

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

2 TAHICAN, LLC,

3 Petitioner,

4 vs.

5 THE EIGHTH JUDICIAL DISTRICT
6 COURT of the State of Nevada in and
7 for the County of Clark, and THE
8 HONORABLE KATHLEEN E.
9 DELANEY

10 Respondents.

11 and

12 MAX JOLY, PATRICIA JOLY, JEAN
13 FRANCOIS RIGOLLET, LE
14 MACARON LLC, and BYDOO, LLC,

 Real Parties in Interest

) Appeal No.:

)
) Nature of Proceeding: Writ of
) Electronically Filed
) Mandamus
) Mar 09 2022 03:34 p.m.
) Elizabeth A. Brown
) Clerk of Supreme Court
) Court below:
) Eighth Judicial District Court
) Case No.: A-16-734832-C

15 **APPELLANT'S APPENDIX**

16 (Vol. II of II)

17 (AA000247-AA000449)

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APPENDIX – ALPHABETICAL INDEX

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1	09/29/2015	LLC Membership Purchase Agreement	I	AA000001– AA000004
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19	03/07/2022	Order Granting in Part and Denying in Part Tahican, LLC's Motion to Expunge Lis Pendens Pursuant to NRS 14.015	II	AA000437– AA000449
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11	10/17/2018	Stipulation and Order Regarding Motion for Leave to Amend Complaint	I	AA000236–AA000239
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6	08/10/2018	Motion to Expunge Notice of Lis Pendens	I	AA000049–AA000064
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10	9/11/2018	Motion for Leave to Amend the First Amended Complaint to Add Defendants Tahican, LLC and to Add Punitive Damages	I	AA000189–AA000235
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12	10/30/2018	Court Minutes	I	AA000240–AA000241
13	11/27/2018	Order Regarding Lis Pendens	I	AA000242–AA000246
14	01/21/2022	Tahican, LLC's Motion to Expunge Lis Pendens Pursuant to NRS 14.015	II	AA000247–AA000344
15	01/24/2022	Defendant Tahican, LLC's First Supplement to Motion to Expunge Lis Pendens Pursuant to NRS 14.015	II	AA000345–AA000351
16	02/03/2022	Opposition to Second Motion to Expunge Lis Pendens	II	AA000352–AA000370
17	02/08/2022	Tahican, LLC's Reply in Support of Motion to Expunge Lis Pendens Pursuant to NRS 14.015	II	AA000371–AA000401

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CERTIFICATE OF SERVICE

Pursuant to NRAP 25, I hereby certify that on the 9th day of March, 2022, a copy of the foregoing Petition for Writ of Mandamus was deposited in the US Mail by first class mail, postage fully prepaid, to the following:

Honorable Kathleen E. Delaney
EIGHTH JUDICIAL DISTRICT COURT
Department 25
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

Jean Francois Rigollet
2003 Smoketree Village
Henderson, Nevada 89012
Defendant Pro Se and Real Parties in
Interest

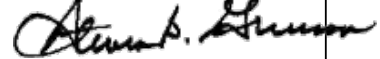
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Attorneys for Plaintiff and Real Party
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Bydoo LLC

/s/ Elizabeth Arthur
An Employee of CORY READE DOWS & SHAFER

EXHIBIT “14”

EXHIBIT “14”



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DISTRICT COURT

CLARK COUNTY, NEVADA

MAX JOLY, an individual,)	Case No.: A-16-734832-C
)	Dept. No.: 25
Plaintiff,)	
vs.)	<u>TAHICAN, LLC'S MOTION TO</u>
)	<u>EXPUNGE LIS PENDENS</u>
)	<u>PURSUANT TO NRS 14.015</u>
JEAN FRANCOIS RIGOLLET, an)	
Individual; LE MACARON LLC, a Nevada)	
Limited Liability Company; BYDOO, LLC,)	
a Nevada Limited Liability Company;)	
TAHICAN LLC, a Nevada Limited Liability)	HEARING REQUESTED
Company; DOES 1 through 10; and ROE)	
CORPORATIONS 1 through 10,)	Date of Hearing: TBD
)	Time of Hearing: TBD
Defendants.)	
<hr/>		
JEAN FRANCOIS RIGOLLET, an)	
Individual; LE MACARON LLC, a Nevada)	
Limited Liability Company; BYDOO, LLC,)	
a Nevada Limited Liability Company;)	
TAHICAN LLC, a Nevada Limited Liability)	
Company,)	
)	
Counterclaimants,)	
vs.)	
)	
MAX JOLY, an Individual,)	
)	
Counterdefendants.)	
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**TAHICAN, LLC'S MOTION TO EXPUNGE LIS
PENDENS PURSUANT TO NRS 14.015**

COMES NOW Defendant TAHICAN, LLC, a Nevada limited liability company ("Tahican"), by and through its attorney R. Christopher Reade, Esq. of the law firm of Cory Reade Dows & Shafer, and hereby files Defendant Tahican, LLC's Motion to Expunge Lis Pendens Pursuant to NRS 14.015. This Motion is made and based upon the following Memorandum of Points and Authorities contained herein, all of the pleadings on file, the attached exhibits, and any and any and all oral argument of counsel that the Court may entertain at the time of hearing.

Dated this 21st day of January, 2022.

