

IN THE SUPREME COURT OF THE STATE OF NEVADA

CITY OF LAS VEGAS, A POLITICAL  
SUBDIVISION OF THE STATE OF  
NEVADA,

Appellant,

vs.

180 LAND CO., LLC, A NEVADA LIMITED-  
LIABILITY COMPANY; AND FORE STARS,  
LTD., A NEVADA LIMITED-LIABILITY  
COMPANY,

Respondents.

180 LAND CO., LLC, A NEVADA LIMITED-  
LIABILITY COMPANY; AND FORE STARS,  
LTD., A NEVADA LIMITED-LIABILITY  
COMPANY,

Appellants/Cross-Respondents,

vs.

CITY OF LAS VEGAS, A POLITICAL  
SUBDIVISION OF THE STATE OF  
NEVADA,

Respondent/Cross-Appellant.

No. 84345

Electronically Filed  
Aug 25 2022 07:57 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

No. 84640

**JOINT APPENDIX,  
VOLUME NO. 125**

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California Bar No. 321775

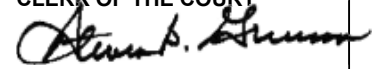
(admitted pro hac vice)

396 Hayes Street

San Francisco, California 94102

Telephone: (415) 552-7272

*Attorneys for City of Las Vegas*



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Facsimile: (702) 731-1964

***Attorneys for Plaintiff Landowners***

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

180 LAND CO., LLC, a Nevada limited liability  
company, FORE STARS Ltd., DOE  
INDIVIDUALS I through X, ROE  
CORPORATIONS I through X, and ROE  
LIMITED LIABILITY COMPANIES I through  
X,

Plaintiffs,

vs.

CITY OF LAS VEGAS, political subdivision of  
the State of Nevada, ROE government entities I  
through X, ROE CORPORATIONS I through X,  
ROE INDIVIDUALS I through X, ROE  
LIMITED LIABILITY COMPANIES I through  
X, ROE quasi-governmental entities I through X,

Defendant.

Case No.: A-17-758528-J

Dept. No.: XVI

**APPENDIX OF EXHIBITS IN SUPPORT  
OF PLAINTIFF LANDOWNERS' REPLY  
IN SUPPORT OF MOTION FOR  
ATTORNEY FEES**

**VOLUME 8**

The Plaintiffs, 180 LAND CO., LLC and FORE STARS Ltd. (hereinafter "the  
Landowners"), by and through their attorneys, the Law Offices of Kermitt L. Waters, hereby file  
this Appendix of Exhibits in Support of Plaintiff Landowners' Reply in Support of Motion for  
Attorney Fees as follows:

<b>Exhibit No.</b>	<b>Description</b>	<b>Vol. No.</b>	<b>Bates No.</b>
1	Declaration of Kermitt L. Waters, Esq.	1	0001 -0002
2	Declaration of James J. Leavitt, Esq.	1	0003 - 0004
3	Declaration of Autumn L. Waters, Esq.	1	0005 - 0006
4	Declaration of Michael Schneider, Esq.	1	0007 - 0008
5	Declaration of Sandy Guerra	1	0009 - 0010
6	List of Substantive Pleadings	1	0011 - 0016
7	49 CFR 24	1	0017 - 0064
8	Attorney Fee Affidavit of Counsel in the Sisolak case	1	0065
9	2006 State of Nevada Ballot	1	0066 - 0081
10	2008 State of Nevada Ballot	1	0082 - 0089
11	01.17.19 Reporter's Transcript of Plaintiff's Request for Rehearing	1	0090 - 0103
12	Screenshot of City's Website	1	0104
13	City's 2050 Master Plan – Part 1 of 2	1	0105 - 0229
14	City's 2050 Master Plan – Part 2 of 2	2	0230 - 0385
15	City's SNPLMA Projects	2	0386 - 0388
16	City's 2017 Budget	2	0389 - 0523
17	City's 2021 Budget	2	0524 - 0695
18	<b>McDonald Carano 2018 Fee Schedule</b>	<b>3</b>	<b>0696 - 0701</b>
19	<b>Declaration of Sandy Guerra Re: Reply in Support of Motion for Attorney Fees</b>	<b>3</b>	<b>0702 - 0703</b>
20	<b>McDonald Carano Billing Invoices</b>	<b>3 -7</b>	<b>0704 - 1255</b>
21	<b>Shut, Mihaly &amp; Weinberger Billing Invoices</b>	<b>8</b>	<b>1256 - 1376</b>
22	<b>01.20.22 City of Las Vegas' Response to Fore Stars' First Set of Interrogatories (17 Acres - Case No. A-18-773268-C)</b>	<b>8</b>	<b>1377 - 1394</b>
23	<b>Supplemental Declarations of James Leavitt, Autumn Waters, Kermitt Waters, and Michael Schneider in support of Motion for Attorney Fees</b>	<b>8</b>	<b>1395 - 1398</b>

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DATED this 27<sup>th</sup> day of January, 2022.

**LAW OFFICES OF KERMITT L. WATERS**

/s/ Autumn L. Waters  
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Michael A. Schneider, Esq. (NSB 8887)  
Autumn L. Waters, Esq. (NSB 8917)  
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Facsimile: (702) 731-1964  
***Attorneys for Plaintiff Landowners***

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that I am an employee of the Law Offices of Kermitt L. Waters, and  
3 that on the 27<sup>th</sup> day of January, 2022, pursuant to NRCP 5(b), a true and correct copy of the  
4 foregoing: APPENDIX OF EXHIBITS IN SUPPORT OF PLAINTIFF LANDOWNERS' REPLY  
5 IN SUPPORT OF MOTION FOR ATTORNEY FEES - VOLUME 8 was served on the below via  
6 the Court's electronic filing/service system and/or deposited for mailing in the U.S. Mail, postage  
7 prepaid and addressed to, the following:

8 **McDONALD CARANO LLP**

9 George F. Ogilvie III, Esq.  
10 Christopher Molina, Esq.  
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[pbyrnes@lasvegasnevada.gov](mailto:pbyrnes@lasvegasnevada.gov)  
16 [rwolfson@lasvegasnevada.gov](mailto:rwolfson@lasvegasnevada.gov)

17 **SHUTE, MIHALY & WEINBERGER, LLP**

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20 [ltarpey@smwlaw.com](mailto:ltarpey@smwlaw.com)

21 /s/ Sandy Guerra  
22 an employee of the Law Offices of Kermitt L. Waters  
23  
24

# Exhibit 18b

SHUTE, MIHALY  
& WEINBERGER LLP *AWS*

396 HAYES STREET, SAN FRANCISCO, CA 94102  
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OCT - 1 2019

BY: [REDACTED]

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City of Las Vegas  
ATTN: S. Floyd  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE September 23, 2019  
SMW FILE LV.LOWIE  
SMW INVOICE 261192  
Page 1

RE: [REDACTED]

SERVICES RENDERED

		<u>HOURS</u>	
08/08/2019	AWS	0.80	No Charge
08/14/2019	AWS	2.70	1,120.50
08/22/2019	AWS	0.40	166.00
08/23/2019	AWS	0.50	No Charge
08/28/2019	MDZ	0.10	41.50
Total for Services thru 08/31/2019		3.20	1,328.00

		Summary			
<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Andrew W. Schwartz	Partner	3.10	\$415.00	\$1,286.50	
Matthew D. Zinn	Partner	0.10	415.00	41.50	

AMOUNT OF CURRENT BILLING 1,328.00

TOTAL DUE \$1,328.00

ATTY FEE MOT - 1256

22703

SHUTE, MIHALY  
& WEINBERGER LLP AWS

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T: (415) 552-7272 F: (415) 552-5816  
www.smwlaw.com

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BY: [REDACTED]

ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: Philip Byrnes  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE October 25, 2019  
SMW FILE LV.LOWIE  
SMW INVOICE 261739  
Page 1

RE: [REDACTED]

Previous Balance

\$1,328.00

SERVICES RENDERED

			<u>HOURS</u>	
09/03/2019	AWS	[REDACTED]	0.10	41.50
09/05/2019	NL		1.60	248.00
09/06/2019	NL		1.40	217.00
09/10/2019	AWS			
			2.20	913.00
	LMT			
			2.30	759.00
09/12/2019	NL		3.20	496.00
09/13/2019	NL		3.80	589.00
09/16/2019	MDZ		0.20	83.00
09/16/2019	AWS		0.30	124.50
09/17/2019	AWS		2.80	1,162.00
	MDZ		0.10	41.50

ATTY FEE MOT - 1257

22704

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE10/25/2019  
LV.LOWIE  
261739  
Page 2HOURS

	LMT	[REDACTED]	2.30	759.00
09/18/2019	LMT	[REDACTED]	0.80	264.00
	MDZ	[REDACTED]	0.40	166.00
	AWS	[REDACTED]	0.60	249.00
09/19/2019	MDZ	[REDACTED]	0.20	83.00
	AWS	[REDACTED]	0.70	290.50
	LMT	[REDACTED]	1.70	561.00
09/20/2019	LMT	[REDACTED]	3.60	1,188.00
09/22/2019	MDZ	[REDACTED]	0.20	83.00
09/23/2019	AWS	[REDACTED]	0.80	332.00
	LMT	[REDACTED]	2.90	957.00
09/24/2019	AWS	[REDACTED]	1.90	788.50
	AWS	[REDACTED]	0.10	41.50
	MDZ	[REDACTED]	0.10	41.50
	LMT	[REDACTED]	1.90	627.00
09/25/2019	AWS	[REDACTED]	1.80	747.00
	LMT	[REDACTED]	2.80	924.00

ATTY FEE MOT - 1258

22705

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE10/25/2019  
LV.LOWIE  
261739  
Page 3HOURS

09/26/2019	AWS	[REDACTED]	2.00	830.00
	LMT	[REDACTED]	5.00	1,650.00
09/27/2019	AWS	[REDACTED]	0.50	207.50
	LMT	[REDACTED]	0.40	132.00
09/30/2019	LMT	[REDACTED]	1.10	363.00
	AWS	[REDACTED]	0.60	249.00
<b>Total for Services thru 09/30/2019</b>			<b>50.40</b>	<b>16,208.00</b>

<u>Timekeeper</u>	<u>Title</u>	<u>Summary</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner		14.40	\$415.00	\$5,976.00
Matthew D. Zinn	Partner		1.20	415.00	498.00
Lauren M. Tarpey	Associate I		24.80	330.00	8,184.00
Nina Lincoff	Law Clerk		10.00	155.00	1,550.00

COSTS ADVANCED

09/30/2019	[REDACTED]	10.40
09/30/2019	[REDACTED]	28.45
<b>Total Costs Advanced thru 09/30/2019</b>		<b>38.85</b>

<b>AMOUNT OF CURRENT BILLING</b>	<b>16,246.85</b>
----------------------------------	------------------

<b>TOTAL DUE</b>	<b><u>\$17,574.85</u></b>
------------------	---------------------------

AGED DUE AMOUNTS

<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>
09/23/2019	261192	1,328.00	<u>1,328.00</u>
			1,328.00

ATTY FEE MOT - 1259

22706

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City of Las Vegas  
ATTN: Philip Byrnes  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE November 21, 2019  
SMW FILE LV.LOWIE  
SMW INVOICE 261933  
Page 1

RE: [REDACTED]

RECEIVED  
NOV 25 2019

BY: .....

Previous Balance

\$17,574.85

SERVICES RENDERED

			<u>HOURS</u>	
10/01/2019	LMT	[REDACTED]	2.50	825.00
	AWS		1.20	498.00
10/02/2019	LMT		0.90	297.00
10/03/2019	AWS		1.40	581.00
	LMT		1.00	330.00
10/04/2019	LMT		0.90	297.00
10/05/2019	AWS		0.60	249.00
10/06/2019	LMT		1.00	330.00
10/07/2019	AWS		0.10	41.50

ATTY FEE MOT - 1260

22707

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE11/21/2019  
LV.LOWIE  
261933  
Page 2

			HOURS	
	LMT	[REDACTED]	2.00	660.00
10/08/2019	MDZ	[REDACTED]	0.20	83.00
	LMT	[REDACTED]	5.70	1,881.00
	AWS	[REDACTED]	3.00	1,245.00
10/09/2019	AWS	[REDACTED]	0.60	249.00
	AWS	[REDACTED]	1.40	581.00
	LMT	[REDACTED]	4.70	1,551.00
	AWS	[REDACTED]	0.10	41.50
10/10/2019	LMT	[REDACTED]	1.00	330.00
	AWS	[REDACTED]	0.20	83.00
10/11/2019	LMT	[REDACTED]	6.50	2,145.00
10/12/2019	LMT	[REDACTED]	1.50	495.00
10/13/2019	AWS	[REDACTED]	1.40	581.00
	LMT	[REDACTED]	1.60	528.00
10/14/2019	LMT	[REDACTED]	2.40	792.00

ATTY FEE MOT - 1261

22708

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE11/21/2019  
LV.LOWIE  
261933  
Page 3

			<u>HOURS</u>	
	AWS	[REDACTED]	6.40	2,656.00
10/15/2019	AWS	[REDACTED]	0.50	207.50
	LMT	[REDACTED]	7.60	2,508.00
	AWS	[REDACTED]	5.10	2,116.50
10/16/2019	LMT	[REDACTED]	6.70	2,211.00
10/17/2019	LMT	[REDACTED]	6.00	1,980.00
	AWS	[REDACTED]	2.20	913.00
10/18/2019	LMT	[REDACTED]	2.90	957.00
	AWS	[REDACTED]	7.20	2,988.00
10/19/2019	LMT	[REDACTED]	2.00	660.00
	AWS	[REDACTED]	2.70	1,120.50
10/20/2019	LMT	[REDACTED]	3.40	1,122.00
	AWS	[REDACTED]	2.00	830.00
10/21/2019	AWS	[REDACTED]	0.10	41.50
	KS	[REDACTED]	2.10	325.50

ATTY FEE MOT - 1262

22709

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE11/21/2019  
LV.LOWIE  
261933  
Page 4

			<u>HOURS</u>	
	AWS	[REDACTED]	5.30	2,199.50
	LMT	[REDACTED]	7.20	2,376.00
10/22/2019	AWS	[REDACTED]	2.40	996.00
	LMT	[REDACTED]	6.00	1,980.00
10/23/2019	AWS	[REDACTED]	5.20	2,158.00
	LMT	[REDACTED]	3.50	1,155.00
	MDZ	[REDACTED]	0.50	207.50
10/24/2019	AWS	[REDACTED]	1.60	664.00
10/25/2019	AWS	[REDACTED]	0.10	41.50
10/28/2019	AWS	[REDACTED]	1.70	705.50
10/29/2019	AWS	[REDACTED]	1.30	539.50
	LMT	[REDACTED]	1.60	528.00
10/30/2019	AWS	[REDACTED]	0.10	41.50
	LMT	[REDACTED]	0.20	66.00
	AWS	[REDACTED]	1.20	498.00
10/31/2019	LMT	[REDACTED]	0.60	198.00

ATTY FEE MOT - 1263

22710

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE11/21/2019  
LV.LOWIE  
261933  
Page 5HOURS

AWS [REDACTED]

	0.50	207.50
<b>Total for Services thru 10/31/2019</b>	<b>137.80</b>	<b>49,892.00</b>

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner	55.60	\$415.00	\$23,074.00
Matthew D. Zinn	Partner	0.70	415.00	290.50
Lauren M. Tarpey	Associate I	79.40	330.00	26,202.00
Kaitlin Sheber	Law Clerk	2.10	155.00	325.50

COSTS ADVANCED

10/08/2019	[REDACTED]	16.09
10/08/2019	[REDACTED]	120.00
10/17/2019	[REDACTED]	2,000.00
10/18/2019	[REDACTED]	14.99
10/31/2019	[REDACTED]	28.70
10/31/2019	[REDACTED]	164.89
<b>Total Costs Advanced thru 10/31/2019</b>		<b>2,344.67</b>

<b>AMOUNT OF CURRENT BILLING</b>	<b>52,236.67</b>
----------------------------------	------------------

CREDITS TO ACCOUNT

10/24/2019	Payment received from City of Las Vegas	-1,328.00
11/18/2019	Payment received from City of Las Vegas	-16,246.85
	Credits and Payments - THANK YOU!	-17,574.85
<b>TOTAL DUE</b>		<b><u>\$52,236.67</u></b>

ATTY FEE MOT - 1264

22711

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& WEINBERGER LLP *AWS*

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JAN 13 2020

BY: [REDACTED]

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City Attorney's Office  
495 S. Main Street, 6th fl.  
Las Vegas, NV 89101

INVOICE DATE December 31, 2019  
SMW FILE LV.LOWIE  
SMW INVOICE 262359  
Page 1

RE: [REDACTED]

Previous Balance \$52,236.67

SERVICES RENDERED

			<u>HOURS</u>	
11/01/2019	AWS	[REDACTED]	1.10	456.50
	LMT		0.40	132.00
11/04/2019	LMT			
			3.70	1,221.00
	AWS			
			4.50	1,867.50
11/05/2019	AWS			
			1.90	788.50
	LMT		1.70	561.00
11/06/2019	AWS		2.00	830.00

ATTY FEE MOT - 1265

22712

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE12/31/2019  
LV.LOWIE  
262359  
Page 2

		<u>HOURS</u>	
	LMT	0.90	297.00
	KAT	1.00	330.00
11/07/2019	AWS		
		3.90	1,618.50
11/08/2019	AWS		
		3.30	1,369.50
	KAT		
		2.00	660.00
11/10/2019	AWS	0.10	41.50
11/11/2019	KAT	6.00	1,980.00
	AWS		
		1.20	498.00
	LMT		
		0.80	264.00
11/12/2019	KAT	4.50	1,485.00
	AWS		
		1.30	539.50
	LMT		
		1.20	396.00
11/13/2019	KAT	4.00	1,320.00
	AWS		
		0.30	124.50
11/14/2019	KAT	2.00	660.00
	LMT	0.20	66.00
	AWS		
		0.60	249.00

ATTY FEE MOT - 1266

22713

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE12/31/2019  
LV.LOWIE  
262359  
Page 3HOURS

11/15/2019	AWS	[REDACTED]	0.80	332.00
	LMT	[REDACTED]	1.50	495.00
11/17/2019	AWS	[REDACTED]	1.30	539.50
11/18/2019	KAT	[REDACTED]	4.50	1,485.00
	AWS	[REDACTED]	3.80	1,577.00
	LMT	[REDACTED]	3.90	1,287.00
11/19/2019	AWS	[REDACTED]	1.50	622.50
	LMT	[REDACTED]	2.90	957.00
	AWS	[REDACTED]	2.30	954.50
11/20/2019	AWS	[REDACTED]	6.20	2,573.00
	LMT	[REDACTED]	4.50	1,485.00
11/21/2019	AWS	[REDACTED]	0.60	249.00

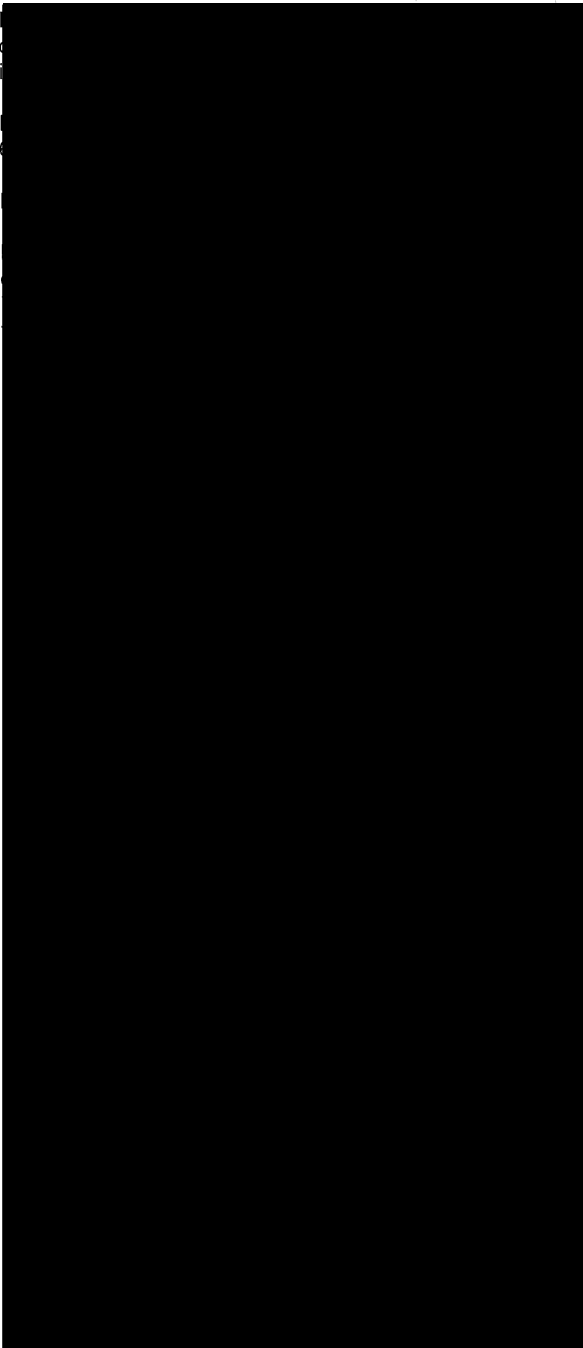
ATTY FEE MOT - 1267

22714

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: INVOICE DATE  
SMW FILE  
SMW INVOICE12/31/2019  
LV.LOWIE  
262359  
Page 4

			<u>HOURS</u>	
	LMT		3.50	1,155.00
	AWS		2.90	1,203.50
11/22/2019	AWS		0.80	332.00
	LMT			
			4.00	1,320.00
11/25/2019	AWS		4.10	1,701.50
	AWS		0.40	166.00
	LMT			
			5.70	1,881.00
11/26/2019	LMT			
			5.20	1,716.00
	AWS			
			2.30	954.50
	AWS			
			0.40	166.00
11/27/2019	AWS			
		5.30	2,199.50	
	LMT			
		6.80	2,244.00	
11/28/2019	AWS			
		1.10	456.50	
11/29/2019	AWS			
		1.00	415.00	

ATTY FEE MOT - 1268

22715

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE12/31/2019  
LV.LOWIE  
262359  
Page 5HOURS

11/30/2019 AWS [REDACTED]

8.00 3,320.00

Total for Services thru 11/30/2019

133.90 49,542.00

Timekeeper	Title	Summary	Hours	Rate	Amount
Andrew W. Schwartz	Partner		63.00	\$415.00	\$26,145.00
Lauren M. Tarpey	Associate I		46.90	330.00	15,477.00
Katrina A. Tomas	Associate I		24.00	330.00	7,920.00

COSTS ADVANCED

11/20/2019	[REDACTED]	25.63
11/22/2019	[REDACTED]	19.16
11/26/2019	[REDACTED]	30.00
11/27/2019	[REDACTED]	550.00
11/27/2019	[REDACTED]	550.00
11/30/2019	[REDACTED]	72.20
11/30/2019	[REDACTED]	38.20

Total Costs Advanced thru 11/30/2019

1,285.19

AMOUNT OF CURRENT BILLING

50,827.19

CREDITS TO ACCOUNT

12/23/2019	Payment received from City of Las Vegas	-52,236.67
------------	---	------------

TOTAL DUE

\$50,827.19

ATTY FEE MOT - 1269

22716

SHUTE, MIHALY  
& WEINBERGER LLP AWS

396 HAYES STREET, SAN FRANCISCO, CA 94102  
T: (415) 552-7272 F: (415) 552-5816  
www.smwlaw.com

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BY: [REDACTED]

ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: Philip Byrnes  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE January 31, 2020  
SMW FILE LV.LOWIE  
SMW INVOICE 262592  
Page 1

RE: [REDACTED]

Previous Balance \$50,827.19

SERVICES RENDERED

		<u>HOURS</u>	
12/01/2019	LMT	1.00	330.00
12/02/2019	AWS	5.00	2,075.00
12/03/2019	AWS	2.90	1,203.50
	AWS	1.50	622.50
12/04/2019	AWS	1.10	456.50
	LMT	1.10	363.00
	AWS	3.20	1,328.00
12/05/2019	LMT	0.60	198.00
	AWS	0.90	373.50
	AWS	0.60	249.00

ATTY FEE MOT - 1270

22717

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE01/31/2020  
LV.LOWIE  
262592  
Page 2

			<u>HOURS</u>	
12/06/2019	LMT	[REDACTED]	2.00	660.00
	AWS	[REDACTED]	5.40	2,241.00
12/07/2019	LMT	[REDACTED]	2.10	693.00
	AWS	[REDACTED]	2.10	871.50
12/08/2019	AWS	[REDACTED]	2.20	913.00
12/09/2019	AWS	[REDACTED]	3.40	1,411.00
	LMT	[REDACTED]	1.20	396.00
12/10/2019	AWS	[REDACTED]	0.70	290.50
	AWS	[REDACTED]	3.40	1,411.00
	LMT	[REDACTED]	0.70	231.00
12/11/2019	AWS	[REDACTED]	1.10	456.50
	AWS	[REDACTED]	2.10	871.50
	LMT	[REDACTED]	0.90	297.00
12/12/2019	AWS	[REDACTED]	2.20	913.00
	LMT	[REDACTED]	0.10	33.00
12/13/2019	AWS	[REDACTED]	1.60	664.00
	LMT	[REDACTED]	1.40	462.00
12/14/2019	AWS	[REDACTED]	1.00	415.00

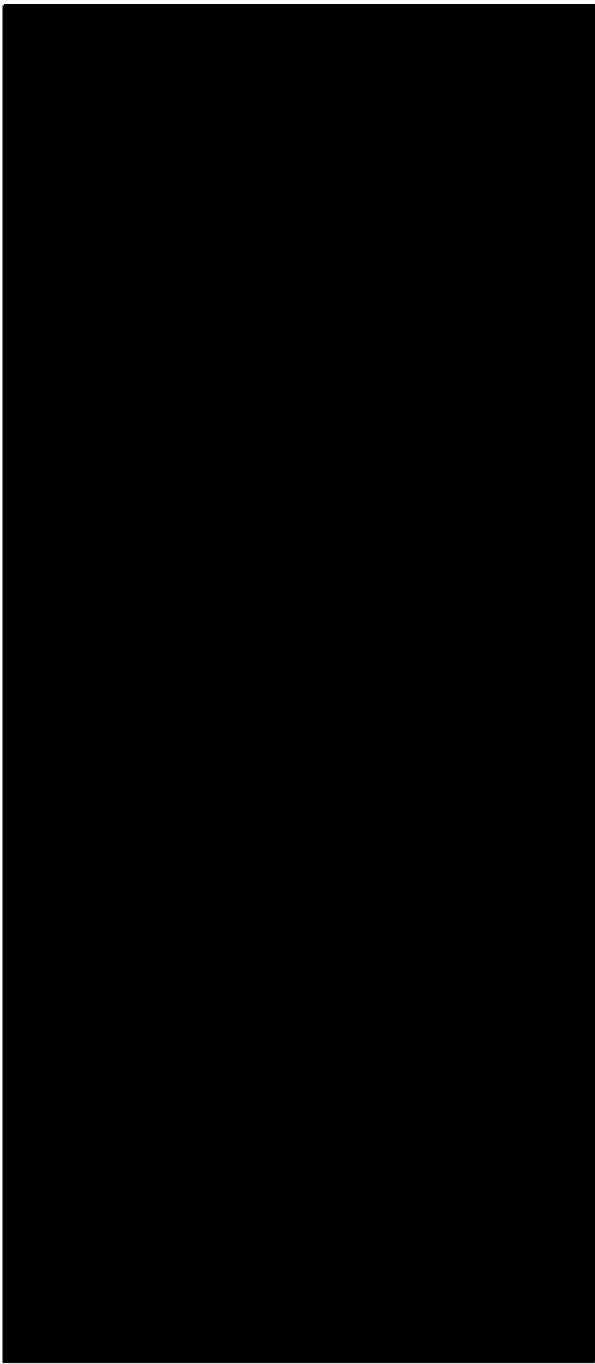
ATTY FEE MOT - 1271

22718

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: INVOICE DATE  
SMW FILE  
SMW INVOICE01/31/2020  
LV.LOWIE  
262592  
Page 3

			<u>HOURS</u>	
12/15/2019	AWS		0.30	124.50
	AWS		0.20	83.00
12/16/2019	AWS		0.10	41.50
	AWS		3.40	1,411.00
	LMT		1.90	627.00
12/17/2019	AWS		0.30	124.50
	AWS		1.10	456.50
	LMT		1.10	363.00
12/18/2019	AWS		0.90	373.50
	LMT		0.80	264.00
12/19/2019	AWS		0.80	332.00
	AWS		0.10	41.50
	LMT		0.30	99.00
12/20/2019	AWS		0.30	124.50
12/21/2019	AWS		4.40	1,826.00
12/23/2019	AWS		0.10	41.50
	AWS		0.30	124.50
12/24/2019	AWS		0.10	41.50

ATTY FEE MOT - 1272

22719

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE01/31/2020  
LV.LOWIE  
262592  
Page 4

		<u>HOURS</u>	
12/27/2019	AWS	1.80	747.00
	LMT	0.10	33.00
12/30/2019	AWS	0.10	41.50
	AWS	0.30	124.50
12/31/2019	AWS	1.70	705.50
	LMT	0.10	33.00
<b>Total for Services thru 12/31/2019</b>		<b>72.10</b>	<b>28,612.50</b>

		<u>Summary</u>			
<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Andrew W. Schwartz	Partner	56.70	\$415.00	\$23,530.50	
Lauren M. Tarpey	Associate I	15.40	330.00	5,082.00	

COSTS ADVANCED

12/31/2019	[REDACTED]	58.95
12/31/2019	[REDACTED]	3.70
<b>Total Costs Advanced thru 12/31/2019</b>		<b>62.65</b>

**AMOUNT OF CURRENT BILLING** 28,675.15

CREDITS TO ACCOUNT

01/27/2020	Payment received from City of Las Vegas	-50,827.19
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**TOTAL DUE** **\$28,675.15**

ATTY FEE MOT - 1273

22720

SHUTE, MIHALY  
& WEINBERGER LLP *AMS*

396 HAYES STREET, SAN FRANCISCO, CA 94102

T: (415) 552-7272 F: (415) 552-5816

www.smwlaw.com

ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: Philip Byrnes  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE February 26, 2020

SMW FILE LV.LOWIE

SMW INVOICE 262874

Page 1

RE: [REDACTED]

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MAR - 2 2020

BY: .....

Previous Balance

\$28,675.15

SERVICES RENDERED

			<u>HOURS</u>	
01/02/2020	AWS	[REDACTED]	0.10	41.50
	LMT		0.30	99.00
	AWS		0.10	41.50
01/03/2020	AWS		3.20	1,328.00
	LMT		0.70	231.00
01/06/2020	MDZ		4.00	1,660.00
	LMT		1.80	594.00
	AWS		0.70	290.50
01/07/2020	MDZ		2.30	954.50
	AWS		4.00	1,660.00
	AWS		0.90	373.50

