/2019 | ALM | Continue to process voluminous documents received from J. Pope in preparation for disclosure with Plaintiff's First supplemental disclosures; continue drafting Plaintiff's First Supplement to Its List of Witnesses and Documents                                                                                                                                                                  | 0.60 | \$96.00    |
| 12/16/2019 | ALM | Telephone calls with Nathan at Turn Key Property Solutions regarding Subpoena Duces Tecum to Custodian of Records for Turn Key Property Solutions; send email correspondence to Nathan at Turn Key Property Solutions providing him with a copy of the Subpoena Duces Tecum and a copy of the First Amended Notice of Taking Deposition of Person Most Knowledgeable for Turn Key Property Solutions | 0.40 | \$64.00    |
| 12/16/2019 | ALM | Prepare, format, finalize, process, and e-serve First Amended Notice of Taking Deposition of Person Most Knowledgeable for Turn Key Property Solutions                                                                                                                                                                                                                                               | 0.40 | \$64.00    |
| 12/16/2019 | ALM | Update calendar regarding First Amended Notice of Taking Deposition of Person Most Knowledgeable for Turn Key Property Solutions; correspondence with Litigation Services rescheduling court reporter                                                                                                                                                                                                | 0.10 | \$16.00    |
| 12/30/2019 | ALM | Telephone call with JEA regarding rescheduling Evidentiary Hearing                                                                                                                                                                                                                                                                                                                                   | 0.20 | \$0.00     |
| 12/31/2019 | ALM | Prepare, format, finalize, process, e-file and e-serve Second Amended Notice of Taking Deposition of the Custodian of Records for Turn Key Property Solutions                                                                                                                                                                                                                                        | 0.30 | \$48.00    |
| 12/31/2019 | ALM | Update calendar regarding rescheduled deposition of the Custodian of Records for Turn Key Property Solutions; Reschedule Court Reporter for Deposition of Custodian of Records for Turn Key Property Solutions                                                                                                                                                                                       | 0.30 | \$48.00    |

|            |     |                                                                                                                                                                                                                                                                                                         |               |                    |
|------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------|
| 12/31/2019 | ALM | Prepare letter to N Vidrine, Custodian of Records for Turn Key Property Solutions regarding his rescheduled deposition and regarding Subpoena Duces Tecum; send email correspondence to N Vidrine regarding same                                                                                        | 0.40          | \$64.00            |
| 1/6/2020   | ALM | Prepare, format, process, and e-serve Third Amended Notice of Taking Deposition of the Custodian of Records for Turn Key Property Solutions                                                                                                                                                             | 0.30          | \$48.00            |
| 1/6/2020   | ALM | Send correspondence canceling court reporter; update calendar regarding the same                                                                                                                                                                                                                        | 0.10          | \$16.00            |
| 1/7/2020   | ALM | Telephone call with Judicial Assistant regarding dates available for rescheduling Evidentiary Hearing                                                                                                                                                                                                   | 0.10          | \$16.00            |
| 1/7/2020   | ALM | Prepare and format Proposed Stipulation and Order regarding Evidentiary Hearing; Send correspondence to N. Nikci regarding the same                                                                                                                                                                     | 0.80          | \$128.00           |
| 1/8/2020   | ALM | Arrange for runner to pick up Stipulation and Order from Law Offices of Michael F. Bohn, Esq., Ltd., deliver to us for D. Bray signature, and then deliver to Court for Judge's review and signature                                                                                                    | 0.30          | \$48.00            |
| 1/14/2020  | ALM | Process, e-file, and e-serve Stipulation and Order to Continue Evidentiary Hearing                                                                                                                                                                                                                      | 0.20          | \$32.00            |
| 1/14/2020  | ALM | Prepare, format, finalize, process, e-file, and E-serve Notice of Entry of Stipulation and Order to Continue Evidentiary Hearing                                                                                                                                                                        | 0.40          | \$64.00            |
| 1/15/2020  | ALM | Format, finalize, process, e-file and e-serve Notice of Dissociation of Counsel                                                                                                                                                                                                                         | 0.10          | \$0.00             |
| 1/15/2020  | SPK | Draft HOA's notice of disassociation of counsel (Scott P. Kelsey, Esq.)                                                                                                                                                                                                                                 | 0.50          | \$0.00             |
| 2/5/2020   | DMB | Analyze and review Nevada jurisprudence re: Permanent Injunction Bond in preparation for Plaintiff's Evidentiary Brief; Telephone conference with Surety One re: Permanent Injunction Bond; Prepare email correspondence to Jeff Pope (Community Manager) re: Surety Bond                               | 1.10          | \$275.00           |
| 2/6/2020   | DMB | Prepare Plaintiff's Evidentiary Brief Regarding Plaintiff's Damages & Injunction Bond; Prepare email correspondence to opposing counsel re: Courtesy Copy of Plaintiff's Evidentiary Brief                                                                                                              | 7.80          | \$1,950.00         |
| 2/10/2020  | DMB | Prepare Plaintiff's Substitution of Counsel                                                                                                                                                                                                                                                             | 0.30          | \$0.00             |
| 2/25/2020  | DMB | Prepare for, travel, and attend Court Hearing re: Evidentiary Hearing on NRS 116.31031 and Permanent Injunction against Defendants                                                                                                                                                                      | 2.80          | \$700.00           |
| 3/3/2020   | DMB | Analyze and review District Court Minutes re: Evidentiary Hearing in preparation for Order Granting Plaintiff's Motion for Summary Judgment; Prepare Order Granting, In Part, and Denying, In Part, Plaintiff's Motion for Summary Judgment; Prepare email correspondence to opposing counsel re: Order | 1.30          | \$325.00           |
| 3/5/2020   | DMB | Prepare correspondence to Board of Directors re: Status Update                                                                                                                                                                                                                                          | 0.50          | \$125.00           |
| 3/12/2020  | DMB | Make requested revisions by opposing counsel to Order re: Plaintiff's Motion for Summary Judgment; Prepare email correspondence to opposing counsel re: same                                                                                                                                            | 0.20          | \$50.00            |
| 3/13/2020  | DMB | Prepare email correspondence to opposing counsel re: Finalized Order for Plaintiff's Motion for Summary Judgment                                                                                                                                                                                        | 0.10          | \$25.00            |
| 3/26/2020  | DMB | Prepare email correspondence to opposing counsel re: Follow Up on Signed Order for Plaintiff's Motion for Summary Judgment                                                                                                                                                                              | 0.10          | \$25.00            |
| 4/13/2020  | DMB | Prepare Plaintiff's Verified Memorandum of Costs and Disbursements                                                                                                                                                                                                                                      | 2.60          | \$650.00           |
| 4/27/2020  | DMB | Prepare Plaintiff's Motion for Award of Attorneys' Fees and Costs                                                                                                                                                                                                                                       | 8.10          | \$2,025.00         |
|            |     | <b>TOTAL</b>                                                                                                                                                                                                                                                                                            | <b>192.00</b> | <b>\$38,458.00</b> |



1 **OPP**  
MICHAEL F. BOHN, ESQ.  
2 Nevada Bar No.: 1641  
[mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
3 NIKOLL NIKCI, ESQ.  
Nevada Bar No.: 10699  
4 [nnikci@bohnlawfirm.com](mailto:nnikci@bohnlawfirm.com)  
LAW OFFICES OF  
5 MICHAEL F. BOHN, ESQ., LTD.  
2260 Corporate Circle, Suite 480  
6 Henderson, Nevada 89074  
(702) 642-3113/ (702) 642-9766 FAX

7 Attorney for defendants

8  
9 DISTRICT COURT  
10 CLARK COUNTY, NEVADA

11 COPPER CREEK HOMEOWNERS  
ASSOCIATION, a Nevada Non-profit  
12 Corporation,

13 Plaintiff,

14 vs.

15 NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE TRUST,  
16 a Nevada irrevocable trust; MAHOGANY  
MEADOWS AVENUE TRUST, a Nevada  
17 irrevocable trust; SATICOY BAY LLC, a  
Nevada Limited Liability Company; DOES I  
18 through V; and ROE CORPORATIONS I  
through V

19 Defendants.

CASE NO.: A-19-791060-C  
DEPT NO.: XXVIII

20  
21 **DEFENDANTS' OPPOSITION TO PLAINTIFF'S**  
**MOTION FOR ATTORNEY'S FEES AND COSTS**

22 Defendants Nickel Mine Avenue Trust; Travertine Lane Trust; Mahogany Meadows Avenue Trust;  
23 and Saticoy Bay LLC (collectively referred to as “**defendants**”), by and through their attorneys, the Law  
24 Offices of Michael F. Bohn, Esq., Ltd., submit the following points and authorities in opposition to the  
25 motion for attorney’s fees filed on April 27, 2020 by plaintiff Copper Creek Homeowners Association  
26 (hereinafter “plaintiff”).



## INTRODUCTION

This case concerned breach of contract claims by plaintiff. The complaint was filed on March 3, 2019. The claims were not intricate or difficult to understand. Following an evidentiary hearing held on February 26, 2020, this Court granted, in part, plaintiff's motion for summary. Plaintiff sought a total of \$47,523.46 for its various claims, however, the court found in favor of plaintiff for the much smaller amount of \$6,000.00. Not \$6,000.00 dollars per claim, but \$6,000.00 in total. Now in turn plaintiff seeks fees and costs in the amount of \$40,714.06 - an amount almost identical to the difference between the amount sought by the motion for summary judgment and the amount actually awarded. In turn, this amount is excessive and unreasonable a litigation that was completed in less than a year and ended in a result that was one eighth what plaintiff sought.

This is a wildly disproportionate request. The award of attorney fees should not be more than the damages award. Nothing in the motion explains this wide disparity or why such a relatively short matter, with limited pleadings and court appearance resulted in such a hefty amount of attorney's fees.

## POINTS AND AUTHORITIES

### **A. Defendants litigation was carried on good faith.**

On page 7 of the motion plaintiff states its "counsel has spent over one hundred ninety-two (192) hours prosecuting this action and working to overcome the frivolous defenses presented by Defendants." On the other hand there is no explanation why plaintiff characterizes defendant's defenses as frivolous, or why it took 192 hours of billable time to overcome such claims. Plaintiff's motion for summary judgment was an attempt to obtain wildly exorbitant fines that were not permitted by statute. Defendants actions in defending the motion were in good faith and were ultimately validated by the Court's denial of plaintiff's requested fine amounts; in addition plaintiff was ordered to post bond if it intended to go forward.

On page 10 plaintiff states "Defendants had no actual defense for its breach." However, as discussed during the evidentiary hearing, the homes in question were purchased at HOA foreclosure sales and required work to bring them up to a standard where they would interest home buyers. This process takes time, and unfortunately can be regularly thwarted because of squatters. Selling these homes was further complicated by virtue of them being in various stages of litigation. Attached as exhibit A is a copy of the minutes from

1 the evidentiary hearing. Until recently, buyers would not purchase homes that were acquired through HOA  
2 foreclosure sales because the buyers would not be able to obtain title insurance. Because of the uncertainty  
3 stemming from the HOA foreclosure cases escrow companies had been refusing to insure such sales. This  
4 plays out every day throughout the Las Vegas valley as property owners selling houses purchased at HOA  
5 foreclosure sales have to deal with the threat of squatters, the costs of repairing these often distressed houses,  
6 and the problem of obtaining title insurance. *Id.*

7 Defendants' claims are further validated as two of the properties at issue in this matter have been sold  
8 in recent months, one prior to the evidentiary hearing and one since the hearing. *Id.* As the litigation related  
9 to HOA foreclosure sales slowly comes to a conclusion it is becoming easier to sell these properties. In the  
10 recent past, selling these properties was just not an option in most cases because of the problems obtaining  
11 title insurance. *Id.*

12 This is not frivolous, this is merely the reality of real estate in Las Vegas since the recession of a  
13 decade ago.

14 **B. The requested attorney's fees are not reasonable.**

15 The factors set forth in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969)  
16 for the Court's review of a motion a for attorney fees, under four general headings, are summarized as  
17 follows:

18 (1) *the qualities of the advocate*: one's ability, one's training, education, experience, professional stand

19 (2) *the character of the work to be done*: its difficulty, its intricacy, its importance, time and  
20 skill required, the responsibility imposed and the prominence and character of the parties  
where they affect the importance of the litigation;

21 (3) *the work actually performed by the lawyer*: the skill, time and attention given to the  
22 work;

23 (4) *the result*: whether the attorney was successful and what benefits were derived.

24 Three of these factors weighing against awarding attorney fees.

25 **a. Qualities of the Advocate.**

26 Defendants do cannot dispute the quality of plaintiff's counsel. As described on page 6 of the motion  
27 and accompanying declaration, plaintiff's counsel are "experienced litigations firms that have handled  
28

1 hundreds of cases California, Nevada, and Florida. Indeed, the practice of Plaintiff's counsel centers largely  
2 around homeowner association law, such as those presented in this case." Furthermore, the firms "have  
3 prosecuted similar claims in various other communities throughout Southern Nevada for over 30 years."

4 The ability of plaintiff's counsel is not in dispute. However, this wealth of experience in this area  
5 leads to questions regarding the amount of the requested fees and why this level of assistance helped the  
6 Court reach the decision it did. In fact, this was a relatively simple matter resolved in less than a year's time  
7 between the filing of the complaint and evidentiary hearing. The fees requested are not commiserate with  
8 a litigation of this duration.

9 **b. Character of the work.**

10 On page 7 of the plaintiff states that it has spent over "one hundred ninety-two (192) hours  
11 prosecuting this action." However, this statement does nothing to explain "its difficulty, its intricacy, its  
12 importance, time and skill required, the responsibility imposed and the prominence and character of the  
13 parties where they affect the importance of the litigation" required by *Brunzell*. As discussed throughout,  
14 this was a relatively short case involving a breach of contract claim that went on for less than a year. There  
15 is no explanation why plaintiff claims it is entitled to fees in excess of \$40,000.00, approximately 7 times  
16 the amount of plaintiff's award.

17 This is a wildly disproportionate request unsupported by an explanation to warrant granting the  
18 motion. Nothing in the motion explains this wide disparity or how counsel's experience or the character of  
19 this case - a relatively short matter, with limited pleadings and court appearances - warrants such a hefty  
20 amount of attorney fees. Timesheets alone cannot bridge the gap between the amount sought and the  
21 explanation why it is reasonable.