CORY READE DOWS & SHAFER

By: /s/ R. Christopher Reade
R. CHRISTOPHER READE, ESQ.
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Attorney for Defendant TAHICAN, LLC

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POINTS AND AUTHORITIES

MAX JOLY ("Plaintiff" or "Joly") brought litigation related to the purchase agreement of Joly's shares of Le Macaron, LLC ("Le Macaron"). On April 4, 2017, Joly filed a Notice of Pendency of Action and Lis Pendens ("Lis Pendens")¹ on the property know as 2003 Smoketree Village Circle, Henderson, Nevada 89012 ("Property"). At the time of the filing of the Lis Pendens, Tahican, was the owner of the Property.² At the time of filing the Lis Pendens, Tahican was not a party to this litigation. On September 11, 2018, nearly a year and a half after filing the Lis Pendens,

¹ Notice of Pendency of Action and Lis Pendens, attached hereto as Exhibit "A".

² Quit Claim Deed, attached hereto as Exhibit "B".

1 Joly sought leave to add Tahican as a party to this litigation.³ The court granted the order to add
2 Tahican as a party on October 17, 2018.⁴

3 In order to file a lis pendens, the suit must affect the title or possession of the real property
4 described in the notice. NRS 14.010(1). However, at the time that Joly filed the Lis Penden, Joly
5 had not made any claim as to the title of the property. Further, Tahican, the owner of the property,
6 was not a party to this action. Under NRS 14.015(2), Joly will not be able to show that this suit
7 affects the title or possession of the Property since Joly has not made any claim to ownership or
8 possession of the property.

9 On August 8, 2018, defendant JEAN FRANCOIS RIGOLLET (“Rigolett”) filed a Motion
10 to Expunge Notice of Lis Pendens.⁵ At the hearing on this motion, this court held that “[a]lthough
11 case law does not exist in the State of Nevada regarding this issue, when claims are made for
12 fraudulent transfer under the Uniform Fraudulent Transfer Act, other jurisdictions have established
13 that a lis pendens is proper.”⁶ However, as will be discussed below, this is not an accurate statement
14 of Nevada law. As Joly’s Lis Pendens is beyond the scope of NRS 14.010, the court should expunge
15 and removed the Lis Pendens pursuant to NRS 14.015.

16 **ARGUMENT**

17 **I. THIS COURT SHOULD ORDER PLAINTIFF TO IMMEDIATELY REMOVE** 18 **AND EXPUNGE ITS LIS PENDENS⁷ AND TO CLEAR TITLE TO THE** 19 **SUBJECT PROPERTY.**

20 “Under NRCP 54(b), the district court may at any time before the entry of a final
21 judgment, revise orders which, like the one at issue, adjudicate fewer than all of the claims or the
22 rights and liabilities of all the parties.” Barry v. Lindner, 119 Nev. 661, 670, 81 P.3d 537, 543
23 (2003) (superseded by rule on other grounds as stated in LaBarbera v. Wynn Las Vegas, LLC,

24 ³ Motion For Leave To Amend The First Amended Complaint To Add Defendants Tahican, LLC and to Add
25 Punitive Damages, attached hereto as Exhibit “C”.

26 ⁴ October 17, 2018 Stipulation and Order, attached hereto as Exhibit “D”.

27 ⁵ Motion to Expunge Notice of Lis Pendens, attached hereto as Exhibit “E”.

28 ⁶ November 27, 2018 Order, attached hereto as Exhibit “F”.

⁷ Lis Pendens, attached hereto as Exhibit “A”.

1 134 Nev. 393, 395, 422 P.3d 138, 140 (2018)). See also Bank of N.Y. Mellon v. Holm Int'l Props.,
2 2021 Nev. App. Unpub. LEXIS 124, *7, 482 P.3d 727, 2021 WL 977698. “A district court may
3 reconsider a previously decided issue if substantially different evidence is subsequently introduced
4 or the decision is clearly erroneous.” Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga
5 & Wirth, Ltd., 113 Nev. 737, 741, 941 P.2d 486, 489 (1997). While this court has ruled on a
6 motion concerning the Lis Pendens, the motion was brought prior to Tahican be added to this suit.
7 The Courts ruling was also clearly erroneous as the order misconstrued Nevada Law on this
8 subject.
9

10 NRS 14.015(2) requires that the party who recorded the notice of pendency of the action
11 appear and establish to the satisfaction of the court that: (a) the action affects the title or possession
12 of the real property described in the notice; (b) the action was not brought in bad faith or for an
13 improper motive; (c) the moving party will be able to perform any conditions precedent to
14 receiving his relief affecting the title or possession of the real property; and (d) he would be injured
15 by any transfer of an interest in the property to a third-party before the action is concluded. NGA
16 #2 Ltd. Liab. Co. v. Rains, 113 Nev. 1151, 946 P.2d 163 (1992). Pursuant to NRS 14.015(3),
17 Joly must also establish to the satisfaction of this Court, that:
18

19 (a) That it is likely to prevail in the action; or

20 (b) That it as a fair chance of success on the merits in the action; that injury
21 to Plaintiffs be sufficiently serious that, in the event of a transfer, the hardship
22 on it is greater than the hardship on the Defendants as a result of the notice
23 of pendency; and that if it prevails it will be entitled to relief affecting the
24 title or possession of the real property. Id.

25 Joly cannot satisfy these factors. First, Joly’s causes of action does not affect the title or
26 possession of the Property. “[L]is pendens are not appropriate instruments for use in promoting
27 recoveries in actions for personal or money judgments; rather, their office is to prevent the transfer
28 or loss of real property which is the subject of dispute in the action that provides the basis for the

lis pendens.” Weddell v. H2O, Inc., 128 Nev. 94, 106, 271 P.3d 743, 751 (2012). Joly has never made any claim of ownership or possession of the Property in this case.