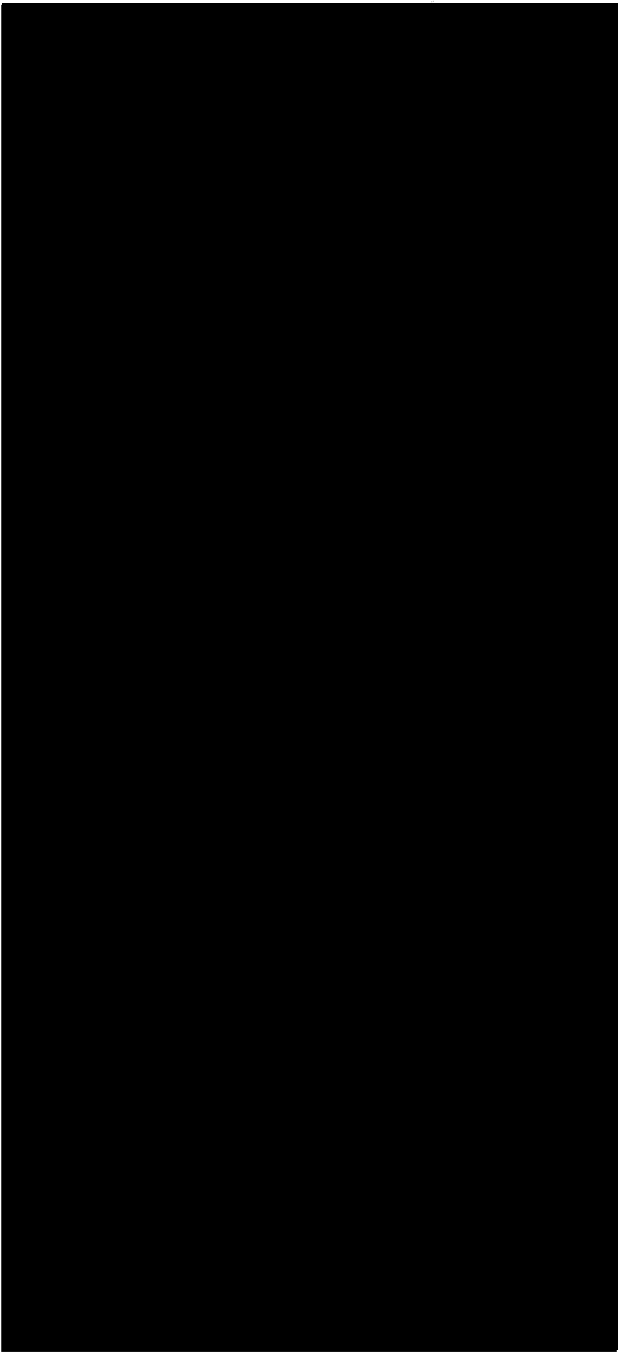
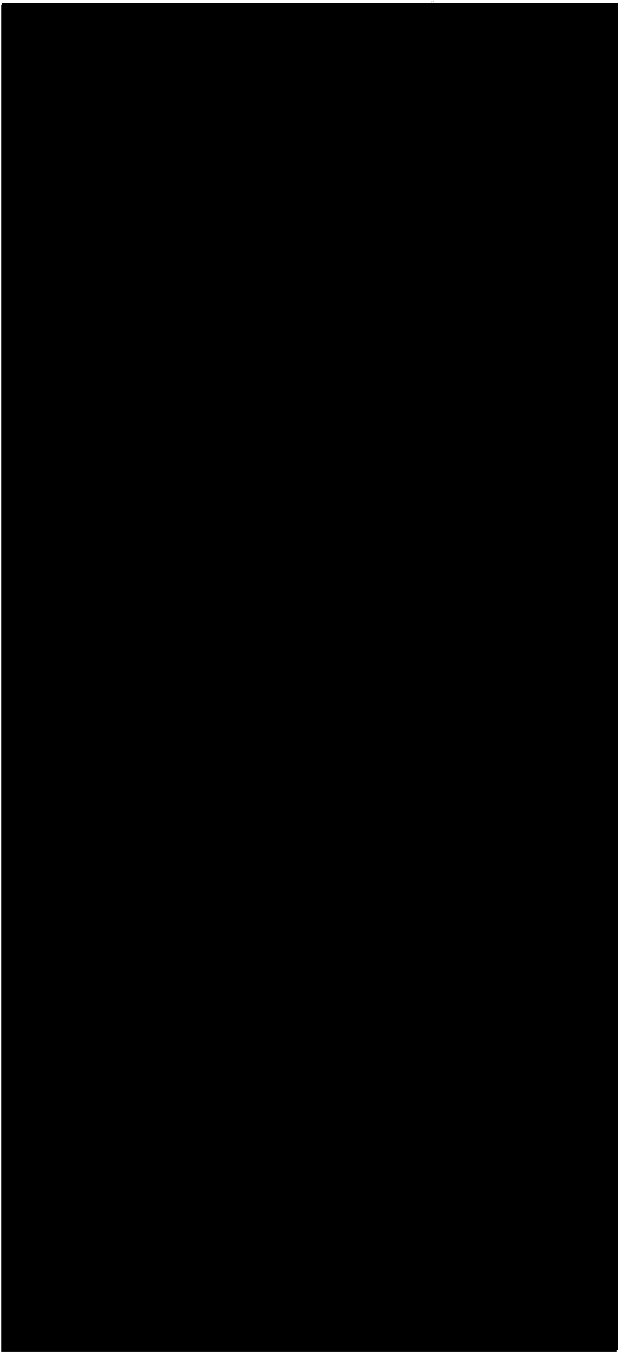
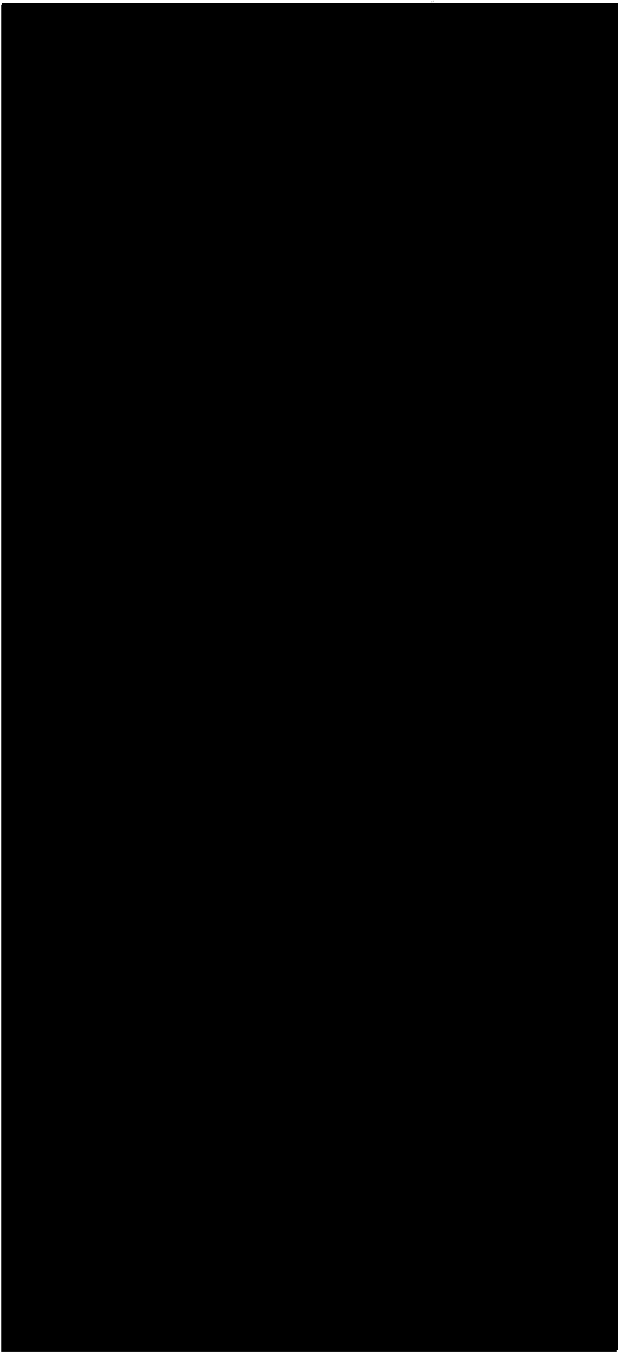
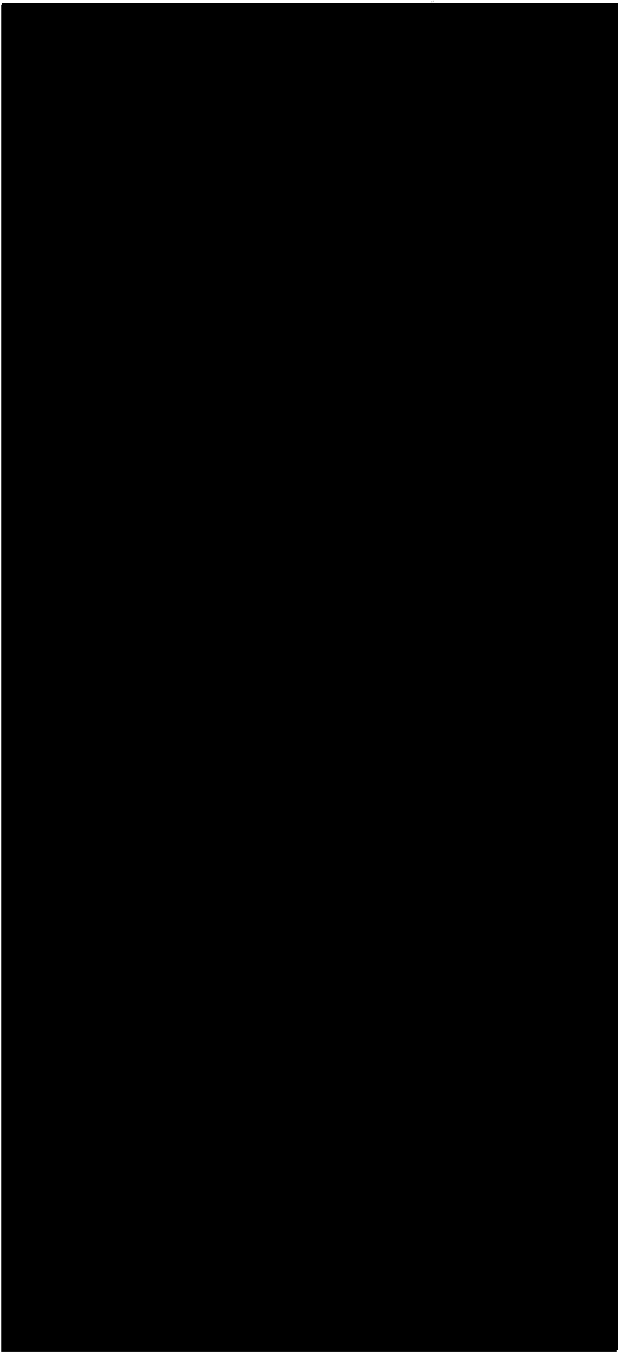
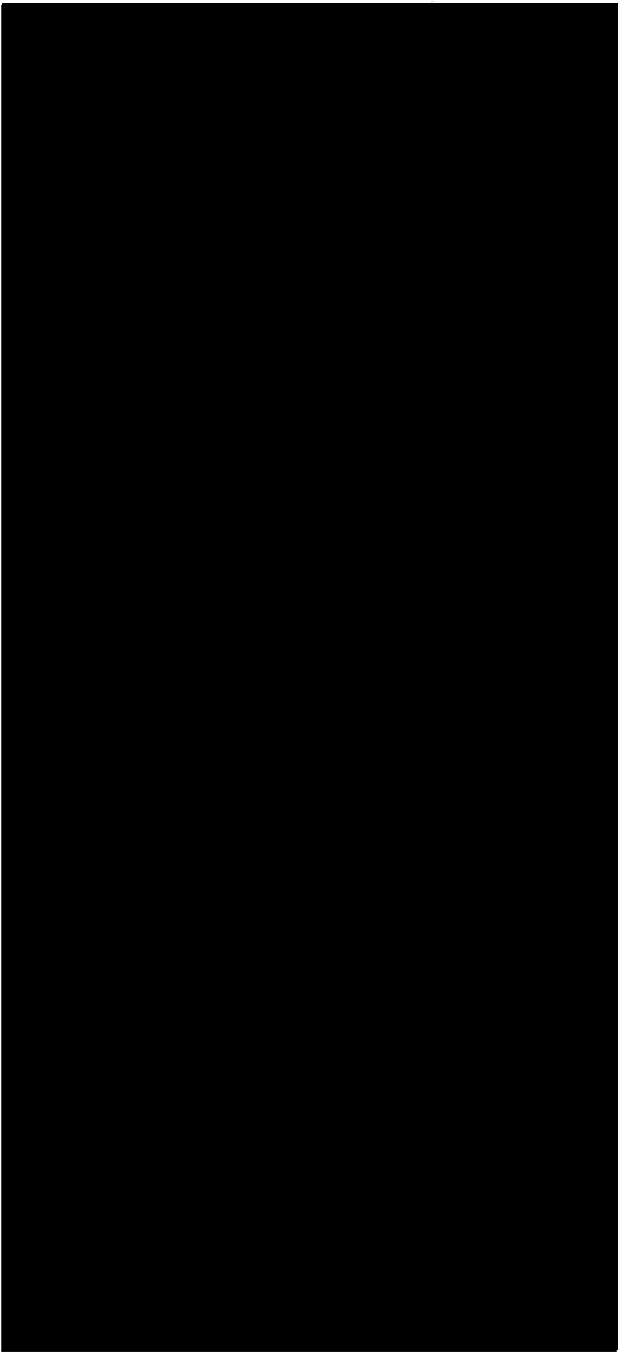
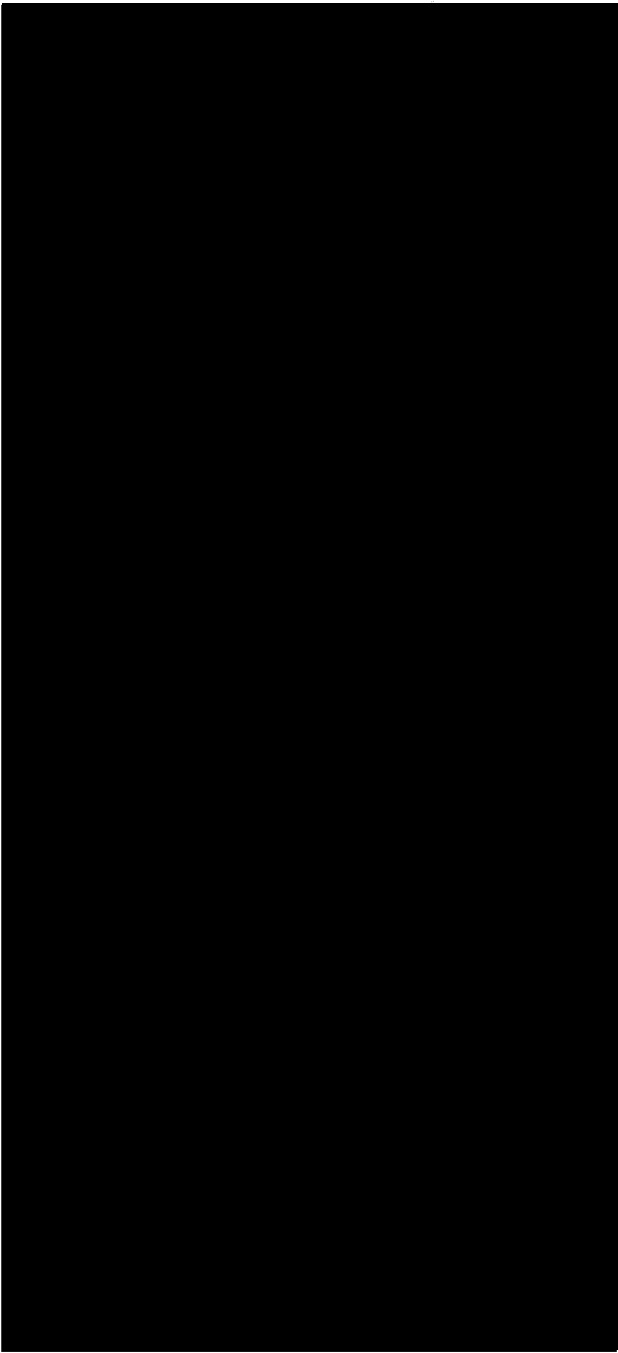
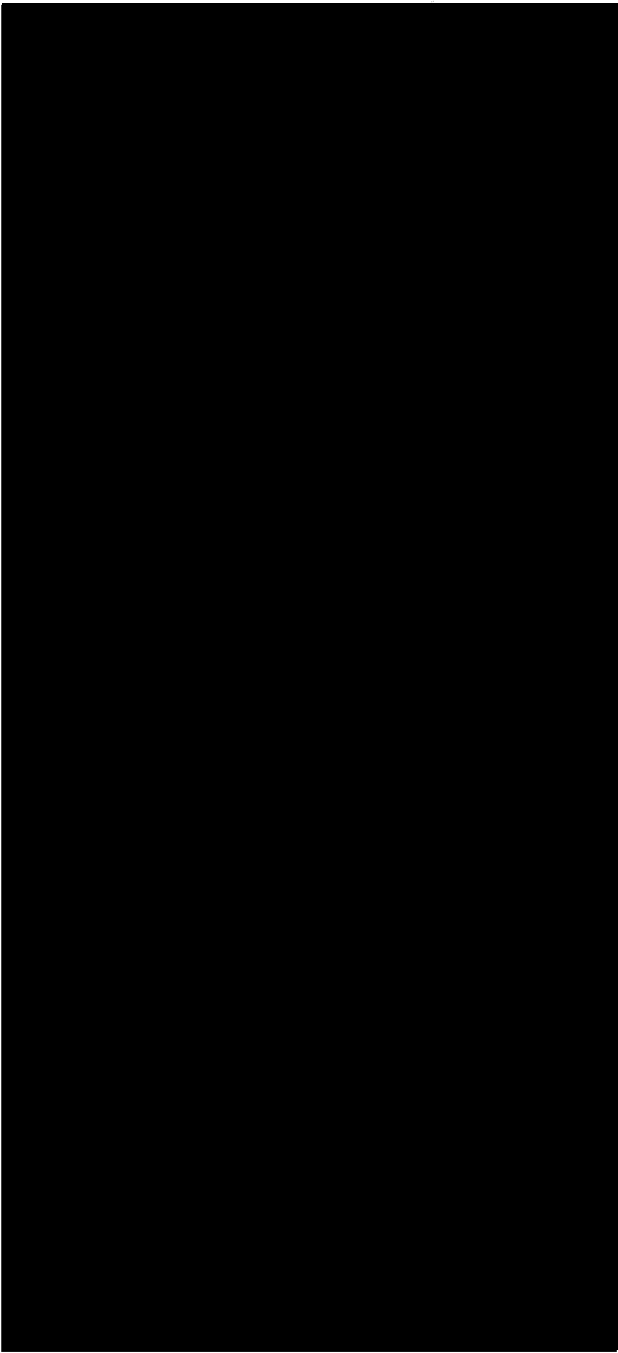
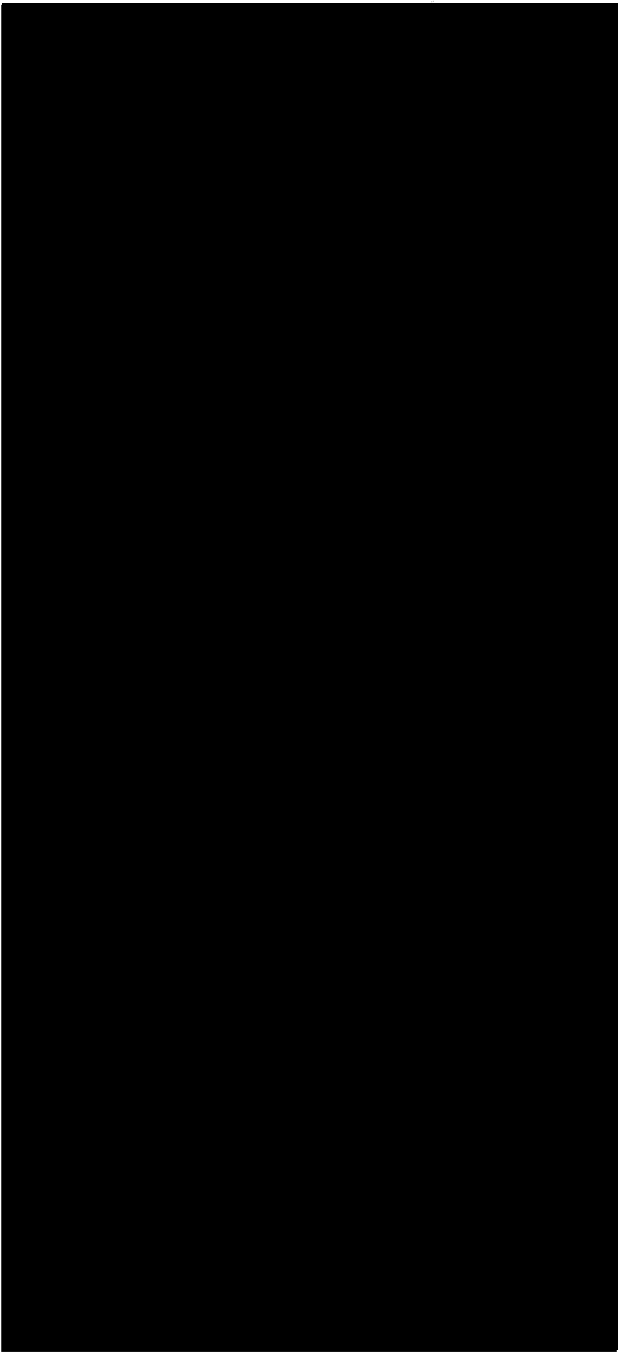
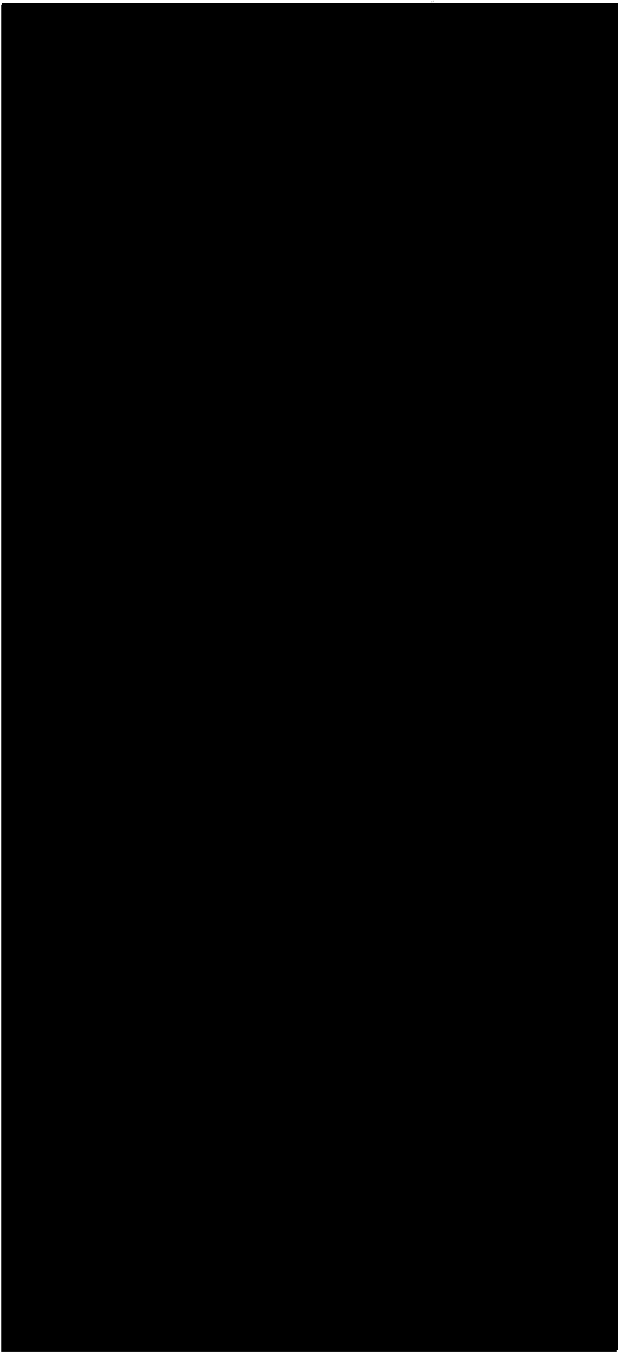
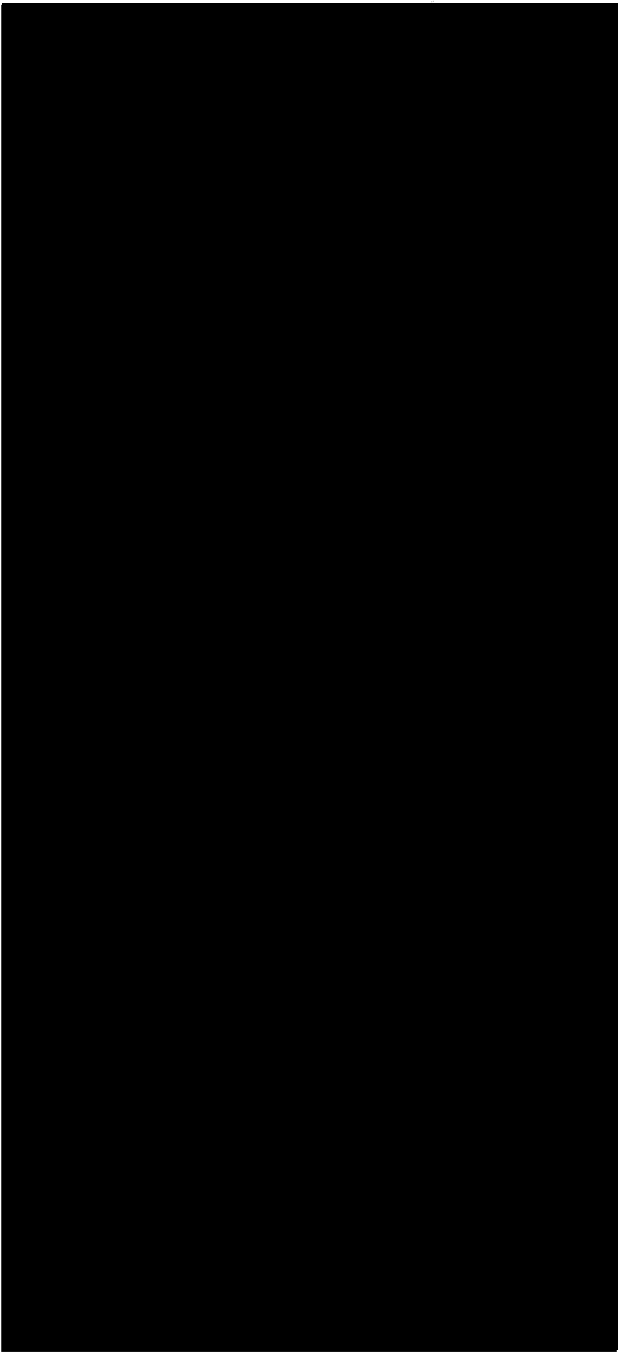
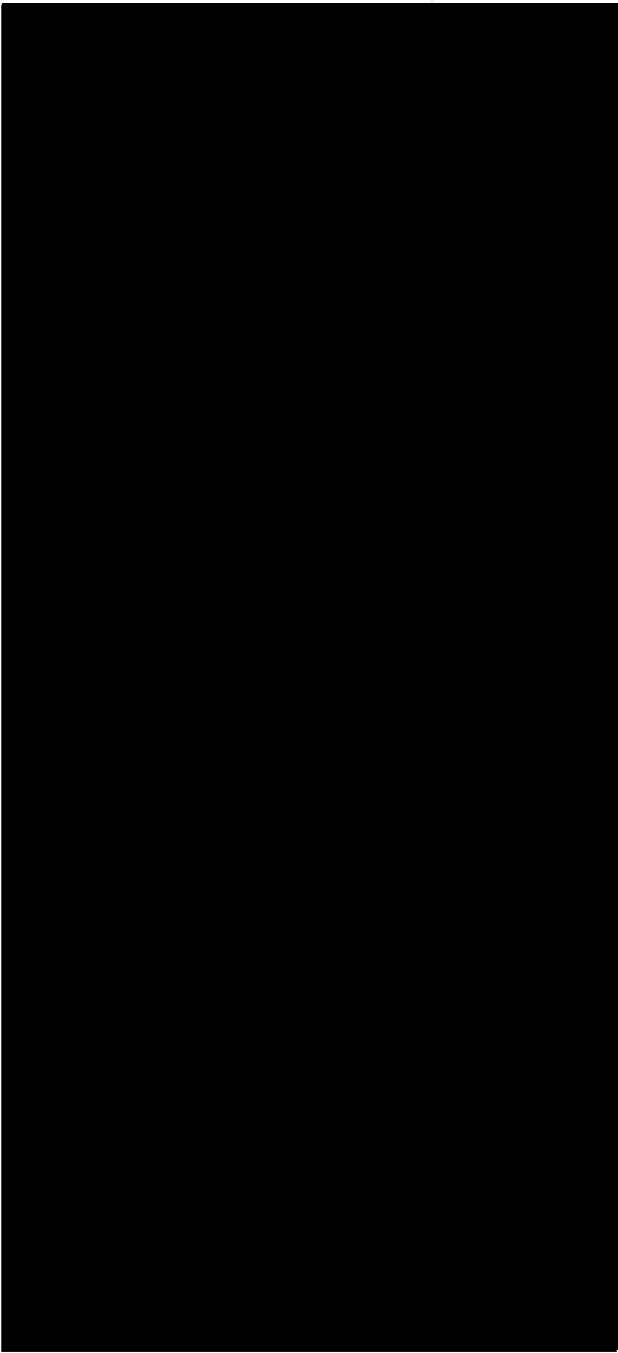
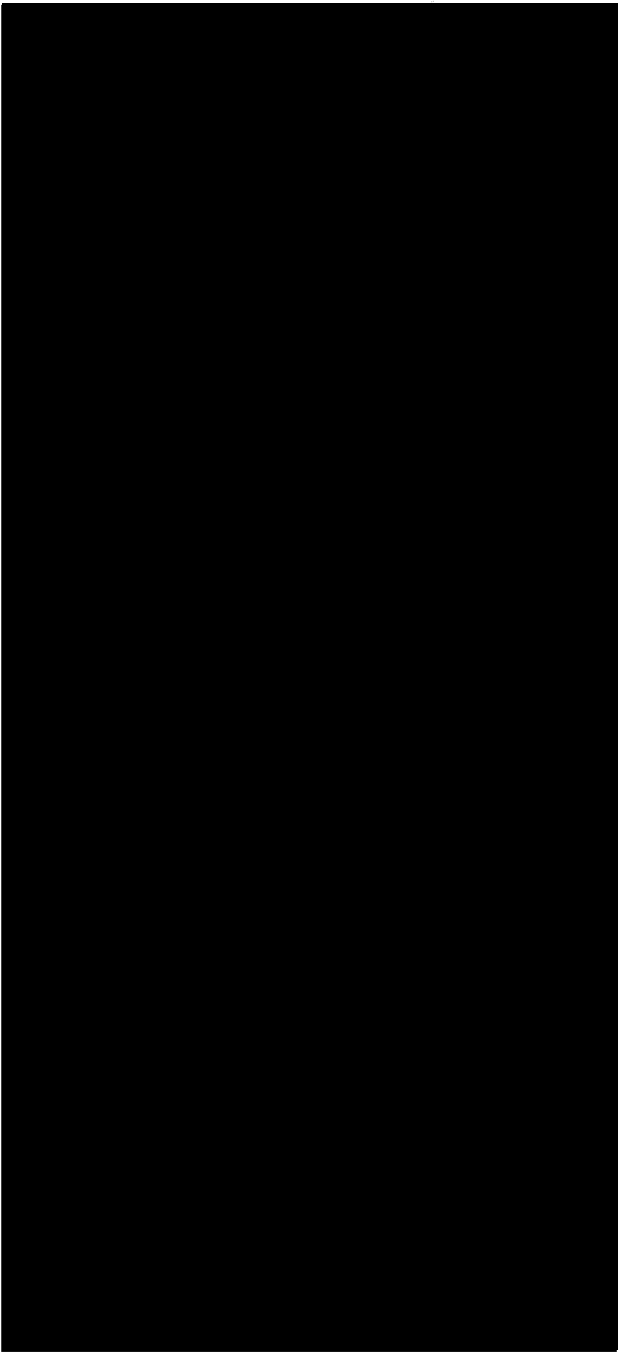
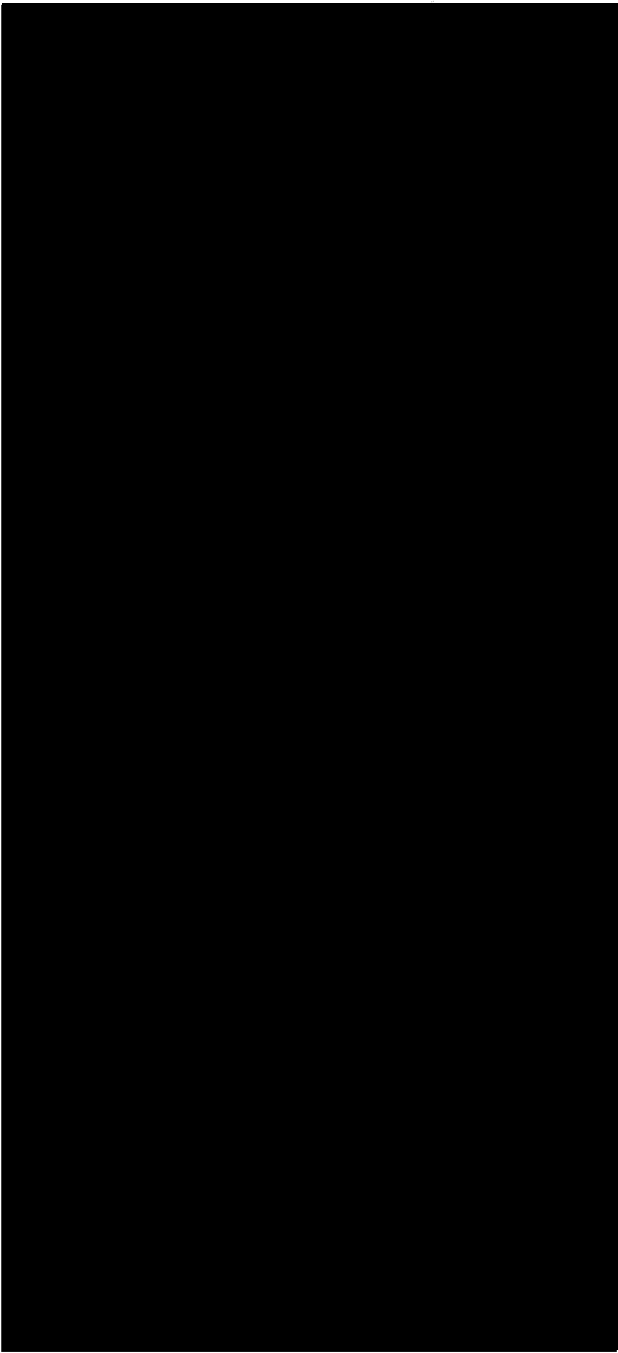
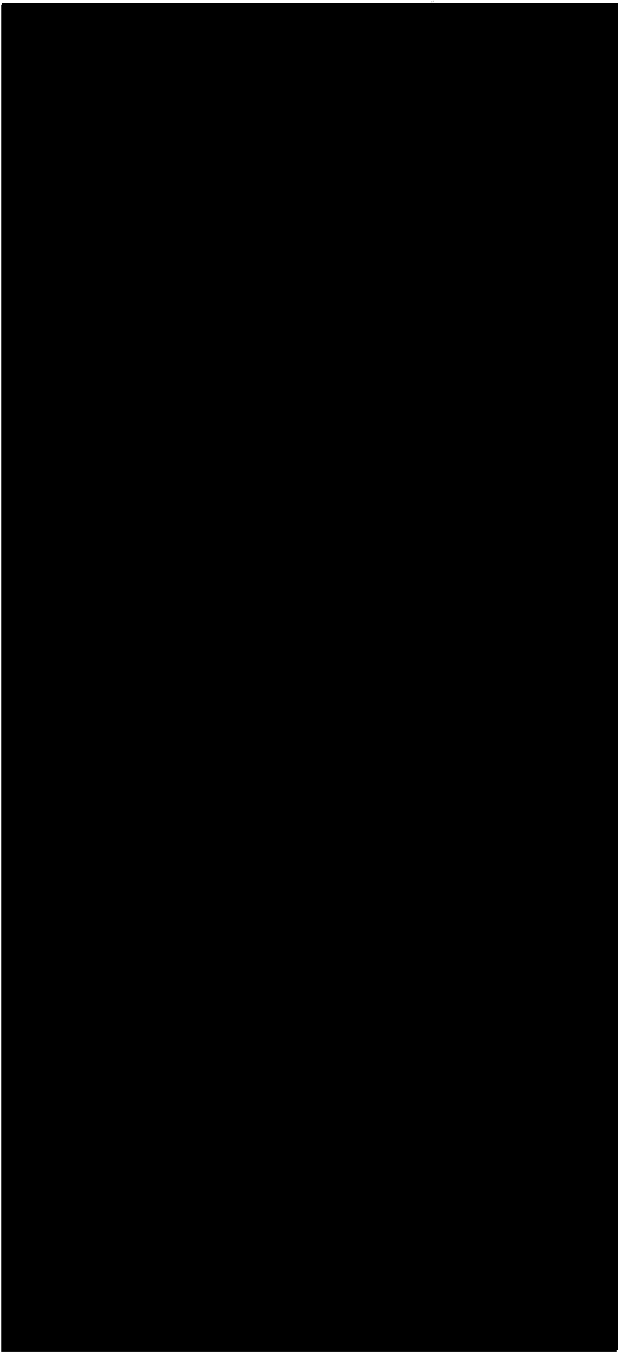
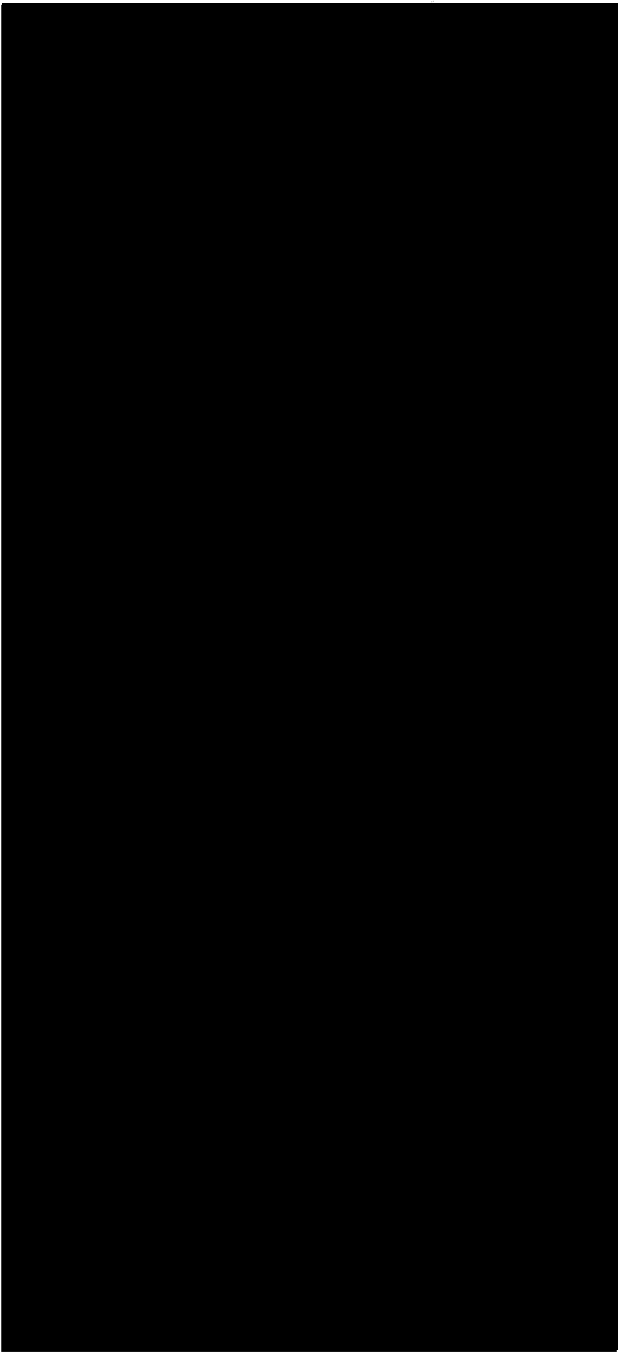
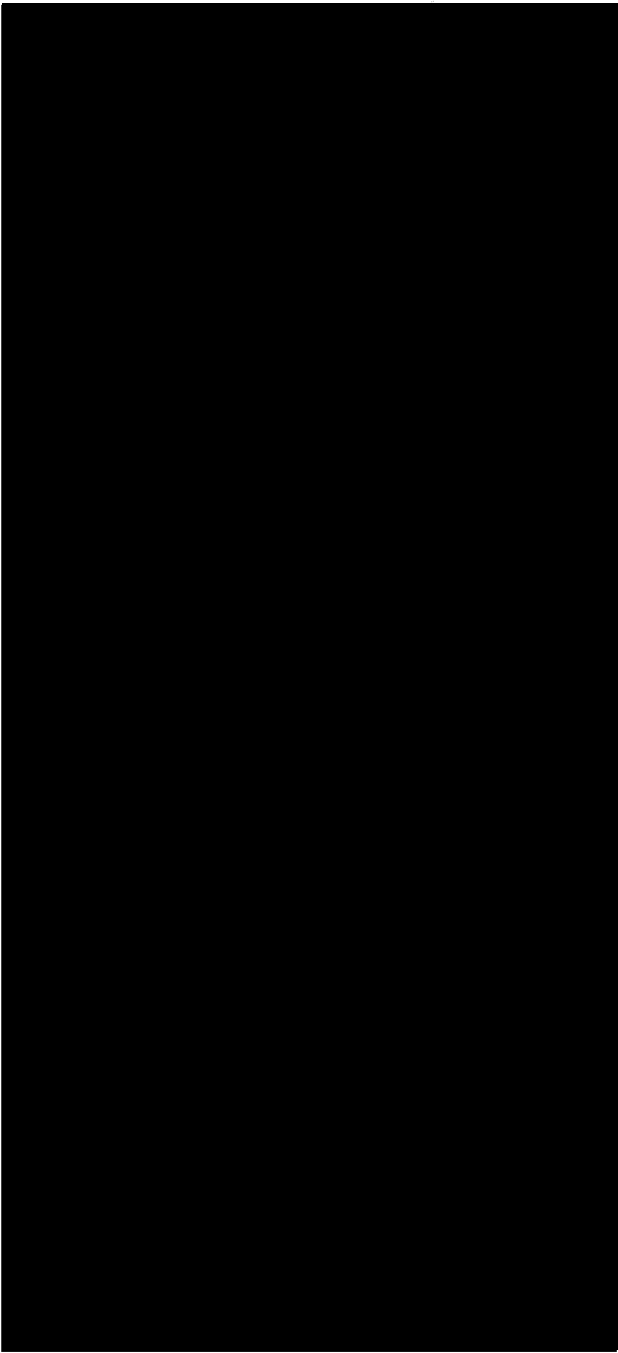
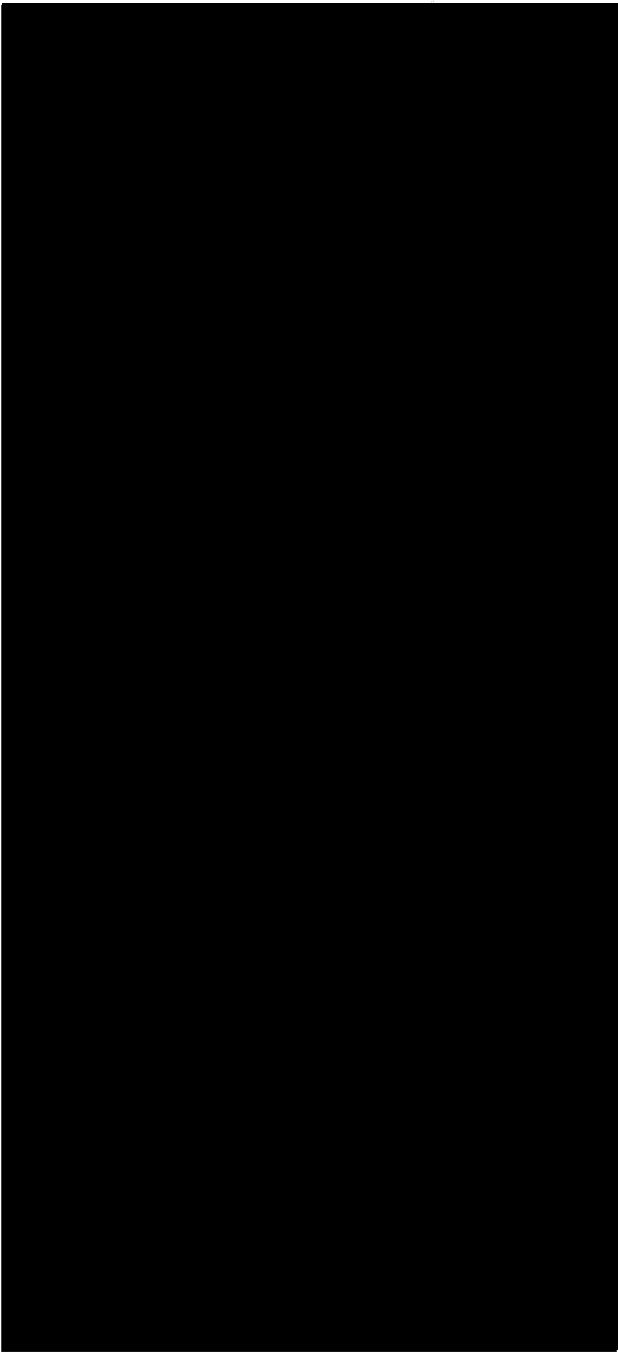
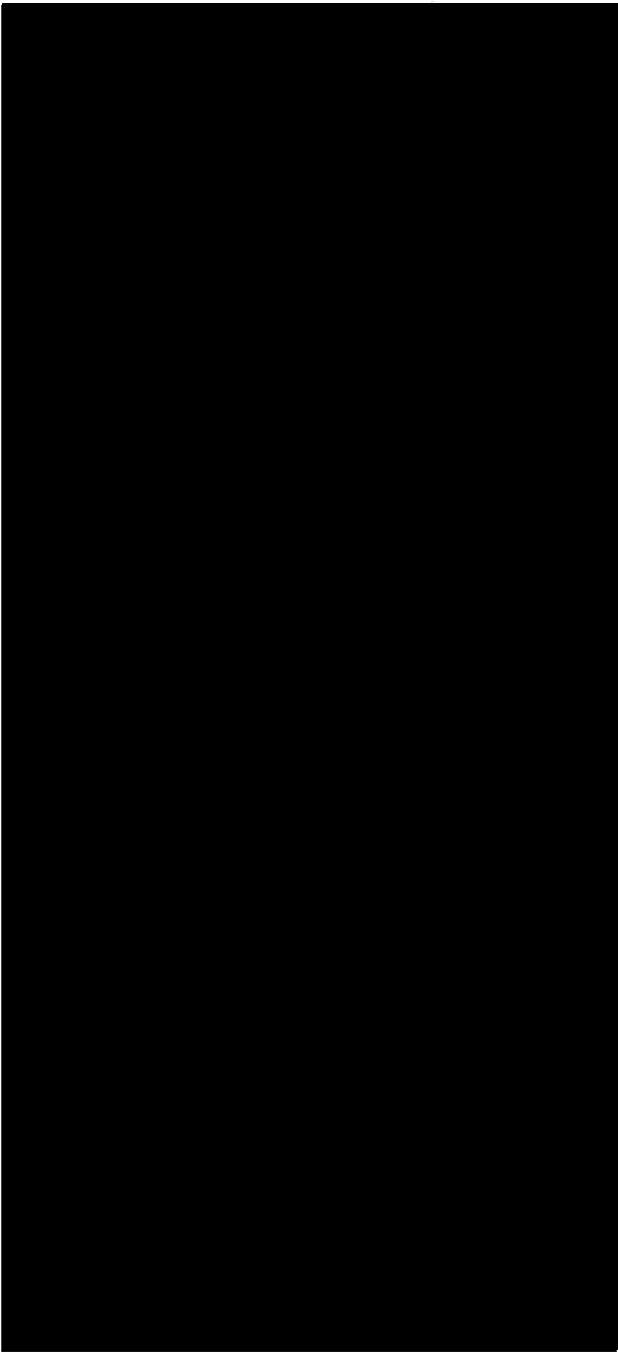
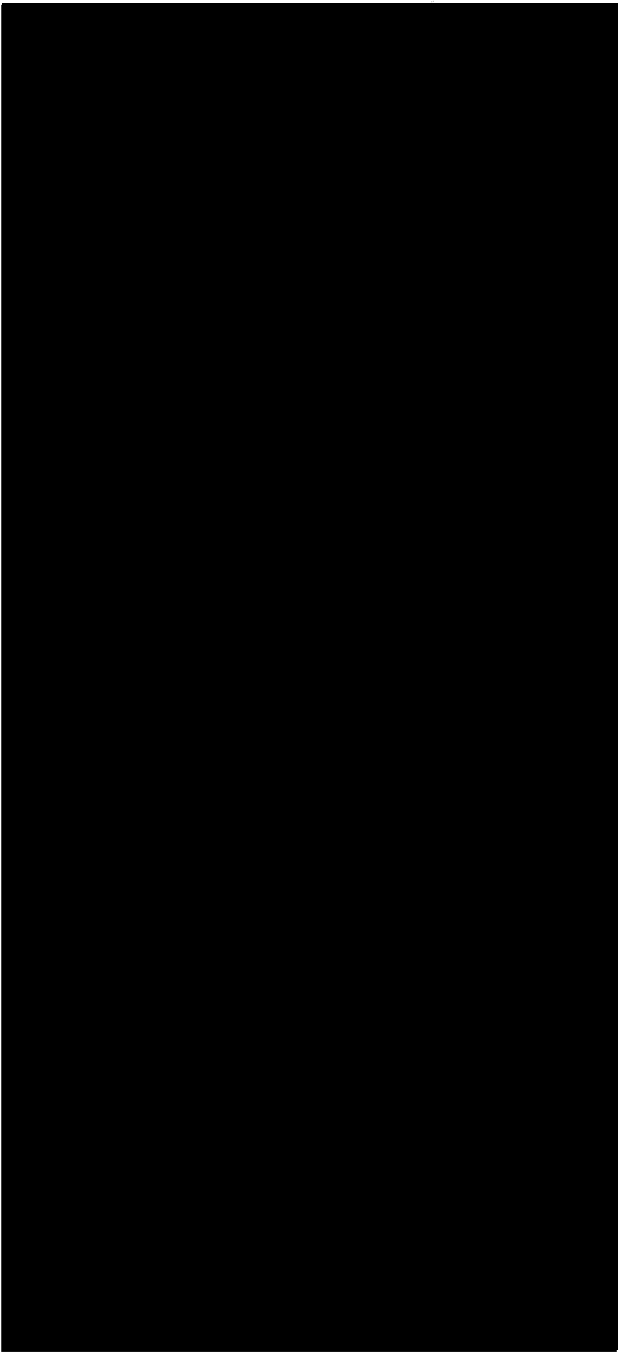
ATTY FEE MOT - 1274