22 **c. Work Actually Performed.**

23 As discussed, this was a relatively quick case with few court appearances, and few pleadings. An  
24 examination of the register of actions demonstrates that there were only three hearings in this matter. One  
25 such hearing was on held on September 24, 2019, on plaintiff's motion for leave to file a motion for motion  
26 for summary judgment with redactions, it was unopposed. The timesheets attached to plaintiff's motion here  
27 indicate plaintiff's counsel billed \$2,050.00 (8.2 hours billed at \$250.00) to draft it - this amount does not  
28

1 include the hearing, drafting the subsequent order granting the motion, or the work of the support staff related  
2 to the motion. The motion was a total of six pages, three of which included the caption page, the page with  
3 hearing date, and the certificate of service. Similarly succinct was plaintiff's evidentiary hearing brief which  
4 was drafted on February 6, 2020. The brief appears to be largely identical to plaintiff's motion for summary  
5 judgment, yet the timesheets indicates it took 7.8 hours to prepare - for a total billing of \$1,950.00.  
6 Typically you would not expect such motion and briefs to require this amount of billable work. This is  
7 unreasonable and excessive.

8 As per the timesheets, on September 18, 2019, staff at plaintiff's counsel billed 3.1 hours for  
9 preparing a NRCP 16.1 joint case conference report. This is essentially a form document with fill-in the  
10 blanks for deadlines used regularly in this jurisdiction. In the following days, the timesheets indicate an  
11 additional 1.9 hours of work was billed for drafting the joint case conference report. The billing does not  
12 indicate there were any unresolved issues between the parties that would warrant a total of 5 hours for  
13 preparing and drafting what is essentially a form document. Between September 18, 2019 and October 17,  
14 2019, the timesheets indicate a total of 21.4 hours were billed for production of plaintiff's initial list of  
15 witnesses and documents. Typically you would not expect a joint conference case report to require 5.0 for  
16 drafting, nor 21.4 hours for production of plaintiff initial list of witnesses and documents. Given the facts  
17 of this case, this is particularly unreasonable and excessive.

18 Plaintiff's firm billed a total of 9.1 hours for the firm's work related to plaintiff's request for  
19 exemption from arbitration. This included drafting two requests for arbitration and a supplement that were  
20 a total of 5 pages of content - not including captions, signature pages, and certificates of service. That is, five  
21 pages in total for the three documents. Plaintiff's counsel billed a total of 4.9 hours alone just for drafting  
22 motion for exemption from arbitration on September 3, 2020 (3.2 hours) and drafting the supplement on  
23 September 30, 2020 (1.7 hours). Typically you would not expect such a motion to require this amount of  
24 billable work. This is unreasonable and excessive.

25 In addition, had plaintiff merely indicated in the complaint's caption its desire to exempt this matter  
26 from arbitration then all the subsequent work its counsel billed would have been avoided. There should not  
27 be awarded any fees for work related to the exemption from arbitration.

1 Defendants are aware that should the Court grant the motion it will be review the billing for  
2 reasonableness, for this reason this is not intended to be an exhaustive list of the excessive billing in the  
3 timesheets attached to the motion. It is merely an attempt to bring to the Court's attention that the timesheets  
4 are permeated with claimed work hours that one would not expect to see for this type of work, in this type  
5 of litigation, and in particular from a firm that focuses on HOA law, has over 30 years experience in the area,  
6 and has been involved in hundreds of cases.

7 **d. Result.**

8 Attorney fees are further not warranted because plaintiff did not obtain the result it sought. Plaintiff's  
9 motion for summary judgment requested a sum total of \$47,523.46 in damages. The Court denied this  
10 request and instead awarded a total of \$6,000.00 in damages. The current request of \$40,714.06 is almost  
11 exactly the difference between the amount rejected by the Court and the actual amount awarded. It cannot  
12 be said that the result obtained was successful when the award received by plaintiff was approximately one  
13 eighth the amount requested.

14 Further, prior to the date of the evidentiary hearing defendants had already sold one of the subject  
15 properties, and another has been sold since then. It cannot be said that actions by plaintiff's counsel are the  
16 reason these sales occurred. As discussed above, it was not until very recently that the case law on HOA  
17 foreclosure sales was finally starting to become settled. Until this case law was settled it was not practical  
18 to expect that a purchaser of a HOA foreclosure sale could expect to sell a property because buyer's could  
19 not obtain title insurance. In fact this is always the case, buyers will not purchase homes where it is not  
20 possible to purchase title insurance.

21 Plaintiff's counsel did nothing to alter this reality. Title insurance is finally becoming more available  
22 because the case law related to HOA foreclosure cases is nearing conclusion. That was the inevitable  
23 conclusion this area of litigation would eventually arrive at, it was not result of any action taken by plaintiff  
24 or its counsel in this case.

25 The only factor in favor of this motion is the quality of plaintiff's counsel. The other three factors  
26 do not favor granting the motion. The motion does not explain what it was about the character of the work  
27 that warrants such hefty fees, in particular given the facts here. It is not explained why the work actually

1 performed resulted in such hefty fees given the experience of counsel here as compared to the relative short  
2 duration of this action. Lastly, the result does not justify the hefty fees as plaintiff received an award of only  
3 a fraction of what it sought and because defendants were moving forward selling the properties because of  
4 events unrelated to this action that finally made selling HOA foreclosure sales possible to a limited degree.  
5 Because three of the four *Brunzell* factors are not present here the Court must enter an order denying  
6 plaintiff's motion.

7 **C. An Award of Attorney's Fees is Not Proper Pursuant to NRS 18.010.**

8 NRS 18.010 states in pertinent part:

9 1. The compensation of an attorney and counselor for his or her services is  
10 governed by agreement, express or implied, which is not restrained by law.

11 ...

12 4. **Subsections 2 and 3 do not apply to any action arising out of a written  
13 instrument or agreement which entitles the prevailing party to an award of  
14 reasonable attorney's fees.**

15 (Emphasis added).

16 On page 10 of the motion plaintiff's requests for an award of attorney fees is based on NRS  
17 18.010(2)(b). However, pursuant to NRS 18.010(4) plaintiff cannot claim attorney's fees subject to this  
18 section of NRS Chapter 18 where there is an agreement that provides for attorney's to the prevailing, such  
19 as there is here.

20 **CONCLUSION**

21 The HOA's motion must fail because its fees are excessive and unreasonable in relation to the nature  
22 of this action and the time it took to conclude this matter.

23 Further it cannot be said that plaintiff's actions were frivolous when they were justified by the Court's  
24 decision to award plaintiff an amount greatly reduced from its claim. Without defending themselves the  
25 HOA would have continued to levy untold fees and fines in contravention of Nevada law.

26 ///

27 ///

28 ///

1 In light of these developments the HOA can give no reason HOA purchaser defendants should have  
2 not used all the means at their disposable to defend themselves.

3 Based on the foregoing, defendants request this court deny HOA's motion for fees and costs.

4 DATED this 715<sup>th</sup> day of May, 2020.

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

7 By: /s/ /Nikoll Nikci, Esq./  
8 Michael F. Bohn, Esq.  
9 Nikoll Nikci, Esq.  
10 2260 Corporate Cir, Suite 480  
11 Henderson, Nevada 89074  
12 Attorneys for defendants  
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of Law  
3 Offices of Michael F. Bohn., Esq., and on the 15<sup>th</sup> day of May, 2020, an electronic copy of the  
4 **DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION FOR ATTORNEY'S FEES AND**  
5 **COSTS** was served on opposing counsel via the Court's electronic service system to the following counsel  
6 of record:

7 David M. Bray, Esq.  
8 BRAY LAW GROUP, LLC  
9 1180 N. Town Center Drive, Suite 100  
10 Las Vegas, NV 89144  
11 *Attorneys for plaintiff*

12 /s/ Marc Sameroff /  
13 An employee of the Law Offices of  
14 Michael F. Bohn, Esq., Ltd.  
15  
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EXHIBIT A

EXHIBIT A

**REGISTER OF ACTIONS****CASE No. A-19-791060-C****Copper Creek Homeowners Association, Plaintiff(s) vs. Nickel Mine Avenue Trust, Defendant(s)**§  
§  
§  
§  
§Case Type: **Negligence - Other Negligence**Date Filed: **03/13/2019**Location: **Department 28**Cross-Reference Case Number: **A791060****PARTY INFORMATION**

|                  |                                            |                                                                                      |
|------------------|--------------------------------------------|--------------------------------------------------------------------------------------|
| <b>Defendant</b> | <b>Mahogany Meadows Avenue Trust</b>       | <b>Lead Attorneys</b><br><b>Michael F Bohn</b><br><i>Retained</i><br>702-642-3113(W) |
| <b>Defendant</b> | <b>Nickel Mine Avenue Trust</b>            | <b>Michael F Bohn</b><br><i>Retained</i><br>702-642-3113(W)                          |
| <b>Defendant</b> | <b>Saticoy Bay, LLC</b>                    | <b>Michael F Bohn</b><br><i>Retained</i><br>702-642-3113(W)                          |
| <b>Defendant</b> | <b>Travertine Lane Trust</b>               | <b>Michael F Bohn</b><br><i>Retained</i><br>702-642-3113(W)                          |
| <b>Plaintiff</b> | <b>Copper Creek Homeowners Association</b> | <b>David M. Bray</b><br><i>Retained</i><br>702-990-2017(H)                           |

**EVENTS & ORDERS OF THE COURT**02/25/2020 **Evidentiary Hearing** (9:30 AM) (Judicial Officer Israel, Ronald J.)**Minutes**

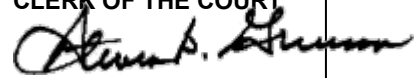
01/16/2020 9:00 AM

02/13/2020 9:30 AM

02/25/2020 9:30 AM

- Court noted this matter is regarding damages for the breach of a settlement agreement and further noted the damages are capped at \$1,000.00. Mr. Bray agreed and noted it was \$1,000.00 per home and stated the Home Owners Association (HOA) meets the requirements of NRS 116. Court noted the Settlement Agreement is a contract. Counsel noted concerns of vacant homes and issues with squatters. **Colloquy regarding the difficulty to sell the properties when they are in litigation.** Upon Court's inquiry, Mr. Nikci noted the settlement agreement was in good faith. Mr. Bray noted the contract in the purchase of the homes was not to rent of the first year. Mr. Bray further noted 6838 Nickel Mine should not be included in the 6 properties and requested \$500.00 per property for a bond in the total amount of \$2,500.00. COURT AWARDED Damages, \$1,000.00 per unit, for six units, Total Amount of \$6,000.00, pursuant to the terms of the agreement. COURT ORDERED, Permanent Injunction, GRANTED, with BOND in the Total Amount of \$2,500.00 for the 5 units. Court directed Mr. Bray to prepare the order.

[Parties Present](#)[Return to Register of Actions](#)



**RPLY**

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1180 N. Town Center Dr., Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
david@braylawgroup.com  
*Attorneys for Plaintiff*  
*Copper Creek Homeowners Association*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

COMES NOW Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION  
("Plaintiff"), by and through their attorneys, BRAY LAW GROUP LLC, and respectfully  
submits the Plaintiff's Reply in Support of its Motion for an Award of Attorneys' Fees and  
Costs.

This Reply is made and based upon the attached Memorandum of Points and  
Authorities, together with all papers and pleadings on file herein, which are hereby incorporated

1 by this reference, as well as any oral arguments that may be heard at the time of the hearing of  
2 this matter.

3 DATED: May 26, 2020.

BRAY LAW GROUP LLC

4 /s/ David Bray

5 By

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

11 **MEMORANDUM OF POINTS AND AUTHORITIES**

12 **I. Plaintiff Is the Prevailing Party, As Defendants Breached the Settlement**  
13 **Agreement And Pursuant to the Terms of the Settlement Agreement Plaintiff**  
14 **is “Entitled To Its Attorney’s Fees and Costs For Enforcing This Agreement”**

15 Plaintiff is the prevailing party in this matter, specifically because Defendants have been  
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17 **THE COURT FINDS** that **Defendants breached the Settlement Agreement**  
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12 **Verified Memorandum of Costs, Thus the Court Should Award Plaintiff Its**  
13 **Incurred Costs**

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19 **III. CONCLUSION**

20 As set forth above, Plaintiff respectfully requests that the Court award attorneys' fees in the  
21 amount of \$38,458.00 and costs related to the prosecution of this matter in the amount of  
22 \$2,256.06, for a total award of \$40,714.06, exclusive of any post-judgment interest.  
23

24 DATED: May 26, 2020.

BRAY LAW GROUP LLC

/s/ David Bray

By

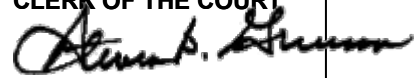
David M. Bray, Esq. SBN 12706  
1180 N. Town Center Dr., Ste. 100  
Las Vegas, Nevada 89144  
*Attorneys for Plaintiff*  
*Copper Creek Homeowners Association*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 26<sup>th</sup> day of May, 2020, I served a true and correct copy of the foregoing **PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION'S REPLY IN SUPPORT OF MOTION FOR AN AWARD OF ATTORNEYS' FEES AND COSTS** via the Eighth Judicial District Court electronic filing and service system on all parties requiring notice.

*/s/ David Bray*

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



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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

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Case No.: A-19-791060-C

Dept. No.: XXVIII

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BRAY LAW GROUP LLC

4 /s/ David Bray

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By

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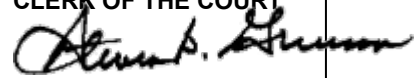
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Case No.: A-19-791060-C

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24 DATED: May 26, 2020.