In the Second Amend Complaint, the only complaint to which Tahican was a party, Joly has nine causes of actions.⁸ None of these causes of action seek ownership or possession of the Property. In the second cause of action, Joly seek declaratory relief that “Tahican LLC’s assets are in fact Bydoo, LLC’s assets and are subject to collection by Plaintiffs[sic].”⁹ Since this cause of action is only seeking use Tahican’s assets in order to pay any judgment that Joly might get, it is not to seek ownership or possession of the Property.

In the sixth cause of action, Joly claims that all defendants committed fraud against him.¹⁰ The allegedly fraudulent activity was that Joly relied on the solvency of Bydoo, LLC (“Bydoo”), for his alleged transfer of Le Macaron, and that Bydoo fraudulently divested itself of any assets.¹¹ Again, nowhere in this cause of action does Joly seek ownership or possession of the Property.

In the eighth cause of action, Joly alleged that all of the defendants converted Joly’s property, which was the payment under the note for the alleged transfer of Joly Shares of Le Macaron.¹² Again, Joly never makes any claim of ownership or possession of the Property. “Conversion is a distinct act of dominion wrongfully exerted over **personal property** in denial of, or inconsistent with, title or rights therein or in derogation, exclusion, or defiance of such rights.” Edwards v. Emperor's Garden Rest., 122 Nev. 317, 328, 130 P.3d 1280, 1287 (2006)(emphasis added). Under Nevada law, you cannot convert real property. Therefore, this is

⁸ Second Amended Complaint pp 12,15, & 17, attached hereto as Exhibit “G”.

⁹ Second Amended Complaint p 12 ¶ 82.

¹⁰ Second Amended Complaint p 15.

¹¹ Second Amended Complaint p 15 ¶¶ 104–106.

¹² Second Amended Complaint p 17 ¶¶ 121–121.

1 not a request for the ownership or possession of the Property but for the Property to be used as
2 security for the payment on the note.

3 The Last cause of action is fraudulent transfer of Bydoo's properties.¹³ This court held that
4 "case law does not exist in the State of Nevada regarding this issue, when claims are made for
5 fraudulent transfer under the Uniform Fraudulent Transfer Act, other jurisdictions have
6 established that a lis pendens is proper."¹⁴ However, this an inaccurate statement of Nevada Law.

7
8 In Levinson, plaintiff was injured when she fell from a horse rented from a stable. Levinson
9 v. Eighth Judicial Dist. Court, 109 Nev. 747, 749, 857 P.2d 18, 19 (1993). Claiming that the stable
10 had fraudulently transferred assets to Levinson, plaintiff filed a fraudulent transfer action. Id. the
11 Nevada Supreme Court held that "lis pendens are not appropriate instruments for use in promoting
12 recoveries in actions for personal or money judgments; rather, their office is to prevent the transfer
13 or loss of real property which is the subject of dispute in the action that provides the basis for the
14 lis pendens. Id. at 750, 20. "It is one thing to say that there may be a colorable claim against real
15 property and another to conclude that the claim is such as to affect the title or the right to
16 possession of the property within the meaning of the lis pendens statute." Id. at 751, 20. "To repeat,
17 lis pendens is not available to merely enforce a personal or money judgment." Id. "There must be
18 some claim of entitlement to the real property affected by the lis pendens, a condition wholly
19 absent in the case before us" Id. See also Marrocco v. Eighth Judicial Dist. Court of Nev., No.
20 64337, 2013 Nev. Unpub. LEXIS 1820, at *1 (Nov. 26, 2013), attached as Exhibit "G" (The use
21 of a lis pendens in fraudulent transfer action is not appropriate and the district court acted
22 arbitrarily and capriciously when it denied defendant's motion to expunge the lis pendens) and
23 Bank of the W. v. Second Judicial Dist. Court, 2017 Nev. App. Unpub. LEXIS 134, *1, 133 Nev.
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27 ¹³ Second Amended Complaint 17.

28 ¹⁴ November 27, 2018 Order, attached hereto as Exhibit "F".

1 982, attached hereto as Exhibit “H” (the use of a lis pendens in a fraudulent transfer action was
2 not appropriate).

3 Joly has only sought the right to collect against the Property; he has never sought
4 ownership or possession of the Property. “It is fundamental to the filing and recordation of a lis
5 pendens that the action involve some legal interest in the challenged real property.” Weddell at
6 106 (quoting In re Bradshaw, 315 B.R. 875, 888 (Bankr. D. Nev. 2004). “Therefore, under Nevada
7 law, the filing of a notice of pendency is limited to actions involving the foreclosure of a mortgage
8 upon real property, or affecting the title or possession of real property.” Id. (cleaned up). Since
9 Joly has never sought ownership or possession of the Property, Joly cannot meet the first prong
10 under NRS 14.015(2).
11

12 The next requirement under NRS 14.015(2) is that the action was not brought in bad faith
13 or for an improper motive. The court should be able to presume bad faith in this issue. Joly filed
14 a Lis Pendens on the Property, which was owned by a non-party on April 4, 2017.¹⁵ It was not
15 until October 17, 2018 that Tahican became a party to this suit—over 18 months later.¹⁶ Purposely
16 clouding the title of the Property, who is owned by a third party against which no claims had been
17 brought, is bad faith. Further, Joly has never claimed any ownership or possessory interest in the
18 Property, which makes that Lis Pendens contrary to NRS 14.010.
19

20 Nevada law is clear, Joly must have brought some claim that affects the ownership or
21 possession of the Property. Joly has never made any claim that affects the ownership or possession
22 of the Property and did not bring in the owner of the Property until 2½ after filing the initial
23 complaint. Therefore, this Court should order the Lis Pendens to be immediately cancelled and
24 expunged from the property.
25

26
27 ¹⁵ Notice of Pendency of Action and Lis Pendens.