22721

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: INVOICE DATE  
SMW FILE  
SMW INVOICE02/26/2020  
LV.LOWIE  
262874  
Page 2

			<u>HOURS</u>	
	LMT		1.80	594.00
01/08/2020	AWS		0.90	373.50
	MDZ		0.10	41.50
	AWS		3.50	1,452.50
01/09/2020	AWS		2.00	830.00
	AWS		0.30	124.50
	LMT		0.20	66.00
01/10/2020	AWS		0.40	166.00
	LMT		1.60	528.00
	AWS		0.40	166.00
	MER		4.10	922.50
01/11/2020	AWS		0.70	290.50
01/12/2020	AWS		0.10	41.50
01/13/2020	LMT		3.70	1,221.00
	MER		2.50	562.50
	AWS		0.70	290.50
01/14/2020	AWS		0.70	290.50
	LMT		3.80	1,254.00
	AWS		4.10	1,701.50

ATTY FEE MOT - 1275

22722

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE02/26/2020  
LV.LOWIE  
262874  
Page 3

		<u>HOURS</u>	
01/15/2020	LMT	2.60	858.00
	AWS	0.30	124.50
	AWS	2.50	1,037.50
01/16/2020	AWS	0.20	83.00
01/17/2020	LMT	0.20	66.00
	AWS	0.10	41.50
01/18/2020	AWS	2.90	1,203.50
01/19/2020	AWS	1.70	705.50
01/20/2020	AWS	2.00	830.00
01/21/2020	AWS	1.00	415.00
	LMT	1.20	396.00
	AWS	3.10	1,286.50
01/22/2020	AWS	0.90	373.50
	LMT	0.80	264.00
	AWS	2.30	954.50
01/23/2020	AWS	0.30	124.50
	AWS	1.80	747.00
	LMT	3.70	1,221.00
01/24/2020	AWS	0.20	83.00

ATTY FEE MOT - 1276

22723

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE

SMW FILE

SMW INVOICE

02/26/2020

LV.LOWIE

262874

Page 4

		<u>HOURS</u>	
	LMT	0.40	132.00
01/27/2020	AWS	0.60	249.00
	LMT	0.40	132.00
01/28/2020	AWS	0.10	41.50
	LMT	1.20	396.00
	AWS	1.70	705.50
01/29/2020	AWS	1.60	664.00
	LMT	1.60	528.00
01/30/2020	AWS	0.60	249.00
01/31/2020	AWS	0.60	249.00
	AWS	0.10	41.50
<b>Total for Services thru 01/31/2020</b>		<b>86.40</b>	<b>32,392.00</b>

		Summary			
<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Andrew W. Schwartz	Partner	47.40	\$415.00	\$19,671.00	
Matthew D. Zinn	Partner	6.40	415.00	2,656.00	
Lauren M. Tarpey	Associate I	26.00	330.00	8,580.00	
Maurene E. Ryan	Paralegal	6.60	225.00	1,485.00	

COSTS ADVANCED

01/31/2020 [REDACTED] 112.22

**Total Costs Advanced thru 01/31/2020** 112.22**AMOUNT OF CURRENT BILLING** 32,504.22**TOTAL DUE** \$61,179.37

ATTY FEE MOT - 1277

22724

ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE

02/26/2020  
LV.LOWIE  
262874  
Page 5

AGED DUE AMOUNTS

<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>
01/31/2020	262592	28,675.15	28,675.15
			<u>28,675.15</u>

ATTY FEE MOT - 1278

22725

SHUTE, MIHALY  
& WEINBERGER LLP

396 HAYES STREET, SAN FRANCISCO, CA 94102  
T: (415) 552-7272 F: (415) 552-5816 AWS  
www.smwlaw.com

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BY: \_\_\_\_\_

ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: Philip Byrnes  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE March 16, 2020  
SMW FILE LV.LOWIE  
SMW INVOICE 263243  
Page 1

RE: \_\_\_\_\_

Previous Balance

\$61,179.37

SERVICES RENDERED

			<u>HOURS</u>		
02/01/2020	AWS		1.40	581.00	
02/03/2020	LMT		0.20	66.00	
	AWS		0.10	41.50	
02/04/2020	AWS		0.10	41.50	
	LMT		0.80	264.00	
	AWS		1.00	415.00	
02/05/2020	AWS		0.60	249.00	

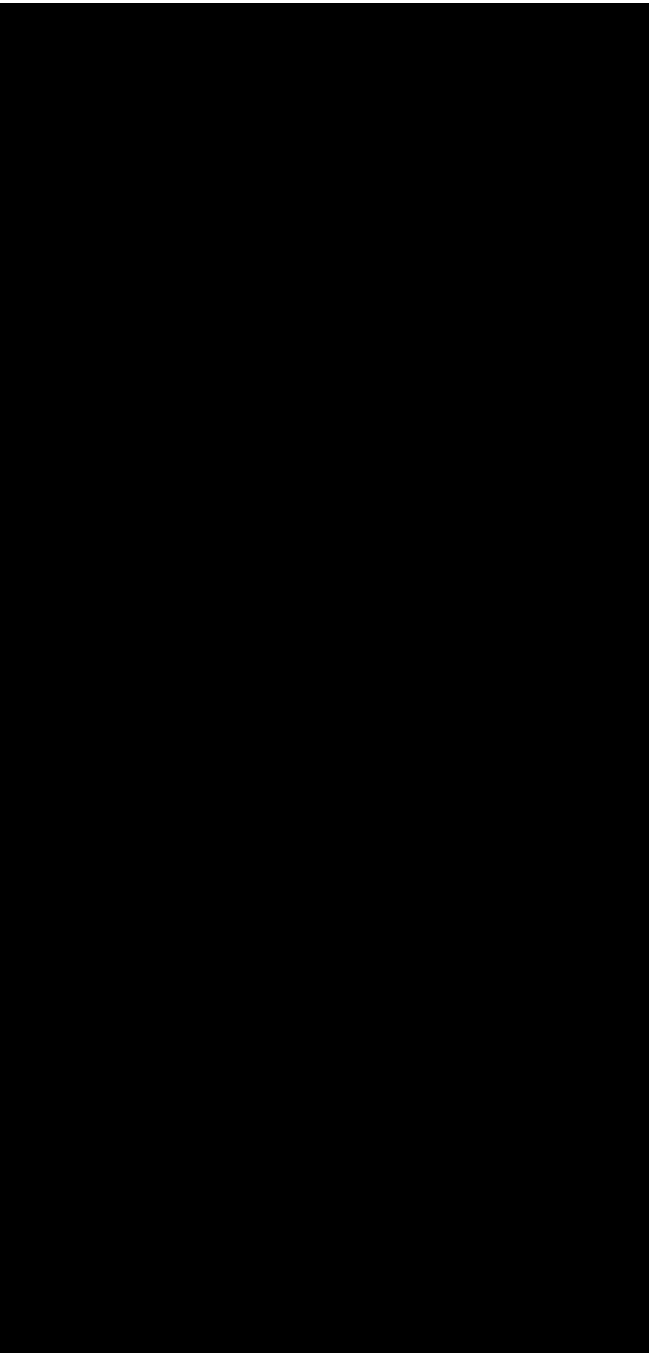
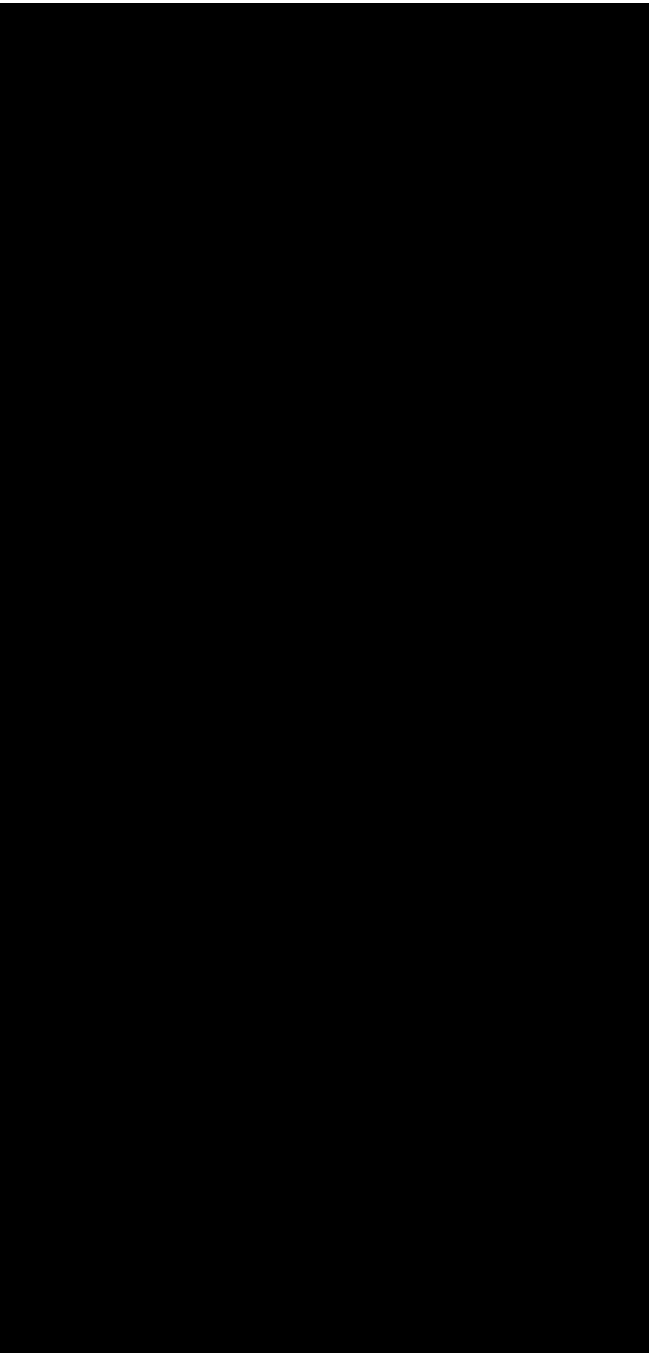
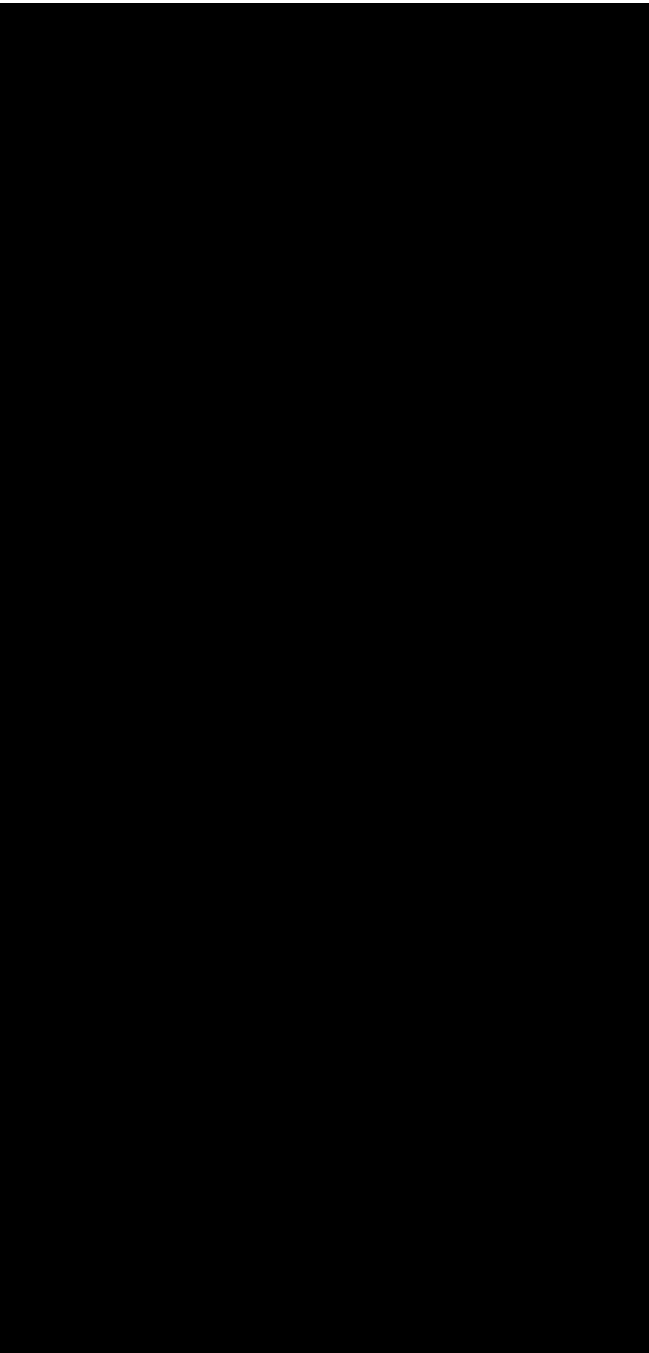
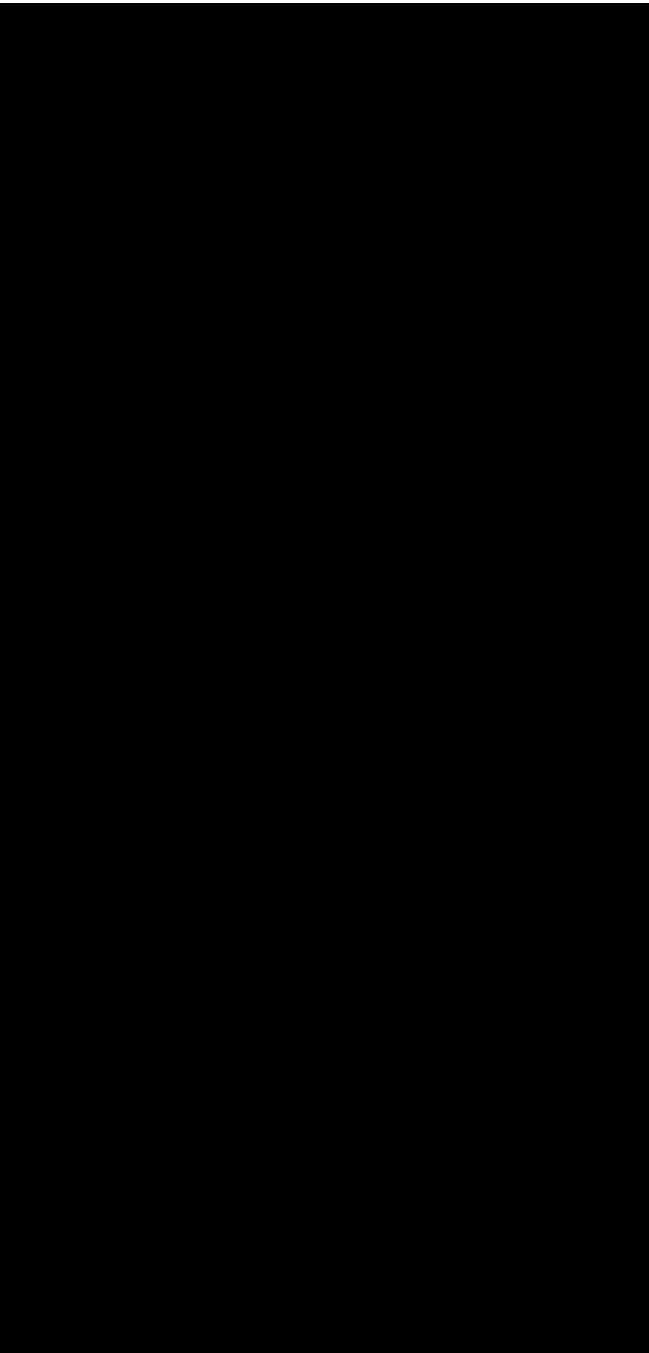
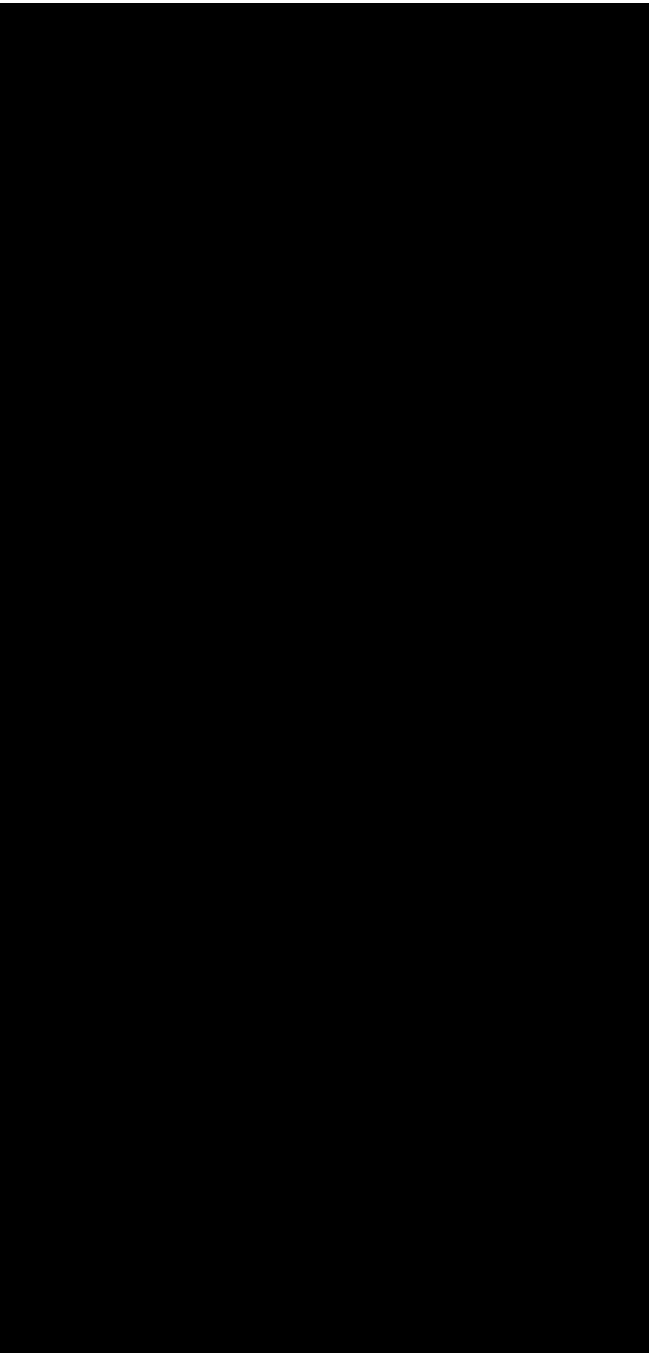
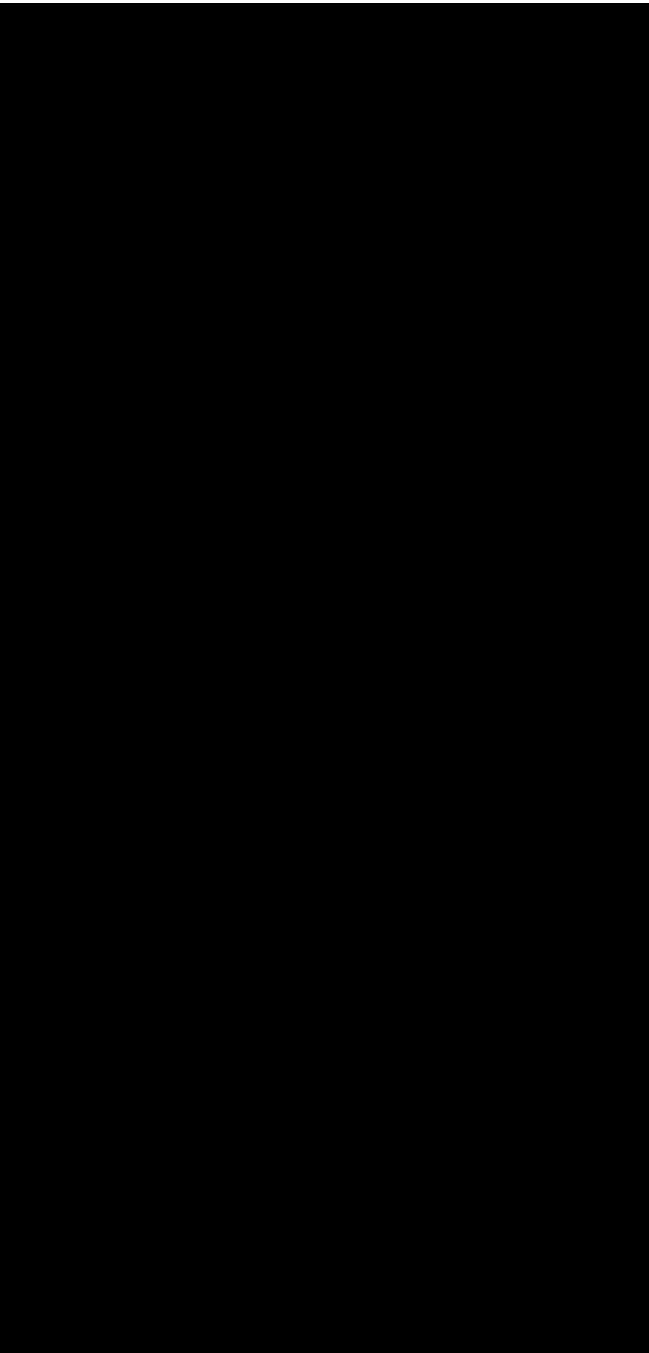
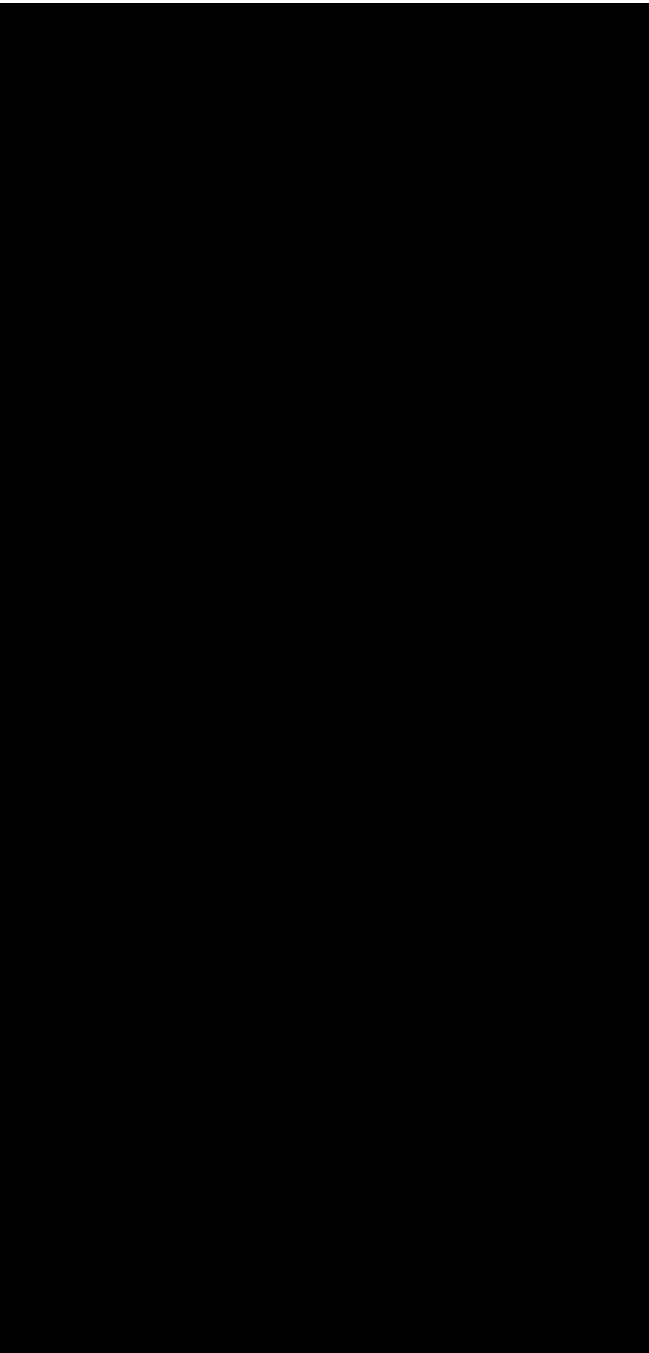
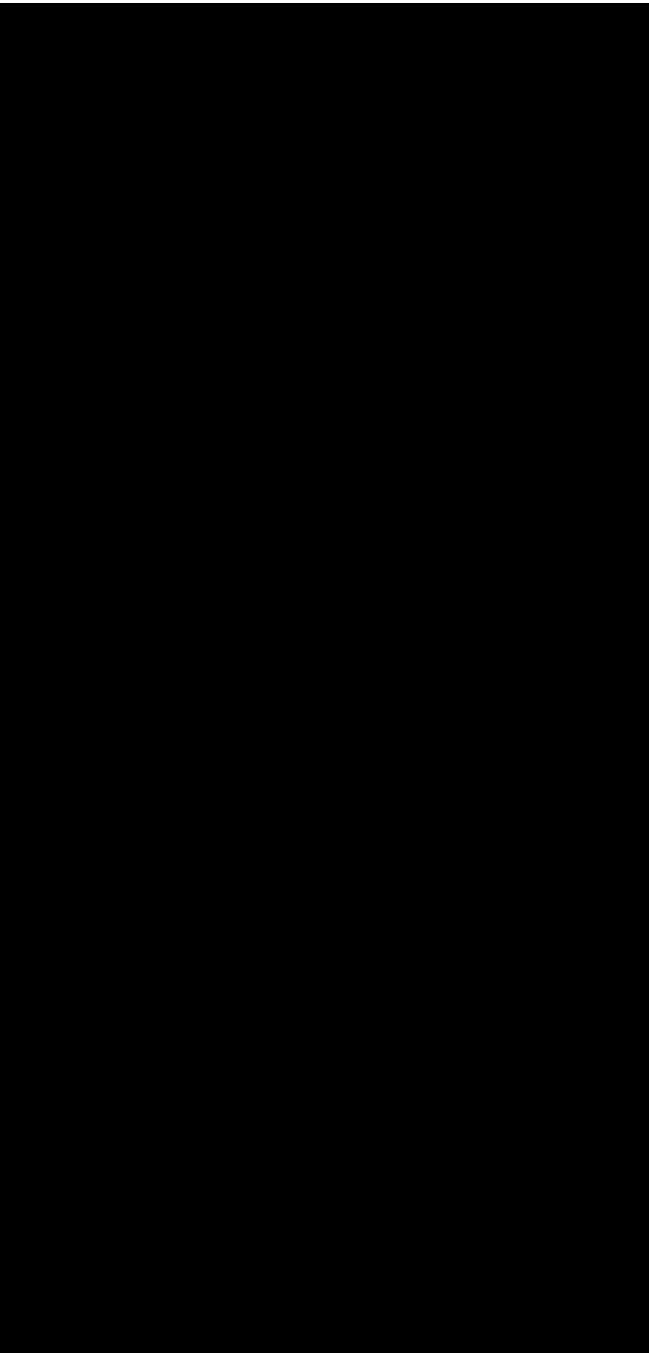
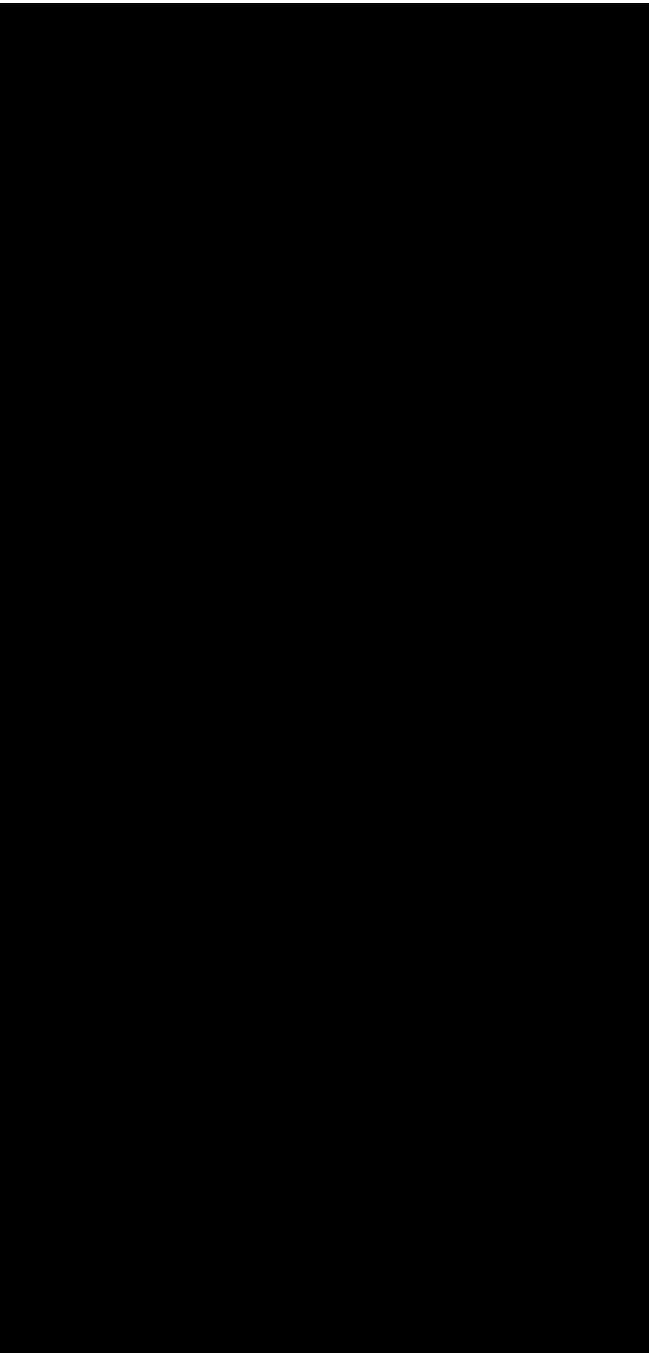
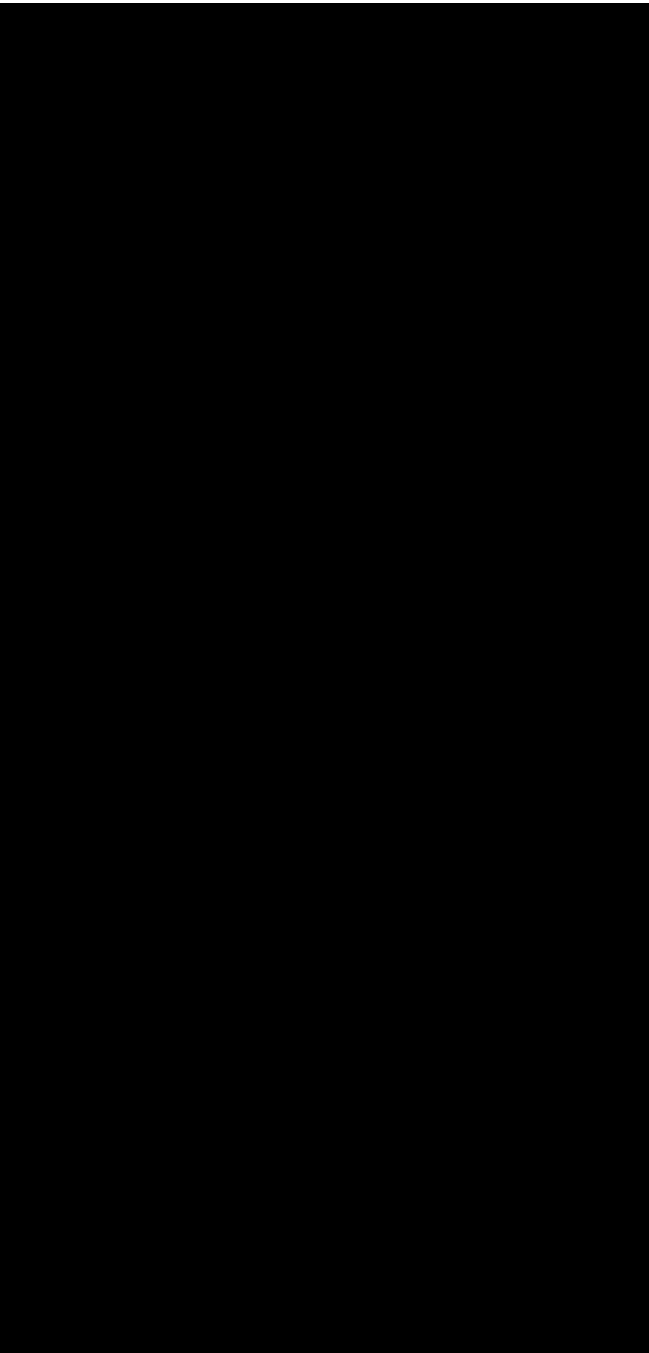
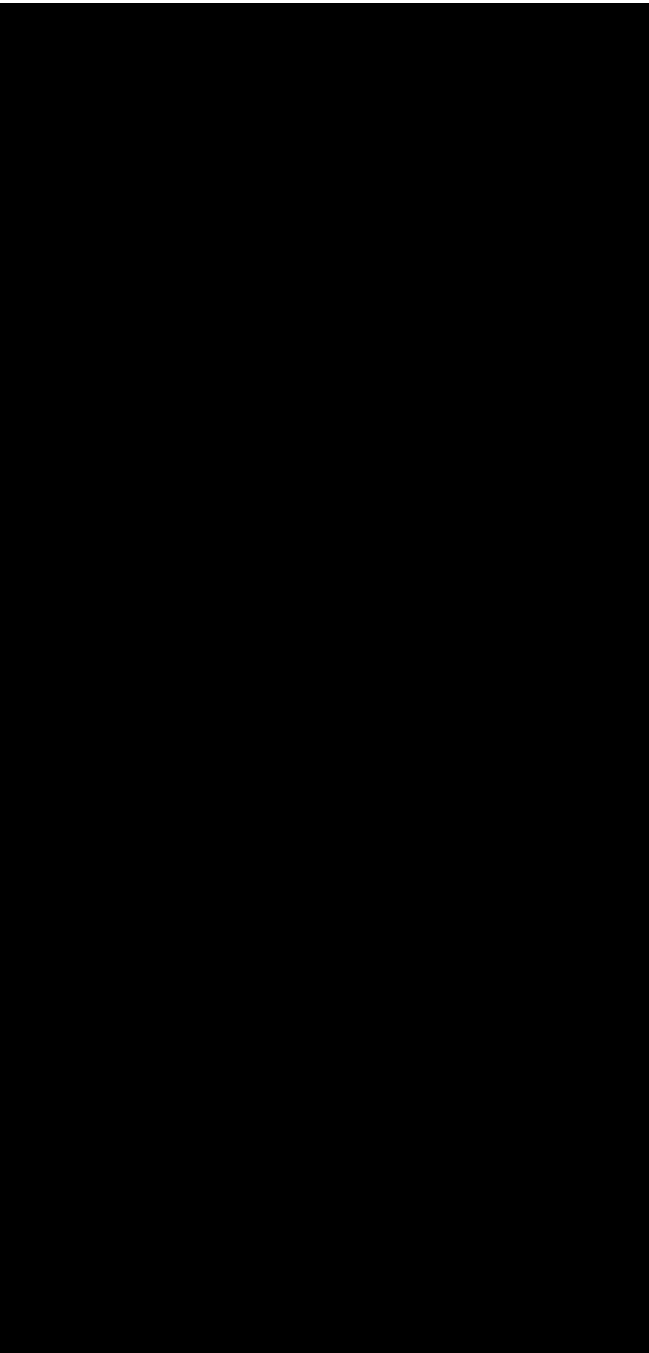
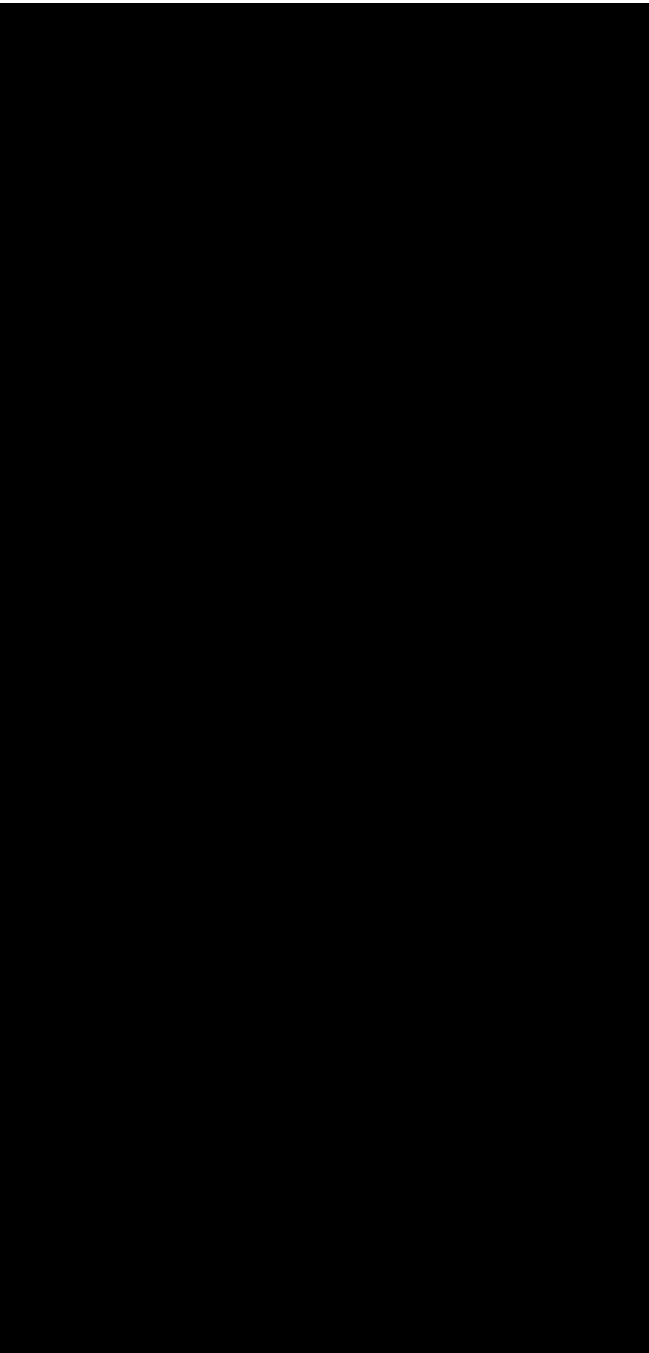
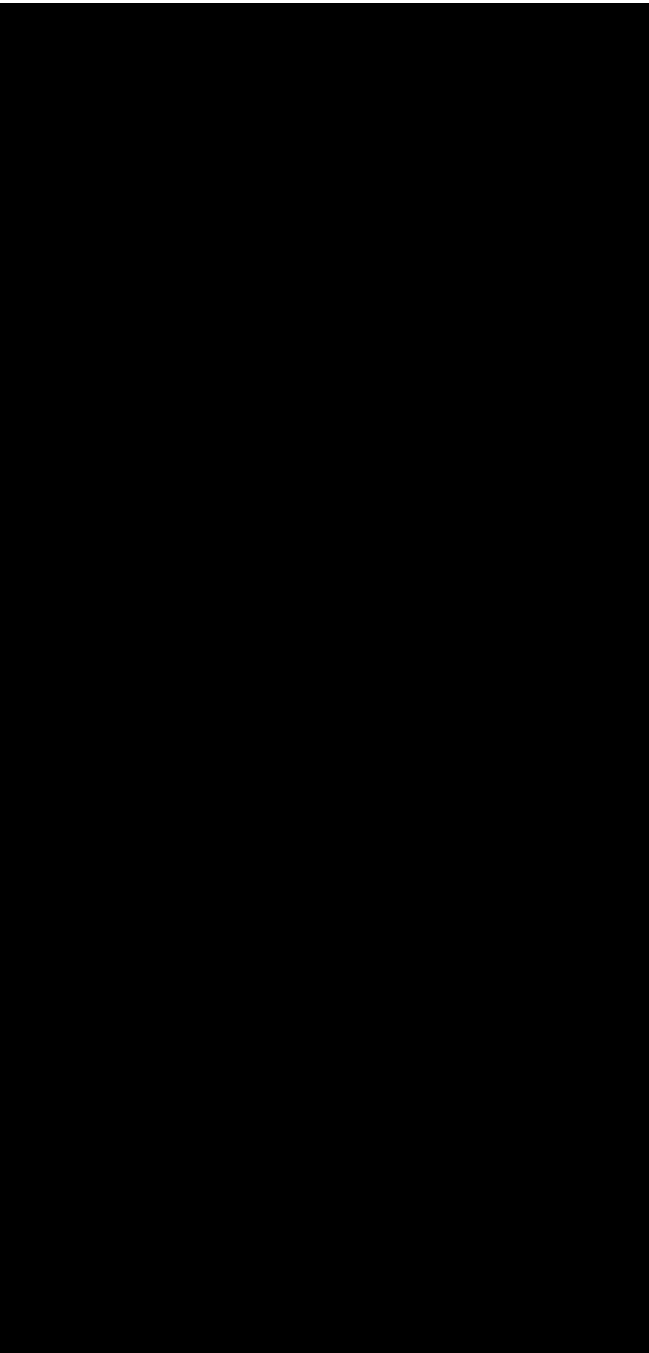
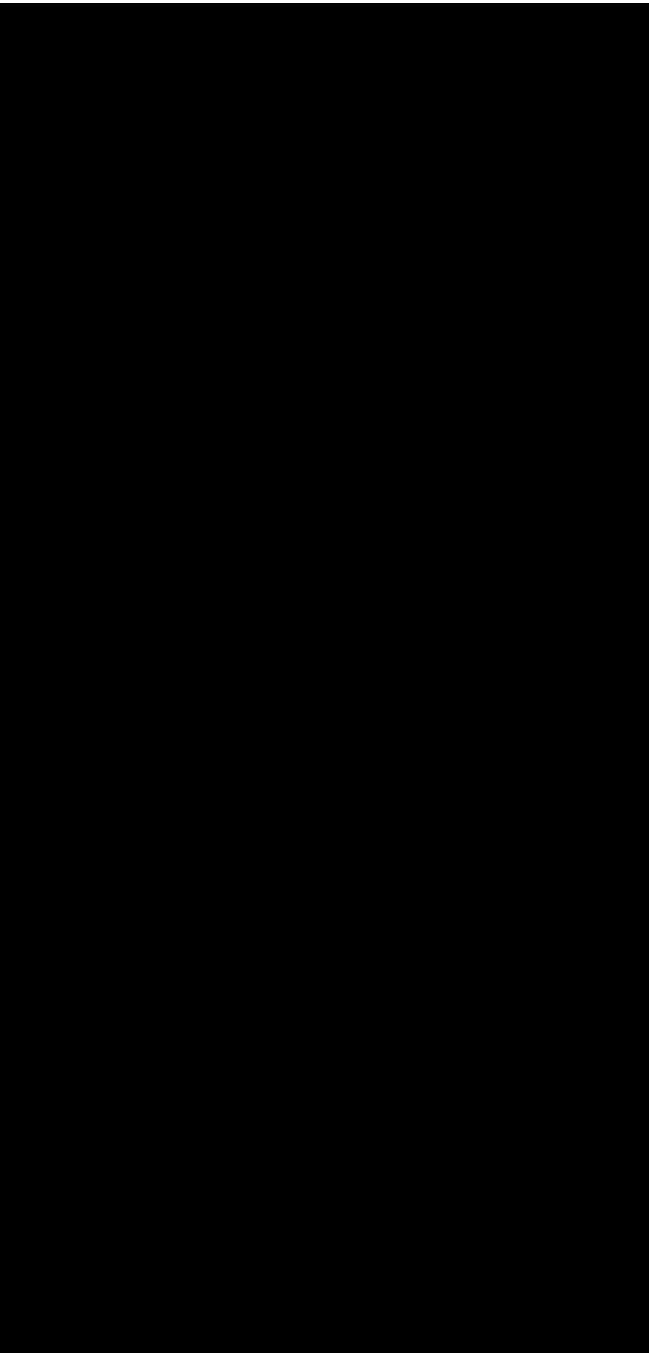
ATTY FEE MOT - 1279