BRAY LAW GROUP LLC

/s/ David Bray

By

David M. Bray, Esq. SBN 12706  
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Las Vegas, Nevada 89144

*Attorneys for Plaintiff*

*Copper Creek Homeowners Association*

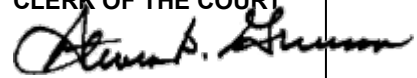


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*/s/ David Bray*

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



1 **REQT**

2 David M. Bray, Esq. SBN 12706  
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11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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Case No.: A-19-791060-C

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**PLAINTIFF'S REQUEST FOR**  
**HEARING ON PLAINTIFF'S MOTION**  
**FOR AN AWARD OF ATTORNEYS'**  
**FEES AND COSTS**

27 COMES NOW Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION  
28 ("Plaintiff"), by and through their attorneys, BRAY LAW GROUP LLC, and respectfully

///

///

///

1 submits Plaintiff's Request for Hearing on Plaintiff's Motion for An Award of Attorneys' Fees  
2 and Costs filed on 04-27-2020. Full briefing by all parties has been performed, with Defendants  
3 having filed an Opposition on 05-15-2020, and Plaintiff filing a Reply on 06-03-2020.

4 DATED: June 17, 2020.

BRAY LAW GROUP LLC

5  
6 /s/ David Bray

By

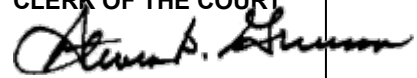
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1 **MTRF**

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**PLAINTIFF COPPER CREEK**  
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**MOTION FOR RELEASE OF**  
**INJUNCTION BOND**

**HEARING REQUESTED**

26 Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), by and  
27 through its counsel, BRAY LAW GROUP LLC, hereby respectfully moves this Court for an  
28 order releasing Plaintiff's two thousand five hundred dollar (\$2,500.00) Injunction Bond.

This Motion is supported by the attached Memorandum of Points and Authorities, the

///

///

///

1 attached exhibits, the pleadings and papers on file herein and any oral argument that may be  
2 presented to the Court.

3 DATED: July 10, 2020.

BRAY LAW GROUP LLC

4 /s/ David Bray

5 By

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

10 **MEMORANDUM OF POINTS AND AUTHORITIES**

11 This matter arises from Defendants' NICKEL MINE AVENUE TRUST; TRAVERTINE  
12 LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and SATICOY BAY, LLC  
13 (collectively "Defendants") material breach of a confidential Settlement Agreement and  
14 Release ("*Settlement Agreement*"), which was reached as part of a prior lawsuit between the  
15 parties. The material provision of the *Settlement Agreement* was that Defendants would only be  
16 allowed to rent their properties within the Copper Creek common-interest community for a  
17 limited period of time, and thereafter would be prevented to do so, without express permission  
18 by Copper Creek HOA.

19 On October 18, 2017, pursuant to the terms of the *Settlement Agreement*, the parties  
20 filed a Stipulation and Order to Dismiss with Prejudice. The U.S. Supreme Court rejected the  
21 Petition for Writ of Certiorari in the matter of *Bourne Valley Court Trust v. Wells Fargo Bank,*  
22 *N.A.*, as No. 16-1208 on June 26, 2017.

23 As a result of the Supreme Court's denial of certiorari for the *Bourne Valley* matter, the  
24 latest period in which Defendants could have continued renting the Properties without  
25 submitting a request pursuant to the protocol outlined in the Governing Documents, was June  
26  
27  
28

1 26, 2018. Despite this express term of the *Settlement Agreement*, Defendants continued to lease  
2 their Properties, in direct violation of the *Settlement Agreement*.

3 On March 13, 2019, Plaintiff filed a Complaint against Defendants alleging claims of  
4 (1) breach of contract; (2) breach of covenant of good faith and fair dealing; (3) fraud in the  
5 inducement/intentional misrepresentation; (4) negligent misrepresentation; and (5) civil  
6 conspiracy. On October 22, 2019, Plaintiff filed a Motion for Summary Judgment as there was  
7 no genuine issue of material fact that Defendants had breached the *Settlement Agreement* by  
8 continuing to lease the properties past June 26, 2018.<sup>1</sup> Following an evidentiary hearing, the  
9 Court granted, in part, and denied, in part, Plaintiff's Motion for Summary Judgment.<sup>2</sup> The  
10 Court found that "Defendants breached the *Settlement Agreement and Release* between Plaintiff  
11 and Defendants and that Defendant used the six (6) properties located at 6773 Granite River  
12 Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777 Travertine Lane;  
13 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue (collectively "Subject Homes") as  
14 rentals."<sup>3</sup> The Court held that pursuant to NRS 116.31031, Plaintiff's damages for the rental  
15 restriction fines were capped to \$1,000.00 per home, and issued an injunction that precluded  
16 Defendants from using the homes as rentals per the express terms of the *Settlement Agreement*.  
17  
18  
19

20 **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
21 Plaintiff's request for a permanent injunction is Granted with Plaintiff having to  
22 post an injunctive bond of two thousand five hundred dollars (\$2,500.00) or five  
23 hundred dollars (\$500.00) per home to be payable to the Clerk of the Court.<sup>4</sup>  
24  
25

---

26 <sup>1</sup> See Plaintiff's Motion for Summary Judgment, filed 10-22-19.

27 <sup>2</sup> See Order Granting, In Part, And Denying, In Part, Plaintiff's Motion for Summary Judgment,  
28 filed 04-03-20.

<sup>3</sup> *Id.* at 2:7-12.

<sup>4</sup> *Id.* at 3:1-5.

1 On or around April 6, 2020, Plaintiff submitted the court-ordered injunction bond  
2 payable to the Clerk of the Court of the Eighth Judicial District Court for two thousand five  
3 hundred dollars and zero cents (\$2,500.00).<sup>5</sup>

4 With the Notice of Entry of Order filed on April 6, 2020<sup>6</sup>, Defendants' 30-day deadline  
5 to file any appeal regarding the issuance of the permanent injunction has passed.<sup>7</sup> Therefore,  
6 the injunction is fully permanent and it is appropriate that the injunction bond of two thousand  
7 five hundred dollars and zero cents (\$2,500.00) by Plaintiff be released.

9 Plaintiff respectfully requests that this Court order the Clerk of the Court to return the  
10 full amount of the injunction bond (\$2,500.00) to Plaintiff. The check should be made payable  
11 to "Copper Creek Homeowners Association" and mailed to Plaintiff's counsel.

13 DATED: July 10, 2020.

BRAY LAW GROUP LLC

15 /s/ David Bray

16 By

David M. Bray, Esq. SBN 12706  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
*Attorney for Plaintiff*

24  
25 <sup>5</sup> See Exhibit "1" – Plaintiff's correspondence to Clerk of the Court for Eighth Judicial  
District Court, dated 04-06-2020.

26 <sup>6</sup> See Exhibit "2" – Notice of Entry of Order Granting, In Part, And Denying, In Part,  
Plaintiff's Motion for Summary Judgment, filed 04-06-2020.

27 <sup>7</sup> See NRAP 4 ["Except as provided in Rule 4(a)(4), a notice of appeal must be filed after entry  
28 of a written judgment or order, and no later than 30 days after the date that written notice of  
entry of the judgment or order appealed from is served."].

**CERTIFICATE OF SERVICE**

I hereby certify that on this 10<sup>th</sup> day of July, 2020, I served a true and correct copy of the foregoing **PLAINTIFF COPPER CREEK HOMEOWNERS ASSOCIATION'S MOTION FOR RELEASE OF INJUNCTION BOND** via the Eighth Judicial District Court electronic filing and service system, service only, on all parties requiring notice.

*/s/ David M. Bray*

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



# EXHIBIT 1

# EXHIBIT 1



**David Bray, Esq.**

*Bray Law Group LLC*

1180 N. Town Center Dr., Ste. 100

Las Vegas, NV 89144

702-623-0046

BrayLawGroup.com

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

Date: April 6, 2020

*Copper Creek Homeowners Association v. Nickel Mine Avenue Trust, et. al.*

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

Re: Permanent Injunction Bond payable to Clerk of the Court

Clerk of the Court

Eighth Judicial District Court

Regional Justice Center

200 Lewis Avenue

Las Vegas, NV 89101

Our office represents the Copper Creek Homeowners Association in the above referenced matter. Pursuant to the attached *Order Granting, in Part, and Denying, in Part, Plaintiff's Motion for Summary Judgment*, Plaintiff is submitting a check payable to the Clerk of the Court for the Eighth Judicial District Court for two thousand five hundred dollars and zero cents (\$2,500.00) as the Court's order permanent injunction bond.

If you have any questions regarding the above, please feel free to contact myself via email or telephone. Thank you.

Sincerely,

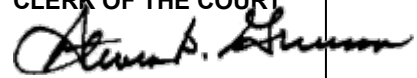
*/s/ David M. Bray*

David M. Bray, Esq.

Counsel for Copper Creek Homeowners Association

# EXHIBIT 2

# EXHIBIT 2



1 **NEO**

2 David M. Bray, Esq. SBN 12706  
3 BRAY LAW GROUP LLC  
4 1180 N. Town Center Dr. Ste. 100  
5 Las Vegas, NV 89144  
6 Telephone: (702) 623-0046  
7 Facsimile: (725) 210-5800  
8 [david@braylawgroup.com](mailto:david@braylawgroup.com)  
9 *Attorney for Plaintiff*

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

12 COPPER CREEK HOMEOWNERS  
13 ASSOCIATION a Nevada Nonprofit  
14 Corporation,

15 Plaintiff,

16 v.

17 NICKEL MINE AVENUE TRUST, a Nevada  
18 irrevocable trust; TRAVERTINE LANE  
19 TRUST, a Nevada irrevocable trust;  
20 MAHOGANY MEADOWS AVENUE  
21 TRUST, a Nevada irrevocable trust;  
22 SATICOY BAY, LLC, a Nevada Limited  
23 Liability Company; DOES I through V; and  
24 ROE CORPORATIONS I through V,

25 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

26 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

27 PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*  
28 *Plaintiff's Motion for Summary Judgment* was entered on April 6, 2020. A true and correct copy

///

///

///

///

1 is attached hereto.

2 DATED: April 6, 2020.

BRAY LAW GROUP LLC

3 /s/ David Bray

4 By

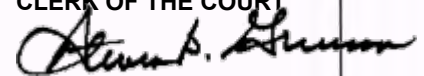
David M. Bray, Esq. SBN 12706  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
*Attorney for Plaintiff*

7  
8 **CERTIFICATE OF SERVICE**

9 I hereby certify on this 6<sup>th</sup> day of April, 2020, I served a true and correct copy of the  
10 foregoing **NOTICE OF ENTRY OF ORDER GRANTING, IN PART, AND DENYING,**  
11 **IN PART, PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** via the Eighth  
12 Judicial District Court electronic filing and service system, on all parties requiring service.  
13

14 /s/ David Bray

15  
16 An employee of Bray Law Group LLC



**ORDER**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

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

This case came on regularly before the Court on November 26, 2019 for hearing on Plaintiff's Motion for Summary Judgment. The specific issues of: (1) whether Plaintiff's damages were capped pursuant to NRS 116.31031; and (2) Plaintiff's request for a permanent injunction were further briefed and argued at an evidentiary hearing on February 25, 2020. Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), appearing by and through its attorney, David M. Bray, Esq., of Bray Law Group LLC, and Defendants NICKEL MINE AVENUE TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS



1 AVENUE TRUST; and SATICOY BAY, LLC (collectively "Defendants"), appearing by and  
2 through their attorney, Nikoll Nikci, Esq. of the Law Offices of Michael F. Bohn, Esq., Ltd..  
3 The Court having examined all documents and pleadings on file herein, having heard arguments  
4 of the parties, and good cause appearing, makes the following findings of fact and conclusions  
5 of law.

6  
7 **THE COURT FINDS** that Defendants breached the *Settlement Agreement and Release*  
8 between Plaintiff and Defendants in that Defendants used the six (6) properties located at 6773  
9 Granite River Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777  
10 Travertine Lane; 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue (collectively  
11 "Subject Homes") as rentals.

12  
13 **THE COURT FURTHER FINDS** that NRS 116.31031 capped Plaintiff's damages to  
14 one thousand dollars (\$1,000.00) per home.

15 **THE COURT FURTHER FINDS** that one of the Subject Homes located at 6838  
16 Nickel Mine Avenue was recently sold and therefore Plaintiff's withdrew its request for a  
17 permanent injunction related to that property.

18  
19 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that Plaintiff's Motion  
20 for Summary Judgment is hereby Granted, in part, in that Defendants have materially breached  
21 the *Settlement Agreement and Release* in that Defendants used the Subject Homes as rentals.

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

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



1           **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
2 Plaintiff's request for a permanent injunction is Granted with Plaintiff having to post an  
3 injunctive bond of two thousand five hundred dollars (\$2,500.00) or five hundred dollars  
4 (\$500.00) per home to be payable to the Clerk of the Court.

5           **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
6 Defendants, their officers, agents, servants, employees, attorneys, successors, assigns, and all  
7 persons in active participation or concert with them are permanently restrained and enjoined  
8 from doing, causing, or permitting to be done, directly or indirectly, any acts whereby the terms  
9 of the *Settlement Agreement and Release* between Plaintiff and Defendants are in any manner  
10 violated and Defendants must cease and desist any and all leasing and/or renting of the Subject  
11 Homes.  
12

13  
14           **IT IS SO ORDERED.**

15           DATED this 3 day of March, 2020.

16  
17  
18             
19           DISTRICT COURT JUDGE

20  
21           Respectfully submitted by:  
22           BRAY LAW GROUP LLC

23           /s/ David M. Bray, Esq.

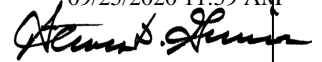
24           David M. Bray, Esq., SBN 12706  
25           1180 N. Town Center Dr., Suite 100  
26           Las Vegas, Nevada 89144  
27           Attorney for Plaintiff

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

32           /s/ Nikoll Nikci, Esq.

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



  
CLERK OF THE COURT

**ORDR**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING PLAINTIFF  
COPPER CREEK HOMEOWNERS  
ASSOCIATION'S MOTION FOR  
RELEASE OF INJUNCTION BOND**

Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), filed its Motion for Release of Injunction Bond on July 10, 2020. The Court, after carefully considering the evidence and arguments submitted, and no Opposition filed by Defendants, the Court **ORDERS** that Plaintiff's Motion for Attorney's Fees and Costs is **GRANTED**.