28 ¹⁶ October 17, 2018 Stipulation and Order.

1 **II. ALTERNATIVELY, IF THE COURT DENIES THIS MOTION TO EXPUNGE**
2 **THE LIS PENDENS, TAHICAN REQUESTS A STAY OF THIS CASE TO**
3 **BRING A WRIT TO THE NEVADA APPELLATE COURTS.**

4 If the Court denies this motion, Tahican requests that the court stay this action to allow a
5 writ of mandamus to be brought before the Nevada appellate courts. A party must first request a
6 stay in the district court NRAP 8(a)(1)(A). This requirement also applies to seeking a stay before
7 filing a writ with the Nevada Supreme Court. Fritz Hansen A/S v. Eighth Judicial Dist. Court, 116
8 Nev. 650, 657, 6 P.3d 982, 986 (2000). The district court has authority to issue a stay pursuant to
9 NRCP 62(d) on the issuing of a supersedeas bond or other bond or security. The purpose of a
10 supersedeas bond is to protect the prevailing party from loss resulting from a stay of execution of
11 the judgment. McCulloch v. Jeakins, 99 Nev. 122, 123, 659 P.2d 302, 303 (1983) app. dismissed,
12 100 Nev. 816, 808 P.2d 18, (1984). Since a final judgment has not entered, a supersedeas bond is
13 not appropriate.

14
15 NRAP 8(c) provides factors for the appellate court to review when deciding to issue the
16 stay. Those factors are:

17 (1) whether the object of the appeal or writ petition will be defeated if the stay or
18 injunction is denied; (2) whether appellant/petitioner will suffer irreparable or serious
19 injury if the stay or injunction is denied; (3) whether respondent/real party in interest
20 will suffer irreparable or serious injury if the stay or injunction is granted; and (4)
whether appellant/petitioner is likely to prevail on the merits in the appeal or writ
petition.

21 NRAP 8(c). The first factor is will the writ petition be defeated if the stay is denied. NRAP 8(c)(1).
22 In this matter, Joly has filed a Lis Pendens which is beyond what is authorized by NRS 14.010.
23 The Nevada Supreme Court has recognized the importance of restoring the vendibility of land
24 after a lis pendens has been recorded. See Coury v. Tran, 111 Nev. 652 (1995). Joly filed a Lis
25 Pendens which was not authorized by Nevada law, every day that it is in place, harms Tahican.

26
27 The second and third factors are irreparable harm. NRAP 8(c)(2)&(3). Tahican will suffer
28 irreparable harm if the stay is not granted. “Normally, the only cognizant harm threatened to the

1 parties is increased litigation costs and delay.” Mikohn Gaming Corp. v. McCrea, 120 Nev. 248,
2 253, 89 P.3d 36, 39 (2004). “We have previously explained that litigation costs, even if potentially
3 substantial, are not irreparable harm.” Id. However, it is not the costs of suit that are harming
4 Tahican, it is the slander of Tahican’s title to the Property. Joly filed an unauthorized lis pendens
5 which is causing irreparable harm to Tahican. The third factor is whether Joly will be irreparable
6 harmed by the stay. Since Joly has filed a Lis Pendens, that is beyond the scope of NRS 14.010,
7 the only harm Joly has is a delay in the litigation. “[A] mere delay in pursuing...litigation normally
8 does not constitute irreparable harm. Id.

10 The last factor is the likelihood of the success on the merits. NRAP 8(c)(4). This factor is
11 strongly in favor of Tahican. Joly filed a Lis Pendens on the Property, which was owned by a non-
12 party on April 4, 2016.¹⁷ It was not until October 17, 2018 that Tahican became a party to this
13 suit—over 18 months later.¹⁸ In this case, none of Joly’s causes of action affect the title or
14 possession of the Property. “[L]is pendens are not appropriate instruments for use in promoting
15 recoveries in actions for personal or money judgments; rather, their office is to prevent the transfer
16 or loss of real property which is the subject of dispute in the action that provides the basis for the
17 lis pendens.” Weddell v. H2O, Inc., 128 Nev. 94, 106, 271 P.3d 743, 751 (2012). The Nevada
18 Supreme Court has held that lis pendens are not appropriate in fraudulent transfer cases. Levinson,
19 at 749, 19. As the lis pendens is beyond the scope of the NRS 14.010, success on appeal is
20 balanced in favor of Tahican.

23 “A writ of mandamus is available to compel the performance of an act which the law
24 requires as a duty resulting from an office, trust or station, NRS 34.160, or to control an arbitrary
25 or capricious exercise of discretion.” Levinson at 750, 20(1993) See also Int’l Game Tech., Inc. v.
26

27 ¹⁷ Notice of Pendency of Action and Lis Pendens.

28 ¹⁸ October 17, 2018 Stipulation and Order.