22726

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: INVOICE DATE  
SMW FILE  
SMW INVOICE03/16/2020  
LV.LOWIE  
263243  
Page 2

			<u>HOURS</u>	
	AWS		1.70	705.50
02/06/2020	AWS		0.10	41.50
	AWS		1.70	705.50
	LMT		0.10	33.00
02/07/2020	AWS		1.20	498.00
02/08/2020	AWS		0.50	207.50
02/09/2020	AWS		0.10	41.50
02/10/2020	LMT		2.10	693.00
	AWS		1.70	705.50
02/11/2020	AWS		2.70	1,120.50
	LMT		2.60	858.00
02/12/2020	AWS		0.70	290.50
	LMT		3.70	1,221.00
02/13/2020	AWS		0.80	332.00

ATTY FEE MOT - 1280

22727

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE

SMW FILE

SMW INVOICE

03/16/2020

LV.LOWIE

263243

Page 3

			<u>HOURS</u>	
	LMT		0.30	99.00
02/14/2020	AWS			
			0.70	290.50
	ML		2.00	310.00
02/17/2020	AWS		0.10	41.50
02/18/2020	LMT		1.70	561.00
	AWS			
			1.90	788.50
02/19/2020	AWS		2.30	954.50
	ML		1.50	232.50
02/20/2020	LMT		0.50	165.00
	AWS		0.10	41.50
02/21/2020	ML		4.00	620.00
02/22/2020	AWS		0.20	83.00
02/23/2020	AWS		0.10	41.50
02/24/2020	AWS		0.10	41.50
	LMT		0.80	264.00
02/25/2020	AWS		1.30	539.50
	LMT		1.30	429.00

ATTY FEE MOT - 1281

22728

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE

03/16/2020

LV.LOWIE

263243

Page 4

		<u>HOURS</u>	
02/26/2020	AWS	0.30	124.50
	LMT		
		1.40	462.00
02/27/2020	LMT	0.50	165.00
02/28/2020	LMT	0.80	264.00
	AWS		
		0.30	124.50
<b>Total for Services thru 02/29/2020</b>		<b>46.10</b>	<b>15,753.50</b>

		Summary			
<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Andrew W. Schwartz	Partner	21.80	\$415.00	\$9,047.00	
Lauren M. Tarpey	Associate I	16.80	330.00	5,544.00	
Mondee Lu	Law Clerk	7.50	155.00	1,162.50	

COSTS ADVANCED

02/21/2020	[REDACTED]	51.26
02/28/2020	[REDACTED]	127.99
02/28/2020	[REDACTED]	12.50
<b>Total Costs Advanced thru 02/29/2020</b>		<b>191.75</b>

AMOUNT OF CURRENT BILLING 15,945.25

CREDITS TO ACCOUNT

02/27/2020	Payment received from City of Lawsuit Vegas	-28,675.15
------------	---	------------

**TOTAL DUE** \$48,449.47AGED DUE AMOUNTS

<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>
02/26/2020	262874	32,504.22	32,504.22
			<u>32,504.22</u>

ATTY FEE MOT - 1282

22729

SHUTE, MIHALY  
& WEINBERGER LLP *ANS*

396 HAYES STREET, SAN FRANCISCO, CA 94102  
T: (415) 552-7272 F: (415) 552-5816  
www.smwlaw.com

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ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: Philip Byrnes  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE April 27, 2020  
SMW FILE LV.LOWIE  
SMW INVOICE 263579  
Page 1

RE: [REDACTED]

Previous Balance

\$48,449.47

SERVICES RENDERED

			<u>HOURS</u>	
03/02/2020	AWS	[REDACTED]	0.20	83.00
03/03/2020	LMT		0.90	297.00
	AWS			
			1.40	581.00
03/04/2020	AWS			
			0.70	290.50
	LMT			
			0.70	231.00
	AWS			
			0.10	41.50
03/05/2020	AWS			
	LMT			
		1.30	429.00	

ATTY FEE MOT - 1283

22730

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE04/27/2020  
LV.LOWIE  
263579  
Page 2

			<u>HOURS</u>	
	AWS	[REDACTED]		
			2.00	830.00
03/06/2020	AWS	[REDACTED]		
			0.80	332.00
	LMT	[REDACTED]		
			4.40	1,452.00
03/08/2020	AWS	[REDACTED]	0.10	41.50
03/09/2020	AWS	[REDACTED]		
			0.40	166.00
	LMT	[REDACTED]		
			0.90	297.00
03/10/2020	AWS	[REDACTED]		
			0.80	332.00
	LMT	[REDACTED]		
			1.80	594.00
	AWS	[REDACTED]		
			1.30	539.50
03/11/2020	LMT	[REDACTED]		
			1.70	561.00
	AWS	[REDACTED]		
			1.40	581.00
03/12/2020	LMT	[REDACTED]	1.40	462.00
	AWS	[REDACTED]		
			0.70	290.50

ATTY FEE MOT - 1284

22731

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE04/27/2020  
LV.LOWIE  
263579  
Page 3

		<u>HOURS</u>	
03/13/2020	AWS	1.00	415.00
	LMT	0.70	231.00
03/14/2020	AWS	0.10	41.50
03/16/2020	AWS	1.00	415.00
	LMT	0.10	33.00
03/17/2020	AWS	1.50	622.50
	LMT	1.50	495.00
03/18/2020	AWS	1.00	415.00
03/19/2020	AWS	4.20	1,743.00
	LMT	5.40	1,782.00
03/20/2020	AWS	1.80	747.00
	LMT	4.40	1,452.00

ATTY FEE MOT - 1285

22732

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE04/27/2020  
LV.LOWIE  
263579  
Page 4HOURS

03/23/2020	AWS	[REDACTED]	0.60	249.00
	LMT	[REDACTED]		
		[REDACTED]	2.80	924.00
03/24/2020	AWS	[REDACTED]		
		[REDACTED]	3.10	1,286.50
	LMT	[REDACTED]		
		[REDACTED]	5.40	1,782.00
03/25/2020	AWS	[REDACTED]		
		[REDACTED]	0.50	207.50
	LMT	[REDACTED]		
		[REDACTED]	0.30	99.00
03/26/2020	AWS	[REDACTED]		
		[REDACTED]	0.90	373.50
	LMT	[REDACTED]		
		[REDACTED]	2.90	957.00
03/27/2020	AWS	[REDACTED]		
		[REDACTED]	1.10	456.50
	LMT	[REDACTED]		
		[REDACTED]	2.30	759.00
03/29/2020	AWS	[REDACTED]		
		[REDACTED]	0.10	41.50

ATTY FEE MOT - 1286

22733

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE

SMW FILE

SMW INVOICE

04/27/2020

LV.LOWIE

263579

Page 5

HOURS

03/30/2020	AWS	[REDACTED]		
	LMT			
			3.50	1,452.50
			6.30	2,079.00
03/31/2020	AWS			
			1.60	664.00
			77.20	28,196.00
Total for Services thru 03/31/2020				

Timekeeper	Title	Summary	Hours	Rate	Amount
Andrew W. Schwartz	Partner		32.00	\$415.00	\$13,280.00
Lauren M. Tarpey	Associate I		45.20	330.00	14,916.00

COSTS ADVANCED

03/05/2020	[REDACTED]	30.00
03/31/2020	[REDACTED]	2.10
03/31/2020	[REDACTED]	122.13
Total Costs Advanced thru 03/31/2020		154.23

AMOUNT OF CURRENT BILLING	28,350.23
---------------------------	-----------

CREDITS TO ACCOUNT

03/23/2020	Payment received from City of Las Vegas	-32,504.22
04/15/2020	Payment received from City of Las Vegas	-15,945.25
	Credits and Payments - THANK YOU!	-48,449.47
TOTAL DUE		<u>\$28,350.23</u>

ATTY FEE MOT - 1287

22734

SHUTE, MIHALY  
& WEINBERGER LLP *SMW*

396 HAYES STREET, SAN FRANCISCO, CA 94102  
T: (415) 552-7272 F: (415) 552-5816  
www.smwlaw.com

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BY: .....

ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: Philip Byrnes  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE May 22, 2020  
SMW FILE LV.LOWIE  
SMW INVOICE 263799  
Page 1

RE: [REDACTED]

Previous Balance

\$28,350.23

SERVICES RENDERED

			<u>HOURS</u>	
04/01/2020	AWS	[REDACTED]	1.00	415.00
	LMT		0.10	33.00
04/02/2020	AWS			
			1.10	456.50
	LMT		0.90	297.00
04/03/2020	AWS			
			0.90	373.50
	LMT		0.10	33.00
04/04/2020	AWS			
			5.50	2,282.50
04/05/2020	LMT			
			1.50	495.00

ATTY FEE MOT - 1288

22735

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE05/22/2020  
LV.LOWIE  
263799  
Page 2HOURS

04/06/2020	AWS	[REDACTED]	3.90	1,618.50
	LMT	[REDACTED]	5.40	1,782.00
04/07/2020	AWS	[REDACTED]	3.30	1,369.50
	LMT	[REDACTED]	3.50	1,155.00
04/08/2020	AWS	[REDACTED]	2.60	1,079.00
	LMT	[REDACTED]	4.90	1,617.00
04/09/2020	AWS	[REDACTED]	8.40	3,486.00
	LMT	[REDACTED]	3.70	1,221.00
04/10/2020	AWS	[REDACTED]	7.20	2,988.00
04/11/2020	AWS	[REDACTED]	3.30	1,369.50
04/12/2020	AWS	[REDACTED]	0.60	249.00
	LMT	[REDACTED]	1.10	363.00

ATTY FEE MOT - 1289

22736

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE05/22/2020  
LV.LOWIE  
263799  
Page 3HOURS

04/13/2020	AWS	[REDACTED]	6.00	2,490.00
	LMT	[REDACTED]	5.30	1,749.00
04/14/2020	AWS	[REDACTED]	1.30	539.50
04/15/2020	AWS	[REDACTED]	1.30	539.50
	LMT	[REDACTED]	0.30	99.00
04/16/2020	AWS	[REDACTED]	0.40	166.00
	LMT	[REDACTED]	0.30	99.00
04/17/2020	LMT	[REDACTED]	0.40	132.00
	AWS	[REDACTED]	0.60	249.00
04/18/2020	AWS	[REDACTED]	0.50	207.50
04/19/2020	AWS	[REDACTED]	6.60	2,739.00
	LMT	[REDACTED]	1.60	528.00

ATTY FEE MOT - 1290

22737

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE05/22/2020  
LV.LOWIE  
263799  
Page 4HOURS

04/20/2020	AWS	[REDACTED]	4.10	1,701.50
	LMT	[REDACTED]	1.80	594.00
04/21/2020	AWS	[REDACTED]	4.00	1,660.00
04/22/2020	AWS	[REDACTED]	0.20	83.00
04/23/2020	AWS	[REDACTED]	0.30	124.50
04/24/2020	LMT	[REDACTED]	0.20	66.00
	AWS	[REDACTED]	1.60	664.00
04/25/2020	AWS	[REDACTED]	1.70	705.50
04/26/2020	AWS	[REDACTED]	4.30	1,784.50
04/27/2020	AWS	[REDACTED]	7.10	2,946.50
	LMT	[REDACTED]	1.20	396.00
04/28/2020	AWS	[REDACTED]	4.00	1,660.00
	LMT	[REDACTED]	3.00	990.00

ATTY FEE MOT - 1291

22738

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE05/22/2020  
LV.LOWIE  
263799  
Page 5HOURS

04/29/2020	AWS	[REDACTED]	4.70	1,950.50
	MDZ	[REDACTED]	0.20	83.00
	LMT	[REDACTED]	2.90	957.00
04/30/2020	AWS	[REDACTED]	1.00	415.00
	LMT	[REDACTED]	4.00	1,320.00
<b>Total for Services thru 04/30/2020</b>			<b>129.90</b>	<b>50,321.50</b>

Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner	87.50	\$415.00	\$36,312.50
Matthew D. Zinn	Partner	0.20	415.00	83.00
Lauren M. Tarpey	Associate I	42.20	330.00	13,926.00

COSTS ADVANCED

03/20/2020	[REDACTED]	47.24
04/06/2020	[REDACTED]	1.50
04/30/2020	[REDACTED]	161.98
<b>Total Costs Advanced thru 04/30/2020</b>		<b>210.72</b>

**AMOUNT OF CURRENT BILLING**

50,532.22

**TOTAL DUE**\$78,882.45AGED DUE AMOUNTS

<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>
04/27/2020	263579	28,350.23	28,350.23
			28,350.23

ATTY FEE MOT - 1292

22739

SHUTE MIHALY  
& WEINBERGER LLP *AW*

396 HAYES STREET, SAN FRANCISCO, CA 94102  
T: (415) 552-7272 F: (415) 552-5816  
www.smwlaw.com

[REDACTED]

ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: Philip Byrnes  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE June 24, 2020  
SMW FILE LV.LOWIE  
SMW INVOICE 264219  
Page 1

RE: [REDACTED]

Previous Balance

\$78,882.45

SERVICES RENDERED

		<u>HOURS</u>	
05/01/2020	LMT	3.90	1,287.00
	AWS	0.40	166.00
05/02/2020	AWS	1.10	456.50
	LMT	0.30	99.00
05/04/2020	AWS	2.60	1,079.00
	LMT	3.60	1,188.00

ATTY FEE MOT - 1293

22740

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE06/24/2020  
LV.LOWIE  
264219  
Page 2HOURS

05/05/2020 AWS

LMT

2.50 1,037.50

4.30 1,419.00

05/06/2020 AWS

LMT

4.40 1,826.00

4.80 1,584.00

05/07/2020 AWS

LMT

1.90 788.50

6.40 2,112.00

05/08/2020 AWS

LMT

4.80 1,992.00

6.20 2,046.00

05/09/2020 AWS

3.80 1,577.00

05/10/2020 AWS

3.50 1,452.50

ATTY FEE MOT - 1294

22741

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas  
[REDACTED]INVOICE DATE  
SMW FILE  
SMW INVOICE06/24/2020  
LV.LOWIE  
264219  
Page 3

		<u>HOURS</u>	
05/11/2020	AWS	6.60	2,739.00
	LMT	4.80	1,584.00
05/12/2020	AWS	2.80	1,162.00
	LMT	5.80	1,914.00
05/13/2020	AWS	7.50	3,112.50
	LMT	3.40	1,122.00
05/14/2020	LMT	1.50	495.00
	AWS	2.70	1,120.50
05/15/2020	LMT	5.10	1,683.00
	AWS	5.40	2,241.00
05/16/2020	LMT	1.60	528.00
	AWS	9.50	3,942.50

ATTY FEE MOT - 1295

22742

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE06/24/2020  
LV.LOWIE  
264219  
Page 4

			<u>HOURS</u>	
05/17/2020	AWS	[REDACTED]	8.90	3,693.50
05/18/2020	LMT	[REDACTED]	1.10	363.00
	AWS	[REDACTED]	4.30	1,784.50
05/19/2020	AWS	[REDACTED]	6.90	2,863.50
	LMT	[REDACTED]	1.70	561.00
	CV	[REDACTED]	2.90	449.50
05/20/2020	CV	[REDACTED]	2.30	356.50
	AWS	[REDACTED]	9.10	3,776.50
	LMT	[REDACTED]	6.90	2,277.00
05/21/2020	LMT	[REDACTED]	11.80	3,894.00
	AWS	[REDACTED]	11.50	4,772.50
	MDZ	[REDACTED]	0.20	83.00
	PD	[REDACTED]	0.20	31.00
05/22/2020	NG	[REDACTED]	1.00	155.00
	LMT	[REDACTED]	2.20	726.00
	AWS	[REDACTED]	8.50	3,527.50

ATTY FEE MOT - 1296

22743

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE06/24/2020  
LV.LOWIE  
264219  
Page 5

		<u>HOURS</u>	
	PD	2.90	449.50
05/23/2020	MDZ	2.30	954.50
	LMT	2.30	759.00
	NG	3.30	511.50
	AWS	1.80	747.00
05/24/2020	LMT	6.20	2,046.00
	AWS	2.90	1,203.50
	MDZ	1.50	622.50
05/25/2020	AWS	1.10	456.50
	NG	1.50	232.50
	LMT	0.20	66.00
	PD	5.00	775.00
	MDZ	0.30	124.50
05/26/2020	NG	0.20	31.00
	AWS	0.60	249.00
	LMT	0.70	231.00
05/27/2020	LMT	1.00	330.00
	AWS	1.90	788.50

ATTY FEE MOT - 1297

22744

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

INVOICE DATE  
SMW FILE  
SMW INVOICE06/24/2020  
LV.LOWIE  
264219  
Page 6

City of Las Vegas

RE: [REDACTED]

HOURS

05/29/2020	AWS	[REDACTED]	0.20	83.00
	PD	[REDACTED]	0.10	15.50
05/30/2020	AWS	[REDACTED]	3.60	1,494.00
05/31/2020	AWS	[REDACTED]	0.30	124.50
<b>Total for Services thru 05/31/2020</b>			230.60	83,362.00
<b>Courtesy Discount</b>				-5,000.00
<b>Net Fees after Courtesy Discount</b>				78,362.00

<u>Timekeeper</u>	<u>Title</u>	<u>Summary</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner		121.10	\$415.00	\$50,256.50
Matthew D. Zinn	Partner		4.30	415.00	1,784.50
Lauren M. Tarpey	Associate I		85.80	330.00	28,314.00
Natasha Geiling	Law Clerk		6.00	155.00	930.00
Peter Daniels	Law Clerk		8.20	155.00	1,271.00
Christina Vieira da Rosa	Law Clerk		5.20	155.00	806.00

COSTS ADVANCED

05/31/2020	[REDACTED]	191.78
05/31/2020	[REDACTED]	10.50
<b>Total Costs Advanced thru 05/31/2020</b>		202.28

**AMOUNT OF CURRENT BILLING**

78,564.28

CREDITS TO ACCOUNT

06/08/2020	Payment received from City of Las Vegas	-28,350.23
06/17/2020	Payment received from City of Las Vegas	-50,532.22
	Credits and Payments - THANK YOU!	-78,882.45
<b>TOTAL DUE</b>		<b>\$78,564.28</b>

ATTY FEE MOT - 1298

22745

SHUTE, MIHALY  
& WEINBERGER LLP *MS*

396 HAYES STREET, SAN FRANCISCO, CA 94102  
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ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: Philip Byrnes  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE July 14, 2020  
SMW FILE LV.LOWIE  
SMW INVOICE 264480  
Page 1

RE: [REDACTED]

Previous Balance

\$78,564.28

SERVICES RENDERED

			<u>HOURS</u>	
06/01/2020	AWS	[REDACTED]	2.00	830.00
	PD		4.10	635.50
06/02/2020	AWS			
	LMT		2.40	996.00
			2.80	924.00
06/03/2020	AWS			
	LMT		4.00	1,660.00
			1.10	363.00

ATTY FEE MOT - 1299

22746

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE07/14/2020  
LV.LOWIE  
264480  
Page 2

		<u>HOURS</u>	
06/04/2020	AWS	2.00	830.00
	LMT	3.30	1,089.00
06/05/2020	AWS	0.80	332.00
	LMT	0.20	66.00
06/06/2020	AWS	1.20	498.00
06/08/2020	AWS	0.50	207.50
	LMT	0.90	297.00
06/09/2020	AWS	0.20	83.00
	LMT	1.60	528.00
06/10/2020	AWS	1.40	581.00
	LMT	1.50	495.00
06/11/2020	AWS	1.50	622.50
	LMT	0.90	297.00

ATTY FEE MOT - 1300

22747

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE07/14/2020  
LV.LOWIE  
264480  
Page 3HOURS

06/12/2020	AWS	[REDACTED]	0.10	41.50
06/15/2020	AWS	[REDACTED]	0.20	83.00
	LMT	[REDACTED]	0.60	198.00
06/16/2020	LMT	[REDACTED]	0.80	264.00
06/17/2020	AWS	[REDACTED]	0.40	166.00
	LMT	[REDACTED]	3.90	1,287.00
06/18/2020	AWS	[REDACTED]	1.50	622.50
	LMT	[REDACTED]	2.80	924.00
06/19/2020	AWS	[REDACTED]	0.20	83.00
	LMT	[REDACTED]	3.70	1,221.00
06/22/2020	AWS	[REDACTED]	0.10	41.50
	LMT	[REDACTED]	3.30	1,089.00
06/23/2020	AWS	[REDACTED]	1.20	498.00

ATTY FEE MOT - 1301

22748

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE07/14/2020  
LV.LOWIE  
264480  
Page 4

			<u>HOURS</u>	
	LMT	[REDACTED]	2.00	660.00
06/24/2020	AWS	[REDACTED]	0.20	83.00
	LMT	[REDACTED]	1.90	627.00
06/25/2020	AWS	[REDACTED]	1.40	581.00
	LMT	[REDACTED]	0.30	99.00
06/26/2020	AWS	[REDACTED]	0.60	249.00
	LMT	[REDACTED]	0.50	165.00
06/29/2020	AWS	[REDACTED]	0.10	41.50
	LMT	[REDACTED]	0.30	99.00
06/30/2020	AWS	[REDACTED]	0.20	83.00
	LMT	[REDACTED]	3.40	1,122.00
<b>Total for Services thru 06/30/2020</b>			62.10	21,662.50

Summary				
<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner	22.20	\$415.00	\$9,213.00
Lauren M. Tarpey	Associate I	35.80	330.00	11,814.00
Peter Daniels	Law Clerk	4.10	155.00	635.50

COSTS ADVANCED

06/30/2020	[REDACTED]	61.86
<b>Total Costs Advanced thru 06/30/2020</b>		61.86
<b>AMOUNT OF CURRENT BILLING</b>		21,724.36

ATTY FEE MOT - 1302

22749

ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE

07/14/2020  
LV.LOWIE  
264480  
Page 5

TOTAL DUE

\$100,288.64

AGED DUE AMOUNTS

<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>
06/24/2020	264219	78,564.28	<u>78,564.28</u>
			78,564.28

ATTY FEE MOT - 1303

22750

SHUTE, MIHALY  
& WEINBERGER LLP AWS

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ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: Philip Byrnes  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE August 11, 2020  
SMW FILE LV.LOWIE  
SMW INVOICE 264799  
Page 1

RE: [REDACTED]

Previous Balance

\$100,288.64

SERVICES RENDERED

			HOURS		
07/01/2020	LMT	[REDACTED]	4.30	1,419.00	
07/02/2020	LMT		2.70	891.00	
	AWS		0.20	83.00	
07/03/2020	AWS		0.30	124.50	
07/04/2020	AWS		0.10	41.50	
07/07/2020	AWS		0.30	124.50	
	LMT		1.10	363.00	
07/08/2020	LMT		5.10	1,683.00	

ATTY FEE MOT - 1304

22751

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: INVOICE DATE  
SMW FILE  
SMW INVOICE08/11/2020  
LV.LOWIE  
264799  
Page 2HOURS

	AWS		0.30	124.50
07/09/2020	LMT			
			3.10	1,023.00
	AWS			
			2.40	996.00
07/10/2020	LMT			
			5.10	1,683.00
07/12/2020	AWS			
			0.50	207.50
07/13/2020	AWS			
			1.90	788.50
	LMT			
			5.30	1,749.00
	AWS		0.10	41.50
07/14/2020	LMT		4.00	1,320.00
	AWS			
			1.00	415.00


ATTY FEE MOT - 1305

22752

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: INVOICE DATE  
SMW FILE  
SMW INVOICE08/11/2020  
LV.LOWIE  
264799  
Page 3HOURS

07/15/2020	AWS		0.70	290.50
	LMT		4.40	1,452.00
07/16/2020	AWS		0.10	41.50
07/17/2020	AWS		3.00	1,245.00
07/20/2020	AWS		0.40	166.00
	LMT		0.40	132.00
07/21/2020	AWS		0.80	332.00
	LMT		2.40	792.00
07/22/2020	AWS		0.30	124.50
07/23/2020	AWS		0.50	207.50
07/24/2020	AWS		0.20	83.00
07/26/2020	AWS		0.30	124.50
07/27/2020	AWS		0.30	124.50
07/29/2020	AWS		3.90	1,618.50

ATTY FEE MOT - 1306

22753

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

City of Las Vegas

RE: [REDACTED]

INVOICE DATE  
SMW FILE  
SMW INVOICE08/11/2020  
LV.LOWIE  
264799  
Page 4HOURS

07/30/2020 AWS [REDACTED]

1.10 456.50

Total for Services thru 07/31/2020

56.60 20,267.50

<u>Timekeeper</u>	<u>Title</u>	<u>Summary</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner		18.70	\$415.00	\$7,760.50
Lauren M. Tarpey	Associate I		37.90	330.00	12,507.00

COSTS ADVANCED

07/31/2020 [REDACTED]

156.61

Total Costs Advanced thru 07/31/2020

156.61

CONSULTANT SERVICES

06/15/2020 [REDACTED]

250.00

07/15/2020 [REDACTED]

5,742.50

07/20/2020 [REDACTED]

5,652.50

Total Consultant Services thru 07/31/2020

11,645.00

AMOUNT OF CURRENT BILLING

32,069.11

CREDITS TO ACCOUNT

07/27/2020

Payment received from City of Las Vegas

-78,564.28

08/11/2020

Payment received from City of Las Vegas

-21,724.36

Credits and Payments - THANK YOU!