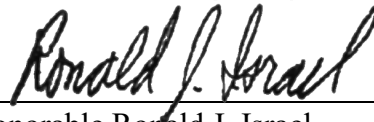
**THE COURT FINDS** that on April 3, 2020, this Court ordered that Plaintiff post an injunctive bond of two thousand five hundred dollars and zero cents (\$2,500.00) payable to the

1 Clerk of the Court. Defendants did not appeal the issuance of the injunction. Thus, the Court  
2 finds that there is no threat of irreparable injury to the Defendants

3 THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Clerk of  
4 the Court return the injunctive security bond in the amount of two thousand five hundred dollars  
5 and zero cents (\$2,500.00) to the Plaintiff.  
6

7 Dated this \_\_\_\_ day of September, 2020.

Dated this 25th day of September, 2020

8   
9

10 Honorable Ronald J. Israel  
11 District Court Judge

OC8 3E6 3733 CEC5

12 Ronald J. Israel  
A-19-791060-6 District Court Judge

SC

13 Submitted by:

Approved as to Form:

14 BRAY LAW GROUP LLC

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

15 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

16  
17 David M. Bray, Esq. SBN 12706  
18 1180 N. Town Center Dr. Ste 100  
19 Las Vegas, Nevada 89144  
Attorneys for Plaintiff  
Copper Creek Homeowners Association

20  
21 Nikoll Nikci, Esq., SBN 10699  
22 2260 Corporate Circle, Suite 480  
23 Henderson, NV 89074  
24 Attorneys for Defendants  
25  
26  
27  
28

## David Bray

---

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

David,

You can use my e-signature on both orders.

Thank you,

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

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---

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

Sure thing.

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

David,

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

Thank you,

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

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

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---

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

Nik,

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

<image001.png>

**David Bray | Attorney**

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

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

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

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

---

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

NN,

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

<image001.png>

**David Bray | Attorney**

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

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

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

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

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

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

CASE NO: A-19-791060-C

8 vs.

DEPT. NO. Department 28

9 Nickel Mine Avenue Trust,  
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 9/25/2020

16 E-Service BohnLawFirm

office@bohnlawfirm.com

17 Michael Bohn

mbohn@bohnlawfirm.com

18 David Bray

david@braylawgroup.com

**ORDR**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), filed its Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. The Court, after carefully considering the evidence and arguments submitted, the Court **ORDERS** that Plaintiff's Motion for Attorney's Fees and Costs is **GRANTED**.

**THE COURT FINDS** that Plaintiff's Motion for Summary Judgment filed on October 22, 2019 was granted in part and denied in part.

1           **THE COURT FURTHER FINDS** that an Order on Plaintiff's Motion for Summary  
2 Judgment was entered on April 3, 2020 and found that Defendants NICKEL MINE AVENUE  
3 TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and  
4 SATICOY BAY, LLC (collectively "Defendants") breached the Settlement Agreement and  
5 Release between the parties concerning the six (6) properties located at 6773 Granite River  
6 Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777 Travertine Lane;  
7 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue. The Court capped the damages to  
8 one thousand dollars and zero cents (\$1,000.00) per home. The Court finds that Plaintiff is the  
9 prevailing party in this case given the Court's ruling that Defendants breached the settlement  
10 agreement.  
11

12           **THE COURT FINDS** that pursuant to the terms of the Settlement Agreement and  
13 Release, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party.  
14

15           **THE COURT FURTHER FINDS** that whenever a district court awards attorney's fees  
16 and costs, the reasonability of the award must always be a consideration. *Brunzell v. Golden*  
17 *Gate Nat. Bank*, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada Supreme Court has provided  
18 factors to be utilized in determining whether the fees requested are reasonable, as follows: (1)  
19 the qualities of the advocate: his ability, his training, education, experience, professional  
20 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its  
21 importance, time and skill required, the responsibility imposed and the prominence and  
22 character of the parties where they affect the importance of the litigation; (3) the work actually  
23 performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether  
24 the attorney was successful and what benefits were derived. *Id.* at 349.  
25  
26  
27  
28



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

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that Plaintiffs be awarded attorneys' fees and costs against each of the Defendants as follows:

| Defendant                                                                                                                           | Attorneys' Fees & Costs |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Saticoy Bay LLC <ul style="list-style-type: none"> <li>6773 Granite River Lane</li> <li>6915 Silver State Avenue</li> </ul>         | \$13,571.35             |
| Nickel Mine Avenue Trust <ul style="list-style-type: none"> <li>6892 Nickel Mine Avenue</li> <li>6838 Nickel Mine Avenue</li> </ul> | \$13,571.35             |
| Travertine Lane Trust <ul style="list-style-type: none"> <li>6777 Travertine Lane</li> </ul>                                        | \$6,785.68              |
| Mahogany Meadows Avenue Trust <ul style="list-style-type: none"> <li>6896 Mahogany Meadows Avenue</li> </ul>                        | \$6,785.68              |

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

**Dated this 25th day of September, 2020**

Ronald J. Israel

Honorable Ronald J. Israel

District Court Judge

15B EE9 63B7 5C28

SC

## Ronald J. Israel

A-19-District Court

Submitted by:

Approved as to Form:

BRAY LAW GROUP LLC

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

/s/ David M. Bray, Esq.

*/s/ Nikoll Nikci, Esq.*

David M. Bray, Esq. SBN 12706  
1180 N. Town Center Dr. Ste 100  
Las Vegas, Nevada 89144

*Attorneys for Plaintiff*

*Copper Creek Homeowners Association*

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

*Attorneys for Defendants*

## David Bray

---

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

David,

You can use my e-signature on both orders.

Thank you,

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

### Confidentiality Notice

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

---

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

Sure thing.

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

David,

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

Thank you,

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

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

**Confidentiality Notice**

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

---

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

Nik,

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

<image001.png>

**David Bray | Attorney**

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

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

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

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

---

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

NN,

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

<image001.png>

**David Bray | Attorney**

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

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

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

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

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

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

CASE NO: A-19-791060-C

8 vs.

DEPT. NO. Department 28

9 Nickel Mine Avenue Trust,  
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 9/25/2020

16 E-Service BohnLawFirm

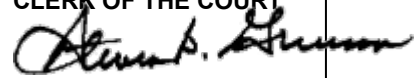
office@bohnlawfirm.com

17 Michael Bohn

mbohn@bohnlawfirm.com

18 David Bray

david@braylawgroup.com



NEO

David M. Bray, Esq. SBN 12706

BRAY LAW GROUP LLC

1180 N. Town Center Dr. Ste. 100

Las Vegas, NV 89144

Telephone: (702) 623-0046

Facsimile: (725) 210-5800

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

*Attorneys for Defendant*

*Copper Creek Homeowners Association*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

///

1 ///

2 A true and correct copy is attached hereto.

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

BRAY LAW GROUP LLC

4 */s/ David Bray*

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

11 **CERTIFICATE OF SERVICE**

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

17 */s/ David Bray*

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

**ORDR**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), filed its Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. The Court, after carefully considering the evidence and arguments submitted, the Court **ORDERS** that Plaintiff's Motion for Attorney's Fees and Costs is **GRANTED**.

**THE COURT FINDS** that Plaintiff's Motion for Summary Judgment filed on October 22, 2019 was granted in part and denied in part.



1           **THE COURT FURTHER FINDS** that an Order on Plaintiff's Motion for Summary  
2 Judgment was entered on April 3, 2020 and found that Defendants NICKEL MINE AVENUE  
3 TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and  
4 SATICOY BAY, LLC (collectively "Defendants") breached the Settlement Agreement and  
5 Release between the parties concerning the six (6) properties located at 6773 Granite River  
6 Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777 Travertine Lane;  
7 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue. The Court capped the damages to  
8 one thousand dollars and zero cents (\$1,000.00) per home. The Court finds that Plaintiff is the  
9 prevailing party in this case given the Court's ruling that Defendants breached the settlement  
10 agreement.  
11

12           **THE COURT FINDS** that pursuant to the terms of the Settlement Agreement and  
13 Release, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party.  
14

15           **THE COURT FURTHER FINDS** that whenever a district court awards attorney's fees  
16 and costs, the reasonability of the award must always be a consideration. *Brunzell v. Golden*  
17 *Gate Nat. Bank*, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada Supreme Court has provided  
18 factors to be utilized in determining whether the fees requested are reasonable, as follows: (1)  
19 the qualities of the advocate: his ability, his training, education, experience, professional  
20 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its  
21 importance, time and skill required, the responsibility imposed and the prominence and  
22 character of the parties where they affect the importance of the litigation; (3) the work actually  
23 performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether  
24 the attorney was successful and what benefits were derived. *Id.* at 349.  
25  
26  
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28

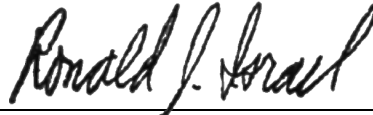
1           **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and  
2 Affidavit to be reasonable and adopts the same.

3           **THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiffs be  
4 awarded attorneys' fees and costs against each of the Defendants as follows:

| Defendant                                                                          | Attorneys' Fees & Costs |
|------------------------------------------------------------------------------------|-------------------------|
| Saticoy Bay LLC<br>• 6773 Granite River Lane<br>• 6915 Silver State Avenue         | \$13,571.35             |
| Nickel Mine Avenue Trust<br>• 6892 Nickel Mine Avenue<br>• 6838 Nickel Mine Avenue | \$13,571.35             |
| Travertine Lane Trust<br>• 6777 Travertine Lane                                    | \$6,785.68              |
| Mahogany Meadows Avenue Trust<br>• 6896 Mahogany Meadows Avenue                    | \$6,785.68              |

14  
15 Dated this \_\_\_\_ day of September, 2020.

16 Dated this 25th day of September, 2020

17 

18 Honorable Ronald J. Israel  
19 District Court Judge

20 15B EE9 63B7 5C28

SC

Ronald J. Israel

A-19-791060-C District Court Judge

21 Submitted by:

Approved as to Form:

22 BRAY LAW GROUP LLC

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

23 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

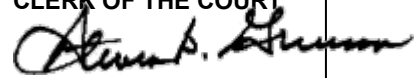
24  
25 David M. Bray, Esq. SBN 12706  
26 1180 N. Town Center Dr. Ste 100  
27 Las Vegas, Nevada 89144

Attorneys for Plaintiff

Copper Creek Homeowners Association

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

Attorneys for Defendants



NEO

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144

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

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

*Attorneys for Defendant*

*Copper Creek Homeowners Association*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**NOTICE OF ENTRY OF ORDER  
GRANTING PLAINTIFF COPPER  
CREEK HOMEOWNERS  
ASSOCIATION'S MOTION FOR  
RELEASE OF INJUNCTION BOND**

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

PLEASE TAKE NOTICE that an *Order Granting Plaintiff Copper Creek Homeowners  
Association's Motion for Release Of Injunction Bond* was entered on September 25, 2020.

///

///

///

1 A true and correct copy is attached hereto.

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

BRAY LAW GROUP LLC

3 */s/ David Bray*

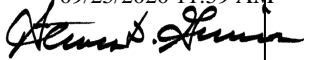
4 David M. Bray, Esq. SBN 12706  
5 1180 N. Town Center Dr. Ste. 100  
6 Las Vegas, Nevada 89144  
7 *Attorney for Defendant*  
8 *Copper Creek Homeowners Association*

9 **CERTIFICATE OF SERVICE**

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

15 */s/ David Bray*

16 An Employee of Bray Law Group LLC  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

  
CLERK OF THE COURT

**ORDER**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**ORDER GRANTING PLAINTIFF  
COPPER CREEK HOMEOWNERS  
ASSOCIATION'S MOTION FOR  
RELEASE OF INJUNCTION BOND**

Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), filed its Motion for Release of Injunction Bond on July 10, 2020. The Court, after carefully considering the evidence and arguments submitted, and no Opposition filed by Defendants, the Court **ORDERS** that Plaintiff's Motion for Attorney's Fees and Costs is **GRANTED**.

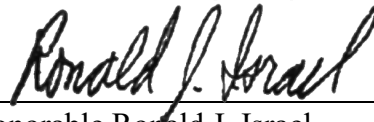
**THE COURT FINDS** that on April 3, 2020, this Court ordered that Plaintiff post an injunctive bond of two thousand five hundred dollars and zero cents (\$2,500.00) payable to the

1 Clerk of the Court. Defendants did not appeal the issuance of the injunction. Thus, the Court  
2 finds that there is no threat of irreparable injury to the Defendants

3 THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Clerk of  
4 the Court return the injunctive security bond in the amount of two thousand five hundred dollars  
5 and zero cents (\$2,500.00) to the Plaintiff.  
6

7 Dated this \_\_\_\_ day of September, 2020.

Dated this 25th day of September, 2020

8   
9

10 Honorable Ronald J. Israel

11 District Court Judge

0C8 3E6 3733 CEC5

Ronald J. Israel

12 A-19-791060-G District Court Judge

SC

13 Submitted by:

Approved as to Form:

14 BRAY LAW GROUP LLC

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

15 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

16  
17 David M. Bray, Esq. SBN 12706  
18 1180 N. Town Center Dr. Ste 100  
19 Las Vegas, Nevada 89144

Attorneys for Plaintiff

Copper Creek Homeowners Association

20  
21 Nikoll Nikci, Esq., SBN 10699  
22 2260 Corporate Circle, Suite 480  
23 Henderson, NV 89074

Attorneys for Defendants

*Heather S. Linn*

CLERK OF THE COURT

**JGJV**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**JUDGMENT AGAINST DEFENDANT  
SATICOY BAY LLC UPON ORDER  
GRANTING PLAINTIFF COPPER  
CREEK HOMEOWNERS  
ASSOCIATION'S MOTION FOR AN  
AWARD OF ATTORNEYS' FEES AND  
COSTS**

On April 3, 2020, an Order was entered by this on Plaintiff COPPER CREEK  
HOMEOWNERS ASSOCIATION's ("Plaintiff") Motion for Summary Judgment, whereby this  
Court ordered Defendant SATICOY BAY LLC ("Defendant") breached the Settlement  
Agreement and Release between the parties concerning the properties located at 6773 Granite  
River Lane; and 6915 Silver State Avenue. The Court capped the damages to one thousand  
dollars and zero cents (\$1,000.00) per home. The Court further held that Plaintiff was the

1 prevailing party in this case given the Court's ruling that Defendant breached the settlement  
2 agreement. *See Exhibit "1"*.