1 Second Judicial Dist. Court, 124 Nev. 193, 197, 179 P.3d 556, 558 (2008) and Round Hill Gen.
2 Imp. Dist. v. Newman, 97 Nev. 601, 637 P.2d 534 (1981). The writ can only issues if there is not
3 “a plain, speedy and adequate remedy in the ordinary course of law.” NRS § 34.170. As there is
4 not a just and speed remedy in this matter, a writ of mandamus is available on this issue. Levinson
5 at 750, 20(1993). See also Marrocco, 2013 Nev. Unpub. LEXIS 1820, at *1 and Bank of the W.,
6 133 Nev. 982.
7

8 CONCLUSION

9 Based on the foregoing argument, Defendant Tahican respectfully requests that this Court
10 grant Motion to Expunge Lis Pendens in its entirety. Joly filed a motion

11 Dated this 21st day of January, 2022.

12 CORY READE DOWS & SHAFER

13 By: /s/ R. Christopher Reade
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 21st day of January, 2022, I served a copy of the foregoing TAHICAN, LLC’S MOTION TO EXPUNGE LIS PENDENS PURSUANT TO NRS 14.015 in the following manner upon the parties so indicated therein as having received service:

☒ NEFCR System upon the following Parties in accordance with NEFCR 9 and 13:

JARED JENNINGS, ESQ. Nevada Bar No. 007762 JENNINGS & FULTON 2580 Sorrel Street Las Vegas, Nevada 89146 Attorneys for Plaintiff/Counterdefendant	Jean Francois Rigollet 2003 Smoketree Village Henderson, Nevada 89012 Defendant Pro Se
---	---

☐ First-Class United States mail, postage fully prepaid upon the following Parties who are not registered users in accordance with NEFCR 9(d) a sealed envelope, postage prepaid to the following counsel and/or parties to this matter:

☐ Personal Service upon the following users or their Counsel:

/s/ Elizabeth Arthur
An employee of CORY READE DOWS AND SHAFER

EXHIBIT “A”

EXHIBIT “A”

1 **NOLP**

2 **JENNINGS & FULTON, LTD.**

3 **JARED B. JENNINGS, Esq.**

4 Nevada Bar No. 7762

5 Email: jjennings@jfvlaw.com

6 **ADAM R. FULTON, Esq.**

7 Nevada Bar No. 11572

8 Email: afulton@jfvlaw.com

9 6465 West Sahara Avenue, Suite 103

10 Las Vegas, Nevada 89146

11 Telephone (702) 979-3565

12 Facsimile (702) 362-2060

13 *Attorneys for Plaintiff Max Joly*

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04/04/2017 05:07:43 PM



CLERK OF THE COURT

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**
16 ***

17 **MAX JOLY, an individual**

18 **Plaintiff**

19 **vs.**

20 **JEAN FRANCOIS RIGOLLET, an**
21 **individual; LE MACARON LLC, a Nevada**
22 **Limited Liability Company; BYDOO LLC,**
23 **a Nevada Limited Liability Company;**
24 **DOES 1-10; and ROB CORPORATIONS 1-**
25 **10,**

26 **Defendants.**

Case No.: A-16-734833-C

Dept. No.: XXV

27 **NOTICE OF PENDENCY OF**
28 **ACTION AND LIS PENDENS**

29 **NOTICE OF PENDENCY OF ACTION AND LIS PENDENS**

30
31 NOTICE IS HEREBY GIVEN TO ANY AND ALL PERSONS AFFECTED HEREBY
32 that a complaint has been filed in the above-entitled matter by the foregoing Plaintiff Max Joly,
33 as against certain Defendants, including JEAN FRANCOIS RIGOLLET, an individual, LE
34 MACARON LLC, a Nevada Limited Liability Company, and BYDOO LLC, a Nevada Limited
35 Liability Company, raising claims to title in and to the following property and that said
36 Complaint thereby creates a constructive trust thereon and that said Plaintiff does hereby provide
37 Notice pursuant to Chapter 14 of the Nevada Revised Statutes to any and all persons claiming
38 any interest in the Subject Real Property of this pending action located in Clark County, Nevada.

JENNINGS & FULTON, LTD.
6465 West Sahara Avenue, Suite 103
Las Vegas, NV 89146
(702) 979-3565

AA000260

commonly known as 2003 SMOKETREE VILLAGE CIR , HENDERSON, NV 89012, also described as APN# 178-20-311-033 and recorded in the Official Records of the Clark County, Nevada, Office the Recorder as follows:

LOT TEN (10) IN BLOCK FOUR (4) OF PARCEL 31 (A PORTION OF GREEN VALLEY RANCH - PHASE 2), AS SHOWN BY MAP THEREOF ON FILE IN BLOCK 63 OF PLATS, PAGE 11, AND BY CERTIFICATE OF AMENDMENT RECORDED OCTOBER 11, 1995 IN BOOK 951011 AS DOCUMENT NO 01517, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. [hereinafter "Subject Property"].

Pursuant to NRS 14.010 notice is hereby provided that Plaintiff is seeking to assert his rights to legal and equitable title in and to the Subject Property and to establish and declare Plaintiff's rights in the Subject Property, as well as additional claims of general and specific damages as alleged, attorney's fees and litigation costs, as well as any other form of relief which the Court may deem to be appropriate due to one or more of Defendant's acts, errors, conspiracies, and/or omissions, including the fact that said property is an asset of Judgment Debtor so indebted to Claimant.

Dated: This 4th day of April 2017

JENNINGS & FULTON, LTD.