-100,288.64

TOTAL DUE

\$32,069.11

ATTY FEE MOT - 1307

22754



PROVIDING QUALITY PROFESSIONAL  
SERVICES SINCE 1960

ANDREW SCHWARTZ  
SHUTE, MIHALY & WEINBERG LLP  
SAN FRANCISCO, CA 94102

Project 8041 [REDACTED]  
Professional Services from April 25, 2020 to May 29, 2020  
Additional Fees

[REDACTED] /PRINCIPAL @ 1 HR @ \$250/HR  
Total Additional Fees

June 15, 2020

Project No: 8041  
Invoice No: 21519

250.00	
<b>250.00</b>	<b>250.00</b>
<b>Total this Invoice</b>	<b>\$250.00</b>

LV. LOWIE  
JUL 24 2020 AWS>oke



PROVIDING QUALITY PROFESSIONAL  
SERVICES SINCE 1960

ANDREW SCHWARTZ  
SHUTE, MIHALY & WEINBERG LLP  
SAN FRANCISCO, CA 94102

Project 8041 [REDACTED]  
Professional Services from May 30, 2020 to June 26, 2020  
Additional Fees

[REDACTED] / PRINCIPAL @ 10.5 HR @ \$250/HR	2,625.00	
[REDACTED] / STAFF ENG @ 21.5 HRS @ \$145/HR	3,117.50	
<b>Total Additional Fees</b>	<b>5,742.50</b>	<b>5,742.50</b>
<b>Total this Invoice</b>		<b>\$5,742.50</b>

**Outstanding Invoices**

Number	Date	Balance
21519	6/15/2020	250.00
<b>Total</b>		<b>250.00</b>

Corporate Office 2727 South Rainbow Blvd, Las Vegas, NV 89146-5148 Office 702.873.7550 fax 702.362.2597 www.vtnnv.com

*consulting engineers • planners • surveyors*

**ATTY FEE MOT - 1309**

**22756**



PROVIDING QUALITY PROFESSIONAL  
SERVICES SINCE 1960

ANDREW SCHWARTZ  
SHUTE, MIHALY & WEINBERG LLP  
SAN FRANCISCO, CA 94102

Project 8041

Professional Services from June 27, 2020 to July 17, 2020

**Additional Fees**

[REDACTED] /PRINCIPAL @ 20 HR @ \$250/HR	5,000.00	
[REDACTED] /STAFF ENG @ 1.5 HRS@ \$145/HR	217.50	
[REDACTED] /STAFF ENG @ 3 HRS@ \$145/HR	435.00	
<b>Total Additional Fees</b>	<b>5,652.50</b>	<b>5,652.50</b>
<b>Total this Invoice</b>		<b>\$5,652.50</b>

**Outstanding Invoices**

Number	Date	Balance
21519	6/15/2020	250.00
21612	7/15/2020	5,742.50
<b>Total</b>		<b>5,992.50</b>

LV. LOWIE AWS-201A

JUL 24 2020

July 20, 2020

Project No: 8041

Invoice No: 21651

Corporate Office 2727 South Rainbow Blvd, Las Vegas, NV 89146-5148 Office 702.873.7550 fax 702.362.2597 www.vtnnv.com

*consulting engineers • planners • architects*

**ATTY FEE MOT - 1310**

**22757**

SHUTE, MIHALY  
& WEINBERGER LLP AWS

396 Hayes Street, San Francisco, CA 94102

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ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: S. Floyd  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE 09/30/2020

SMW FILE LV.LOWIE

SMW INVOICE 270266

Page 1

RE: [REDACTED]

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BY: .....

Previous Balance

\$53,793.47

SERVICES RENDERED

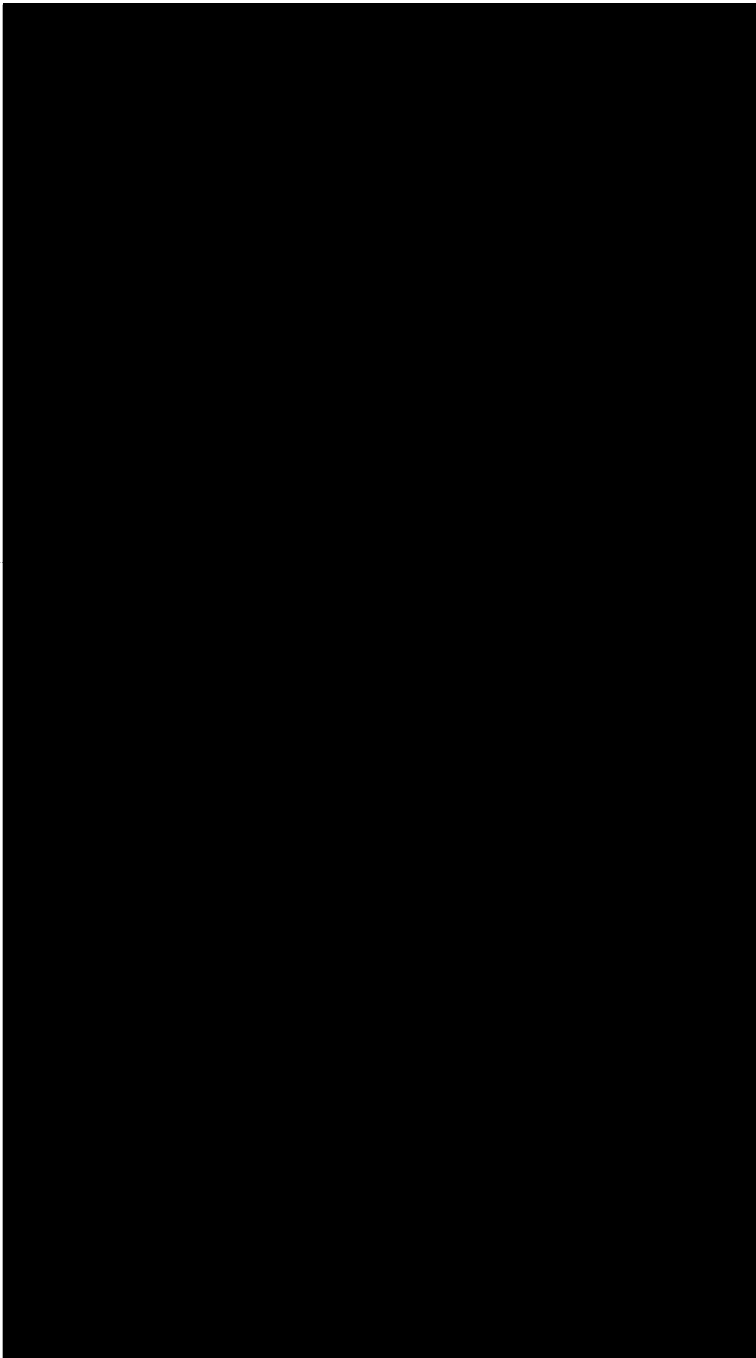
		<u>Hours</u>	
08/01/2020	AWS	0.20	\$83.00
08/03/2020	AWS	0.10	\$41.50
08/03/2020	LMT	0.30	\$99.00
08/04/2020	AWS	0.10	\$41.50
08/05/2020	AWS	1.10	\$456.50
08/05/2020	LMT	4.10	\$1,353.00
08/05/2020	PD	0.30	\$46.50
08/06/2020	AWS	0.20	\$83.00
08/06/2020	LMT	5.70	\$1,881.00

ATTY FEE MOT - 1311

22758

City of Las Vegas

RE: 

			<u>Hours</u>	
08/06/2020	PD		1.70	\$263.50
08/07/2020	AWS		0.40	\$166.00
08/07/2020	LMT		5.00	\$1,650.00
08/07/2020	PD		5.80	\$899.00
08/09/2020	AWS		2.30	\$954.50
08/09/2020	LMT		0.80	\$264.00
08/10/2020	AWS		3.10	\$1,286.50
08/10/2020	LMT		1.60	\$528.00
08/11/2020	AWS		2.80	\$1,162.00
08/11/2020	LMT		1.90	\$627.00
08/12/2020	AWS		1.00	\$415.00
08/12/2020	LMT		6.90	\$2,277.00
08/13/2020	AWS		1.60	\$664.00
08/13/2020	LMT		1.00	\$330.00

ATTY FEE MOT - 1312

22759

City of Las Vegas

RE: [REDACTED]

			<u>Hours</u>	
08/13/2020	RG	[REDACTED]	0.10	\$15.50
08/14/2020	AWS	[REDACTED]	0.70	\$290.50
08/14/2020	LMT	[REDACTED]	5.40	\$1,782.00
08/15/2020	AWS	[REDACTED]	7.70	\$3,195.50
08/15/2020	LMT	[REDACTED]	3.00	\$990.00
08/16/2020	LMT	[REDACTED]	3.10	\$1,023.00
08/17/2020	AWS	[REDACTED]	1.70	\$705.50
08/17/2020	AWS	[REDACTED]	0.80	\$332.00
08/17/2020	AWS	[REDACTED]	0.20	\$83.00
08/17/2020	LMT	[REDACTED]	9.00	\$2,970.00
08/17/2020	RG	[REDACTED]	7.10	\$1,100.50
08/18/2020	AWS	[REDACTED]	6.00	\$2,490.00
08/18/2020	LMT	[REDACTED]	13.20	\$4,356.00
08/19/2020	AWS	[REDACTED]	1.30	\$539.50
08/19/2020	LMT	[REDACTED]	0.70	N/C
08/20/2020	AWS	[REDACTED]	0.30	\$124.50
08/20/2020	LMT	[REDACTED]	0.40	\$132.00
08/21/2020	LMT	[REDACTED]	8.70	\$2,871.00
08/22/2020	AWS	[REDACTED]	0.10	\$41.50
08/23/2020	AWS	[REDACTED]	1.40	\$581.00

ATTY FEE MOT - 1313

22760

City of Las Vegas

RE: [REDACTED]

			<u>Hours</u>	
08/23/2020	LMT	[REDACTED]	0.40	\$132.00
08/24/2020	AWS	[REDACTED]	3.20	\$1,328.00
08/24/2020	LMT	[REDACTED]	7.20	\$2,376.00
08/25/2020	AWS	[REDACTED]	3.50	\$1,452.50
08/25/2020	LMT	[REDACTED]	6.90	\$2,277.00
08/26/2020	AWS	[REDACTED]	3.50	\$1,452.50
08/26/2020	AWS	[REDACTED]	1.70	\$705.50
08/26/2020	LMT	[REDACTED]	5.70	\$1,881.00
08/27/2020	EB	[REDACTED]	5.40	\$837.00
08/27/2020	LMT	[REDACTED]	5.40	\$1,782.00
08/28/2020	LMT	[REDACTED]	2.10	\$693.00
08/29/2020	AWS	[REDACTED]	0.30	\$124.50
08/29/2020	LMT	[REDACTED]	3.40	\$1,122.00
08/30/2020	AWS	[REDACTED]	0.10	\$41.50
08/31/2020	AWS	[REDACTED]	2.80	\$1,162.00

ATTY FEE MOT - 1314

22761

			<u>Hours</u>	
08/31/2020	LMT	[REDACTED]	4.60	\$1,518.00
<b>Total for Services thru 08/31/2020</b>			<u>175.10</u>	<u>\$58,079.00</u>

## Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner	48.20	\$415	\$20,003.00
Lauren M. Tarpey	Associate I	105.80	\$330	\$34,914.00
Lauren M. Tarpey	Associate I	0.70	N/C	\$0.00
Erin Barlow	Law Clerk	5.40	\$155	\$837.00
Peter Daniels	Law Clerk	7.80	\$155	\$1,209.00
Ryan Gallagher	Law Clerk	7.20	\$155	\$1,116.00

COSTS ADVANCED

08/31/2020	[REDACTED]	\$300.51
<b>Total Costs Advanced thru 08/31/2020</b>		<u>\$300.51</u>

## AMOUNT OF CURRENT BILLING

\$58,379.51

CREDITS TO ACCOUNT

08/11/2020	Payment - Thank you, Check # 391	-\$21,724.36
09/28/2020	Payment - Thank you, Check # 130192293	-\$32,069.11

## TOTAL DUE

\$58,379.51

ATTY FEE MOT - 1315

22762

SHUTE, MIHALY  
& WEINBERGER LLP AWS

396 Hayes Street, San Francisco, CA 94102  
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ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: S. Floyd  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE 10/28/2020  
SMW FILE LV.LOWIE  
SMW INVOICE 270590  
Page 1

RE: [REDACTED]

Previous Balance \$0.00

SERVICES RENDERED

		<u>Hours</u>	
08/21/2020	MA	6.50	\$1,007.50
09/01/2020	AWS	0.30	\$124.50
09/01/2020	LMT	6.00	\$1,980.00
09/02/2020	AWS	1.00	\$415.00
09/02/2020	LMT	3.20	\$1,056.00
09/03/2020	AWS	0.70	\$290.50
09/03/2020	LMT	0.60	\$198.00
09/04/2020	AWS	0.50	\$207.50

ATTY FEE MOT - 1316

22763

City of Las Vegas

RE: 

			<u>Hours</u>	
09/07/2020	AWS		2.30	\$954.50
09/08/2020	AWS		1.20	\$498.00
09/08/2020	LMT		2.50	\$825.00
09/09/2020	AWS		2.80	\$1,162.00
09/09/2020	LMT		1.70	N/C
09/10/2020	AWS		2.80	\$1,162.00
09/11/2020	AWS		3.80	\$1,577.00
09/12/2020	AWS		4.40	\$1,826.00
09/13/2020	AWS		0.70	\$290.50
09/14/2020	AWS		0.70	\$290.50
09/14/2020	LMT		3.70	\$1,221.00
09/15/2020	AWS		0.70	\$290.50
09/16/2020	AWS	7.10	\$2,946.50	

ATTY FEE MOT - 1317

22764

			<u>Hours</u>	
09/16/2020	LMT		5.50	\$1,815.00
09/17/2020	AWS		4.50	\$1,867.50
09/17/2020	LMT		2.00	\$660.00
09/18/2020	AWS		0.30	\$124.50
09/21/2020	AWS		2.10	\$871.50
09/21/2020	LMT		2.20	\$726.00
09/22/2020	AWS		4.30	\$1,784.50
09/22/2020	LMT		0.50	\$165.00
09/23/2020	AWS		2.10	\$871.50
09/23/2020	LMT		0.70	\$231.00
09/24/2020	AWS		0.30	\$124.50
09/24/2020	LMT		0.80	\$264.00
09/25/2020	AWS		0.30	\$124.50
09/25/2020	LMT		0.50	\$165.00

ATTY FEE MOT - 1318

22765

			<u>Hours</u>	
09/26/2020	AWS	[REDACTED]	0.40	\$166.00
09/28/2020	AWS	[REDACTED]	1.10	\$456.50
09/28/2020	LMT	[REDACTED]	1.80	\$594.00
09/29/2020	AWS	[REDACTED]	1.50	\$622.50
09/29/2020	LMT	[REDACTED]	0.30	\$99.00
09/30/2020	AWS	[REDACTED]	1.60	\$664.00
09/30/2020	AWS	[REDACTED]	0.20	\$83.00
09/30/2020	LMT	[REDACTED]	0.30	\$99.00
<b>Total for Services thru 09/30/2020</b>			<b>86.50</b>	<b>\$30,901.00</b>

## Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner	47.70	\$415	\$19,795.50
Lauren M. Tarpey	Associate I	30.60	\$330	\$10,098.00
Lauren M. Tarpey	Associate I	1.70	N/C	\$0.00
Mina Arasteh	Law Clerk	6.50	\$155	\$1,007.50

COSTS ADVANCED

09/30/2020	[REDACTED]	\$0.60
09/30/2020	[REDACTED]	\$38.49
<b>Total Costs Advanced thru 09/30/2020</b>		<b>\$39.09</b>

ATTY FEE MOT - 1319

22766

ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

INVOICE DATE

10/28/2020

SMW FILE

LV.LOWIE

SMW INVOICE

270590

City of Las Vegas

RE: [REDACTED]

Page 5

AMOUNT OF CURRENT BILLING

\$30,940.09

CREDITS TO ACCOUNT

10/26/2020

Payment - Thank you, Check # 130193643

-\$58,379.51

TOTAL DUE

\$30,940.09

ATTY FEE MOT - 1320

22767

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Las Vegas, NV 89101

INVOICE DATE 11/23/2020

SMW FILE LV.LOWIE

SMW INVOICE 270780

Page 1

RE: [REDACTED]

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Previous Balance

\$30,940.09

SERVICES RENDERED

			Hours	
10/01/2020	AWS	[REDACTED]	1.10	\$456.50
10/01/2020	LMT		0.50	\$175.00
10/02/2020	AWS		3.20	\$1,328.00
10/02/2020	LMT		0.50	\$175.00
10/05/2020	AWS		1.10	\$456.50
10/05/2020	LMT		3.50	\$1,225.00
10/06/2020	AWS		0.40	\$166.00
10/06/2020	LMT		0.20	\$70.00

ATTY FEE MOT - 1321

22768

City of Las Vegas

RE: [REDACTED]

			<u>Hours</u>	
10/07/2020	AWS	[REDACTED]	4.00	\$1,660.00
10/07/2020	LY	[REDACTED]	1.10	\$170.50
10/08/2020	AWS	[REDACTED]	0.40	\$166.00
10/08/2020	LY	[REDACTED]	0.50	\$77.50
10/09/2020	AWS	[REDACTED]	2.60	\$1,079.00
10/09/2020	LY	[REDACTED]	3.60	\$558.00
10/12/2020	AWS	[REDACTED]	1.60	\$664.00
10/13/2020	AWS	[REDACTED]	1.70	\$705.50
10/13/2020	LMT	[REDACTED]	0.40	\$140.00
10/14/2020	AWS	[REDACTED]	0.40	\$166.00
10/14/2020	LMT	[REDACTED]	1.20	\$420.00
10/14/2020	LY	[REDACTED]	3.00	\$465.00
10/15/2020	LMT	[REDACTED]	1.20	\$420.00
10/19/2020	AWS	[REDACTED]	2.10	\$871.50
10/19/2020	LMT	[REDACTED]	1.00	\$350.00
10/20/2020	AWS	[REDACTED]	0.20	\$83.00
10/20/2020	LMT	[REDACTED]	0.70	\$245.00
10/21/2020	AWS	[REDACTED]	1.30	\$539.50
10/21/2020	LMT	[REDACTED]	0.50	\$175.00
10/21/2020	LY	[REDACTED]	2.00	\$310.00

ATTY FEE MOT - 1322

22769

City of Las Vegas

RE: [REDACTED]

			Hours	
10/22/2020	AWS		2.10	\$871.50
10/22/2020	LMT		3.80	\$1,330.00
10/22/2020	LY		1.20	\$186.00
10/23/2020	AWS		0.40	\$166.00
10/23/2020	LMT		1.10	\$385.00
10/26/2020	AWS		0.20	\$83.00
10/27/2020	AWS		0.30	\$124.50
10/27/2020	LMT		0.00	N/C
10/28/2020	AWS		0.20	\$83.00
10/29/2020	AWS		0.10	\$41.50
10/30/2020	AWS		0.10	\$41.50
Total for Services thru 10/31/2020			49.50	\$16,629.50

## Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner	23.50	\$415	\$9,752.50
Lauren M. Tarpey	Associate II	14.60	\$350	\$5,110.00
Lauren M. Tarpey	Associate II	0.00	N/C	\$0.00
Lowry Yankwich	Law Clerk	11.40	\$155	\$1,767.00

COSTS ADVANCED

10/05/2020	[REDACTED]	\$550.00
10/05/2020	[REDACTED]	\$550.00

ATTY FEE MOT - 1323

22770

City of Las Vegas

RE: [REDACTED]

COSTS ADVANCED

10/30/2020

[REDACTED]  
Total Costs Advanced thru 10/31/2020\$123.58  
\$1,223.58

AMOUNT OF CURRENT BILLING

\$17,853.08

TOTAL DUE

\$48,793.17

ATTY FEE MOT - 1324

22771

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INVOICE DATE 12/14/2020  
SMW FILE LV.LOWIE  
SMW INVOICE 271233  
Page 1

RE: [REDACTED]

Previous Balance

\$48,793.17

SERVICES RENDERED

			<u>Hours</u>	
11/01/2020	AWS	[REDACTED]	0.30	\$124.50
11/02/2020	AWS		1.30	\$539.50
11/02/2020	LMT		0.60	\$210.00
11/03/2020	AWS		0.40	\$166.00
11/03/2020	LMT		2.30	\$805.00
11/04/2020	AWS		1.90	\$788.50
11/04/2020	LMT		3.90	\$1,365.00

ATTY FEE MOT - 1325

22772

City of Las Vegas

RE: [REDACTED]

			Hours	
11/05/2020	AWS	[REDACTED]	2.90	\$1,203.50
11/05/2020	AWS	[REDACTED]	2.10	\$871.50
11/05/2020	LMT	[REDACTED]	4.80	\$1,680.00
11/05/2020	LY	[REDACTED]	1.40	\$217.00
11/06/2020	AWS	[REDACTED]	2.20	\$913.00
11/06/2020	AWS	[REDACTED]	4.20	\$1,743.00
11/06/2020	LMT	[REDACTED]	2.00	\$700.00
11/07/2020	LMT	[REDACTED]	4.00	\$1,400.00
11/08/2020	AWS	[REDACTED]	6.20	\$2,573.00
11/08/2020	LMT	[REDACTED]	2.90	\$1,015.00
11/09/2020	AWS	[REDACTED]	2.80	\$1,162.00
11/09/2020	LMT	[REDACTED]	8.70	\$3,045.00
11/10/2020	AWS	[REDACTED]	0.20	\$83.00
11/10/2020	AWS	[REDACTED]	0.20	\$83.00
11/10/2020	LMT	[REDACTED]	0.50	N/C
11/11/2020	AWS	[REDACTED]	0.70	\$290.50
11/11/2020	LMT	[REDACTED]	0.20	N/C
11/12/2020	AWS	[REDACTED]	0.70	\$290.50

ATTY FEE MOT - 1326

22773

City of Las Vegas  
RE: [REDACTED]

			<u>Hours</u>	
11/12/2020	AWS	<div style="background-color: black; width: 100%; height: 100%; min-height: 600px;"></div>	0.40	\$166.00
11/12/2020	LMT		0.40	\$140.00
11/13/2020	LMT		0.50	\$175.00
11/14/2020	AWS		1.90	\$788.50
11/16/2020	AWS		0.80	\$332.00
11/16/2020	LMT		1.40	\$490.00
11/17/2020	AWS		5.30	\$2,199.50
11/17/2020	LMT		0.50	\$175.00
11/18/2020	AWS		3.60	\$1,494.00
11/18/2020	LMT		1.60	\$560.00
11/19/2020	AWS		0.30	\$124.50
11/20/2020	AWS		0.10	\$41.50
11/20/2020	LMT		2.30	\$805.00
11/21/2020	AWS		3.70	\$1,535.50
11/22/2020	AWS		8.40	\$3,486.00
11/23/2020	AWS		0.40	\$166.00
11/23/2020	LMT		6.60	\$2,310.00

ATTY FEE MOT - 1327

22774

City of Las Vegas

RE: [REDACTED]

			<u>Hours</u>	
11/24/2020	AWS	[REDACTED]	1.00	\$415.00
11/24/2020	LMT	[REDACTED]	2.90	\$1,015.00
11/25/2020	AWS	[REDACTED]	2.70	\$1,120.50
11/27/2020	AWS	[REDACTED]	2.50	\$1,037.50
11/29/2020	AWS	[REDACTED]	0.40	\$166.00
11/30/2020	AWS	[REDACTED]	8.80	\$3,652.00
11/30/2020	AWS	[REDACTED]	0.40	\$166.00
11/30/2020	LMT	[REDACTED]	8.10	\$2,835.00
<b>Total for Services thru 11/30/2020</b>			<b>122.40</b>	<b>\$46,664.00</b>

## Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner	66.80	\$415	\$27,722.00
Lauren M. Tarpey	Associate II	53.50	\$350	\$18,725.00
Lauren M. Tarpey	Associate II	0.70	N/C	\$0.00
Lowry Yankwich	Law Clerk	1.40	\$155	\$217.00

COSTS ADVANCED

11/18/2020	[REDACTED]	\$500.00
11/18/2020	[REDACTED]	\$500.00
11/18/2020	[REDACTED]	\$18.23
11/30/2020	[REDACTED]	\$117.74
<b>Total Costs Advanced thru 11/30/2020</b>		<b>\$1,135.97</b>

ATTY FEE MOT - 1328

22775

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INVOICE DATE  
SMW FILE  
SMW INVOICE

12/14/2020  
LV.LOWIE  
271233  
Page 5

City of Las Vegas

RE: [REDACTED]

**AMOUNT OF CURRENT BILLING**

\$47,799.97

**CREDITS TO ACCOUNT**

11/30/2020

Payment - Thank you, Check # 130194760

-\$30,940.09

**TOTAL DUE**

\$65,653.05

**ATTY FEE MOT - 1329**

**22776**

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INVOICE DATE 01/14/2021  
SMW FILE LV.LOWIE  
SMW INVOICE 271556  
Page 1

RE: [REDACTED]

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BY: .....

Previous Balance

\$65,653.05

SERVICES RENDERED

		Hours	
12/01/2020	AWS	0.10	\$41.50
12/01/2020	LMT	2.00	\$700.00
12/02/2020	AWS	4.30	\$1,784.50
12/02/2020	LMT	6.00	\$2,100.00
12/03/2020	AWS	6.50	\$2,697.50
12/03/2020	LMT	5.50	\$1,925.00
12/04/2020	AWS	5.70	\$2,365.50

ATTY FEE MOT - 1330

22777

City of Las Vegas

RE: 

		<u>Hours</u>	
12/04/2020	LMT	5.80	\$2,030.00
12/05/2020	AWS	6.10	\$2,531.50
12/05/2020	LMT	1.70	\$595.00
12/06/2020	AWS	10.10	\$4,191.50
12/06/2020	LMT	6.90	\$2,415.00
12/07/2020	AWS	6.90	\$2,863.50
12/07/2020	LMT	8.70	\$3,045.00
12/08/2020	AWS	8.40	\$3,486.00
12/08/2020	LMT	10.20	\$3,570.00
12/08/2020	MER	5.60	\$1,260.00
12/09/2020	AWS	6.50	\$2,697.50
12/09/2020	LMT	11.00	\$3,850.00
12/09/2020	MER	2.20	\$495.00
12/10/2020	AWS	0.10	\$41.50
12/11/2020	AWS	0.30	\$124.50

ATTY FEE MOT - 1331

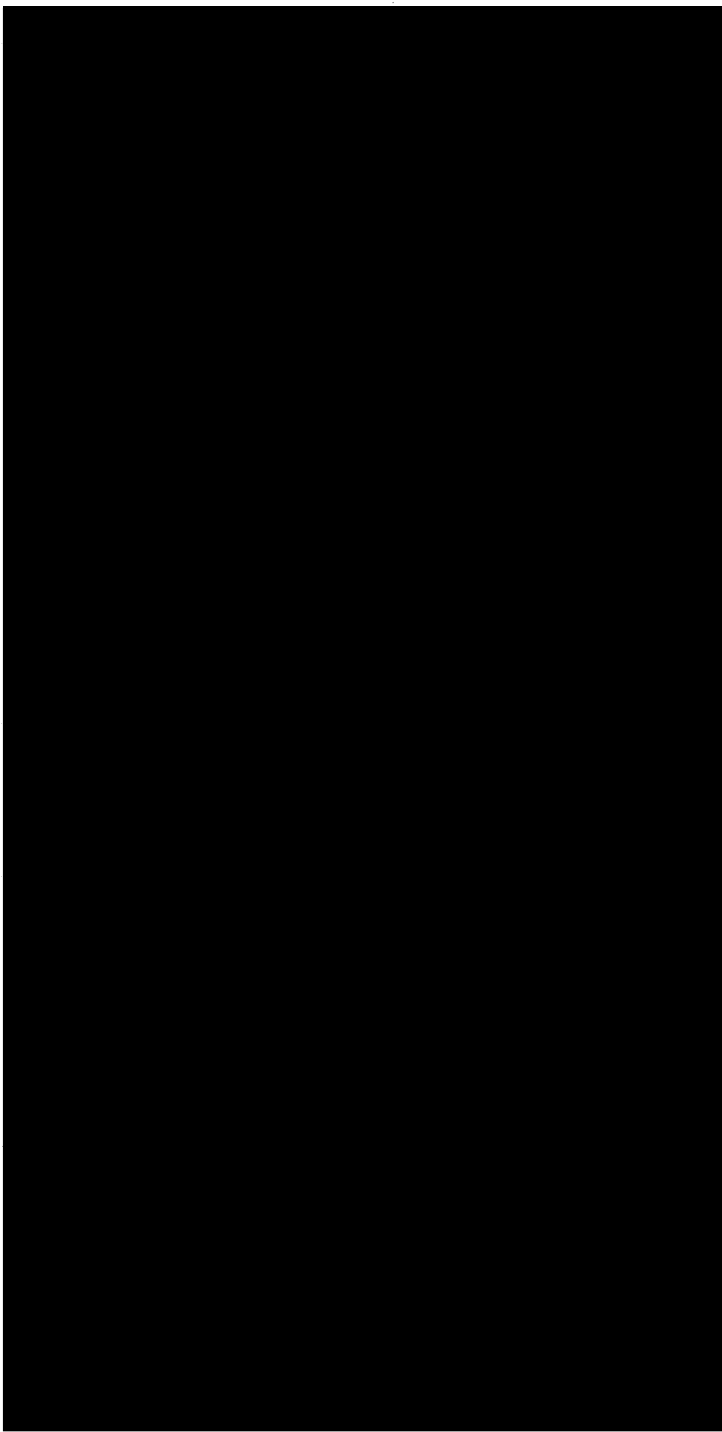
22778

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

INVOICE DATE  
SMW FILE  
SMW INVOICE01/14/2021  
LV.LOWIE  
271556  
Page 3

City of Las Vegas

RE: 

			<u>Hours</u>	
12/12/2020	AWS		0.10	\$41.50
12/13/2020	AWS		0.10	\$41.50
12/14/2020	AWS		9.40	\$3,901.00
12/14/2020	LMT		0.10	\$35.00
12/15/2020	AWS		2.30	\$954.50
12/15/2020	LMT		1.30	\$455.00
12/16/2020	AWS		8.10	\$3,361.50
12/16/2020	LMT		0.10	\$35.00
12/16/2020	SML		1.20	\$396.00
12/17/2020	LMT		0.40	\$140.00
12/18/2020	AWS		2.50	\$1,037.50
12/18/2020	SML		3.10	\$1,023.00
12/19/2020	AWS		8.40	\$3,486.00
12/20/2020	AWS		8.50	\$3,527.50
12/21/2020	AWS		1.40	\$581.00
12/21/2020	LMT		2.30	\$805.00
12/22/2020	AWS		2.00	\$830.00
12/22/2020	LMT		1.00	\$350.00
12/22/2020	SML		0.20	\$66.00
12/23/2020	AWS		1.50	\$622.50

ATTY FEE MOT - 1332

22779

City of Las Vegas  
RE: [REDACTED]

			<u>Hours</u>	
12/23/2020	LMT	[REDACTED]	1.50	\$525.00
12/30/2020	AWS	[REDACTED]	1.10	\$456.50
12/31/2020	AWS	[REDACTED]	0.10	\$41.50
<b>Total for Services thru 12/31/2020</b>			<u>177.30</u>	<u>\$67,522.50</u>

## Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner	100.50	\$415	\$41,707.50
Lauren M. Tarpey	Associate II	64.50	\$350	\$22,575.00
Sarah M. Lucey	Associate I	4.50	\$330	\$1,485.00
Maurene E. Ryan	Paralegal	7.80	\$225	\$1,755.00

COSTS ADVANCED

09/24/2020	[REDACTED]	\$25.63
10/23/2020	[REDACTED]	\$25.63
12/31/2020	[REDACTED]	<u>\$287.38</u>
<b>Total Costs Advanced thru 12/31/2020</b>		<u>\$338.64</u>

## AMOUNT OF CURRENT BILLING

\$67,861.14

CREDITS TO ACCOUNT

12/21/2020	Payment - Thank you, Check # 130195760	-\$17,853.08
01/11/2021	Payment - Thank you, Check # 130196563	-\$47,799.97

**TOTAL DUE**\$67,861.14

ATTY FEE MOT - 1333

22780

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INVOICE DATE 02/19/2021  
SMW FILE LV.LOWIE  
SMW INVOICE 271897  
Page 1

RE: [REDACTED]

Previous Balance

\$67,861.14

SERVICES RENDERED

		<u>Hours</u>	
01/04/2021	AWS	0.70	\$294.00
01/04/2021	LMT	0.60	\$213.00
01/04/2021	SML	1.70	\$569.50
01/05/2021	AWS	0.10	\$42.00
01/05/2021	LMT	0.10	\$35.50
01/06/2021	AWS	0.20	\$84.00
01/07/2021	AWS	0.50	\$210.00
01/07/2021	LMT	2.70	\$958.50
01/08/2021	AWS	2.10	\$882.00
01/08/2021	LMT	2.00	\$710.00

ATTY FEE MOT - 1334  
22781

		<u>Hours</u>	
01/09/2021	AWS	2.40	\$1,008.00
01/10/2021	AWS	4.80	\$2,016.00
01/11/2021	AWS	2.50	\$1,050.00
01/11/2021	LMT	0.30	\$106.50
01/12/2021	AWS	1.50	\$630.00
01/12/2021	LMT	0.80	\$284.00
01/13/2021	AWS	0.50	\$210.00
01/14/2021	AWS	0.10	\$42.00
01/15/2021	AWS	0.20	\$84.00
01/19/2021	AWS	0.20	\$84.00
01/20/2021	LMT	0.20	\$71.00
01/21/2021	LMT	0.10	\$35.50
01/26/2021	LMT	1.40	N/C
01/26/2021	SML	0.30	\$100.50
01/27/2021	AWS	1.40	\$588.00
01/27/2021	LMT	1.00	\$355.00
01/28/2021	AWS	0.90	\$378.00

ATTY FEE MOT - 1335

22782

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

INVOICE DATE

02/19/2021

SMW FILE

LV.LOWIE

City of Las Vegas

SMW INVOICE

271897

RE: [REDACTED]