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

6  
7 **IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiff, COPPER CREEK  
8 HOMEOWNERS ASSOCIATION, have and recovers of Defendant SATICOY BAY, LLC, the  
9 following sums:

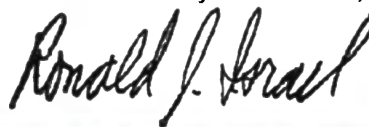
| Description               | Amounts            |
|---------------------------|--------------------|
| Damages                   | \$2,000.00         |
| Attorneys' Fees & Costs   | \$13,571.35        |
| <b>Total Award Amount</b> | <b>\$15,571.35</b> |

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

17 IT IS SO ORDERED.

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

19 Dated this 6th day of November, 2020

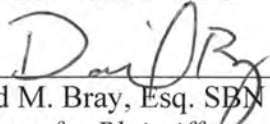
20 

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

SC

28 Submitted by:

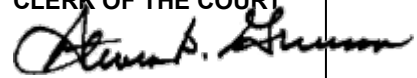
BRAY LAW GROUP LLC

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



# EXHIBIT 1

# EXHIBIT 1



1 **NEO**

2 David M. Bray, Esq. SBN 12706  
3 BRAY LAW GROUP LLC  
4 1180 N. Town Center Dr. Ste. 100  
5 Las Vegas, NV 89144  
6 Telephone: (702) 623-0046  
7 Facsimile: (725) 210-5800  
8 [david@braylawgroup.com](mailto:david@braylawgroup.com)  
9 *Attorney for Plaintiff*

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

12 COPPER CREEK HOMEOWNERS  
13 ASSOCIATION a Nevada Nonprofit  
14 Corporation,

15 Plaintiff,

16 v.

17 NICKEL MINE AVENUE TRUST, a Nevada  
18 irrevocable trust; TRAVERTINE LANE  
19 TRUST, a Nevada irrevocable trust;  
20 MAHOGANY MEADOWS AVENUE  
21 TRUST, a Nevada irrevocable trust;  
22 SATICOY BAY, LLC, a Nevada Limited  
23 Liability Company; DOES I through V; and  
24 ROE CORPORATIONS I through V,

25 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

26 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

27 PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*  
28 *Plaintiff's Motion for Summary Judgment* was entered on April 6, 2020. A true and correct copy

///

///

///

///

1 is attached hereto.

2 DATED: April 6, 2020.

BRAY LAW GROUP LLC

3 /s/ David Bray

4 By

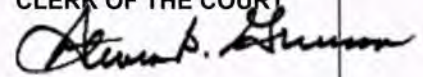
David M. Bray, Esq. SBN 12706  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
*Attorney for Plaintiff*

7  
8 **CERTIFICATE OF SERVICE**

9 I hereby certify on this 6<sup>th</sup> day of April, 2020, I served a true and correct copy of the  
10 foregoing **NOTICE OF ENTRY OF ORDER GRANTING, IN PART, AND DENYING,**  
11 **IN PART, PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** via the Eighth  
12 Judicial District Court electronic filing and service system, on all parties requiring service.  
13

14 /s/ David Bray

15  
16 An employee of Bray Law Group LLC



**ORDER**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

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

This case came on regularly before the Court on November 26, 2019 for hearing on Plaintiff's Motion for Summary Judgment. The specific issues of: (1) whether Plaintiff's damages were capped pursuant to NRS 116.31031; and (2) Plaintiff's request for a permanent injunction were further briefed and argued at an evidentiary hearing on February 25, 2020. Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), appearing by and through its attorney, David M. Bray, Esq., of Bray Law Group LLC, and Defendants NICKEL MINE AVENUE TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS



1 AVENUE TRUST; and SATICOY BAY, LLC (collectively "Defendants"), appearing by and  
2 through their attorney, Nikoll Nikci, Esq. of the Law Offices of Michael F. Bohn, Esq., Ltd..  
3 The Court having examined all documents and pleadings on file herein, having heard arguments  
4 of the parties, and good cause appearing, makes the following findings of fact and conclusions  
5 of law.

6  
7 **THE COURT FINDS** that Defendants breached the *Settlement Agreement and Release*  
8 between Plaintiff and Defendants in that Defendants used the six (6) properties located at 6773  
9 Granite River Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777  
10 Travertine Lane; 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue (collectively  
11 "Subject Homes") as rentals.

12  
13 **THE COURT FURTHER FINDS** that NRS 116.31031 capped Plaintiff's damages to  
14 one thousand dollars (\$1,000.00) per home.

15 **THE COURT FURTHER FINDS** that one of the Subject Homes located at 6838  
16 Nickel Mine Avenue was recently sold and therefore Plaintiff's withdrew its request for a  
17 permanent injunction related to that property.

18  
19 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that Plaintiff's Motion  
20 for Summary Judgment is hereby Granted, in part, in that Defendants have materially breached  
21 the *Settlement Agreement and Release* in that Defendants used the Subject Homes as rentals.

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

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



1           **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
2 Plaintiff's request for a permanent injunction is Granted with Plaintiff having to post an  
3 injunctive bond of two thousand five hundred dollars (\$2,500.00) or five hundred dollars  
4 (\$500.00) per home to be payable to the Clerk of the Court.

5           **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
6 Defendants, their officers, agents, servants, employees, attorneys, successors, assigns, and all  
7 persons in active participation or concert with them are permanently restrained and enjoined  
8 from doing, causing, or permitting to be done, directly or indirectly, any acts whereby the terms  
9 of the *Settlement Agreement and Release* between Plaintiff and Defendants are in any manner  
10 violated and Defendants must cease and desist any and all leasing and/or renting of the Subject  
11 Homes.  
12

13  
14           **IT IS SO ORDERED.**

15           DATED this 3 day of March, 2020.

16  
17  
18             
19           DISTRICT COURT JUDGE

20  
21           Respectfully submitted by:  
22           BRAY LAW GROUP LLC

23           /s/ David M. Bray, Esq.

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

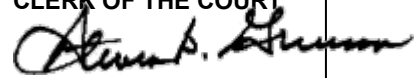
28  
29           Approved as to Form:  
30           LAW OFFICES OF MICHEL F. BOHN, ESQ.,  
31           LTD.

32           /s/ Nikoll Nikci, Esq.

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

# EXHIBIT 2

# EXHIBIT 2



NEO

David M. Bray, Esq. SBN 12706

BRAY LAW GROUP LLC

1180 N. Town Center Dr. Ste. 100

Las Vegas, NV 89144

Telephone: (702) 623-0046

Facsimile: (725) 210-5800

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

*Attorneys for Defendant*

*Copper Creek Homeowners Association*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

///



1 ///

2 A true and correct copy is attached hereto.

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

BRAY LAW GROUP LLC

4 */s/ David Bray*

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

11 **CERTIFICATE OF SERVICE**

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

17 */s/ David Bray*

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

**ORDR**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), filed its Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. The Court, after carefully considering the evidence and arguments submitted, the Court **ORDERS** that Plaintiff's Motion for Attorney's Fees and Costs is **GRANTED**.

**THE COURT FINDS** that Plaintiff's Motion for Summary Judgment filed on October 22, 2019 was granted in part and denied in part.

1           **THE COURT FURTHER FINDS** that an Order on Plaintiff's Motion for Summary  
2 Judgment was entered on April 3, 2020 and found that Defendants NICKEL MINE AVENUE  
3 TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and  
4 SATICOY BAY, LLC (collectively "Defendants") breached the Settlement Agreement and  
5 Release between the parties concerning the six (6) properties located at 6773 Granite River  
6 Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777 Travertine Lane;  
7 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue. The Court capped the damages to  
8 one thousand dollars and zero cents (\$1,000.00) per home. The Court finds that Plaintiff is the  
9 prevailing party in this case given the Court's ruling that Defendants breached the settlement  
10 agreement.  
11

12           **THE COURT FINDS** that pursuant to the terms of the Settlement Agreement and  
13 Release, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party.  
14

15           **THE COURT FURTHER FINDS** that whenever a district court awards attorney's fees  
16 and costs, the reasonability of the award must always be a consideration. *Brunzell v. Golden*  
17 *Gate Nat. Bank*, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada Supreme Court has provided  
18 factors to be utilized in determining whether the fees requested are reasonable, as follows: (1)  
19 the qualities of the advocate: his ability, his training, education, experience, professional  
20 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its  
21 importance, time and skill required, the responsibility imposed and the prominence and  
22 character of the parties where they affect the importance of the litigation; (3) the work actually  
23 performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether  
24 the attorney was successful and what benefits were derived. *Id.* at 349.  
25  
26  
27  
28

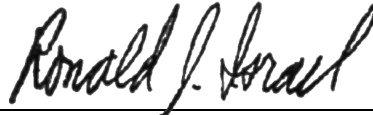
1           **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and  
2 Affidavit to be reasonable and adopts the same.

3           **THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiffs be  
4 awarded attorneys' fees and costs against each of the Defendants as follows:

| Defendant                                                                          | Attorneys' Fees & Costs |
|------------------------------------------------------------------------------------|-------------------------|
| Saticoy Bay LLC<br>• 6773 Granite River Lane<br>• 6915 Silver State Avenue         | \$13,571.35             |
| Nickel Mine Avenue Trust<br>• 6892 Nickel Mine Avenue<br>• 6838 Nickel Mine Avenue | \$13,571.35             |
| Travertine Lane Trust<br>• 6777 Travertine Lane                                    | \$6,785.68              |
| Mahogany Meadows Avenue Trust<br>• 6896 Mahogany Meadows Avenue                    | \$6,785.68              |

14  
15 Dated this \_\_\_\_ day of September, 2020.

16 Dated this 25th day of September, 2020

17 

18 Honorable Ronald J. Israel  
19 District Court Judge

20 15B EE9 63B7 5C28

SC

Ronald J. Israel

21 A-19-791060-C District Court Judge

22 Submitted by:

Approved as to Form:

23 BRAY LAW GROUP LLC

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

24 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

25 David M. Bray, Esq. SBN 12706  
26 1180 N. Town Center Dr. Ste 100  
27 Las Vegas, Nevada 89144  
28 Attorneys for Plaintiff  
Copper Creek Homeowners Association

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

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

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

CASE NO: A-19-791060-C

8 vs.

DEPT. NO. Department 28

9 Nickel Mine Avenue Trust,  
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 11/6/2020

16 E-Service BohnLawFirm

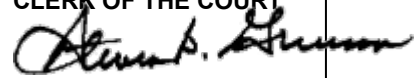
office@bohnlawfirm.com

17 Michael Bohn

mbohn@bohnlawfirm.com

18 David Bray

david@braylawgroup.com



NEO

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
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Las Vegas, NV 89144  
Telephone: (702) 623-0046  
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[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorneys for Plaintiff*  
*Copper Creek Homeowners Association*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

///

1 A true and correct copy is attached hereto.

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

BRAY LAW GROUP LLC

3 */s/ David Bray*

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

8 **CERTIFICATE OF SERVICE**

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

16  
17 */s/ David Bray*

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

*Heather S. Linn*

CLERK OF THE COURT

**JGJV**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
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[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

On April 3, 2020, an Order was entered by this on Plaintiff COPPER CREEK HOMEOWNERS ASSOCIATION's ("Plaintiff") Motion for Summary Judgment, whereby this Court ordered Defendant MAHOGANY MEADOWS AVENUE TRUST ("Defendant") breached the Settlement Agreement and Release between the parties concerning the property located at 6896 Mahogany Meadows Avenue. The Court capped the damages to one thousand dollars and zero cents (\$1,000.00). The Court further held that Plaintiff was the prevailing party



1 in this case given the Court's ruling that Defendant breached the settlement agreement. *See*  
2 Exhibit "1".

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

6  
7 **IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiff, COPPER CREEK  
8 HOMEOWNERS ASSOCIATION, have and recovers of Defendant MAHOGANY  
9 MEADOWS AVENUE TRUST, the following sums:

10

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

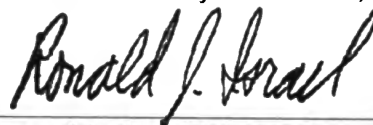
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14 **NOW, THEREFORE**, Judgment in Favor of Copper Creek Homeowners Association  
15 is hereby given for seven thousand seven hundred eighty-five dollars and sixty-eight cents  
16 against Defendant MAHOGANY MEADOWS AVENUE TRUST

17 IT IS SO ORDERED.

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

19  
20 Dated this 6th day of November, 2020

21 

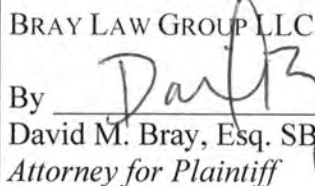
22 Honorable Ronald J. Israel  
District Court Judge

23 488 EFC 96C3 A888  
AR 20106 Israel  
District Court Judge

SC

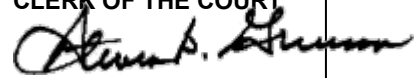
24 Submitted by:

25 BRAY LAW GROUP LLC

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

# EXHIBIT 1

# EXHIBIT 1



1 **NEO**

2 David M. Bray, Esq. SBN 12706  
3 BRAY LAW GROUP LLC  
4 1180 N. Town Center Dr. Ste. 100  
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7 Facsimile: (725) 210-5800  
8 [david@braylawgroup.com](mailto:david@braylawgroup.com)  
9 *Attorney for Plaintiff*

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

12 COPPER CREEK HOMEOWNERS  
13 ASSOCIATION a Nevada Nonprofit  
14 Corporation,

15 Plaintiff,

16 v.

17 NICKEL MINE AVENUE TRUST, a Nevada  
18 irrevocable trust; TRAVERTINE LANE  
19 TRUST, a Nevada irrevocable trust;  
20 MAHOGANY MEADOWS AVENUE  
21 TRUST, a Nevada irrevocable trust;  
22 SATICOY BAY, LLC, a Nevada Limited  
23 Liability Company; DOES I through V; and  
24 ROE CORPORATIONS I through V,

25 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

26 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

27 PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*  
28 *Plaintiff's Motion for Summary Judgment* was entered on April 6, 2020. A true and correct copy

///

///

///

///

1 is attached hereto.