By: 
MARK B. JENNINGS, Esq.
Nevada Bar No. 7762
Email: mjennings@jfvlaw.com
ADAM R. FULTON, Esq.
Nevada Bar No. 11572
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6465 West Sahara Avenue, Suite 103
Las Vegas, Nevada 89146
Telephone (702) 979-3565
Facsimile (702) 362-2060
Attorneys for Plaintiff Max Joly

JENNINGS & FULTON, LTD.
Last by John A. Joly, Esq. (1)
Las Vegas, Nevada
702 362 2060

EXHIBIT “B”

EXHIBIT “B”

APN: 178-20-311-033

Affix R.P.T.T: \$765.00

**WHEN RECORDED MAIL AND
MAIL TAX STATEMENT TO:
TAHICAN LLC
2003 Smoketree Village Cr
HENDERSON, NV, 89012**

Inst #: 20160512-0000347

Fees: \$19.00 N/C Fee: \$0.00

RPTT: \$790.50 Ex: #

05/12/2016 08:03:15 AM

Receipt #: 2761733

Requestor:

JAKUBCZACK GROUP LLC

Recorded By: MAYSM Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

QUIT CLAIM DEED

By this instrument dated 05/04/2016 for a valuable consideration,

**BYDOO LLC , 2003 SMOKETREE VILLAGE CR, HENDERSON,
NEVADA, 89012**

do(es) hereby REMISE, RELEASE, and FOREVER QUITCLAIM to:

TAHICAN LLC, 2003 Smoketree Village Cr HENDERSON, NV, 89012

**the following described real property in the State of Nevada, County of
Clark:**

SEE EXHIBIT "A" ATTACHED

Commonly known as: 2003 Smoketree Village Cr HENDERSON, NV, 89012

Exhibit A

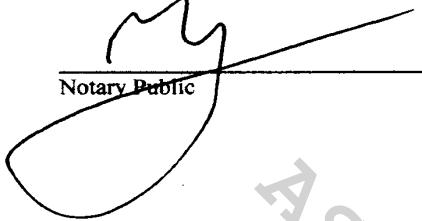
LEGAL DESCRIPTION

Lot Ten (10) in block four (4) of parcel 31 (a portion of Green Valley Ranch – phase 2), as shown by map thereof on file in block 63 of plats, page 11, and by certificate of amendment recorded October 11, 1995 in book 951011 as document No 01517, in the Office of the County Recorder of Clark County, Nevada.

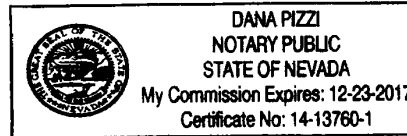
ASSESSOR'S COPY


STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On 4th day of MAY, 2016, personally appeared before me, a Notary Public,
JEAN FRANCOIS RIGOLLET personally known or proven to me to be the
person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that
he/she/they executed this instrument for the purposes therein contained.



Notary Public




RIGOLLET JEAN-FRANCOIS
MANAGER BYD00 LLC

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a. 178-20-311-033
b. _____
c. _____
d. _____

2. Type of Property:

a. ☐ Vacant Land b. ☒ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
Other _____

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____
Date of Recording: _____
Notes: _____

3.a. Total Value/Sales Price of Property \$ 155.000
b. Deed in Lieu of Foreclosure Only (value of property (_____))
c. Transfer Tax Value: \$ 155.000
d. Real Property Transfer Tax Due \$ 790.50

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity: GRANTOR

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: BYDOO LLC
Address: 2003 Smoketree Village Cr
City: Henderson
State: NV Zip: 89012

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: TAHICAN LLC
Address: 2003 Smoketree Village Cr
City: Henderson
State: NV Zip: 89012

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: JAKUBCZACK GROUP
Address: 155 WHITLY BAY AVE
City: LAS VEGAS

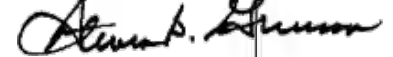
Escrow # _____
State: NV Zip: 89148

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

AA000266

EXHIBIT “C”

EXHIBIT “C”



1 MAMC
2 JARED B. JENNINGS, Esq.,
3 Nevada Bar No. 7762
4 Email: jjennings@jfnvlaw.com
5 ADAM R. FULTON, Esq.,
6 Nevada Bar No. 11572
7 Email: afulton@jfnvlaw.com
8 JENNINGS & FULTON, LTD.
9 2580 Sorrel Street
10 Las Vegas, Nevada 89146
11 Telephone (702) 979-3565
12 Facsimile (702) 362-2060
13 *Attorneys for Plaintiff Max Joly*

14
15 DISTRICT COURT
16 CLARK COUNTY, NEVADA
17

18 MAX JOLY, an individual

19 Plaintiff,

20 vs.

21 JEAN FRANCOIS RIGOLLET, an
22 individual; LE MACARON LLC, a
23 Nevada Limited Liability Company;
24 BYDOO LLC, a Nevada Limited Liability
25 Company; DOES 1-10; and ROE
26 CORPORATIONS 1-10,

27 Defendants.

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Counterclaimant,

vs.

MAX JOLY, an individual,

Counter-defendant.

Case No.: A-16-734832-C

Dept. No.: XXV

**MOTION FOR LEAVE TO AMEND
THE FIRST AMENDED COMPLAINT
TO ADD DEFENDANTS TAHICAN,
LLC AND TO ADD PUNITIVE
DAMAGES**

JENNINGS & FULTON, LTD.
2580 Sorrel Street
LAS VEGAS, NEVADA 89146
TELEPHONE 702-979-3565 • FAX 702-362-2060

1 Plaintiff/Counter-Defendant, MAX JOLY (hereinafter "Plaintiff"), by and through
2 his attorneys of record, Jared B. Jennings, Esq. and Adam R. Fulton, Esq., of the law firm
3 of Jennings & Fulton, LTD., hereby files Plaintiff's Motion For Leave to Amend the First
4 Amended Complaint to Add Defendants Tahican, LLC and to Add Punitive Damages.
5 The Motion is based upon the Memorandum of Points and Authorities stated herein, the
6 Proposed Second Amended Complaint attached as Exhibit "1", and all of the pleading
7 submitted to date in this action, and any oral argument which may be allowed at the time
8 of the hearing of this Motion.