Page 3

			<u>Hours</u>	
01/28/2021	LMT	[REDACTED]	2.20	\$781.00
01/29/2021	AWS	[REDACTED]	0.40	\$168.00
01/29/2021	LMT	[REDACTED]	0.80	\$284.00
<b>Total for Services thru 01/31/2021</b>			<u>32.70</u>	<u>\$12,274.00</u>

## Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner	18.50	\$420	\$7,770.00
Lauren M. Tarpey	Associate II	10.80	\$355	\$3,834.00
Lauren M. Tarpey	Associate II	1.40	N/C	\$0.00
Sarah M. Lucey	Associate I	2.00	\$335	\$670.00

COSTS ADVANCED

01/31/2021	[REDACTED]	<u>\$25.62</u>
<b>Total Costs Advanced thru 01/31/2021</b>		<u>\$25.62</u>

## AMOUNT OF CURRENT BILLING

\$12,299.62

CREDITS TO ACCOUNT

02/10/2021	Payment - Thank you, Check # 130197696	<u>-\$67,861.14</u>
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**TOTAL DUE**\$12,299.62

ATTY FEE MOT - 1336

22783

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& WEINBERGER LLP *MS*

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APR 5 2021

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Las Vegas, NV 89101

INVOICE DATE 03/29/2021  
SMW FILE LV.LOWIE  
SMW INVOICE 272219  
Page 1

RE: [REDACTED]

Previous Balance

\$12,299.62

SERVICES RENDERED

			<u>Hours</u>	
02/01/2021	AWS	[REDACTED]	0.10	\$42.00
02/02/2021	AWS		0.10	\$42.00
02/02/2021	LMT		3.90	\$1,384.50
02/03/2021	AWS		0.90	\$378.00
02/03/2021	LMT		4.20	\$1,491.00
02/04/2021	AWS		0.20	\$84.00
02/04/2021	LMT		1.00	\$355.00
02/05/2021	AWS		0.70	\$294.00

ATTY FEE MOT - 1337

22784

City of Las Vegas

RE: 

		<u>Hours</u>	
02/05/2021	LMT	2.70	\$958.50
02/06/2021	AWS	3.70	\$1,554.00
02/07/2021	AWS	2.10	\$882.00
02/08/2021	AWS	2.00	\$840.00
02/08/2021	LMT	3.20	\$1,136.00
02/09/2021	AWS	6.20	\$2,604.00
02/09/2021	LMT	5.20	\$1,846.00
02/10/2021	AWS	7.00	\$2,940.00
02/10/2021	LMT	5.70	\$2,023.50
02/11/2021	AWS	1.30	\$546.00
02/11/2021	LMT	8.70	\$3,088.50
02/12/2021	AWS	1.70	\$714.00
02/12/2021	AWS	0.10	\$42.00
02/12/2021	LMT	4.50	\$1,597.50
02/15/2021	AWS	0.10	\$42.00

ATTY FEE MOT - 1338

22785

			<u>Hours</u>	
02/16/2021	AWS	[REDACTED]	3.70	\$1,554.00
02/16/2021	LMT	[REDACTED]	0.50	\$177.50
02/17/2021	AWS	[REDACTED]	2.80	\$1,176.00
02/17/2021	LMT	[REDACTED]	0.20	\$71.00
02/18/2021	AWS	[REDACTED]	0.20	\$84.00
02/18/2021	LMT	[REDACTED]	0.30	\$106.50
02/19/2021	AWS	[REDACTED]	0.30	\$126.00
02/20/2021	AWS	[REDACTED]	2.30	\$966.00
02/21/2021	AWS	[REDACTED]	3.60	\$1,512.00
02/22/2021	AWS	[REDACTED]	5.30	\$2,226.00
02/22/2021	LMT	[REDACTED]	3.10	\$1,100.50
02/23/2021	AWS	[REDACTED]	3.60	\$1,512.00
02/23/2021	LMT	[REDACTED]	1.20	\$426.00
02/24/2021	AWS	[REDACTED]	6.10	\$2,562.00

ATTY FEE MOT - 1339

22786

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

INVOICE DATE  
SMW FILE  
SMW INVOICE03/29/2021  
LV.LOWIE  
272219  
Page 4

City of Las Vegas

RE: [REDACTED]

			<u>Hours</u>	
02/24/2021	KC	[REDACTED]	2.50	\$400.00
02/24/2021	LMT	[REDACTED]	4.30	\$1,526.50
02/25/2021	AWS	[REDACTED]	0.40	\$168.00
02/26/2021	AWS	[REDACTED]	2.10	\$882.00
<b>Total for Services thru 02/28/2021</b>			<b>107.80</b>	<b>\$41,460.50</b>

## Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner	56.60	\$420	\$23,772.00
Lauren M. Tarpey	Associate II	48.70	\$355	\$17,288.50
Kelly Chang	Law Clerk	2.50	\$160	\$400.00

COSTS ADVANCED

02/12/2021	[REDACTED]	\$500.00
02/12/2021	[REDACTED]	\$500.00
02/28/2021	[REDACTED]	\$199.92
02/26/2021	[REDACTED]	\$45.10
<b>Total Costs Advanced thru 02/28/2021</b>		<b>\$1,245.02</b>

## AMOUNT OF CURRENT BILLING

\$42,705.52

CREDITS TO ACCOUNT

03/17/2021	Payment - Thank you, Check # 130199734	-\$12,299.62
<b>TOTAL DUE</b>		<b>\$42,705.52</b>

ATTY FEE MOT - 1340

22787

SHUTE, MIHALY  
& WEINBERGER LLP *AW*

396 Hayes Street, San Francisco, CA 94102  
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ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: P. Byrnes  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE 04/23/2021  
SMW FILE LV.LOWIE  
SMW INVOICE 272548  
Page 1

RE: [REDACTED]

Previous Balance

\$42,705.52

SERVICES RENDERED

			<u>Hours</u>	
03/01/2021	AWS	[REDACTED]	0.30	\$126.00
03/02/2021	AWS		5.30	\$2,226.00
03/02/2021	LMT		0.60	\$213.00
03/03/2021	AWS		1.20	\$504.00
03/03/2021	LMT		0.10	\$35.50
03/04/2021	AWS		1.50	\$630.00
03/05/2021	AWS		0.20	\$84.00


ATTY FEE MOT - 1341

22788

				Hours	
03/09/2021	AWS	[REDACTED]		0.30	\$126.00
03/09/2021	LMT			0.20	\$71.00
03/10/2021	AWS			2.30	\$966.00
03/10/2021	LMT			0.30	\$106.50
03/11/2021	AWS			4.50	\$1,890.00
03/11/2021	LMT			3.00	\$1,065.00
03/12/2021	AWS			0.90	\$378.00
03/12/2021	LMT			0.50	\$177.50
03/14/2021	AWS			3.70	\$1,554.00
03/15/2021	AWS			2.70	\$1,134.00
03/15/2021	LMT			3.90	\$1,384.50
03/16/2021	AWS			3.20	\$1,344.00
03/16/2021	LMT			1.30	\$461.50
03/16/2021	SML			2.90	\$971.50

ATTY FEE MOT - 1342

22789

City of Las Vegas  
RE: 

			<u>Hours</u>	
03/17/2021	AWS		6.20	\$2,604.00
03/17/2021	LMT		1.30	\$461.50
03/17/2021	SML		3.40	\$1,139.00
03/18/2021	AWS		8.00	\$3,360.00
03/18/2021	SML		2.90	\$971.50
03/19/2021	AWS		1.10	\$462.00
03/19/2021	LMT		1.90	N/C
03/20/2021	LMT		1.40	\$497.00
03/21/2021	AWS		3.10	\$1,302.00
03/22/2021	AWS		4.00	\$1,680.00
03/22/2021	LMT		0.50	\$177.50
03/22/2021	SML		0.30	\$100.50
03/23/2021	AWS		3.10	\$1,302.00
03/24/2021	AWS		0.80	\$336.00

ATTY FEE MOT - 1343

22790

City of Las Vegas

RE: [REDACTED]

			<u>Hours</u>	
03/25/2021	AWS		2.10	\$882.00
03/26/2021	AWS		0.90	\$378.00
03/27/2021	AWS		1.50	\$630.00
03/28/2021	AWS		0.10	\$42.00
03/29/2021	AWS		1.10	\$462.00
03/29/2021	SML		1.10	\$368.50
03/30/2021	AWS		1.50	\$630.00
03/30/2021	SML		1.90	\$636.50
03/31/2021	AWS		0.90	\$378.00
03/31/2021	SML		5.20	\$1,742.00
Total for Services thru 03/31/2021			93.20	\$35,990.00

## Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner	60.50	\$420	\$25,410.00
Lauren M. Tarpey	Associate II	13.10	\$355	\$4,650.50
Lauren M. Tarpey	Associate II	1.90	N/C	\$0.00
Sarah M. Lucey	Associate I	17.70	\$335	\$5,929.50

COSTS ADVANCED

03/01/2021	[REDACTED]	\$42.73
<b>Total Costs Advanced thru 03/31/2021</b>		<u>\$42.73</u>

ATTY FEE MOT - 1344

22791

City of Las Vegas

RE: [REDACTED]

AMOUNT OF CURRENT BILLING

\$36,032.73

TOTAL DUE

\$78,738.25

AGED AMOUNTS DUE

<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>
03/29/2021	272219	\$42,705.52	\$42,705.52
			<u>\$42,705.52</u>

ATTY FEE MOT - 1345

22792

SHUTE, MIHALY  
& WEINBERGER LLP *AMS*

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JUN 1 2021

ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: P. Byrnes  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE 05/24/2021  
SMW FILE LV.LOWIE  
SMW INVOICE 272835  
Page 1

RE [REDACTED]

Previous Balance

\$78,738.25

SERVICES RENDERED

		<u>Hours</u>	
04/01/2021	AWS	1.90	\$798.00
04/01/2021	LMT	4.20	\$1,491.00
04/01/2021	SML	4.90	\$1,641.50
04/02/2021	AWS	0.10	\$42.00
04/02/2021	LMT	2.30	\$816.50
04/02/2021	SML	6.60	\$2,211.00
04/03/2021	AWS	4.70	\$1,974.00
04/04/2021	SML	2.40	\$804.00

ATTY FEE MOT - 1346

22793

City of Las Vegas

RE: [REDACTED]

			<u>Hours</u>	
04/05/2021	AWS	[REDACTED]	5.10	\$2,142.00
04/05/2021	LMT	[REDACTED]	6.80	\$2,414.00
04/05/2021	SML	[REDACTED]	4.50	\$1,507.50
04/06/2021	AWS	[REDACTED]	3.40	\$1,428.00
04/06/2021	LMT	[REDACTED]	5.40	\$1,917.00
04/06/2021	SML	[REDACTED]	4.80	\$1,608.00
04/07/2021	AWS	[REDACTED]	9.80	\$4,116.00
04/07/2021	LMT	[REDACTED]	6.20	\$2,201.00
04/08/2021	AWS	[REDACTED]	4.50	\$1,890.00
04/08/2021	LMT	[REDACTED]	4.70	\$1,668.50
04/09/2021	AWS	[REDACTED]	4.30	\$1,806.00

ATTY FEE MOT - 1347

22794

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

INVOICE DATE  
SMW FILE  
SMW INVOICE05/24/2021  
LV.LOWIE  
272835  
Page 3

City of Las Vegas

RE: 

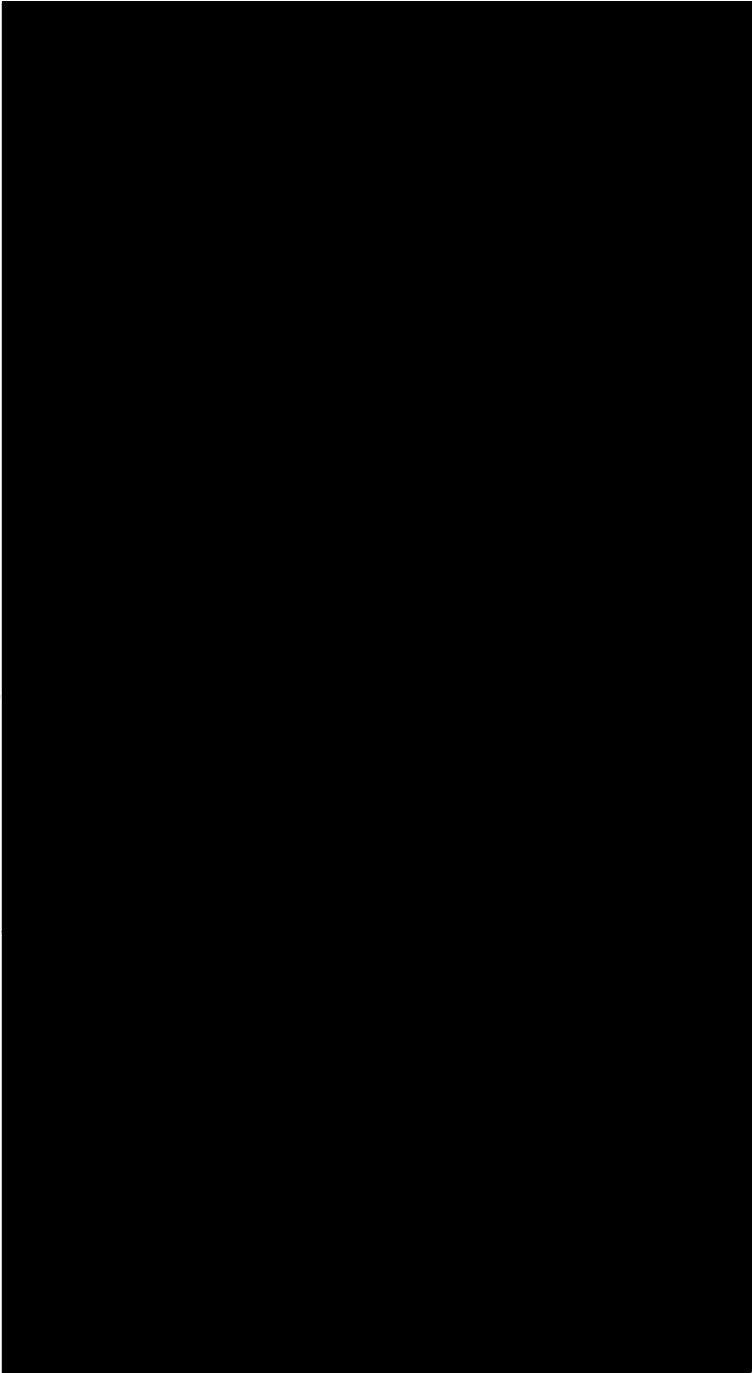
		<u>Hours</u>	
04/09/2021	LMT	1.10	\$390.50
04/10/2021	AWS	3.30	\$1,386.00
04/11/2021	AWS	4.30	\$1,806.00
04/12/2021	AWS	3.40	\$1,428.00
04/13/2021	AWS	0.50	\$210.00
04/13/2021	LMT	0.50	\$177.50
04/14/2021	AWS	0.60	\$252.00
04/14/2021	LMT	0.30	\$106.50
04/15/2021	AWS	1.80	\$756.00
04/15/2021	LMT	1.40	\$497.00
04/16/2021	AWS	0.50	\$210.00
04/17/2021	AWS	1.10	\$462.00
04/18/2021	AWS	3.70	\$1,554.00
04/19/2021	AWS	5.60	\$2,352.00
04/19/2021	LMT	6.30	\$2,236.50
04/19/2021	SML	0.60	\$201.00

ATTY FEE MOT - 1348

22795

City of Las Vegas

RE: 

			<u>Hours</u>	
04/20/2021	AWS		4.60	\$1,932.00
04/20/2021	LMT		3.30	\$1,171.50
04/21/2021	AWS		7.90	\$3,318.00
04/21/2021	LMT		9.70	\$3,443.50
04/21/2021	SML		1.70	\$569.50
04/22/2021	AWS		3.90	\$1,638.00
04/22/2021	LMT		4.40	\$1,562.00
04/22/2021	SML		1.70	\$569.50
04/23/2021	AWS		4.80	\$2,016.00
04/23/2021	LMT		0.30	\$106.50
04/23/2021	SML		5.60	\$1,876.00
04/24/2021	AWS		3.40	\$1,428.00
04/25/2021	AWS		5.30	\$2,226.00
04/25/2021	LMT		0.20	\$71.00

ATTY FEE MOT - 1349

22796

City of Las Vegas

RE: [REDACTED]

			Hours	
04/26/2021	AWS		4.50	\$1,890.00
04/26/2021	LMT		6.40	\$2,272.00
04/26/2021	SML		2.60	\$871.00
04/27/2021	AWS		4.40	\$1,848.00
04/27/2021	LMT		6.70	\$2,378.50
04/27/2021	MER		4.90	\$1,127.00
04/27/2021	SML		4.50	\$1,507.50
04/28/2021	AWS		5.50	\$2,310.00
04/28/2021	LMT		1.60	\$568.00
04/28/2021	MER		3.20	\$736.00
04/28/2021	SML		4.20	\$1,407.00
04/29/2021	LMT		8.10	\$2,875.50
04/30/2021	AWS		0.30	\$126.00
Total for Services thru 04/30/2021			235.30	\$88,345.00

## Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner	103.20	\$420	\$43,344.00
Lauren M. Tarpey	Associate II	79.90	\$355	\$28,364.50
Sarah M. Lucey	Associate I	44.10	\$335	\$14,773.50

ATTY FEE MOT - 1350

22797

ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

INVOICE DATE  
SMW FILE  
SMW INVOICE

05/24/2021  
LV.LOWIE  
272835  
Page 6

City of Las Vegas

RE: [REDACTED]

Maurene E. Ryan

Paralegal

8.10

\$230

\$1,863.00

**COSTS ADVANCED**

03/31/2021

\$19.56

04/30/2021

\$286.81

04/30/2021

\$8.50

**Total Costs Advanced thru 04/30/2021**

\$314.87

**AMOUNT OF CURRENT BILLING**

**\$88,659.87**

**CREDITS TO ACCOUNT**

04/26/2021

Payment - Thank you, Check # 130201397 by City of Las Vegas

**-\$42,705.52**

**TOTAL DUE**

\$124,692.60

**AGED AMOUNTS DUE**

Stmt Date

Stmt #

Billed

Due

04/23/2021

272548

\$36,032.73

\$36,032.73

\$36,032.73

**ATTY FEE MOT - 1351**

**22798**

SHUTE, MIHALY  
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ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: P. Byrnes  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE 06/21/2021  
SMW FILE LV.LOWIE  
SMW INVOICE 273179  
Page 1

RE: [REDACTED]

Previous Balance


\$124,692.60

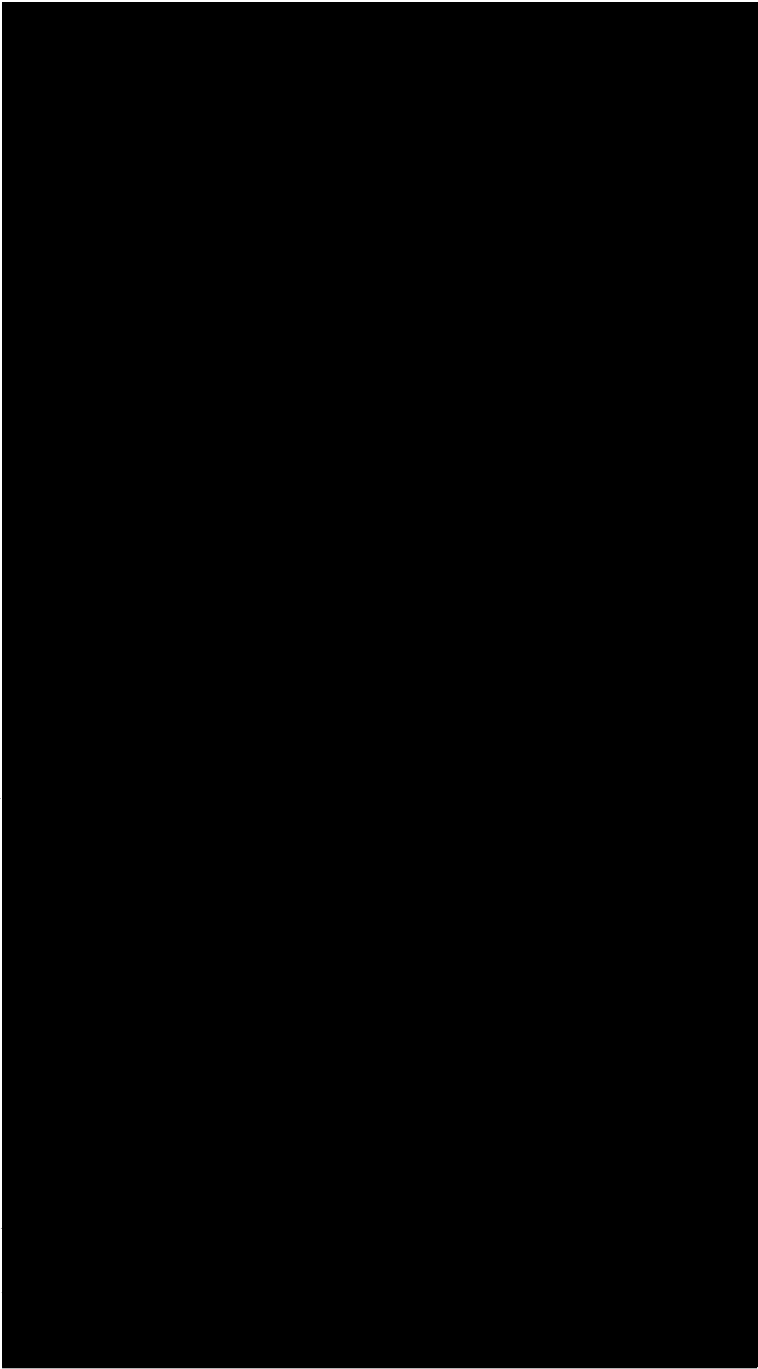
SERVICES RENDERED

			Hours	
05/03/2021	AWS	[REDACTED]	2.70	\$1,134.00
05/03/2021	LMT		1.60	\$568.00
05/04/2021	AWS		1.70	\$714.00
05/04/2021	LMT		4.50	\$1,597.50
05/05/2021	AWS		6.80	\$2,856.00
05/05/2021	LMT		1.40	\$497.00

ATTY FEE MOT - 1352

22799

City of Las Vegas  
RE: 

			<u>Hours</u>	
05/06/2021	AWS		5.00	\$2,100.00
05/06/2021	LMT		2.30	\$816.50
05/07/2021	AWS		4.90	\$2,058.00
05/08/2021	AWS		3.10	\$1,302.00
05/10/2021	AWS		3.00	\$1,260.00
05/10/2021	LMT		5.50	\$1,952.50
05/10/2021	MER		2.40	\$552.00
05/11/2021	AWS		2.30	\$966.00
05/11/2021	LMT		3.40	\$1,207.00
05/12/2021	AWS		4.50	\$1,890.00
05/12/2021	LMT		0.20	\$71.00
05/12/2021	SML		0.10	\$33.50
05/13/2021	AWS		4.60	\$1,932.00

ATTY FEE MOT - 1353

22800

City of Las Vegas  
RE: [REDACTED]

			<u>Hours</u>	
05/13/2021	AWS	[REDACTED]	2.30	\$966.00
05/13/2021	LMT	[REDACTED]	1.00	N/C
05/13/2021	SML	[REDACTED]	1.10	\$368.50
05/14/2021	LMT	[REDACTED]	1.70	\$603.50
05/16/2021	AWS	[REDACTED]	1.30	\$546.00
05/18/2021	AWS	[REDACTED]	0.10	\$42.00
05/18/2021	AWS	[REDACTED]	1.00	\$420.00
05/19/2021	SML	[REDACTED]	0.20	\$67.00
05/20/2021	AWS	[REDACTED]	5.30	\$2,226.00
05/20/2021	LMT	[REDACTED]	2.80	\$994.00
05/21/2021	AWS	[REDACTED]	2.90	\$1,218.00
05/21/2021	LMT	[REDACTED]	7.20	\$2,556.00
05/21/2021	SML	[REDACTED]	4.50	\$1,507.50

ATTY FEE MOT - 1354

22801

			Hours	
05/22/2021	AWS	[REDACTED]	10.00	\$4,200.00
05/22/2021	LMT	[REDACTED]	1.90	\$674.50
05/23/2021	AWS	[REDACTED]	9.70	\$4,074.00
05/23/2021	LMT	[REDACTED]	4.90	\$1,739.50
05/24/2021	AWS	[REDACTED]	8.60	\$3,612.00
05/24/2021	LMT	[REDACTED]	4.50	\$1,597.50
05/24/2021	SML	[REDACTED]	4.40	\$1,474.00
05/25/2021	AWS	[REDACTED]	1.70	\$714.00
05/25/2021	LMT	[REDACTED]	4.90	\$1,739.50
05/25/2021	SML	[REDACTED]	6.40	\$2,144.00
05/26/2021	AWS	[REDACTED]	11.30	\$4,746.00
05/26/2021	LMT	[REDACTED]	12.00	\$4,260.00
05/26/2021	SML	[REDACTED]	5.40	\$1,809.00
05/27/2021	AWS	[REDACTED]	13.60	\$5,712.00
05/27/2021	LMT	[REDACTED]	8.00	\$2,840.00
05/27/2021	SML	[REDACTED]	2.30	\$770.50

ATTY FEE MOT - 1355

22802

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

INVOICE DATE

06/21/2021

SMW FILE

LV.LOWIE

SMW INVOICE

273179

City of Las Vegas

RE: [REDACTED]

Page 5

			<u>Hours</u>	
05/28/2021	AWS	[REDACTED]	1.00	\$420.00
05/28/2021	SML	[REDACTED]	0.10	\$33.50
<b>Total for Services thru 05/31/2021</b>			202.10	\$77,581.50

## Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner	107.40	\$420	\$45,108.00
Lauren M. Tarpey	Associate II	66.80	\$355	\$23,714.00
Lauren M. Tarpey	Associate II	1.00	N/C	\$0.00
Sarah M. Lucey	Associate I	24.50	\$335	\$8,207.50
Maurene E. Ryan	Paralegal	2.40	\$230	\$552.00

COSTS ADVANCED

05/26/2021	[REDACTED]	\$381.96
05/26/2021	[REDACTED]	\$80.69
05/26/2021	[REDACTED]	\$71.78
05/26/2021	[REDACTED]	\$551.30
05/26/2021	[REDACTED]	\$162.98
05/26/2021	[REDACTED]	\$42.51
05/31/2021	[REDACTED]	\$130.03
05/31/2021	[REDACTED]	\$141.40
<b>Total Costs Advanced thru 05/31/2021</b>		<b>\$1,562.65</b>

ATTY FEE MOT - 1356

22803

ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

INVOICE DATE

06/21/2021

SMW FILE

LV.LOWIE

City of Las Vegas

SMW INVOICE

273179

RE: [REDACTED]

Page 6

**AMOUNT OF CURRENT BILLING**

\$79,144.15

**CREDITS TO ACCOUNT**

06/07/2021

Payment - Thank you, Check # 130202953 by City of Las Vegas

-\$36,032.73

**TOTAL DUE**

\$167,804.02

**AGED AMOUNTS DUE**

<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>
05/24/2021	272835	\$88,659.87	\$88,659.87
			<u>\$88,659.87</u>

**ATTY FEE MOT - 1357**

**22804**

SHUTE, MIHALY  
& WEINBERGER LLP AWS

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ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
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City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE 07/14/2021  
SMW FILE LV.LOWIE  
SMW INVOICE 273533  
Page 1

RE: [REDACTED]

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BY: .....

Previous Balance

\$167,804.02

SERVICES RENDERED

		Hours	
06/01/2021	AWS	0.30	\$126.00
06/01/2021	LMT	1.20	\$426.00
06/01/2021	SML	0.20	\$67.00
06/02/2021	AWS	1.10	\$462.00
06/02/2021	LMT	4.20	\$1,491.00
06/02/2021	SML	1.20	\$402.00
06/03/2021	AWS	0.10	\$42.00
06/03/2021	LMT	0.50	\$177.50

ATTY FEE MOT - 1358

22805

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

INVOICE DATE  
SMW FILE  
SMW INVOICE07/14/2021  
LV.LOWIE  
273533  
Page 2

City of Las Vegas

RE: [REDACTED]

			<u>Hours</u>	
06/06/2021	AWS	[REDACTED]	0.10	\$42.00
06/07/2021	AWS	[REDACTED]	0.10	\$42.00
06/07/2021	LMT	[REDACTED]	0.80	\$284.00
06/08/2021	AWS	[REDACTED]	0.20	\$84.00
06/08/2021	LMT	[REDACTED]	3.10	\$1,100.50
06/09/2021	AWS	[REDACTED]	1.00	\$420.00
06/09/2021	LMT	[REDACTED]	1.50	\$532.50
06/10/2021	AWS	[REDACTED]	0.10	\$42.00
06/10/2021	LMT	[REDACTED]	3.00	\$1,065.00
06/11/2021	AWS	[REDACTED]	0.10	\$42.00
06/11/2021	LMT	[REDACTED]	2.80	\$994.00
06/14/2021	AWS	[REDACTED]	0.10	\$42.00
06/14/2021	LMT	[REDACTED]	3.80	\$1,349.00
06/15/2021	AWS	[REDACTED]	2.10	\$882.00
06/15/2021	LMT	[REDACTED]	6.00	\$2,130.00
06/16/2021	AWS	[REDACTED]	0.90	\$378.00
06/16/2021	LMT	[REDACTED]	3.60	\$1,278.00
06/16/2021	SML	[REDACTED]	0.30	\$100.50

ATTY FEE MOT - 1359

22806

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

INVOICE DATE  
SMW FILE  
SMW INVOICE07/14/2021  
LV.LOWIE  
273533  
Page 3

City of Las Vegas

RE: 

			<u>Hours</u>	
06/17/2021	AWS		2.60	\$1,092.00
06/17/2021	LMT		6.40	\$2,272.00
06/18/2021	AWS		0.10	\$42.00
06/18/2021	SML		0.30	\$100.50
06/20/2021	AWS		1.00	\$420.00
06/21/2021	AWS		0.30	\$126.00
06/22/2021	AWS		1.90	\$798.00
06/22/2021	SML		0.10	\$33.50
06/23/2021	AWS		3.60	\$1,512.00
06/23/2021	SML		0.10	\$33.50
06/24/2021	SML		0.20	\$67.00
06/25/2021	AWS		1.70	\$714.00
06/26/2021	AWS		0.80	\$336.00
06/28/2021	AWS		2.60	\$1,092.00
06/29/2021	AWS		4.10	\$1,722.00
06/30/2021	AWS		8.90	\$3,738.00

ATTY FEE MOT - 1360

22807

City of Las Vegas

RE: [REDACTED]

Page 4

			<u>Hours</u>	
06/30/2021	AWS	[REDACTED]	4.40	\$1,848.00
<b>Total for Services thru 06/30/2021</b>			<u>77.50</u>	<u>\$29,947.50</u>

## Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner	38.20	\$420	\$16,044.00
Lauren M. Tarpey	Associate II	36.90	\$355	\$13,099.50
Sarah M. Lucey	Associate I	2.40	\$335	\$804.00

COSTS ADVANCED

06/30/2021	[REDACTED]	\$30.77
06/30/2021	[REDACTED]	\$11.60
<b>Total Costs Advanced thru 06/30/2021</b>		<u>\$42.37</u>

## AMOUNT OF CURRENT BILLING

\$29,989.87

## TOTAL DUE

\$197,793.89AGED AMOUNTS DUE

<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>
05/24/2021	272835	\$88,659.87	\$88,659.87
06/21/2021	273179	\$79,144.15	\$79,144.15
			<u>\$167,804.02</u>

ATTY FEE MOT - 1361

22808

SHUTE, MIHALY  
& WEINBERGER LLP *AMS*

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ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: P. Byrnes  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE 08/16/2021  
SMW FILE LV.LOWIE  
SMW INVOICE 273837  
Page 1

RE: \_\_\_\_\_

Previous Balance

\$197,793.89

SERVICES RENDERED

		<u>Hours</u>	
07/02/2021	AWS	8.20	\$3,444.00
07/03/2021	AWS	0.30	\$126.00
07/05/2021	AWS	0.30	\$126.00
07/06/2021	AWS	0.20	\$84.00
07/06/2021	SML	0.10	\$33.50
07/07/2021	AWS	2.50	\$1,050.00
07/07/2021	SML	0.50	\$167.50

ATTY FEE MOT - 1362

22809


City of Las Vegas

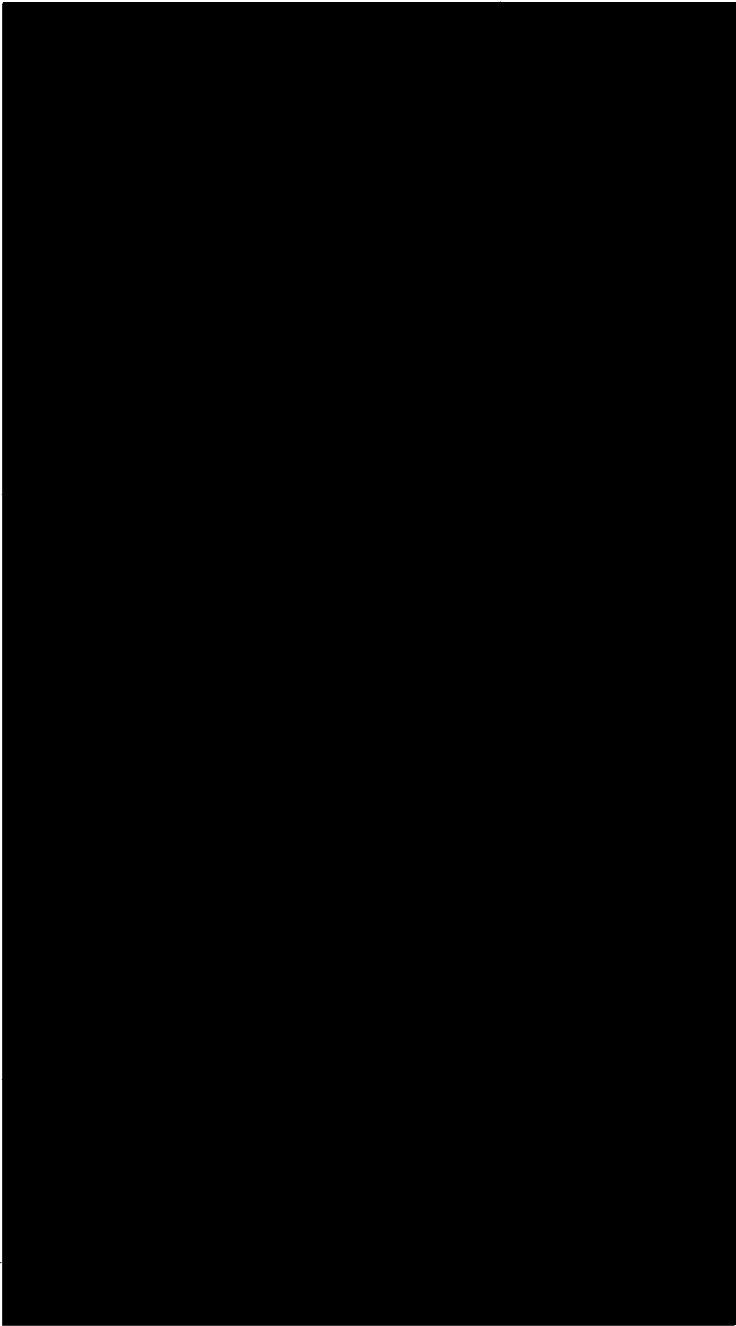
RE: 

			<u>Hours</u>	
07/08/2021	AWS		1.40	\$588.00
07/08/2021	SML		1.90	\$636.50
07/09/2021	AWS		0.60	\$252.00
07/11/2021	AWS		0.90	\$378.00
07/12/2021	AWS		6.70	\$2,814.00
07/12/2021	SML		5.10	\$1,708.50
07/13/2021	AWS		7.80	\$3,276.00
07/13/2021	SML		4.40	\$1,474.00
07/14/2021	AWS		13.70	\$5,754.00
07/14/2021	SML		6.50	\$2,177.50
07/15/2021	AWS		2.90	\$1,218.00
07/15/2021	SML		0.30	\$100.50
07/16/2021	AWS		1.20	\$504.00

ATTY FEE MOT - 1363

22810

City of Las Vegas  
RE 

			<u>Hours</u>	
07/16/2021	SML		0.50	\$167.50
07/17/2021	AWS		0.40	\$168.00
07/18/2021	AWS		0.30	\$126.00
07/19/2021	AWS		0.10	\$42.00
07/19/2021	SML		1.00	\$335.00
07/20/2021	AWS		0.40	\$168.00
07/21/2021	AWS		1.30	\$546.00
07/21/2021	SML		0.10	\$33.50
07/22/2021	AWS		0.30	\$126.00
07/22/2021	SML		0.10	\$33.50
07/23/2021	AWS		0.20	\$84.00
07/26/2021	AWS		4.70	\$1,974.00
07/26/2021	SML		0.30	\$100.50
07/27/2021	AWS		1.40	\$588.00

ATTY FEE MOT - 1364

22811

City of Las Vegas

RE [REDACTED]