2 DATED: April 6, 2020.

BRAY LAW GROUP LLC

3 /s/ David Bray

4 By

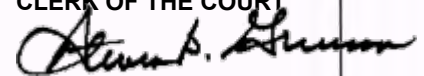
David M. Bray, Esq. SBN 12706  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
*Attorney for Plaintiff*

7  
8 **CERTIFICATE OF SERVICE**

9 I hereby certify on this 6<sup>th</sup> day of April, 2020, I served a true and correct copy of the  
10 foregoing **NOTICE OF ENTRY OF ORDER GRANTING, IN PART, AND DENYING,**  
11 **IN PART, PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** via the Eighth  
12 Judicial District Court electronic filing and service system, on all parties requiring service.  
13

14 /s/ David Bray

15  
16 An employee of Bray Law Group LLC



**ORDR**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
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Telephone: (702) 623-0046  
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[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

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

This case came on regularly before the Court on November 26, 2019 for hearing on Plaintiff's Motion for Summary Judgment. The specific issues of: (1) whether Plaintiff's damages were capped pursuant to NRS 116.31031; and (2) Plaintiff's request for a permanent injunction were further briefed and argued at an evidentiary hearing on February 25, 2020. Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), appearing by and through its attorney, David M. Bray, Esq., of Bray Law Group LLC, and Defendants NICKEL MINE AVENUE TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS



1 AVENUE TRUST; and SATICOY BAY, LLC (collectively "Defendants"), appearing by and  
2 through their attorney, Nikoll Nikci, Esq. of the Law Offices of Michael F. Bohn, Esq., Ltd..  
3 The Court having examined all documents and pleadings on file herein, having heard arguments  
4 of the parties, and good cause appearing, makes the following findings of fact and conclusions  
5 of law.

6  
7 **THE COURT FINDS** that Defendants breached the *Settlement Agreement and Release*  
8 between Plaintiff and Defendants in that Defendants used the six (6) properties located at 6773  
9 Granite River Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777  
10 Travertine Lane; 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue (collectively  
11 "Subject Homes") as rentals.

12  
13 **THE COURT FURTHER FINDS** that NRS 116.31031 capped Plaintiff's damages to  
14 one thousand dollars (\$1,000.00) per home.

15 **THE COURT FURTHER FINDS** that one of the Subject Homes located at 6838  
16 Nickel Mine Avenue was recently sold and therefore Plaintiff's withdrew its request for a  
17 permanent injunction related to that property.

18  
19 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that Plaintiff's Motion  
20 for Summary Judgment is hereby Granted, in part, in that Defendants have materially breached  
21 the *Settlement Agreement and Release* in that Defendants used the Subject Homes as rentals.

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

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



1           **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
2 Plaintiff's request for a permanent injunction is Granted with Plaintiff having to post an  
3 injunctive bond of two thousand five hundred dollars (\$2,500.00) or five hundred dollars  
4 (\$500.00) per home to be payable to the Clerk of the Court.

5           **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
6 Defendants, their officers, agents, servants, employees, attorneys, successors, assigns, and all  
7 persons in active participation or concert with them are permanently restrained and enjoined  
8 from doing, causing, or permitting to be done, directly or indirectly, any acts whereby the terms  
9 of the *Settlement Agreement and Release* between Plaintiff and Defendants are in any manner  
10 violated and Defendants must cease and desist any and all leasing and/or renting of the Subject  
11 Homes.  
12

13  
14           **IT IS SO ORDERED.**

15           DATED this 3 day of March, 2020.

16  
17  
18             
19           DISTRICT COURT JUDGE

20  
21           Respectfully submitted by:  
22           BRAY LAW GROUP LLC

23           /s/ David M. Bray, Esq.

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

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

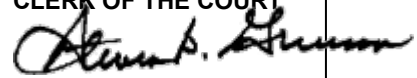
32           /s/ Nikoll Nikci, Esq.

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

# EXHIBIT 2

# EXHIBIT 2





1 NEO

2 David M. Bray, Esq. SBN 12706  
3 BRAY LAW GROUP LLC  
4 1180 N. Town Center Dr. Ste. 100  
5 Las Vegas, NV 89144  
6 Telephone: (702) 623-0046  
7 Facsimile: (725) 210-5800  
8 [david@braylawgroup.com](mailto:david@braylawgroup.com)

9 *Attorneys for Defendant*

10 *Copper Creek Homeowners Association*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 COPPER CREEK HOMEOWNERS  
14 ASSOCIATION a Nevada Nonprofit  
15 Corporation,

16 Plaintiff,

17 v.

18 NICKEL MINE AVENUE TRUST, a Nevada  
19 irrevocable trust; TRAVERTINE LANE  
20 TRUST, a Nevada irrevocable trust;  
21 MAHOGANY MEADOWS AVENUE  
22 TRUST, a Nevada irrevocable trust;  
23 SATICOY BAY, LLC, a Nevada Limited  
24 Liability Company; DOES I through V; and  
25 ROE CORPORATIONS I through V,

26 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

27 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

///

1 ///

2 A true and correct copy is attached hereto.

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

BRAY LAW GROUP LLC

4 */s/ David Bray*

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

11 **CERTIFICATE OF SERVICE**

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

17 */s/ David Bray*

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

**ORDR**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), filed its Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. The Court, after carefully considering the evidence and arguments submitted, the Court **ORDERS** that Plaintiff's Motion for Attorney's Fees and Costs is **GRANTED**.

**THE COURT FINDS** that Plaintiff's Motion for Summary Judgment filed on October 22, 2019 was granted in part and denied in part.

1           **THE COURT FURTHER FINDS** that an Order on Plaintiff's Motion for Summary  
2 Judgment was entered on April 3, 2020 and found that Defendants NICKEL MINE AVENUE  
3 TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and  
4 SATICOY BAY, LLC (collectively "Defendants") breached the Settlement Agreement and  
5 Release between the parties concerning the six (6) properties located at 6773 Granite River  
6 Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777 Travertine Lane;  
7 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue. The Court capped the damages to  
8 one thousand dollars and zero cents (\$1,000.00) per home. The Court finds that Plaintiff is the  
9 prevailing party in this case given the Court's ruling that Defendants breached the settlement  
10 agreement.  
11

12           **THE COURT FINDS** that pursuant to the terms of the Settlement Agreement and  
13 Release, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party.  
14

15           **THE COURT FURTHER FINDS** that whenever a district court awards attorney's fees  
16 and costs, the reasonability of the award must always be a consideration. *Brunzell v. Golden*  
17 *Gate Nat. Bank*, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada Supreme Court has provided  
18 factors to be utilized in determining whether the fees requested are reasonable, as follows: (1)  
19 the qualities of the advocate: his ability, his training, education, experience, professional  
20 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its  
21 importance, time and skill required, the responsibility imposed and the prominence and  
22 character of the parties where they affect the importance of the litigation; (3) the work actually  
23 performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether  
24 the attorney was successful and what benefits were derived. *Id.* at 349.  
25  
26  
27  
28

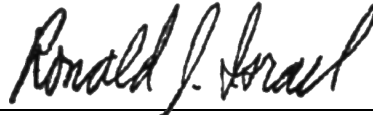
1           **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and  
2 Affidavit to be reasonable and adopts the same.

3           **THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiffs be  
4 awarded attorneys' fees and costs against each of the Defendants as follows:

| Defendant                                                                          | Attorneys' Fees & Costs |
|------------------------------------------------------------------------------------|-------------------------|
| Saticoy Bay LLC<br>• 6773 Granite River Lane<br>• 6915 Silver State Avenue         | \$13,571.35             |
| Nickel Mine Avenue Trust<br>• 6892 Nickel Mine Avenue<br>• 6838 Nickel Mine Avenue | \$13,571.35             |
| Travertine Lane Trust<br>• 6777 Travertine Lane                                    | \$6,785.68              |
| Mahogany Meadows Avenue Trust<br>• 6896 Mahogany Meadows Avenue                    | \$6,785.68              |

14  
15 Dated this \_\_\_\_ day of September, 2020.

16 Dated this 25th day of September, 2020

17 

18 Honorable Ronald J. Israel

19 District Court Judge

20 15B EE9 63B7 5C28

SC

Ronald J. Israel

District Court Judge

A-19-791060-C

21 Submitted by:

Approved as to Form:

22 BRAY LAW GROUP LLC

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

23 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

24  
25 David M. Bray, Esq. SBN 12706

26 1180 N. Town Center Dr. Ste 100

27 Las Vegas, Nevada 89144

Attorneys for Plaintiff

Copper Creek Homeowners Association

Nikoll Nikci, Esq., SBN 10699

2260 Corporate Circle, Suite 480

Henderson, NV 89074

Attorneys for Defendants

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

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

CASE NO: A-19-791060-C

8 vs.

DEPT. NO. Department 28

9 Nickel Mine Avenue Trust,  
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 11/6/2020

16 E-Service BohnLawFirm

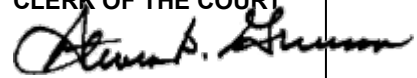
office@bohnlawfirm.com

17 Michael Bohn

mbohn@bohnlawfirm.com

18 David Bray

david@braylawgroup.com



NEO

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorneys for Plaintiff*  
*Copper Creek Homeowners Association*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**NOTICE OF ENTRY OF JUDGMENT  
AGAINST DEFENDANT  
TRAVERTINE LANE TRUST UPON  
ORDER GRANTING PLAINTIFF  
COPPER CREEK HOMEOWNERS  
ASSOCIATION'S MOTION FOR AN  
AWARD OF ATTORNEYS' FEES AND  
COSTS**

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

///

1 A true and correct copy is attached hereto.

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

BRAY LAW GROUP LLC

3 */s/ David Bray*

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

8 **CERTIFICATE OF SERVICE**

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

16  
17 */s/ David Bray*

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



*Heather S. Smith*

CLERK OF THE COURT

**JGJV**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C  
Dept. No.: XXVIII

**JUDGMENT AGAINST DEFENDANT  
TRAVERTINE LANE TRUST UPON  
ORDER GRANTING PLAINTIFF  
COPPER CREEK HOMEOWNERS  
ASSOCIATION'S MOTION FOR AN  
AWARD OF ATTORNEYS' FEES AND  
COSTS**

On April 3, 2020, an Order was entered by this on Plaintiff COPPER CREEK HOMEOWNERS ASSOCIATION's ("Plaintiff") Motion for Summary Judgment, whereby this Court ordered Defendant TRAVERTINE LANE TRUST ("Defendant") breached the Settlement Agreement and Release between the parties concerning the property located at 6777 Travertine Lane. The Court capped the damages to one thousand dollars and zero cents (\$1,000.00). The Court further held that Plaintiff was the prevailing party in this case given the Court's ruling that Defendant breached the settlement agreement. *See* Exhibit "1".

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

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

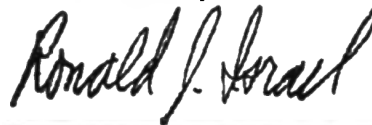
| Description                      | Amounts           |
|----------------------------------|-------------------|
| Damages                          | \$1,000.00        |
| Attorneys' Fees & Costs Incurred | \$6,785.68        |
| <b>Total Award Amount</b>        | <b>\$7,785.68</b> |

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

IT IS SO ORDERED.

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

Dated this 6th day of November, 2020



Honorable Ronald J. Israel

809-302-6589 FAX 809-302-6589

Ronald J. Israel  
District Court Judge

SC

Submitted by:

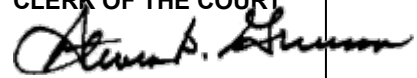
BRAY LAW GROUP, LLC

By 

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

# EXHIBIT 1

# EXHIBIT 1



1 **NEO**

2 David M. Bray, Esq. SBN 12706  
3 BRAY LAW GROUP LLC  
4 1180 N. Town Center Dr. Ste. 100  
5 Las Vegas, NV 89144  
6 Telephone: (702) 623-0046  
7 Facsimile: (725) 210-5800  
8 [david@braylawgroup.com](mailto:david@braylawgroup.com)  
9 *Attorney for Plaintiff*

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

12 COPPER CREEK HOMEOWNERS  
13 ASSOCIATION a Nevada Nonprofit  
14 Corporation,

15 Plaintiff,

16 v.

17 NICKEL MINE AVENUE TRUST, a Nevada  
18 irrevocable trust; TRAVERTINE LANE  
19 TRUST, a Nevada irrevocable trust;  
20 MAHOGANY MEADOWS AVENUE  
21 TRUST, a Nevada irrevocable trust;  
22 SATICOY BAY, LLC, a Nevada Limited  
23 Liability Company; DOES I through V; and  
24 ROE CORPORATIONS I through V,

25 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

26 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

27 PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*  
28 *Plaintiff's Motion for Summary Judgment* was entered on April 6, 2020. A true and correct copy

///

///

///

///

1 is attached hereto.

2 DATED: April 6, 2020.

BRAY LAW GROUP LLC

3 /s/ David Bray

4 By

David M. Bray, Esq. SBN 12706  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
*Attorney for Plaintiff*

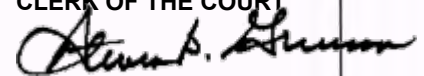
7  
8 **CERTIFICATE OF SERVICE**

9 I hereby certify on this 6<sup>th</sup> day of April, 2020, I served a true and correct copy of the  
10 foregoing **NOTICE OF ENTRY OF ORDER GRANTING, IN PART, AND DENYING,**  
11 **IN PART, PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** via the Eighth  
12 Judicial District Court electronic filing and service system, on all parties requiring service.  
13

14 /s/ David Bray

15  
16 An employee of Bray Law Group LLC





**ORDER**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

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

This case came on regularly before the Court on November 26, 2019 for hearing on Plaintiff's Motion for Summary Judgment. The specific issues of: (1) whether Plaintiff's damages were capped pursuant to NRS 116.31031; and (2) Plaintiff's request for a permanent injunction were further briefed and argued at an evidentiary hearing on February 25, 2020. Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), appearing by and through its attorney, David M. Bray, Esq., of Bray Law Group LLC, and Defendants NICKEL MINE AVENUE TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS



1 AVENUE TRUST; and SATICOY BAY, LLC (collectively "Defendants"), appearing by and  
2 through their attorney, Nikoll Nikci, Esq. of the Law Offices of Michael F. Bohn, Esq., Ltd..  
3 The Court having examined all documents and pleadings on file herein, having heard arguments  
4 of the parties, and good cause appearing, makes the following findings of fact and conclusions  
5 of law.