9
10 DATED: September 11, 2018

11 JENNINGS & FULTON, LTD.

12
13 By: /s/ Jared B. Jennings, Esq.
14 JARED B. JENNINGS, ESQ.
15 Nevada Bar No. 7762
16 E-mail: jjennings@jfnvlaw.com
17 ADAM R. FULTON, ESQ.
18 Nevada Bar 11572
19 E-mail: afulton@jfnvlaw.com
20 2580 Sorrel Street
21 Las Vegas, Nevada 89146
22 Telephone: (702) 979-3565
23 Facsimile: (702) 362-2060
24 Attorneys for Plaintiff Max Joly
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YOU AND EACH OF YOU will please take notice that the Plaintiff's Motion For
Leave to Amend the First Amended Complaint to Add Defendant Tahican, LLC and to
Add Punitive Damages is hereby set for hearing on 16, day of OCTOBER, 2018 at
9:00A, a.m. in Department XXV.

XX UNSIGNED
DISTRICT COURT JUDGE

28

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. FACTUAL AND PROCEDURAL HISTORY

3 This case arose from a Breach of Contract claim, in addition to other claims
4 against Defendants using fraudulent means to convince Plaintiff to agree to purchase an
5 ownership interest in various joint ventures, including, but not limited to, various
6 residential properties and "Le Macaron" restaurant franchises located in Las Vegas,
7 Nevada. Rigollet defrauded Plaintiff of said ownership interests and Plaintiff's money
8 through nefarious means. Further, Rigollet convinced Plaintiff to sell his interest in the
9 Le Macaron, LLC venture to Bydoo, LLC and Rigollet for \$360,000.00, in which not a
10 single payment has been made.
11

12 On April 14, 2016 and April 24, 2016, Plaintiff properly served the Defendants
13 with Summons and the Complaint, and the First Amended Complaint on October 7,
14 2016.¹ The Defendants filed a Motion to Dismiss this matter on November 24, 2016,
15 *before* filing an Answer in the aforementioned case, and having their Motion to Dismiss
16 denied by the Court on December 20, 2016, which was entered on January 13, 2017. On
17 March 14, 2017, Plaintiff filed their third Three Day Notice of Intent to Take Default. On
18 April 21, 2017, a default was entered for Defendants failure to answer or otherwise plead
19 to Plaintiffs' First Amended Complaint.
20

21 On September 20, 2017, this Court entered a Notice of Entry of Order denying
22 Defendants' Motion to Set Aside Default. On November 22, 2017, the Court granted
23 Defendants' Motion for Reconsideration to Set Aside the Default. On December 7, 2017,
24 Defendants filed the Answer to First Amended Complaint and Counterclaim. On
25
26

27 ¹ On August 26, 2016 this Court signed a Stipulation and Order to Allow Plaintiff to
28 Amend the Complaint.

1 December 26, 2017, this Court granted Defendants counsel her Motion to Withdraw.
2 Defendants have yet to retain new counsel in this matter, despite Le Macaron LLC and
3 Bydoo LLC representing itself in proper person in direct violation of EDCR 7.42(b) and
4 undisputable case law of the inability of a corporate entity to appear in proper person. On
5 August 13, 2018, Plaintiff filed its Second Amended Complaint. On September 11, 2018
6 at the hearing of Defendant Jean Francois Rigollet's Motion to Expunge Notice of Lis
7 Pendens, the issue of the Second Amended Complaint arose and Plaintiff now seeks leave
8 to amend to file the Second Amended Complaint.
9

10 II. LEGAL STANDARD

11 Pursuant to NRCP 15(a), "[A] party may amend the party's pleading only by leave
12 of court or written consent of the adverse party; and leave shall be freely given when
13 justice so requires." Determining the propriety of a motion to amend, within this rule,
14 brings into focus the lower courts discretionary power. *Adamson v. Bowker*, 85 Nev. 115,
15 120 (1969). In the absence of any apparent or declared reason, such as, undue delay, bad
16 faith, or dilatory motive on the part of the movant, the leave to amend should be freely
17 given. *Stephens v. Southern Nev. Music Co.*, 89 Nev. 104 (1973).
18

19 Here, this Motion is timely even though the original Complaint being filed on April
20 11, 2016, this case does not have any scheduling order despite its lengthy procedural
21 history. On January 25, 2018, Plaintiff's counsel issued Defendants a Notice of 16.1 Early
22 Case Conference pursuant to N.R.C.P 16.1 set on February 7, 2018. On February 2, 2018,
23 Defendant Jean Francois Rigollet sent Plaintiff's counsel a letter postponing and
24 rescheduling the Early Case Conference until March 21, 2018. On April 25, 2018, the
25 Discovery Commissioner issued a Notice to Appear for Discovery Conference. In the
26 notice, the Discovery Commissioner addressed Defendants failure to: file a Case
27
28

1 Conference Report, obtain counsel for Defendants Le Macaron LLC and Bydoo LLC, and
2 potential sanctions for failing to comply with the Commissioner's orders. Despite the
3 unambiguous orders of the Commissioner, Defendants have failed to comply and no
4 progress has been made in this matter.