			<u>Hours</u>	
07/28/2021	AWS		3.90	\$1,638.00
07/28/2021	SML		0.60	\$201.00
07/29/2021	AWS		0.90	\$378.00
07/29/2021	SML		0.30	\$100.50
07/31/2021	AWS		0.10	\$42.00
Total for Services thru 07/31/2021			82.40	\$32,763.50

## Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner	60.70	\$420	\$25,494.00
Sarah M. Lucey	Associate I	21.70	\$335	\$7,269.50

COSTS ADVANCED

06/24/2021		\$20.17
07/15/2021		\$888.48
07/15/2021		\$1,328.54
07/15/2021		\$292.83
07/15/2021		\$511.79
07/19/2021		\$25.63
07/19/2021		\$25.63
07/29/2021		\$550.00
07/30/2021		\$54.28
07/30/2021		\$11.40
<b>Total Costs Advanced thru 07/31/2021</b>		<b>\$3,708.75</b>

ATTY FEE MOT - 1365

22812

City of Las Vegas

SMW INVOICE

273837

RE: [REDACTED]

Page 5

**AMOUNT OF CURRENT BILLING**

\$36,472.25

**CREDITS TO ACCOUNT**

07/26/2021	Payment - Thank you, Check # 273179 by City of Las Vegas	-\$88,659.87
07/26/2021	Payment - Thank you, Check # 273179 by City of Las Vegas	-\$79,144.15
08/09/2021	Payment - Thank you, Check # 130205311 by City of Las Vegas	-\$29,989.87

**TOTAL DUE**\$36,472.25**AGED AMOUNTS DUE**

<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>
			\$0.00

**ATTY FEE MOT - 1366****22813**

SHUTE, MIHALY  
& WEINBERGER LLP AWS

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ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: P. Byrnes  
City Attorney's Office  
495 S. Main Street, 6th fl.  
Las Vegas, NV 89101

INVOICE DATE 09/14/2021  
SMW FILE LV.LOWIE  
SMW INVOICE 274159  
Page 1

RE: [REDACTED]

Previous Balance


\$36,472.25

SERVICES RENDERED

			Hours	
08/02/2021	AWS	[REDACTED]	2.10	\$882.00
08/03/2021	AWS	[REDACTED]	8.50	\$3,570.00
08/03/2021	SML	[REDACTED]	1.70	\$569.50
08/04/2021	AWS	[REDACTED]	5.50	\$2,310.00
08/04/2021	SML	[REDACTED]	1.20	\$402.00

ATTY FEE MOT - 1367

22814

City of Las Vegas  
RE: 

			<u>Hours</u>	
08/05/2021	AWS		3.20	\$1,344.00
08/05/2021	SML		0.50	\$167.50
08/06/2021	AWS		2.90	\$1,218.00
08/06/2021	SML		1.10	\$368.50
08/07/2021	AWS		2.50	\$1,050.00
08/08/2021	AWS		7.80	\$3,276.00
08/09/2021	AWS		3.00	\$1,260.00
08/09/2021	AWS		0.70	\$294.00
08/10/2021	AWS		0.30	\$126.00
08/10/2021	AWS		1.70	\$714.00
08/11/2021	AWS		5.00	\$2,100.00
08/12/2021	AWS		6.10	\$2,562.00
08/13/2021	AWS		5.20	\$2,184.00
08/13/2021	AWS		0.20	\$84.00

ATTY FEE MOT - 1368


22815

City of Las Vegas  
RE: [REDACTED]

			<u>Hours</u>	
08/14/2021	AWS	[REDACTED]	1.90	\$798.00
08/15/2021	AWS	[REDACTED]	3.20	\$1,344.00
08/16/2021	AWS	[REDACTED]	3.90	\$1,638.00
08/17/2021	AWS	[REDACTED]	8.50	\$3,570.00
08/18/2021	AWS	[REDACTED]	8.40	\$3,528.00
08/18/2021	SML	[REDACTED]	2.90	\$971.50
08/19/2021	AWS	[REDACTED]	4.40	\$1,848.00
08/20/2021	AWS	[REDACTED]	2.20	\$924.00
08/20/2021	AWS	[REDACTED]	0.60	\$252.00
08/21/2021	AWS	[REDACTED]	5.60	\$2,352.00
08/22/2021	AWS	[REDACTED]	2.50	\$1,050.00
08/23/2021	AWS	[REDACTED]	0.90	\$378.00
08/23/2021	LMT	[REDACTED]	1.60	\$568.00
08/24/2021	AWS	[REDACTED]	1.50	\$630.00
08/24/2021	AWS	[REDACTED]	0.10	\$42.00

ATTY FEE MOT - 1369

22816

City of Las Vegas  
RE: 

		<u>Hours</u>	
08/24/2021	LMT	4.40	\$1,562.00
08/25/2021	AWS	0.30	\$126.00
08/25/2021	LMT	4.50	\$1,597.50
08/25/2021	SML	1.50	\$502.50
08/26/2021	AWS	0.50	\$210.00
08/26/2021	LMT	4.80	\$1,704.00
08/26/2021	SML	4.30	\$1,440.50
08/27/2021	AWS	1.30	\$546.00
08/27/2021	LMT	6.20	\$2,201.00
08/27/2021	SML	4.50	\$1,507.50
08/28/2021	AWS	2.40	\$1,008.00
08/29/2021	AWS	4.10	\$1,722.00
08/29/2021	LMT	4.00	\$1,420.00
08/29/2021	SML	2.90	\$971.50
08/30/2021	AWS	12.70	\$5,334.00
08/30/2021	LMT	7.00	\$2,485.00
08/30/2021	SML	2.60	\$871.00

ATTY FEE MOT - 1370

22817

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

INVOICE DATE

09/14/2021

SMW FILE

LV.LOWIE

SMW INVOICE

274159

City of Las Vegas

RE: [REDACTED]

Page 5

			<u>Hours</u>	
08/31/2021	AWS	[REDACTED]	4.00	\$1,680.00
08/31/2021	LMT	[REDACTED]	3.00	\$1,065.00
<b>Total for Services thru 08/31/2021</b>			<u>182.40</u>	<u>\$72,328.50</u>

## Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrew W. Schwartz	Partner	123.70	\$420	\$51,954.00
Lauren M. Tarpey	Associate II	35.50	\$355	\$12,602.50
Sarah M. Lucey	Associate I	23.20	\$335	\$7,772.00

COSTS ADVANCED

08/13/2021	[REDACTED]	\$170.42
08/13/2021	[REDACTED]	\$427.96
08/13/2021	[REDACTED]	\$208.68
08/13/2021	[REDACTED]	\$49.63
08/13/2021	[REDACTED]	\$57.62
08/31/2021	[REDACTED]	\$192.94
08/31/2021	[REDACTED]	<u>\$10.30</u>
<b>Total Costs Advanced thru 08/31/2021</b>		<u>\$1,117.55</u>

## AMOUNT OF CURRENT BILLING

\$73,446.05

CREDITS TO ACCOUNT

09/13/2021	Payment - Thank you, Check # 130206551 by City of Las Vegas	-\$36,472.25
<b>TOTAL DUE</b>		<u><u>\$73,446.05</u></u>

AGED AMOUNTS DUE

<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>
			<u>\$0.00</u>

ATTY FEE MOT - 1371

22818

SHUTE, MIHALY  
& WEINBERGER LLP AWS

396 Hayes Street, San Francisco, CA 94102  
T:(415) 552-7272 F:(415) 552-5816  
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BY: [REDACTED]

ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED & CONFIDENTIAL

City of Las Vegas  
ATTN: P. Byrnes  
City Attorney's Office  
495 S. Main Street, 6th flr.  
Las Vegas, NV 89101

INVOICE DATE 10/18/2021  
SMW FILE LV.LOWIE  
SMW INVOICE 274516  
Page 1

RE: [REDACTED]

Previous Balance

\$73,446.05


SERVICES RENDERED

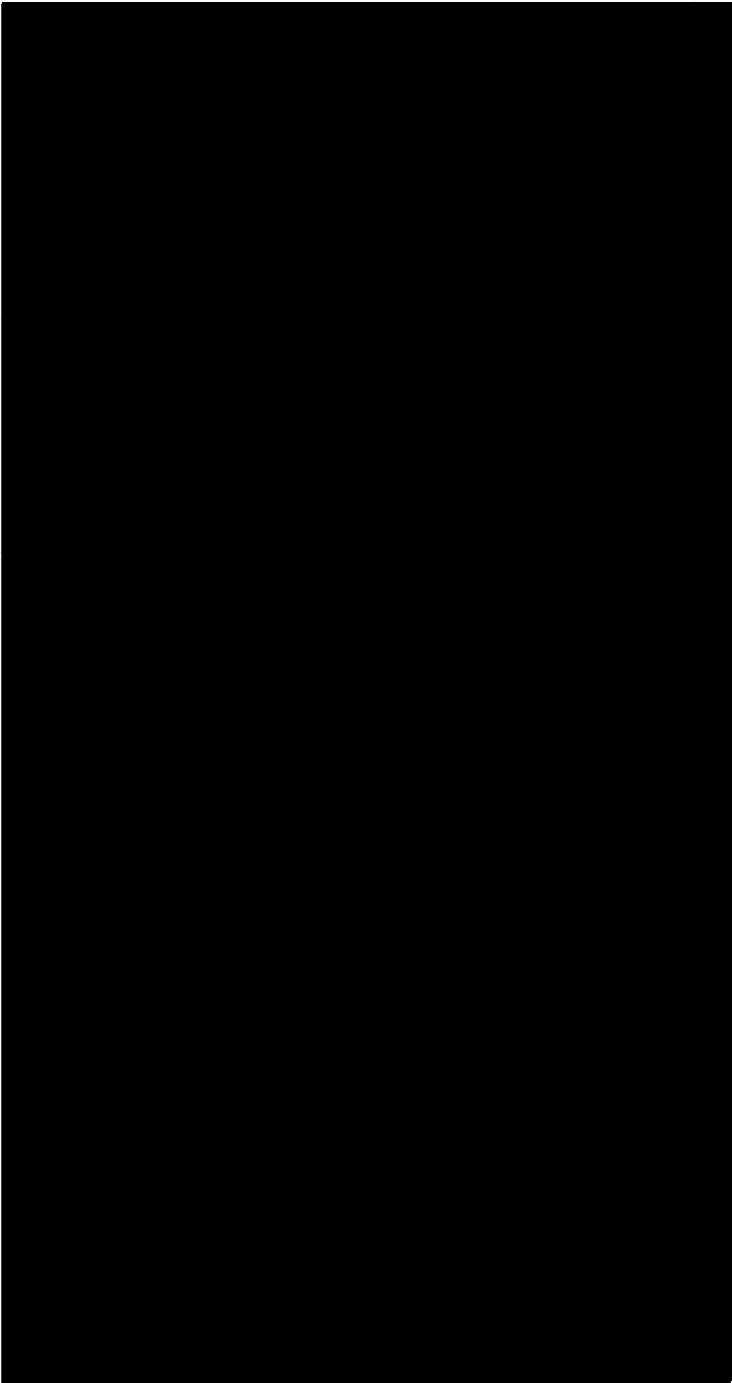
			Hours	
09/01/2021	AWS	[REDACTED]	0.20	\$84.00
09/02/2021	AWS		7.00	\$2,940.00
09/02/2021	LMT		0.60	\$213.00
09/03/2021	AWS		2.00	\$840.00
09/03/2021	LMT		0.80	\$284.00
09/07/2021	SML		0.10	\$33.50
09/08/2021	AWS		1.80	\$756.00

ATTY FEE MOT - 1372

22819

## ATTORNEY-CLIENT COMMUNICATION | PRIVILEGED &amp; CONFIDENTIAL

INVOICE DATE  
SMW FILE  
SMW INVOICE10/18/2021  
LV.LOWIE  
274516  
Page 2City of Las Vegas  
RE: 

			<u>Hours</u>	
09/08/2021	LMT		3.20	\$1,136.00
09/09/2021	AWS		9.10	\$3,822.00
09/09/2021	LMT		0.10	\$35.50
09/09/2021	SML		0.20	\$67.00
09/10/2021	AWS		5.80	\$2,436.00
09/10/2021	LMT		4.30	\$1,526.50
09/11/2021	AWS		7.50	\$3,150.00
09/12/2021	AWS		10.10	\$4,242.00
09/12/2021	LMT		1.20	\$426.00
09/13/2021	AWS		7.80	\$3,276.00
09/13/2021	LMT		4.50	\$1,597.50
09/13/2021	SML		0.40	\$134.00
09/14/2021	AWS		0.80	\$336.00
09/14/2021	LMT		2.00	\$710.00
09/15/2021	AWS		3.10	\$1,302.00

ATTY FEE MOT - 1373

22820

City of Las Vegas

RE: 

			<u>Hours</u>	
09/15/2021	LMT		0.60	\$213.00
09/15/2021	SML		0.30	\$100.50
09/16/2021	AWS		7.60	\$3,192.00
09/16/2021	LMT		1.00	\$355.00
09/16/2021	SML		2.10	\$703.50
09/17/2021	AWS		7.40	\$3,108.00
09/17/2021	SML		0.50	\$167.50
09/18/2021	AWS		0.30	\$126.00
09/18/2021	LMT		1.20	\$426.00
09/19/2021	AWS		8.50	\$3,570.00
09/19/2021	LMT		6.70	\$2,378.50
09/20/2021	AWS		4.10	\$1,722.00
09/20/2021	LMT		6.10	\$2,165.50
09/20/2021	SML		1.60	\$536.00
09/21/2021	AWS		6.20	\$2,604.00
09/21/2021	LMT		7.30	\$2,591.50

ATTY FEE MOT - 1374

22821

City of Las Vegas

RE: [REDACTED]

			<u>Hours</u>	
09/21/2021	SML	[REDACTED]	0.60	\$201.00
09/22/2021	AWS	[REDACTED]	7.90	\$3,318.00
09/22/2021	LMT	[REDACTED]	2.60	\$923.00
09/23/2021	AWS	[REDACTED]	9.70	\$4,074.00
09/23/2021	LMT	[REDACTED]	3.20	\$1,136.00
09/24/2021	AWS	[REDACTED]	8.10	\$3,402.00
09/24/2021	LMT	[REDACTED]	5.70	\$2,023.50
09/26/2021	AWS	[REDACTED]	5.90	\$2,478.00
09/27/2021	AWS	[REDACTED]	3.20	\$1,344.00
09/27/2021	AWS	[REDACTED]	1.10	\$462.00
09/29/2021	AWS	[REDACTED]	1.80	\$756.00
09/29/2021	LMT	[REDACTED]	2.10	\$745.50
09/29/2021	SML	[REDACTED]	1.20	\$402.00
09/30/2021	AWS	[REDACTED]	1.00	\$420.00
09/30/2021	LMT	[REDACTED]	0.40	\$142.00
<b>Total for Services thru 09/30/2021</b>			<u>188.60</u>	<u>\$75,133.00</u>

## Summary

Timekeeper  
Andrew W. SchwartzTitle  
Partner

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
128.00	\$420	\$53,760.00

ATTY FEE MOT - 1375

22822

City of Las Vegas

RE: [REDACTED]

Page 5

Lauren M. Tarpey

Associate II

53.60

\$355

\$19,028.00

Sarah M. Lucey

Associate I

7.00

\$335

\$2,345.00

**COSTS ADVANCED**

08/06/2021	[REDACTED]	\$27.63
09/10/2021	[REDACTED]	\$239.40
09/10/2021	[REDACTED]	\$237.96
09/10/2021	[REDACTED]	\$25.00
09/15/2021	[REDACTED]	\$500.00
09/15/2021	[REDACTED]	\$500.00
09/16/2021	[REDACTED]	\$20.21
09/28/2021	[REDACTED]	\$550.00
09/30/2021	[REDACTED]	\$15.00
09/30/2021	[REDACTED]	\$15.93
09/30/2021	[REDACTED]	\$150.03
09/30/2021	[REDACTED]	\$21.80
<b>Total Costs Advanced thru 09/30/2021</b>		<b>\$2,302.96</b>

**AMOUNT OF CURRENT BILLING**

\$77,435.96

**TOTAL DUE**\$150,882.01**AGED AMOUNTS DUE**

<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>
09/14/2021	274159	\$73,446.05	\$73,446.05
			<u>\$73,446.05</u>

**ATTY FEE MOT - 1376****22823**

# Exhibit 19

**MCDONALD**  **CARANO**

2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102  
PHONE 702.873.4100 • FAX 702.873.9966

**RESP**

Bryan K. Scott (NV Bar No. 4381)  
Philip R. Byrnes (NV Bar No. 166)  
Rebecca Wolfson (NV Bar No. 14132)  
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Facsimile: (702) 386-1749  
bscott@lasvegasnevada.gov  
pbyrnes@lasvegasnevada.gov  
rwolfson@lasvegasnevada.gov

(Additional Counsel Identified on Signature Page)

*Attorneys for Defendant City of Las Vegas*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FORE STARS, Ltd, SEVENTY ACRES, LLC, a  
Nevada limited liability company, DOE  
INDIVIDUALS I through X, DOE  
CORPORATIONS I through X, DOE LIMITED  
LIABILITY COMPANIES I through X,

Plaintiff,

vs.

CITY OF LAS VEGAS, political subdivision of  
the State of Nevada, THE EIGHTH JUDICIAL  
DISTRICT COURT, County of Clark, State of  
Nevada, DEPARTMENT 24 (the HONORABLE  
JIM CROCKETT, DISTRICT COURT JUDGE,  
IN HIS OFFICIAL CAPACITY), ROE  
government entities I through X, ROE  
Corporations I through X, ROE INDIVIDUALS I  
through X, ROE LIMITED LIABILITY  
COMPANIES I through X, ROE quasi-  
governmental entities I through X,

Defendants.

Case No.: A-18-773268-C

Dept. No. XXIX

**DEFENDANT CITY OF LAS VEGAS'  
RESPONSE TO PLAINTIFF  
LANDOWNER FORE STARS, LTD.'S  
FIRST SET OF INTERROGATORIES**

Defendant City of Las Vegas (the "City"), by and through its attorneys, hereby responds as  
follows to Plaintiff Landowner Fore Stars, Ltd.'s First Set of Interrogatories dated November 16,  
2021 pursuant to Rule 33 of the Nevada Rules of Civil Procedure.

...

**GENERAL OBJECTIONS**

1. The City objects to these interrogatories insofar as they purport to impose any obligations on it that are not required by law, or are inconsistent with the Rules of Practice for the Eighth Judicial District Court of the State of Nevada or the Nevada Rules of Civil Procedure.

2. The City objects to these interrogatories insofar as they seek or require the disclosure of information that is protected from discovery by the attorney-client privilege, the work product doctrine or any other applicable privilege or immunity. The inadvertent production of any information protected by an applicable privilege or doctrine, or to whose production is otherwise objected, is not intended to constitute, and shall not constitute, a waiver in whole or in part of such privilege, doctrine or objection.

3. By responding to these interrogatories, the City intends to preserve, and not waive, the following:

- a. all objections to the competency, relevancy, materiality and admissibility of any of the interrogatories, the responses and their subject matter;
- b. all objections to the vagueness, ambiguity or other infirmity in the form of any of the interrogatories, and any objections based on the undue burden imposed by them;
- c. all rights to object on any ground to the use of any of the responses, or their subject matter, in any subsequent proceedings, including the trial of this or any other action;
- d. all rights to object on any ground to any other interrogatories involving or related to the subject matter of the interrogatories;
- e. the right to supplement responses to the interrogatories prior to trial;
- f. any and all privileges and rights under the applicable Nevada Rules of Civil Procedure; and
- g. the Local Rules of the Court or other statutes or common law.

4. The City objects to each and every "INSTRUCTION" contained in the interrogatories to the extent it requires any additional obligation beyond that required under Nevada

1 law. In responding to these interrogatories, the City will fully comply with all applicable local rules  
2 and the Nevada Rules of Civil Procedure, but not unreasonable and arbitrary instructions that go  
3 beyond established legal obligations.

4 5. The City objects to the term “Subject Property” as vague and ambiguous. The  
5 property that is the subject of this action is the 1,539-acre Peccole Ranch Master Plan (“PRMP”)  
6 area or, at a minimum, the 250-acre Badlands.

7 6. The City objects to these interrogatories to the extent they seek information not  
8 within the City’s custody, possession, or control.

9 7. The City reserves its right to supplement these responses, if necessary, in accordance  
10 with Nevada Rule of Civil Procedure 26(e).

11 8. The City objects to these interrogatories insofar as they seek information from a non-  
12 party in violation of Nevada Rule of Civil Procedure 33(a).

13 **INTERROGATORY RESPONSES**

14 **INTERROGATORY NO. 1:**

15 Provide the name and location of every development in the City of Las Vegas that had an  
16 approximately 20 percent open space dedication requirement imposed on it by the City of Las Vegas  
17 between 1985 and 2005, as referenced by Councilman Seroka when he stated “At that time, it was  
18 generally accepted accounting principles and generally accepted percentage of acreage that is open  
19 space/recreational. It is 20 percent. What we have up here is the agreed upon roughly 20 percent.  
20 It's in the ballpark.” (Page 19 lines 10-14 of the June 21, 2018 meeting transcript).

21 **RESPONSE TO INTERROGATORY NO. 1:**

22 The City objects to this Interrogatory in its entirety on the ground that it seeks evidence that  
23 is not relevant to any issue raised in the Complaint and is not likely to lead to the discovery of  
24 evidence relevant to any issue raised in the Complaint. The Interrogatory purports to seek evidence  
25 relating to Plaintiffs’ categorical and *Penn Central* regulatory taking claims, under which Plaintiffs  
26 have the burden to show that the City’s actions deprived the parcel as a whole of any economic use.  
27 *See State v. Eighth Judicial Dist. Ct.* 131 Nev. 411, 419, 351 P.3d 736, 741 (2015) (to effect a  
28 regulatory taking, the regulation must “completely deprive[] an owner of all economically

beneficial use of her property”); *Kelly v. Tahoe Reg’l Planning Agency*, 109 Nev. 638, 649-50-51, 855 P.2d 1027, 1034 (1993) (regulation must deny “all economically viable use of [] property” to constitute a taking under either categorical or *Penn Central* tests); *Boulder City v. Cinnamon Hills Assocs.*, 110 Nev. 238, 245-46, 871 P.2d 320, 324-35 (1994) (taking requires agency action that “destroy[s] all viable economic value of the prospective development property”). Because the City approved Plaintiffs’ application to develop the 17-Acre Property with 435 luxury housing units, the City must have judgment on Plaintiffs’ categorical and *Penn Central* regulatory taking claims. Ex. SSS (City’s approvals of 17-Acre Applications); Exs. FFF, GGG, BBBB (City’s letters to Developer confirming validity of 17-Acre Approvals and two-year extension to build; Ex. BBBB dated Dec. 23, 2021). None of the evidence sought in this Interrogatory or by any further discovery can affect that result.

The City further objects to this Interrogatory in its entirety because it seeks the mental impressions of former Las Vegas City Councilman Steven Seroka that are known only to him. Accordingly, the City lacks knowledge sufficient to answer this interrogatory.

The City objects to this Interrogatory in its entirety because it seeks irrelevant information, the production of which is disproportionate to the needs of the case.

The City objects to this interrogatory because it is vague and ambiguous as to the “20 percent open space dedication requirement” to which it refers.

The City objects to this interrogatory to the extent that it mischaracterizes the statement quoted as referring to the time period covered by this request.

**INTERROGATORY NO. 2:**

Provide a detailed description of all City Council approved uses for the 17 Acre Property prior May 17, 2018.

**RESPONSE TO INTERROGATORY NO. 2:**

The City objects to this Interrogatory in its entirety on the ground that it seeks evidence that is not relevant to any issue raised in the Complaint and is not likely to lead to the discovery of evidence relevant to any issue raised in the Complaint. The Interrogatory purports to seek evidence relating to Plaintiffs’ categorical and *Penn Central* regulatory taking claims, under which Plaintiffs

1 have the burden to show that the City’s actions deprived the parcel as a whole of any economic use.  
2 *See State v. Eighth Judicial Dist. Ct.* 131 Nev. 411, 419, 351 P.3d 736, 741 (2015) (to effect a  
3 regulatory taking, the regulation must “completely deprive[] an owner of all economically  
4 beneficial use of her property”); *Kelly v. Tahoe Reg’l Planning Agency*, 109 Nev. 638, 649-50-51,  
5 855 P.2d 1027, 1034 (1993) (regulation must deny “all economically viable use of [] property” to  
6 constitute a taking under either categorical or *Penn Central* tests); *Boulder City v. Cinnamon Hills*  
7 *Assocs.*, 110 Nev. 238, 245-46, 871 P.2d 320, 324-35 (1994) (taking requires agency action that  
8 “destroy[s] all viable economic value of the prospective development property”). Because the City  
9 approved Plaintiffs’ applications to develop the 17-Acre Property with 435 luxury housing units,  
10 the City must have judgment on Plaintiffs’ categorical and *Penn Central* regulatory taking claims.  
11 Ex. SSS (City’s approvals of 17-Acre Applications); Exs. FFF, GGG, BBBB (City’s letters to  
12 Developer confirming validity of 17-Acre Approvals and two-year extension to build; Ex. BBBB  
13 dated Dec. 23, 2021). None of the evidence sought in this Interrogatory or by any further discovery  
14 can affect that result.

15 The City further objects to this interrogatory in its entirety because it seeks irrelevant  
16 information, the production of which is disproportionate to the needs of the case.

17 The City further objects to this Interrogatory because it is vague and ambiguous as to the  
18 period of time of the City’s approved uses of the 17-Acre Property.

19 The City further objects to this Interrogatory because it is vague and ambiguous as to the  
20 City’s approved uses of the 17-Acre Property.

21 Without waiving these objections, to the extent this Interrogatory seeks a list of the legal  
22 uses of the 17-Acre Property between March 2015 when Plaintiff acquired the Badlands and May  
23 17, 2017, the City responds as follows:

24 When the Developer acquired the 17-Acre Property in 2015, it was zoned R-PD7 and had a  
25 General Plan designation of PR-OS. PR-OS allows “large public parks and recreation areas such as  
26 public and private golf courses, trails, easements, drainage ways, detention basins, and any other  
27 large areas or permanent open land.” The uses permitted in R-PD7 zoning districts are set forth in  
28 City of Las Vegas Uniform Development Code Section 19.10.050C. Among other things, R-PD7

1 zoning “provide[s] for flexibility and innovation in residential development, with emphasis on  
2 enhanced residential amenities, efficient utilization of open space, the separation of pedestrian and  
3 vehicular traffic, and homogeneity of land use patterns.” The legal uses of the 17-Acre Property are  
4 also governed by other City Codes, Ordinances, and Resolutions approved by the City Council.  
5 These Codes, Ordinances, and Resolutions are equally accessible to Plaintiffs.

6 On February 15, 2017, the City approved the use of the 17-Acre Property for construction  
7 of 435 luxury housing units. That approval is valid, and the Developer can start building on the  
8 property by obtaining ministerial building permits. *See* Exs. FFF, GGG, and BBBB.

9 **INTERROGATORY NO. 3:**

10 Describe every instance where an individual living in or owning a home in Queensridge  
11 requested that the City of Las Vegas acquire the Subject Property or prevent development on the  
12 Subject Property. In describing these communications, state the date, the individuals involved and  
13 the medium (verbal, email, letter, text, facsimile, etc...).

14 **RESPONSE TO INTERROGATORY NO. 3:**

15 The City objects to this Interrogatory in its entirety on the ground that it seeks evidence that  
16 is not relevant to any issue raised in the Complaint and is not likely to lead to the discovery of  
17 evidence relevant to any issue raised in the Complaint. The Interrogatory purports to seek evidence  
18 relating to Plaintiffs’ categorical and *Penn Central* regulatory taking claims, under which Plaintiffs  
19 have the burden to show that the City’s actions deprived the parcel as a whole of any economic use.  
20 *See State v. Eighth Judicial Dist. Ct.* 131 Nev. 411, 419, 351 P.3d 736, 741 (2015) (to effect a  
21 regulatory taking, the regulation must “completely deprive[] an owner of all economically  
22 beneficial use of her property”); *Kelly v. Tahoe Reg’l Planning Agency*, 109 Nev. 638, 649-50-51,  
23 855 P.2d 1027, 1034 (1993) (regulation must deny “all economically viable use of [] property” to  
24 constitute a taking under either categorical or *Penn Central* tests); *Boulder City v. Cinnamon Hills*  
25 *Assocs.*, 110 Nev. 238, 245-46, 871 P.2d 320, 324-35 (1994) (taking requires agency action that  
26 “destroy[s] all viable economic value of the prospective development property”). Because the City  
27 approved Plaintiffs’ applications to develop the 17-Acre Property with 435 luxury housing units,  
28 the City must have judgment on Plaintiffs’ categorical and *Penn Central* regulatory taking claims.

1 Ex. SSS (City's approvals of 17-Acre Applications); Exs. FFF, GGG, BBBB (City's letters to  
2 Developer confirming validity of 17-Acre Approvals and two-year extension to build; Ex. BBBB  
3 dated Dec. 23, 2021). None of the evidence sought in this Interrogatory or by any further discovery  
4 can affect that result.

5 The City further objects to this interrogatory as overbroad, unduly burdensome, and not  
6 proportional to the needs of the case. The scope of this request is not limited in time.

7 The City further objects to this Interrogatory to the extent that it seeks a description of  
8 communications with "the City of Las Vegas." The term "City of Las Vegas" is undefined, vague,  
9 and ambiguous. As written, the term could refer to any of the approximate 3,000 employees of the  
10 City.

11 The City further objects to this Interrogatory because the City only acquires property or acts  
12 on development applications through its City Council or Planning Commission. The City Council  
13 and Planning Commission records related to Plaintiffs' development applications for the Badlands  
14 are publicly available and have been produced to Plaintiff or were created by Plaintiff and therefore  
15 are in Plaintiff's possession.

16 The City further objects to this Interrogatory in its entirety as unduly burdensome and  
17 oppressive, and meant only to harass, because it seeks a written description of documents that have  
18 already been produced to Plaintiff.

19 The City further objects to the definition of the "Subject Property" as a portion of the  
20 Badlands. The property at issue in this regulatory takings action is the 1,539-acre Peccole Ranch  
21 Master Plan ("PRMP") or, at a minimum, the 250-acre Badlands.

22 **INTERROGATORY NO. 4:**

23 Please provide the amount of federal funds received by the City as of May 17, 2018. This  
24 Interrogatory specifically includes, but is not limited to, all federal funds received through the  
25 Southern Nevada Public Lands Management Act (SNPLMA).

26 **RESPONSE TO INTERROGATORY NO. 4:**

27 The City objects to this Interrogatory in its entirety on the ground that it seeks evidence that  
28 is not relevant to any issue raised in the Complaint and is not likely to lead to the discovery of

evidence relevant to any issue raised in the Complaint. The Interrogatory purports to seek evidence relating to Plaintiffs' categorical and *Penn Central* regulatory taking claims, under which Plaintiffs have the burden to show that the City's actions deprived the parcel as a whole of any economic use. *See State v. Eighth Judicial Dist. Ct.* 131 Nev. 411, 419, 351 P.3d 736, 741 (2015) (to effect a regulatory taking, the regulation must "completely deprive[] an owner of all economically beneficial use of her property"); *Kelly v. Tahoe Reg'l Planning Agency*, 109 Nev. 638, 649-50-51, 855 P.2d 1027, 1034 (1993) (regulation must deny "all economically viable use of [] property" to constitute a taking under either categorical or *Penn Central* tests); *Boulder City v. Cinnamon Hills Assocs.*, 110 Nev. 238, 245-46, 871 P.2d 320, 324-35 (1994) (taking requires agency action that "destroy[s] all viable economic value of the prospective development property"). Because the City approved Plaintiffs' applications to develop the 17-Acre Property with 435 luxury housing units, the City must have judgment on Plaintiffs' categorical and *Penn Central* regulatory taking claims. Ex. SSS (City's approvals of 17-Acre Applications); Exs. FFF, GGG, BBBB (City's letters to Developer confirming validity of 17-Acre Approvals and two-year extension to build; Ex. BBBB dated Dec. 23, 2021). None of the evidence sought in this Interrogatory or by any further discovery can affect that result.

The City further objects to this Interrogatory in its entirety because it seeks irrelevant information, the production of which is disproportionate to the needs of the case.

The City objects to this Interrogatory in its entirety as unduly burdensome and oppressive, and meant only to harass, as it seeks an accounting of all federal funds ever received by the City prior to May 17, 2018, and such information that has no relevance to the claims or issues in the case.

**INTERROGATORY NO. 5:**

Does the City intend to claim that any other party (plaintiffs and/or defendants) should be named in this cause of action, or does the City intend to claim that there are other necessary parties that need to be named in this case, or does the City intend to claim that there are other necessary and/or indispensable parties that should be named in this case. If so, please list in detail all parties you think should be named and each and every reason a specific party should be named.

...

**RESPONSE TO INTERROGATORY NO. 5:**

No.

**INTERROGATORY NO. 6:**

Please list and describe each and every point of legal access to a public roadway you contend was available to the 17 Acre Property as of May 17, 2018. **You must provide a written answer that includes all information responsive to this interrogatory. In the event your answer to this interrogatory references a document by bates range, you must explain your interpretation of the document and how it is responsive to the interrogatory.**

**RESPONSE TO INTERROGATORY NO. 6:**

The City objects to this Interrogatory in its entirety on the ground that it seeks evidence that is not relevant to any issue raised in the Complaint and is not likely to lead to the discovery of evidence relevant to any issue raised in the Complaint. The Interrogatory purports to seek evidence relating to Plaintiffs' categorical and *Penn Central* regulatory taking claims, under which Plaintiffs have the burden to show that the City's actions deprived the parcel as a whole of any economic use. *See State v. Eighth Judicial Dist. Ct.* 131 Nev. 411, 419, 351 P.3d 736, 741 (2015) (to effect a regulatory taking, the regulation must "completely deprive[] an owner of all economically beneficial use of her property"); *Kelly v. Tahoe Reg'l Planning Agency*, 109 Nev. 638, 649-50-51, 855 P.2d 1027, 1034 (1993) (regulation must deny "all economically viable use of [] property" to constitute a taking under either categorical or *Penn Central* tests); *Boulder City v. Cinnamon Hills Assocs.*, 110 Nev. 238, 245-46, 871 P.2d 320, 324-35 (1994) (taking requires agency action that "destroy[s] all viable economic value of the prospective development property"). Because the City approved Plaintiffs' applications to develop the 17-Acre Property with 435 luxury housing units, the City must have judgment on Plaintiffs' categorical and *Penn Central* regulatory taking claims. Ex. SSS (City's approvals of 17-Acre Applications); Exs. FFF, GGG, BBBB (City's letters to Developer confirming validity of 17-Acre Approvals and two-year extension to build; Ex. BBBB dated Dec. 23, 2021). None of the evidence sought in this Interrogatory or by any further discovery can affect that result.

The City further objects to this Interrogatory as vague and ambiguous because the terms

“legal access” and “public roadway” are not defined. The 17-Acre Property abuts and has direct access to Rampart Blvd and Alta Dr. However, the City does not review specific curb cuts to accomplish that access until there is an approved development project. This is because the proposed development type determines the access required and the City reviews such requests for their impacts on traffic, public infrastructure, etc.

The Developer has approval to seek building permits for construction of improvements providing physical access to the 17 Acre Property on Rampart Blvd subject to compliance with the conditions of approval for SDR-62392, including but not limited to the following:

A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

Ex. SSS (approval letters).

**INTERROGATORY NO. 7:**

If the City is claiming that it notified the Landowners, or any prior owner of the Subject Property, that development on the 17 Acre Property would not be permitted due to open space or drainage requirements, state in detail every instance of such notification, the substance of the notification, the means of the notification the date of such notification, the individual providing the notification, and the individual receiving the notification.

**RESPONSE TO INTERROGATORY NO. 7:**

The City objects to this Interrogatory in its entirety on the ground that it seeks evidence that is not relevant to any issue raised in the Complaint and is not likely to lead to the discovery of

evidence relevant to any issue raised in the Complaint. The Interrogatory purports to seek evidence relating to Plaintiffs' categorical and *Penn Central* regulatory taking claims, under which Plaintiffs have the burden to show that the City's actions deprived the parcel as a whole of any economic use. *See State v. Eighth Judicial Dist. Ct.* 131 Nev. 411, 419, 351 P.3d 736, 741 (2015) (to effect a regulatory taking, the regulation must "completely deprive[] an owner of all economically beneficial use of her property"); *Kelly v. Tahoe Reg'l Planning Agency*, 109 Nev. 638, 649-50-51, 855 P.2d 1027, 1034 (1993) (regulation must deny "all economically viable use of [] property" to constitute a taking under either categorical or *Penn Central* tests); *Boulder City v. Cinnamon Hills Assocs.*, 110 Nev. 238, 245-46, 871 P.2d 320, 324-35 (1994) (taking requires agency action that "destroy[s] all viable economic value of the prospective development property"). Because the City approved Plaintiffs' applications to develop the 17-Acre Property with 435 luxury housing units, the City must have judgment on Plaintiffs' categorical and *Penn Central* regulatory taking claims. Ex. SSS (City's approvals of 17-Acre Applications); Exs. FFF, GGG, BBBB (City's letters to Developer confirming validity of 17-Acre Approvals and two-year extension to build; Ex. BBBB dated Dec. 23, 2021). None of the evidence sought in this Interrogatory or by any further discovery can affect that result.