6  
7 **THE COURT FINDS** that Defendants breached the *Settlement Agreement and Release*  
8 between Plaintiff and Defendants in that Defendants used the six (6) properties located at 6773  
9 Granite River Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777  
10 Travertine Lane; 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue (collectively  
11 "Subject Homes") as rentals.

12  
13 **THE COURT FURTHER FINDS** that NRS 116.31031 capped Plaintiff's damages to  
14 one thousand dollars (\$1,000.00) per home.

15 **THE COURT FURTHER FINDS** that one of the Subject Homes located at 6838  
16 Nickel Mine Avenue was recently sold and therefore Plaintiff's withdrew its request for a  
17 permanent injunction related to that property.

18  
19 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that Plaintiff's Motion  
20 for Summary Judgment is hereby Granted, in part, in that Defendants have materially breached  
21 the *Settlement Agreement and Release* in that Defendants used the Subject Homes as rentals.

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

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



1           **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
2 Plaintiff's request for a permanent injunction is Granted with Plaintiff having to post an  
3 injunctive bond of two thousand five hundred dollars (\$2,500.00) or five hundred dollars  
4 (\$500.00) per home to be payable to the Clerk of the Court.

5           **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
6 Defendants, their officers, agents, servants, employees, attorneys, successors, assigns, and all  
7 persons in active participation or concert with them are permanently restrained and enjoined  
8 from doing, causing, or permitting to be done, directly or indirectly, any acts whereby the terms  
9 of the *Settlement Agreement and Release* between Plaintiff and Defendants are in any manner  
10 violated and Defendants must cease and desist any and all leasing and/or renting of the Subject  
11 Homes.  
12

13  
14           **IT IS SO ORDERED.**

15           DATED this 3 day of March, 2020.

16  
17  
18             
19           DISTRICT COURT JUDGE

20  
21           Respectfully submitted by:  
22           BRAY LAW GROUP LLC

23           /s/ David M. Bray, Esq.

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

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

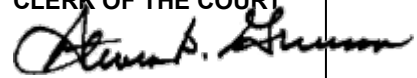
32           /s/ Nikoll Nikci, Esq.

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



# EXHIBIT 2

# EXHIBIT 2



NEO

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)

*Attorneys for Defendant  
Copper Creek Homeowners Association*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

///

1 ///

2 A true and correct copy is attached hereto.

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

BRAY LAW GROUP LLC

4 /s/ David Bray

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

11 **CERTIFICATE OF SERVICE**

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

17 /s/ David Bray

18 An Employee of Bray Law Group LLC

**ORDR**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), filed its Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. The Court, after carefully considering the evidence and arguments submitted, the Court **ORDERS** that Plaintiff's Motion for Attorney's Fees and Costs is **GRANTED**.

**THE COURT FINDS** that Plaintiff's Motion for Summary Judgment filed on October 22, 2019 was granted in part and denied in part.

1           **THE COURT FURTHER FINDS** that an Order on Plaintiff's Motion for Summary  
2 Judgment was entered on April 3, 2020 and found that Defendants NICKEL MINE AVENUE  
3 TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and  
4 SATICOY BAY, LLC (collectively "Defendants") breached the Settlement Agreement and  
5 Release between the parties concerning the six (6) properties located at 6773 Granite River  
6 Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777 Travertine Lane;  
7 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue. The Court capped the damages to  
8 one thousand dollars and zero cents (\$1,000.00) per home. The Court finds that Plaintiff is the  
9 prevailing party in this case given the Court's ruling that Defendants breached the settlement  
10 agreement.  
11

12           **THE COURT FINDS** that pursuant to the terms of the Settlement Agreement and  
13 Release, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party.  
14

15           **THE COURT FURTHER FINDS** that whenever a district court awards attorney's fees  
16 and costs, the reasonability of the award must always be a consideration. *Brunzell v. Golden*  
17 *Gate Nat. Bank*, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada Supreme Court has provided  
18 factors to be utilized in determining whether the fees requested are reasonable, as follows: (1)  
19 the qualities of the advocate: his ability, his training, education, experience, professional  
20 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its  
21 importance, time and skill required, the responsibility imposed and the prominence and  
22 character of the parties where they affect the importance of the litigation; (3) the work actually  
23 performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether  
24 the attorney was successful and what benefits were derived. *Id.* at 349.  
25  
26  
27  
28

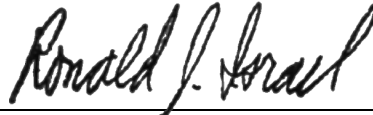
1           **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and  
2 Affidavit to be reasonable and adopts the same.

3           **THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiffs be  
4 awarded attorneys' fees and costs against each of the Defendants as follows:

| Defendant                                                                          | Attorneys' Fees & Costs |
|------------------------------------------------------------------------------------|-------------------------|
| Saticoy Bay LLC<br>• 6773 Granite River Lane<br>• 6915 Silver State Avenue         | \$13,571.35             |
| Nickel Mine Avenue Trust<br>• 6892 Nickel Mine Avenue<br>• 6838 Nickel Mine Avenue | \$13,571.35             |
| Travertine Lane Trust<br>• 6777 Travertine Lane                                    | \$6,785.68              |
| Mahogany Meadows Avenue Trust<br>• 6896 Mahogany Meadows Avenue                    | \$6,785.68              |

14  
15 Dated this \_\_\_\_ day of September, 2020.

16 Dated this 25th day of September, 2020

17 

18 Honorable Ronald J. Israel  
19 District Court Judge

20 15B EE9 63B7 5C28

SC

Ronald J. Israel

21 A-19-791060-C District Court Judge

22 Submitted by:

Approved as to Form:

23 BRAY LAW GROUP LLC

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

24 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

25 David M. Bray, Esq. SBN 12706  
26 1180 N. Town Center Dr. Ste 100  
27 Las Vegas, Nevada 89144  
28 Attorneys for Plaintiff  
Copper Creek Homeowners Association

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

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

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

CASE NO: A-19-791060-C

8 vs.

DEPT. NO. Department 28

9 Nickel Mine Avenue Trust,  
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 11/6/2020

16 E-Service BohnLawFirm

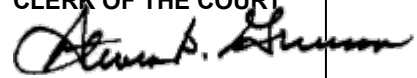
office@bohnlawfirm.com

17 Michael Bohn

mbohn@bohnlawfirm.com

18 David Bray

david@braylawgroup.com



NEO

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorneys for Plaintiff*  
*Copper Creek Homeowners Association*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**NOTICE OF ENTRY OF JUDGMENT  
AGAINST DEFENDANT NICKEL  
MINE AVENUE TRUST UPON  
ORDER GRANTING PLAINTIFF  
COPPER CREEK HOMEOWNERS  
ASSOCIATION'S MOTION FOR AN  
AWARD OF ATTORNEYS' FEES AND  
COSTS**

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

///



1 A true and correct copy is attached hereto.

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

BRAY LAW GROUP LLC

3 */s/ David Bray*

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

8 **CERTIFICATE OF SERVICE**

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

16 */s/ David Bray*

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

*Heather S. Linn*

CLERK OF THE COURT

**JGJV**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

**JUDGMENT AGAINST DEFENDANT  
NICKEL MINE AVENUE TRUST  
UPON ORDER GRANTING  
PLAINTIFF COPPER CREEK  
HOMEOWNERS ASSOCIATION'S  
MOTION FOR AN AWARD OF  
ATTORNEYS' FEES AND COSTS**

On April 3, 2020, an Order was entered by this on Plaintiff COPPER CREEK HOMEOWNERS ASSOCIATION's ("Plaintiff") Motion for Summary Judgment, whereby this Court ordered Defendant NICKEL MINE AVENUE TRUST ("Defendant") breached the Settlement Agreement and Release between the parties concerning the properties located at 6892 Nickel Mine Avenue; and 6838 Nickel Mine Avenue. The Court capped the damages to one thousand dollars and zero cents (\$1,000.00) per home. The Court further held that Plaintiff

1 was the prevailing party in this case given the Court's ruling that Defendant breached the  
2 settlement agreement. *See* Exhibit "1".

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

6  
7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff, COPPER  
8 CREEK HOMEOWNERS ASSOCIATION, have and recovers of Defendant NICKEL MINE  
9 AVENUE TRUST, the following sums:

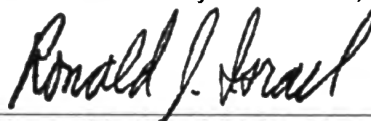
| Description                      | Amounts            |
|----------------------------------|--------------------|
| Damages                          | \$2,000.00         |
| Attorneys' Fees & Costs Incurred | \$13,571.35        |
| <b>Total Award Amount</b>        | <b>\$15,571.35</b> |

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

18 IT IS SO ORDERED.

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

21 Dated this 6th day of November, 2020

22 

23 Honorable Ronald J. Israel

24 District Court Judge

A39 110 8C5E 2EFB

1917910606

District Court Judge

SC

25 Submitted by:

26 BRAY LAW GROUP LLC

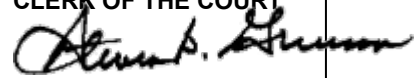
27 By 

David M. Bray, Esq. SBN 12706

28 *Attorney for Plaintiff*

# EXHIBIT 1

# EXHIBIT 1



NEO

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

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

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

PLEASE TAKE NOTICE that an *Order Granting, In Part, And Denying, In Part,*  
*Plaintiff's Motion for Summary Judgment* was entered on April 6, 2020. A true and correct copy

///

///

///

///

1 is attached hereto.

2 DATED: April 6, 2020.

BRAY LAW GROUP LLC

3 /s/ David Bray

4 By

David M. Bray, Esq. SBN 12706  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
*Attorney for Plaintiff*

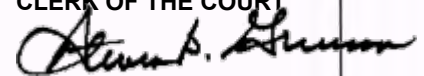
5  
6  
7  
8 **CERTIFICATE OF SERVICE**

9 I hereby certify on this 6<sup>th</sup> day of April, 2020, I served a true and correct copy of the  
10 foregoing **NOTICE OF ENTRY OF ORDER GRANTING, IN PART, AND DENYING,**  
11 **IN PART, PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** via the Eighth  
12 Judicial District Court electronic filing and service system, on all parties requiring service.  
13

14 /s/ David Bray

15  
16 An employee of Bray Law Group LLC





**ORDER**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

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

This case came on regularly before the Court on November 26, 2019 for hearing on Plaintiff's Motion for Summary Judgment. The specific issues of: (1) whether Plaintiff's damages were capped pursuant to NRS 116.31031; and (2) Plaintiff's request for a permanent injunction were further briefed and argued at an evidentiary hearing on February 25, 2020. Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), appearing by and through its attorney, David M. Bray, Esq., of Bray Law Group LLC, and Defendants NICKEL MINE AVENUE TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS



1 AVENUE TRUST; and SATICOY BAY, LLC (collectively "Defendants"), appearing by and  
2 through their attorney, Nikoll Nikci, Esq. of the Law Offices of Michael F. Bohn, Esq., Ltd..  
3 The Court having examined all documents and pleadings on file herein, having heard arguments  
4 of the parties, and good cause appearing, makes the following findings of fact and conclusions  
5 of law.

6  
7 **THE COURT FINDS** that Defendants breached the *Settlement Agreement and Release*  
8 between Plaintiff and Defendants in that Defendants used the six (6) properties located at 6773  
9 Granite River Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777  
10 Travertine Lane; 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue (collectively  
11 "Subject Homes") as rentals.

12  
13 **THE COURT FURTHER FINDS** that NRS 116.31031 capped Plaintiff's damages to  
14 one thousand dollars (\$1,000.00) per home.

15 **THE COURT FURTHER FINDS** that one of the Subject Homes located at 6838  
16 Nickel Mine Avenue was recently sold and therefore Plaintiff's withdrew its request for a  
17 permanent injunction related to that property.

18  
19 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that Plaintiff's Motion  
20 for Summary Judgment is hereby Granted, in part, in that Defendants have materially breached  
21 the *Settlement Agreement and Release* in that Defendants used the Subject Homes as rentals.

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

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



1           **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
2 Plaintiff's request for a permanent injunction is Granted with Plaintiff having to post an  
3 injunctive bond of two thousand five hundred dollars (\$2,500.00) or five hundred dollars  
4 (\$500.00) per home to be payable to the Clerk of the Court.

5           **IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED** that  
6 Defendants, their officers, agents, servants, employees, attorneys, successors, assigns, and all  
7 persons in active participation or concert with them are permanently restrained and enjoined  
8 from doing, causing, or permitting to be done, directly or indirectly, any acts whereby the terms  
9 of the *Settlement Agreement and Release* between Plaintiff and Defendants are in any manner  
10 violated and Defendants must cease and desist any and all leasing and/or renting of the Subject  
11 Homes.  
12

13  
14           **IT IS SO ORDERED.**

15           DATED this 3 day of March, 2020.

16  
17  
18             
19           DISTRICT COURT JUDGE

20  
21           Respectfully submitted by:  
22           BRAY LAW GROUP LLC

23           /s/ David M. Bray, Esq.

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

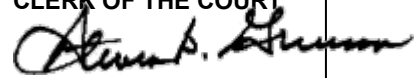
28  
29           Approved as to Form:  
30           LAW OFFICES OF MICHEL F. BOHN, ESQ.,  
31           LTD.

32           /s/ Nikoll Nikci, Esq.

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

# EXHIBIT 2

# EXHIBIT 2



1 NEO

2 David M. Bray, Esq. SBN 12706  
3 BRAY LAW GROUP LLC  
4 1180 N. Town Center Dr. Ste. 100  
5 Las Vegas, NV 89144  
6 Telephone: (702) 623-0046  
7 Facsimile: (725) 210-5800  
8 [david@braylawgroup.com](mailto:david@braylawgroup.com)

9 *Attorneys for Defendant*

10 *Copper Creek Homeowners Association*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 COPPER CREEK HOMEOWNERS  
14 ASSOCIATION a Nevada Nonprofit  
15 Corporation,

16 Plaintiff,

17 v.

18 NICKEL MINE AVENUE TRUST, a Nevada  
19 irrevocable trust; TRAVERTINE LANE  
20 TRUST, a Nevada irrevocable trust;  
21 MAHOGANY MEADOWS AVENUE  
22 TRUST, a Nevada irrevocable trust;  
23 SATICOY BAY, LLC, a Nevada Limited  
24 Liability Company; DOES I through V; and  
25 ROE CORPORATIONS I through V,

26 Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

27 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD

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

///

///

1 ///

2 A true and correct copy is attached hereto.

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

BRAY LAW GROUP LLC

4 */s/ David Bray*

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

11 **CERTIFICATE OF SERVICE**

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

17 */s/ David Bray*

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

**ORDR**

David M. Bray, Esq. SBN 12706  
BRAY LAW GROUP LLC  
1180 N. Town Center Dr. Ste. 100  
Las Vegas, NV 89144  
Telephone: (702) 623-0046  
Facsimile: (725) 210-5800  
[david@braylawgroup.com](mailto:david@braylawgroup.com)  
*Attorney for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

COPPER CREEK HOMEOWNERS  
ASSOCIATION a Nevada Nonprofit  
Corporation,

Plaintiff,

v.

NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE  
TRUST, a Nevada irrevocable trust;  
SATICOY BAY, LLC, a Nevada Limited  
Liability Company; DOES I through V; and  
ROE CORPORATIONS I through V,

Defendants.

Case No.: A-19-791060-C

Dept. No.: XXVIII

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

Plaintiff, COPPER CREEK HOMEOWNERS ASSOCIATION ("Plaintiff"), filed its Motion for An Award of Attorneys' Fees and Costs on April 27, 2020. The Court, after carefully considering the evidence and arguments submitted, the Court **ORDERS** that Plaintiff's Motion for Attorney's Fees and Costs is **GRANTED**.

**THE COURT FINDS** that Plaintiff's Motion for Summary Judgment filed on October 22, 2019 was granted in part and denied in part.

1           **THE COURT FURTHER FINDS** that an Order on Plaintiff's Motion for Summary  
2 Judgment was entered on April 3, 2020 and found that Defendants NICKEL MINE AVENUE  
3 TRUST; TRAVERTINE LANE TRUST; MAHOGANY MEADOWS AVENUE TRUST; and  
4 SATICOY BAY, LLC (collectively "Defendants") breached the Settlement Agreement and  
5 Release between the parties concerning the six (6) properties located at 6773 Granite River  
6 Lane; 6915 Silver State Avenue; 6896 Mahogany Meadows Avenue; 6777 Travertine Lane;  
7 6838 Nickel Mine Avenue; and 6892 Nickel Mine Avenue. The Court capped the damages to  
8 one thousand dollars and zero cents (\$1,000.00) per home. The Court finds that Plaintiff is the  
9 prevailing party in this case given the Court's ruling that Defendants breached the settlement  
10 agreement.  
11

12           **THE COURT FINDS** that pursuant to the terms of the Settlement Agreement and  
13 Release, Plaintiff is entitled to an award of attorneys' fees and costs as the prevailing party.  
14

15           **THE COURT FURTHER FINDS** that whenever a district court awards attorney's fees  
16 and costs, the reasonability of the award must always be a consideration. *Brunzell v. Golden*  
17 *Gate Nat. Bank*, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada Supreme Court has provided  
18 factors to be utilized in determining whether the fees requested are reasonable, as follows: (1)  
19 the qualities of the advocate: his ability, his training, education, experience, professional  
20 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its  
21 importance, time and skill required, the responsibility imposed and the prominence and  
22 character of the parties where they affect the importance of the litigation; (3) the work actually  
23 performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether  
24 the attorney was successful and what benefits were derived. *Id.* at 349.  
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26  
27  
28

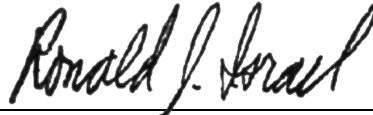
1           **THE COURT FURTHER FINDS** the *Brunzell* analysis in Plaintiff's Motion and  
2 Affidavit to be reasonable and adopts the same.

3           **THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiffs be  
4 awarded attorneys' fees and costs against each of the Defendants as follows:

| Defendant                                                                          | Attorneys' Fees & Costs |
|------------------------------------------------------------------------------------|-------------------------|
| Saticoy Bay LLC<br>• 6773 Granite River Lane<br>• 6915 Silver State Avenue         | \$13,571.35             |
| Nickel Mine Avenue Trust<br>• 6892 Nickel Mine Avenue<br>• 6838 Nickel Mine Avenue | \$13,571.35             |
| Travertine Lane Trust<br>• 6777 Travertine Lane                                    | \$6,785.68              |
| Mahogany Meadows Avenue Trust<br>• 6896 Mahogany Meadows Avenue                    | \$6,785.68              |

14  
15 Dated this \_\_\_\_ day of September, 2020.

16 Dated this 25th day of September, 2020

17 

18 Honorable Ronald J. Israel  
19 District Court Judge

20 15B EE9 63B7 5C28

SC

Ronald J. Israel

21 A-19-791060-C District Court Judge

22 Submitted by:

Approved as to Form:

23 BRAY LAW GROUP LLC

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

24 /s/ David M. Bray, Esq.

/s/ Nikoll Nikci, Esq.

25 David M. Bray, Esq. SBN 12706  
26 1180 N. Town Center Dr. Ste 100  
27 Las Vegas, Nevada 89144  
28 Attorneys for Plaintiff  
Copper Creek Homeowners Association

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

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

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

CASE NO: A-19-791060-C

8 vs.

DEPT. NO. Department 28

9 Nickel Mine Avenue Trust,  
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 11/6/2020

16 E-Service BohnLawFirm

office@bohnlawfirm.com

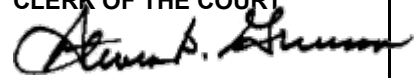
17 Michael Bohn

mbohn@bohnlawfirm.com

18 David Bray

david@braylawgroup.com





1 **NOAS**  
MICHAEL F. BOHN, ESQ.  
2 Nevada Bar No.: 1641  
[mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
3 ADAM R. TRIPPIEDI, ESQ.  
Nevada Bar No.: 12294  
4 [atrippiedi@bohnlawfirm.com](mailto:atrippiedi@bohnlawfirm.com)  
LAW OFFICES OF  
5 MICHAEL F. BOHN, ESQ., LTD.  
2260 Corporate Circle, Suite 480  
6 Henderson, NV 89074  
(702) 642-3113/ (702) 642-9766 FAX

7 Attorneys for defendants

8  
9 DISTRICT COURT  
10 CLARK COUNTY, NEVADA

11 COPPER CREEK HOMEOWNERS  
12 ASSOCIATION, a Nevada Non-profit  
Corporation,

13 Plaintiff,

14 vs.

15 NICKEL MINE AVENUE TRUST, a Nevada  
16 irrevocable trust; TRAVERTINE LANE  
TRUST, a Nevada irrevocable trust;  
17 MAHOGANY MEADOWS AVENUE TRUST,  
a Nevada irrevocable trust; SATICOY BAY  
18 LLC, a Nevada Limited Liability Company;  
DOES I through V; and ROE CORPORATIONS  
19 I through V

20 Defendants.

CASE NO.: A-19-791060-C  
DEPT NO.: XXVIII

21 **NOTICE OF APPEAL**

22 NOTICE IS HEREBY GIVEN that defendants, Nickel Mine Avenue Trust; Travertine Lane Trust;  
23 Mahogany Meadows Avenue Trust; Saticoy Bay, LLC, by and through their attorney, Michael F. Bohn,  
24 Esq, hereby appeals to the Supreme Court of Nevada from the Judgment Against Defendant Saticoy Bay  
25 Upon Order Granting Plaintiff Cooper Creek Homeowners Association's Motion for an Award of  
26 Attorney's Fees and Cost which were entered on November 6, 2020.; Judgment Against Defendant

1 Mahogany Meadows Avenue Trust Upon Order Granting Plaintiff Cooper Creek Homeowners  
2 Association's Motion for an Award of Attorneys's Fees and cost which were entered on November 6,  
3 2020.; Judgment Against Defendant Nickel Mine Avenue Trust Upon Order Granting Plaintiff Cooper  
4 Creek Homeowners Association's Motion for an Award of Attorney's Fees and costs which were entered  
5 on November 6, 2020.; and the Judgment Against Defendant Travertine Lane Trust Upon Order Granting  
6 Plaintiff Cooper Creek Homeowners Association's Motion for an Award of Attorneys's Fees and costs,  
7 which were entered on November 6, 2020.

8 DATED this 7th day of December 2020.

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

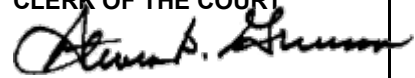
11 By: /s/ /Michael F. Bohn, Esq./  
12 MICHAEL F. BOHN, ESQ.  
13 2260 Corporate Circle, Suite 480  
14 Henderson, NV 89074  
15 Attorney for defendants

16 **CERTIFICATE OF SERVICE**

17 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of LAW  
18 OFFICES OF MICHAEL F. BOHN., ESQ., and on the 7th day of December, 2020, an electronic copy  
19 of the **NOTICE OF APPEAL** was served on opposing counsel via the Court's electronic service system  
20 to the following counsel of record:

21 David M. Bray, Esq.  
22 BRAY LAW GROUP, LLC  
23 1180 N. Town Center Drive, Suite 100  
24 Las Vegas, NV 89144  
25 *Attorneys for plaintiff*

26 /s/ Marc Sameroff/  
27 An Employee of the LAW OFFICES OF  
28 MICHAEL F. BOHN, ESQ., LTD



1 ASTA  
MICHAEL F. BOHN, ESQ.  
2 Nevada Bar No.: 1641  
[mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
3 ADAM R. TRIPPIEDI, ESQ.  
Nevada Bar No.: 12294  
4 [atrippiedi@bohnlawfirm.com](mailto:atrippiedi@bohnlawfirm.com)  
LAW OFFICES OF  
5 MICHAEL F. BOHN, ESQ., LTD.  
2260 Corporate Circle, Suite 480  
6 Henderson, NV 89074  
(702) 642-3113/ (702) 642-9766 FAX  
7 Attorneys for defendants

8  
9 DISTRICT COURT  
10 CLARK COUNTY, NEVADA  
11

12 COPPER CREEK HOMEOWNERS  
ASSOCIATION, a Nevada Non-profit  
13 Corporation,

14 Plaintiff,

15 vs.

16 NICKEL MINE AVENUE TRUST, a Nevada  
irrevocable trust; TRAVERTINE LANE  
17 TRUST, a Nevada irrevocable trust;  
MAHOGANY MEADOWS AVENUE TRUST,  
18 a Nevada irrevocable trust; SATICOY BAY  
LLC, a Nevada Limited Liability Company;  
19 DOES I through V; and ROE CORPORATIONS  
I through V

20 Defendants.  
21

CASE NO.: A-19-791060-C  
DEPT NO.: XXVIII

22 **CASE APPEAL STATEMENT**

- 23 1. The appellants filing this case appeal statement are defendants Nickel Mine Avenue Trust,  
24 Travertine Lane Trust, Mahogany Meadows Avenue Trust, Saticoy Bay, LLC.
- 25 2. The judge issuing the judgment appealed from is the honorable Ronald . Israel.
- 26 3. The parties to the proceedings in District Court are Copper Creek Homeowners Association,  
27

1 plaintiff; Nickel Mine Avenue Trust, Travertine Lane Trust, Mahogany Meadows Avenue Trust, Saticoy  
2 Bay, LLC, defendants.

3 4. The parties to this appeal are the appellants/defendants Nickel Mine Avenue Trust, Travertine  
4 Lane Trust, Mahogany Meadows Avenue Trust, Saticoy Bay, LLC; and Copper Creek Homeowners  
5 Association, respondent/plaintiff.

6 5. Counsel for Nickel Mine Avenue Trust, Travertine Lane Trust, Mahogany Meadows Avenue  
7 Trust, Saticoy Bay, LLC is Michael F. Bohn, Esq.; 2260 Henderson, NV 89074; (702) 642-3113.  
8 Counsel for respondent Copper Creek Homeowners Association, is David M Bray, Esq, Bray Law Group,  
9 LLC, 1180 N. Town Center Dr., Ste. 100, Las Vegas, NV 89117; (702) 623-0046.

10 6. The attorneys for both the plaintiff/ respondent and defendant/appellant are licensed in the  
11 state of Nevada.

12 7. The appellants was represented by retained counsel in the District Court;

13 8. The appellants are represented by retained counsel on appeal;

14 9. There were no orders granting leave to proceed in forma pauperis;

15 10. The complaint was filed in District Court on March 13, 2019;

16 11. The plaintiff filed this action is seeking money damages for alleged violation of the CC&R's.

17 12. The case has not previously been the subject of an appeal;

18 13. The case does not involve child custody or visitation; and,

19 14. This case is one that may be settled.

20 DATED this 7th day of December 2020.

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

23 By: /s/ /Michael F. Bohn, Esq./  
24 MICHAEL F. BOHN, ESQ.  
25 2260 Corporate Circle, Suite 480  
26 Henderson, NV 89074  
27 Attorney for defendnats  
28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of LAW  
3 OFFICES OF MICHAEL F. BOHN., ESQ., and on the 7th day of December, 2020, an electronic copy  
4 of the **CASE APPEAL STATEMENT** was served on opposing counsel via the Court's electronic  
5 service system to the following counsel of record:

6 David M. Bray, Esq.  
7 BRAY LAW GROUP, LLC  
8 1180 N. Town Center Drive, Suite 100  
9 Las Vegas, NV 89144  
10 *Attorneys for plaintiff*

11 /s/ Marc Sameroff/  
12 An Employee of the LAW OFFICES OF  
13 MICHAEL F. BOHN, ESQ., LTD  
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