The City further objects to this Interrogatory to the extent that it seeks a description of communications with "the City of Las Vegas." The term "City of Las Vegas" is undefined, vague and ambiguous. As written, the term could refer to any of the approximately 3,000 employees of the City.

To the extent that the City only acquires property or acts on development applications through its City Council or Planning Commission, the City Council and Planning Commission records related to Plaintiffs' development applications for Badlands are publicly available and have been produced to Plaintiff or were created by Plaintiff and therefore are in Plaintiff's possession.

With respect to drainage, the City approved the Developer's 17-Acre Applications subject to conditions requiring technical review to ensure adequate drainage improvements prior to issuance of building permits and grading permits.

...

1 The City further objects to the definition of the “Subject Property” as a portion of the  
2 Badlands. The property at issue in this regulatory takings action is the 1,539-acre Peccole Ranch  
3 Master Plan or, at a minimum, the 250-acre Badlands.

4 **INTERROGATORY NO. 8:**

5 If the City is claiming that the 17 Acre Property may not be developed residentially due to  
6 open space and/or drainage requirements, state the metes and bounds and the exact square footage  
7 of the land allegedly required for open space and drainage, indicate each classification separately.  
8 As part of this interrogatory, please also detail the date of the classification and the mechanism  
9 which designated it as such.

10 **RESPONSE TO INTERROGATORY NO. 8:**

11 The City objects to this Interrogatory in its entirety on the ground that it seeks evidence that  
12 is not relevant to any issue raised in the Complaint and is not likely to lead to the discovery of  
13 evidence relevant to any issue raised in the Complaint. The Interrogatory purports to seek evidence  
14 relating to Plaintiffs’ categorical and *Penn Central* regulatory taking claims, under which Plaintiffs  
15 have the burden to show that the City’s actions deprived the parcel as a whole of any economic use.  
16 *See State v. Eighth Judicial Dist. Ct.* 131 Nev. 411, 419, 351 P.3d 736, 741 (2015) (to effect a  
17 regulatory taking, the regulation must “completely deprive[] an owner of all economically  
18 beneficial use of her property”); *Kelly v. Tahoe Reg’l Planning Agency*, 109 Nev. 638, 649-50-51,  
19 855 P.2d 1027, 1034 (1993) (regulation must deny “all economically viable use of [] property” to  
20 constitute a taking under either categorical or *Penn Central* tests); *Boulder City v. Cinnamon Hills*  
21 *Assocs.*, 110 Nev. 238, 245-46, 871 P.2d 320, 324-35 (1994) (taking requires agency action that  
22 “destroy[s] all viable economic value of the prospective development property”). Because the City  
23 approved Plaintiffs’ applications to develop the 17-Acre Property with 435 luxury housing units,  
24 the City must have judgment on Plaintiffs’ categorical and *Penn Central* regulatory taking claims.  
25 Ex. SSS (City’s approvals of 17-Acre Applications); Exs. FFF, GGG, BBBB (City’s letters to  
26 Developer confirming validity of 17-Acre Approvals and two-year extension to build; Ex. BBBB  
27 dated Dec. 23, 2021). None of the evidence sought in this Interrogatory or by any further discovery  
28 can affect that result.

Without waiving this objection, the City responds that the Badlands is burdened by several drainage easements granted to the City by the Developer's predecessors in interest. The Parcel Map for Fore Stars Ltd. recorded June 18, 2015 in the Official Records of the Clark County Recorder in File 120, Page 49 of parcel maps identifies several drainage easements on the subject property, including but not limited to the following:

City of Las Vegas Easement for Drainage Purposes (900104:00806)

City of Las Vegas Easement for Drainage Purposes (950928:00846)

City of Las Vegas Easement for Right-of-Way and Drainage Purposes (20051018:002960)

City of Las Vegas Easement for Drainage Purposes (20051018:002962)

City of Las Vegas Easement for Drainage Purposes (20070216:00675)

Public drainage easement granted per book 83, page 61 of plats

In addition the foregoing, the 17-Acre Property is also burdened by an On-Site Drainage Improvements Agreement recorded August 14, 1995 in the Official Records of the Clark County Recorder as instrument number 950814:01303, as supplemented, amended and/or modified by that certain On-Site Drainage Maintenance Improvements Agreement dated January 24, 2017 and recorded January 25, 2017 in the Official Records of the Clark County Recorder as instrument number 20170125:002959 (collectively, the "Drainage Improvements Agreement").

The Drainage Improvements Agreement requires, among other things, that the required drainage improvements remain in place and operational until alternate or replacement flood control facilities acceptable to the City are operational and the City has provided written authorization for the removal of the improvements. The drainage easements can be terminated, modified, vacated, and/or relocated in accordance with an approved drainage plan and technical drainage study, subject to concurrence and the issuance of a letter of map revision by FEMA.

**INTERROGATORY NO. 9:**

If the City intends to argue that utilities were not available to the 17 Acre Property for residential development, state which utility and the basis for the alleged lack of availability.

...

...

**RESPONSE TO INTERROGATORY NO. 9:**

The City objects to this Interrogatory in its entirety on the ground that it seeks evidence that is not relevant to any issue raised in the Complaint and is not likely to lead to the discovery of evidence relevant to any issue raised in the Complaint. The Interrogatory purports to seek evidence relating to Plaintiffs' categorical and *Penn Central* regulatory taking claims, under which Plaintiffs have the burden to show that the City's actions deprived the parcel as a whole of any economic use. *See State v. Eighth Judicial Dist. Ct.* 131 Nev. 411, 419, 351 P.3d 736, 741 (2015) (to effect a regulatory taking, the regulation must "completely deprive[] an owner of all economically beneficial use of her property"); *Kelly v. Tahoe Reg'l Planning Agency*, 109 Nev. 638, 649-50-51, 855 P.2d 1027, 1034 (1993) (regulation must deny "all economically viable use of [] property" to constitute a taking under either categorical or *Penn Central* tests); *Boulder City v. Cinnamon Hills Assocs.*, 110 Nev. 238, 245-46, 871 P.2d 320, 324-35 (1994) (taking requires agency action that "destroy[s] all viable economic value of the prospective development property"). Because the City approved Plaintiffs' applications to develop the 17-Acre Property with 435 luxury housing units, the City must have judgment on Plaintiffs' categorical and *Penn Central* regulatory taking claims. Ex. SSS (City's approvals of 17-Acre Applications); Exs. FFF, GGG, BBBB (City's letters to Developer confirming validity of 17-Acre Approvals and two-year extension to build; Ex. BBBB dated Dec. 23, 2021). None of the evidence sought in this Interrogatory or by any further discovery can affect that result.

The City further objects to this Interrogatory because the term "utilities" is vague, ambiguous, and undefined. The term could refer to, among other things, water, gas, electric, sanitary sewer, or internet services. The only "utility" under the City of Las Vegas' jurisdiction is sewer services.

The City further objects to this Interrogatory because it does not refer to a specific time period for which it seeks information.

The City further objects to this Interrogatory because the availability of utilities to a specific property is determined at the time the developer applies for ministerial building permits and requires the approval of third-party utilities.

Without waiving these objections, the City responds that public sewer is directly available to the 17-Acre Property via the right-of-way on Rampart Blvd.

**INTERROGATORY NO. 10:**

State the amount the City of Las Vegas receives annually from the property taxes assessed on the 17 Acre Property by the Clark County Treasurers Office.

**RESPONSE TO INTERROGATORY NO. 10:**

The City objects to this Interrogatory in its entirety on the ground that it seeks evidence that is not relevant to any issue raised in the Complaint and is not likely to lead to the discovery of evidence relevant to any issue raised in the Complaint. The Interrogatory purports to seek evidence relating to Plaintiffs' categorical and *Penn Central* regulatory taking claims, under which Plaintiffs have the burden to show that the City's actions deprived the parcel as a whole of any economic use. *See State v. Eighth Judicial Dist. Ct.* 131 Nev. 411, 419, 351 P.3d 736, 741 (2015) (to effect a regulatory taking, the regulation must "completely deprive[] an owner of all economically beneficial use of her property"); *Kelly v. Tahoe Reg'l Planning Agency*, 109 Nev. 638, 649-50-51, 855 P.2d 1027, 1034 (1993) (regulation must deny "all economically viable use of [] property" to constitute a taking under either categorical or *Penn Central* tests); *Boulder City v. Cinnamon Hills Assocs.*, 110 Nev. 238, 245-46, 871 P.2d 320, 324-35 (1994) (taking requires agency action that "destroy[s] all viable economic value of the prospective development property"). Because the City approved Plaintiffs' applications to develop the 17-Acre Property with 435 luxury housing units, the City must have judgment on Plaintiffs' categorical and *Penn Central* regulatory taking claims. Ex. SSS (City's approvals of 17-Acre Applications); Exs. FFF, GGG, BBBB (City's letters to Developer confirming validity of 17-Acre Approvals and two-year extension to build; Ex. BBBB dated Dec. 23, 2021). None of the evidence sought in this Interrogatory or by any further discovery can affect that result.

The City further objects to this Interrogatory in its entirety because it seeks irrelevant information, the production of which is disproportionate to the needs of the case.

The City further objects to this Interrogatory because Clark County, and not the City, is the entity responsible for the collection of property taxes within the County. The City does not have

1 the duty to collect information not in the City's possession that is equally available to Plaintiff.

2 **INTERROGATORY NO. 11:**

3 State the 17 Acre Property's present zoning classification and the date it was officially  
4 designated as such in the City of Las Vegas Official Zoning Map Atlas by the Las Vegas City  
5 Council.

6 **RESPONSE TO INTERROGATORY NO. 11:**

7 The City objects to this Interrogatory in its entirety on the ground that it seeks evidence that  
8 is not relevant to any issue raised in the Complaint and is not likely to lead to the discovery of  
9 evidence relevant to any issue raised in the Complaint. The Interrogatory purports to seek evidence  
10 relating to Plaintiffs' categorical and *Penn Central* regulatory taking claims, under which Plaintiffs  
11 have the burden to show that the City's actions deprived the parcel as a whole of any economic use.  
12 *See State v. Eighth Judicial Dist. Ct.* 131 Nev. 411, 419, 351 P.3d 736, 741 (2015) (to effect a  
13 regulatory taking, the regulation must "completely deprive[] an owner of all economically  
14 beneficial use of her property"); *Kelly v. Tahoe Reg'l Planning Agency*, 109 Nev. 638, 649-50-51,  
15 855 P.2d 1027, 1034 (1993) (regulation must deny "all economically viable use of [] property" to  
16 constitute a taking under either categorical or *Penn Central* tests); *Boulder City v. Cinnamon Hills*  
17 *Assocs.*, 110 Nev. 238, 245-46, 871 P.2d 320, 324-35 (1994) (taking requires agency action that  
18 "destroy[s] all viable economic value of the prospective development property"). Because the City  
19 approved Plaintiffs' applications to develop the 17-Acre Property with 435 luxury housing units,  
20 the City must have judgment on Plaintiffs' categorical and *Penn Central* regulatory taking claims.  
21 Ex. SSS (City's approvals of 17-Acre Applications); Exs. FFF, GGG, BBBB (City's letters to  
22 Developer confirming validity of 17-Acre Approvals and two-year extension to build; Ex. BBBB  
23 dated Dec. 23, 2021). None of the evidence sought in this Interrogatory or by any further discovery  
24 can affect that result.

25 Without waiving this objection, the City responds that the City approved the Developer's  
26 request to change the zoning of the 17-Acre Property from R-PD7 to R-3 (medium density  
27 residential) on February 15, 2017. *See* Ex. SSS. The present zoning classification of the 17 Acre  
28 Property is R-3. The date it was officially designated as such on the City's official zoning map atlas

1 is irrelevant.

2 DATED this 20th day of January 2022.

3 McDONALD CARANO LLP

4 By: /s/ George F. Ogilvie III  
5 George F. Ogilvie III (NV Bar No. 3552)  
6 Christopher Molina (NV Bar No. 14092)  
7 2300 W. Sahara Avenue, Suite 1200  
8 Las Vegas, Nevada 89102

9 LAS VEGAS CITY ATTORNEY'S OFFICE  
10 Bryan K. Scott (NV Bar No. 4381)  
11 Philip R. Byrnes (NV Bar No. 166)  
12 Rebecca Wolfson (NV Bar No. 14132)  
13 495 South Main Street, 6th Floor  
14 Las Vegas, Nevada 89101

15 SHUTE, MIHALY & WEINBERGER, LLP  
16 Andrew W. Schwartz (CA Bar No. 87699)  
17 (Admitted *pro hac vice*)  
18 Lauren M. Tarpey (CA Bar No. 321775)  
19 (Admitted *pro hac vice*)  
20 396 Hayes Street  
21 San Francisco, California 94102

22 *Attorneys for City of Las Vegas*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on the 20th day of January 2022, a true and correct copy of the foregoing **DEFENDANT CITY OF LAS VEGAS' RESPONSE TO PLAINTIFF LANDOWNER FORE STARS, LTD.'S FIRST SET OF INTERROGATORIES** was electronically served with the Clerk of the Court via the Clark County District Court Electronic Filing Program which will provide copies to all counsel of record registered to receive such electronic notification.

/s/ Jelena Jovanovic  
Jelena Jovanovic

# Exhibit 20

1 **SUPPLEMENTAL DECLARATION OF JAMES J. LEAVITT, ESQ. IN SUPPORT OF**  
2 **PLAINTIFF LANDOWNERS' MOTION FOR ATTORNEY FEES**

3 I, James J. Leavitt, Esq., declare under penalty of perjury as follows:

4 1. I am an attorney licensed to practice law in the State of Nevada, and am an attorney  
5 at the Law Offices of Kermit L. Waters, the attorneys of record for FORE STARS, Ltd. and 180  
6 LAND CO., LLC ("Landowners") in 180 Land Co., LLC v. City of Las Vegas, Case No.: A-17-  
7 758528-J ("Case").

8 2. I make this declaration based on personal knowledge, except where stated to be  
9 upon information and belief, and as to that information, I believe it to be true. If called upon to  
10 testify to the contents of this declaration, I am legally competent to do so in a court of law.

11 3. I have reviewed the additional time sheets kept in this matter from November 2021  
12 through January 25, 2022. During this period, I billed 124.78 hours. This time was actually spent  
13 working on the 35 Acre Case and was all reasonable and necessary.

14 I declare under penalty of perjury under the law of the State of Nevada that the foregoing  
15 is true and correct.

16 Executed this 26<sup>th</sup> day of January, 2022.

17 /s/ James J. Leavitt  
18 JAMES J. LEAVITT, ESQ.

1 **SUPPLEMENTAL DECLARATION OF AUTUMN L. WATERS, ESQ. IN SUPPORT OF**  
2 **PLAINTIFF LANDOWNERS' MOTION FOR ATTORNEY FEES**

3 I, Autumn L. Waters, Esq., declare under penalty of perjury as follows:

4 1. I am an attorney licensed to practice law in the State of Nevada, and am an attorney  
5 at the Law Offices of Kermitt L. Waters, the attorneys of record for FORE STARS, Ltd. and 180  
6 LAND CO., LLC ("Landowners") in 180 Land Co., LLC v. City of Las Vegas, Case No.: A-17-  
7 758528-J ("Case").

8 2. I make this declaration based on personal knowledge, except where stated to be  
9 upon information and belief, and as to that information, I believe it to be true. If called upon to  
10 testify to the contents of this declaration, I am legally competent to do so in a court of law.

11 3. I have reviewed the additional time sheets kept in this matter from November 2021  
12 through January 25, 2022. During this period, I billed 171.97 hours. This time was actually spent  
13 working on the 35 Acre Case and was all reasonable and necessary.

14 4. I have additionally reviewed the additional hours of the legal assistants and  
15 paralegal at the Law offices of Kermitt Waters from November 2021 through January 25, 2022.  
16 For the 35 Acres case, 140.47 staff hours were billed. This time was actually spent on the 35 Acre  
17 Case and was reasonable and necessary.

18 I declare under penalty of perjury under the law of the State of Nevada that the foregoing  
19 is true and correct.

20 Executed this 26<sup>th</sup> day of January, 2022.

21 /s/ Autumn Waters  
22 AUTUMN L. WATERS, ESQ.  
23  
24

1 **SUPPLEMENTAL DECLARATION OF KERMITT L. WATERS, ESQ. IN SUPPORT**  
2 **OF PLAINTIFF LANDOWNERS' MOTION FOR ATTORNEY FEES**

3 I, Kermit L. Waters, Esq., declare under penalty of perjury as follows:

4 1. I am an attorney licensed to practice law in the State of Nevada. I am an attorney  
5 at the Law Offices of Kermit L. Waters, the attorneys of record for FORE STARS, Ltd. and 180  
6 LAND CO., LLC ("Landowners") in 180 Land Co., LLC v. City of Las Vegas, Case No.: A-17-  
7 758528-J ("35 Acre Case").

8 2. I make this declaration based on personal knowledge, except where stated to be  
9 upon information and belief, and as to that information, I believe it to be true. If called upon to  
10 testify to the contents of this declaration, I am legally competent to do so in a court of law.

11 3. I have reviewed the additional time sheets kept in this matter from November 2021  
12 through January 25, 2022. During this period, I billed 0.50 hours. This time was actually spent  
13 working on the 35 Acre Case and was all reasonable and necessary.

14 I declare under penalty of perjury under the law of the State of Nevada that the foregoing  
15 is true and correct.

16 Executed this 26<sup>th</sup> day of January, 2022.

17 /s/ Kermit L. Waters  
18 KERMIT L. WATERS, ESQ.

1 **SUPPLEMENTAL DECLARATION OF MICHAEL SCHNEIDER, ESQ. IN SUPPORT**  
2 **OF PLAINTIFF LANDOWNERS' MOTION FOR ATTORNEY FEES**

3 I, Michael Schneider Esq., declare under penalty of perjury as follows:

4 1. I am an attorney licensed to practice law in the State of Nevada, and am an attorney  
5 at the Law Offices of Kermitt L. Waters, the attorneys of record for FORE STARS, Ltd. and 180  
6 LAND CO., LLC ("Landowners") in 180 Land Co., LLC v. City of Las Vegas, Case No.: A-17-  
7 758528-J ("35 Acre Case").

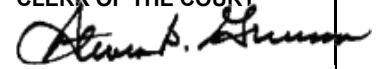
8 2. I make this declaration based on personal knowledge, except where stated to be  
9 upon information and belief, and as to that information, I believe it to be true. If called upon to  
10 testify to the contents of this declaration, I am legally competent to do so in a court of law.

11 3. I have reviewed the additional time sheets kept in this matter from November 2021  
12 through January 25, 2022. During this period, I billed 15.8 hours. This time was actually spent  
13 working on the 35 Acre Case and was all reasonable and necessary.

14 I declare under penalty of perjury under the law of the State of Nevada that the foregoing  
15 is true and correct.

16 Executed this 26<sup>th</sup> day of January, 2022.

17 /s/ Michael Schneider  
18 MICHAEL SCHNEIDER, ESQ.



1 **RIS**

2 Bryan K. Scott (NV Bar No. 4381)  
3 Philip R. Byrnes (NV Bar No. 166)  
4 Rebecca Wolfson (NV Bar No. 14132)  
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12 rwolfson@lasvegasnevada.gov

13 (Additional Counsel Identified on Signature Page)

14 *Attorneys for Defendant City of Las Vegas*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 180 LAND COMPANY, LLC, a Nevada limited liability  
18 company, FORE STARS, LTD, SEVENTY ACRES,  
19 LLC, DOE INDIVIDUALS I through X, DOE  
20 CORPORATIONS I through X, DOE LIMITED  
21 LIABILITY COMPANIES I through X,

22 Plaintiffs,

23 v.

24 CITY OF LAS VEGAS, political subdivision of the State  
25 of Nevada, ROE government entitles I through X, ROE  
26 Corporations I through X, ROE INDIVIDUALS I  
27 through X, ROE LIMITED LIABILITY COMPANIES I  
28 through X, ROE quasi-governmental entitles I through X,

Defendants.

Case No. A-17-758528-J

Dept. No. XVI

**REPLY IN SUPPORT OF CITY  
OF LAS VEGAS' MOTION TO  
AMEND JUDGMENT (Rules  
59(e) and 60(b)) AND STAY OF  
EXECUTION**

**Hearing Date:** February 8, 2022

**Hearing Time:** 9:00 a.m.

21 In their opposition, Plaintiffs 180 Land Co LLC and Fore Stars, Ltd. (collectively, the  
22 "Developer") simply double down on arguments they have made in this case that are not grounded  
23 in statute or case law. The City of Las Vegas reiterates that the judgment as written is counter to all  
24 takings law, which requires that the agency that is found to have "taken" the property be granted the  
25 deed to that property. Accordingly, the City requests that the judgment be amended to state that if the  
26 City pays the judgment, it will obtain title to the property. The Developer does not argue with the fact  
27 that title to the 35-Acre Property must transfer to the City, instead conceding that the title to the  
28 Property will be vested in the City. Opposition at 3-4. Although the City disputes the Developer's

1 reliance on eminent domain law for this proposition, it is nevertheless noteworthy that the Developer  
2 agrees that title should be transferred to the City once the judgment is paid.

3 The City also requests that the judgment be amended to state that the City is not obligated to  
4 pay the judgment amount until the judgment is final. As the City noted in its opening brief, the  
5 eminent domain statute, which requires that an agency taking property by eminent domain must pay  
6 the judgment within 30 days after final judgment, does not apply in this case. However, even if this  
7 Court decides that eminent domain law applies, the very statute which would require payment within  
8 30 days only applies after entry of a “final judgment.” NRS 37.140. The judgment in this case would  
9 not be final until all appeals have been exhausted. The City’s appeal will stay the City’s obligation to  
10 pay the money judgment until that appeal is resolved.

### 11 Analysis

#### 12 I. When the government is found to have “taken” property, title vests with the government

13 The City requests that the judgment be amended to state that the once the City pays the  
14 judgment, title will vest with the City.

##### 15 A. Takings law uniformly requires that the agency alleged to have taken property be 16 granted title to that property once it pays just compensation

17 The Developer suggests that the process by which a landowner whose land has been taken  
18 must deed the land to the agency that took the process is “unworkable” and “distasteful.”<sup>1</sup> However,  
19 takings cases uniformly provide that, if an agency takes property via inverse condemnation, it is  
20 entitled to hold the deed to that property once it has paid just compensation. *See Milens of California*  
21 *v. Richmond Redevelopment Agency*, 665 F.2d 906, 910 (9th Cir. 1982) (“If there is a taking and  
22 compensation is paid, then the Agency is entitled to a quit claim deed . . . .”); *see also Richmond Elks*  
23 *Hall Ass’n v. Richmond Redevelopment Agency*, 561 F.2d 1327, 1332 (9th Cir. 1977) (holding that  
24 the Agency found to have taken property via inverse condemnation was entitled a quitclaim deed that  
25  
26

---

27 <sup>1</sup> The Developer fails to explain why this process would be unworkable. The process by which the  
28 deed to a property is conveyed to an agency following payment of a money judgment for just  
compensation is simple and straightforward.

1 would convey to the Agency “the entire interest to which it is entitled under the proceedings of this  
2 lawsuit”).

3 The Developer does not dispute that the City should take title after paying the judgment.  
4 However, the Developer contends that eminent domain law governs the process, despite the fact that  
5 eminent domain law is inapplicable here. According to the Developer, the process by which the City  
6 must take title is set out in NRS 37.160, which states that once an agency deposits an award in an  
7 eminent domain action, the court will enter a final order of condemnation, at which time the title to  
8 the property will vest in the agency. Opposition at 3. To the contrary, because this matter is not an  
9 eminent domain case, and the City has not formally condemned the 35-Acre Property, the Court may  
10 not apply the process set out in NRS 37.160. Indeed, this statutory provision on its face reveals its  
11 inapplicability: it requires the court to enter a “final order of condemnation” stating “the purpose of  
12 such condemnation,” and provides that title to the property will vest in the agency “for the purpose  
13 therein specified.” NRS 37.160. However, because the City did not condemn the 35-Acre Property  
14 to further a public project, but instead merely denied a single development application, the Court  
15 would be hard-pressed to identify any public purpose as required to comply with this section. Instead,  
16 the City is simply entitled to the deed to the property once it has paid the judgment.

17 By maintaining that eminent domain laws and procedures apply despite the fact that this is an  
18 inverse condemnation case involving alleged regulation of use, the Developer attempts to protect its  
19 ability to argue that, even after the City holds title to the Property, the Developer will have “continued  
20 constitutional reversionary rights under Article 1 § 22(1) and (6).” Opposition at 3-4. However,  
21 section 22 is plainly irrelevant, as it is titled “Eminent domain proceedings.” The subsections cited  
22 by the Developer further reveal why reliance on eminent domain principles are logically irrelevant  
23 here. Section 22(1) states that public use shall not include the transfer of interest in property taken  
24 in an eminent domain proceeding from one private party to another private party, and that in eminent  
25 domain actions the government must prove public use. Art. 1 § 22(1). Here, the City merely denied  
26 an application to develop property, and it has no intention to use the property for public use—unlike  
27 in an eminent domain case. As a result, this section is inapplicable. Similarly, section 22(6) states  
28 that if property taken in eminent domain is not used within five years “for the original purpose stated

by the government,” then the property reverts back to the original property owner. Art. 1 §22(6). Again, the City has no stated purpose for the 35-Acre Property, because it did not condemn the property for a public project. Instead, it merely denied a single application for use. Accordingly, the Developer’s attempts to maintain a “reversionary right” to the property under these eminent domain provisions are misplaced and should be ignored.

**B. This is not an eminent domain action, so eminent domain law does not apply**

As the City has continuously argued, this is not an eminent domain action, so eminent domain law and procedures do not apply here. The City outlined clearly why *Alper*’s holding that eminent domain and inverse condemnation cases may be governed by the same rules does not apply carte blanche to every alleged regulatory taking. Motion at 4-5. The Developer continues to argue too broad an interpretation of *Alper* despite the fact that the case was limited to the situation in which an agency physically condemned property but failed to initiate formal eminent domain proceedings. 100 Nev. at 391, 685 P.2d at 949. This case is nothing like *Alper*, because here there is no evidence of a physical taking or attempt to physically condemn property. However, rather than address this argument or the logical distinctions between eminent domain and inverse condemnation, the Developer prefers to rely on a two-page string citation of irrelevant cases. The Developer asserts that *Alper* has been cited 28 times by the Nevada Supreme Court. Opposition at 4. Of the Developer’s 20 cited cases, however, *none* is a regulatory inverse condemnation case in which a regulation is alleged to limit the use of property, like this case. The fact that eleven (11) eminent domain cases, six (6) physical takings cases, and two (2) precondemnation damages cases have cited *Alper* is irrelevant to whether *Alper* applies in a regulatory taking inverse condemnation case like this one. Further, six (6) of the Developer’s 20 cited cases are unpublished. In sum, these irrelevant cases do not hold that the rules of eminent domain should apply to an inverse condemnation case where a regulation is alleged to have limited the use of property.

As the following breakdown shows, none of the cases cited by the Developer occur in a relevant setting. As noted, eleven of the Developer’s cited cases are eminent domain actions, in which the government has condemned property for a public project. *See City of North Las Vegas v. Robinson*, 122 Nev. 527, 532, 134 P.3d 705, 708 (2006) (where a city used its eminent domain power

1 to condemn property for a road-widening project, *Alper* was relevant to determine the highest and  
2 best use of property in the valuation stage); *State ex rel. Dept. of Transp. v. Barsy*, 113 Nev. 712,  
3 718, 941 P.2d 971, 975 (1997) (overruled on unrelated grounds in *GES, Inc. v. Corbitt*, 117 Nev. 265,  
4 268 fn. 6 (2001) (where the State initiated an eminent domain action, *Alper* was relevant in the context  
5 of determining the appropriate prejudgment interest rate); *City of Sparks v. Armstrong*, 103 Nev. 619,  
6 621-622, 748 P.2d 7, 8-9 (1987) (in an eminent domain proceeding, the court relies on the valuation  
7 factors used in *Alper*); *Belle Vista Ranch Co., LLC v. RTC of Washoe*, 486 P.3d 710, 2021 WL  
8 1713288 at \*1 (Nev. 2021) (unpublished) (in an eminent domain case, the court cited *Alper* for the  
9 proposition that a valuation must exclude evidence of the government's proposed project's impact on  
10 the value of the property); *Nevada Power Co., v. 3 Kids, LLC*, 129 Nev. 436, 441, 302 P.3d 1155,  
11 1158 (2013) (in an eminent domain action, the court cited *Alper* for its rules about how to value  
12 property with reference to its highest and best use); *City of Las Vegas v. Bustos*, 119 Nev. 360, 362  
13 fns. 6, 8, 9, 75 P.3d 351, 352, fns. 6, 8, 9 (2003) (in an eminent domain proceeding, citing *Alper* for  
14 principles related to the valuation of condemned property); *County of Clark v. Sun State Properties,*  
15 *Ltd.*, 119 Nev. 329, 340 fn. 35, 72 P.3d 954, 961 fn. 35 (2003) (in an eminent domain action, the court  
16 cited *Alper* with respect to prejudgment interest); *County of Clark v. Buckwalter*, 115 Nev. 58, 62,  
17 974 P.2d 1162, 1164 (1999) (in an eminent domain action, citing *Alper* with respect to the right to,  
18 and determination of, just compensation); *Stagecoach Utilities, Inc., v. Stagecoach General Imp.*  
19 *Dist.*, 102 Nev. 363, 366, 724 P.2d 205, 207 (1986) (where a water system was condemned by a  
20 general improvement district, court cited *Alper* for proposition that the utility was entitled to  
21 prejudgment interest); *Manke v. Airport Authority of Washoe County*, 101 Nev. 755, 759, 710 P.2d  
22 80, 82 (1985) (in a condemnation action, court cited *Alper* for proposition that the condemnee was  
23 entitled to prejudgment interest); *Iliescu v. Regional Transportation Com'n of Washoe County*, 297  
24 P.3d 637 (Table), 2021 WL 4933429 at \*5 (2021) (unpublished) (in a condemnation action, court  
25 cited *Alper* for proposition that valuation is based on property's highest and best use).

26 A further six cases cited by the Developer are physical regulatory takings cases, in which a  
27 government regulation is alleged to authorize a physical invasion of the subject property. These cases  
28 are irrelevant here, where the City's actions in denying the Developer's application to develop the

1 35-Acre Property are alleged to have regulated the use of the property, not to have authorized a  
2 physical invasion of the property. Thus, the fact that courts cited *Alper* in that context is irrelevant to  
3 whether *Alper* is applicable in the instant case. *See McCarran Airport v. Sisolak*, 122 Nev. 645, 650,  
4 674-675, 137 P.3d 1110, 1114, 1129-1130 (2006) (in a “*Loretto*-type” physical taking case, the court  
5 relied on *Alper* in the unrelated context of whether the Relocation Act applied, and in awarding  
6 prejudgment interest); *Vacation Village, Inc. v. Clark County*, 244 Fed.Appx. 785, 787-790, 2007  
7 WL 2292716 (9th Cir. 2007) (unpublished) (where an ordinance effected a “permanent physical  
8 taking of airspace,” the court cited *Sisolak*’s quotation of *Alper* for the unrelated principle that NRS  
9 Chapter 342 applies when an agency is funded by the federal government, and it cited *Alper* for the  
10 appropriate prejudgment interest rate, the proposition that NRS 37.175(3) could apply to relieve  
11 plaintiffs of paying interest when the trial date is delayed past 2 years by the defendant, and for the  
12 date of accrual of interest); *Dvorchak v. McCarran International Airport*, 126 Nev. 707, 2010 WL  
13 4117257 at \*2 (2010) (unpublished) (in a case involving the same ordinance at issue in *Sisolak*, which  
14 authorized the permanent physical invasion of airspace, the court cited *Sisolak*’s quotation of *Alper*  
15 for the statute of limitations); *Johnson v. McCarran International Airport*, 126 Nev. 728, 2010 WL  
16 4117218 at \*2 (2010) (unpublished) (in a case involving the same ordinance at issue in *Sisolak*, which  
17 authorized the permanent physical invasion of airspace, the court cited *Sisolak*’s quotation of *Alper*  
18 for the statute of limitations); *ASAP Storage Inc., v. City of Sparks*, 123 Nev. 639, 645 fn. 8, 173 P.3d  
19 734, 738 fn. 8 (2007) (court held that government action barricading a portion of the city did not  
20 constitute a taking, and cited *Alper* to support the proposition that real property interest supports a  
21 takings claim); *Argier v. Nevada Power Co.*, 114 Nev. 137, 140 fn. 2, 952 P.2d 1390, 1392 fn. 2  
22 (1998) (where an agency filed a complaint for an easement across land, the court cited *Alper* for the  
23 applicability of an analogous inverse condemnation case in a different jurisdiction).

24 The Developer’s remaining cited cases are similarly irrelevant. Two of these cases arise in the  
25 context of prejudgment interest, in which *Alper* was relevant to determine eligibility for and/or  
26 amount of prejudgment interest due. *See City of North Las Vegas v. 5th and Centennial*, 2014 WL  
27 1226443 at \*7 (2014) (unpublished) (where an agency announced its intent to condemn property for  
28 a public project, precondemnation damages were appropriate, but an inverse condemnation cause of

1 action was inappropriate where no physical or regulatory taking had occurred, citing *Alper*); *Buzz*  
2 *Stew LLC v. City of North Las Vegas*, 124 Nev. 224, fn 20, 181 P.3d 670 (2008) (where a city  
3 announced its intent to condemn property for a public project, but then failed to do so, the plaintiff  
4 had stated a claim for precondemnation damages, but its claim for prejudgment interest was moot,  
5 and court cited *Alper* with respect to prejudgment interest claim). The Developer also cites a case  
6 related to a constitutional initiative, which has no bearing on the present facts. *See Nevadans for the*  
7 *Protection of Property Rights, Inc. v. Heller*, 122 Nev. 894, 908 fn. 36, 141 P.3d 1235, 1244 fn. 36  
8 (2006) (in an action to prevent an initiative from being placed on the ballot, court rejected a provision  
9 that would have required compensation for any government action resulting in substantial economic  
10 loss, reciting *Alper*'s statement that inverse condemnation actions are constitutionally equivalent to  
11 eminent domain, without any context or explanation for the statement).

12 Because the Developer has not cited a single case like this one in which a regulation is alleged  
13 to have affected the use of property in which a court applied *Alper* to find that the rules of eminent  
14 domain must govern, the Developer's cited cases do not establish that eminent domain rules are  
15 applicable here.

16 **II. The Judgment should be amended to state that the City need not pay the money**  
17 **judgment until the judgment is "final," which does not occur until after all appeals are**  
18 **resolved**

19 The City also requests that the Judgment be amended to state that the City is not required to  
20 deposit the money judgment with the Clerk until the Judgment becomes final after appellate review.  
21 *See Motion at 3.* The Developer did not address the City's argument on this point in its Opposition,  
22 thereby waiving any opposition. As the City explained, because the City intends to appeal the  
23 Judgment and move for a stay, which should be granted as a matter of law, the Judgment will not  
24 become final until and unless the Nevada Supreme Court affirms the Judgment and issues a remittitur.  
25 *See Clark Cty. Off. of Coroner/Med. Exam'r v. Las Vegas Rev.-J.*, 134 Nev. 174, 177, 415 P.3d 16,  
26 19 (2018) ("[u]pon motion, as a secured party, the state or local government is generally entitled to a  
27 stay of a money judgment under NRCP 62(d) without posting a supersedeas bond or other security.").  
28 Accordingly, the City should not be required to deposit the money judgment until the Judgment is  
deemed final.

1 Even if the Court held that eminent domain law applied here—which it does not, as outlined  
2 above—the Judgment would not be “final” as required by NRS 37.140 until the Nevada Supreme  
3 Court resolves the City’s appeal. *See* NRS 37.140 (“The plaintiff must, within 30 days after final  
4 judgment, pay the sum of money assessed.”); *see also* NRS 37.009 (“‘Final judgment’ means a  
5 judgment which cannot be directly attached by appeal, motion for new trial or motion to vacate the  
6 judgment.”). Accordingly, the City requests that the Judgment be amended to clarify that the City has  
7 no obligation to pay the money judgment until the Nevada Supreme Court resolves the City’s appeal  
8 and issues a remittitur.

### 9 Conclusion

10 For the reasons stated herein and in the City’s Motion, the City requests that the Court amend  
11 the Judgment to (1) require the Developer to convey title to the Property if and when the City deposits  
12 the judgment and other amounts the Court determines are owed to the Developer with the Clerk of  
13 the District Court; and (2) state that the City is not obligated to pay the money judgment unless and  
14 until the Nevada Supreme Court affirms the Judgment and issues a remittitur.

15 DATED this 1st day of February, 2022.

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on the 1st day of February, 2022, I caused a true and correct copy of the foregoing **REPLY IN SUPPORT OF CITY OF LAS VEGAS' MOTION TO AMEND JUDGMENT (Rules 59(e) and 60(b)) AND STAY OF EXECUTION** to be electronically served with the Clerk of the Court via the Clark County District Court Electronic Filing Program which will provide copies to all counsel of record registered to receive such electronic notification.

/s/ Jelena Jovanovic

An employee of McDonald Carano LLP