5
6 The Second Amended Complaint adds Tahican, LLC as a Defendant and adds
7 punitive damages. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC
8 quitclaimed multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of
9 any assets ("Exhibit 2"). Tahican, LLC is a proper Defendant in this action and necessary
10 Does Individuals and Roe Corporations properly plead in the First Amended Complaint.

11 Granting this Motion will not cause any undue delay as Plaintiffs recently
12 discovered the numerous fraudulent transfers. The Defendants/Counterclaimants will not
13 be unduly prejudiced by the Granting of this Motion because the parties have not
14 conducted the Early Case Conference and the Defendant entities, Le Macron LLC and
15 Bydoo LLC have yet to retain counsel to litigate this matter. Further, this Motion is timely
16 and interest of justice is best served by allowing all adverse parties to have adequate
17 notice of the Plaintiff's claims as discovery has yet to begin and the entity Defendants
18 have yet to obtain counsel as required by EDCR 7.42(b). As such, the Court should Grant
19 Plaintiff's Motion for Leave to file the Second Amended Complaint.
20
21

22 **III. LEGAL ARGUMENT**

23 **(A) Defendants Fraudulently Transferred Properties in Anticipation of and** 24 **During the Pendency of this Matter Warrant Punitive Damages**

25 The Uniform Fraudulent Transfer ACT (UFTA), NRS Chapter 112, is designed to
26 prevent a debtor from defrauding creditors by placing the subject property beyond the
27 creditors' reach. *Herup v. First Boston Fin., LLC*, 123 Nev. 228, 232 (2007). Three types
28

1 of transfers may be set aside under the UFTA: (1) actual fraudulent transfers; (2)
2 constructive fraudulent transfers; and (3) certain transfers by insolvent debtors. *Id.* at 873.

3 Actual fraudulent transfer is a transfer made or obligation incurred by a debtor is
4 fraudulent as to a creditor, whether the creditor's claim arose before or after the transfer
5 was made or the obligation was incurred, if the debtor made the transfer or incurred the
6 obligation: with actual intent to hinder, delay or defraud any creditor of the debtor, NRS
7 112.180(1)(a).
8

9 A transfer is constructively fraudulent if the debtor transfers the property without
10 receiving a reasonably equivalent value in exchange for the transfer, and the debtor (1)
11 was engaged in a transaction for which his remaining assets were unreasonably small in
12 relation to the transaction or (2) reasonably should have believed that he would incur
13 debts beyond his ability to pay. NRS 112.180(1)(b).
14

15 A fraudulent transfer by an insolvent debtor occurs in two situations: (1) when the
16 debtor makes the transfer without receiving a reasonably equivalent value in exchange for
17 the transfer and the debtor was insolvent at that time or the debtor became insolvent as a
18 result of the transfer or obligation, NRS 112.190(1); and (2) when an insolvent debtor
19 makes a transfer on an antecedent debt to an insider who had reason to believe the debtor
20 was insolvent, NRS 112.190(2).
21

22 NRS 11.220(1) provides a complete defense for an action for avoidance under NRS
23 112.180(1)(a) and states: [a] transfer or obligation is not voidable under paragraph (a) of
24 subsection 1 of NRS 112.180 against a person who took in good faith and for a reasonably
25 equivalent value or against any subsequent transferee or obligee. *Id.* at 874. In order to
26 establish a good faith defense to a fraudulent transfer claim, the transferee must show
27
28

1 objectively that he or she did not know or had no reason to know of the transferor's
2 fraudulent purpose to delay, hinder, or defraud the transferor's creditors. *Id.* at 876.

3 The proposed Second Amended Complaint adds Tahican, LLC. From January 8,
4 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed multiple properties to
5 Tahican, LLC, fraudulently dissolving Bydoo, LLC of any assets.² Plaintiff Max Joly
6 relied on the solvency of Defendant Bydoo, LLC with numerous properties as its assets to
7 secure a note until the note was paid off. In anticipation and throughout the pending
8 litigation, Defendant Bydoo LLC fraudulently transferred the properties to Tahican, LLC.

9 The Nevada Secretary of State business entity information revealed Jean-Francois
10 Rigollet as the registered agent, and Boris Yakubczack and Jean Rigollet as the managers.
11 Tahican, LLC is a proper Defendant in this action and a necessary roe corporation as pled
12 in the First Amended Complaint. Therefore, viable claims for fraudulent transfer against
13 Defendants are warranted and Plaintiffs leave to amend the First Amended Complaint
14 should be granted.

15 **(B) Defendants Fraudulent Transfers Warrant Leave to Amend the First Amended**
16 **Complaint to Add Punitive Damages**

17 A claim for punitive damages requires a showing that Defendant is guilty of
18 "oppression, fraud or malice, express or implied." NRS 42.005. Further, NRS 42.001
19 defines a conscious disregard as the "knowledge of the probably harmful consequences of
20 wrongful act and a willful and deliberate failure to act to avoid those consequences. The
21 Nevada Supreme Court has defined oppression as "a conscious disregard for the rights of
22 others which constitutes an act of subjecting plaintiffs to cruel and unjust hardships."
23
24
25
26

27
28 ² See Exhibit 2.

1 *Guaranty Nat'l Ins. Co. v. Potter*, 112 Nev. 199, 208 (1996). Plaintiff does not need to
2 show malice; plaintiff needs to merely show that Defendant acted with oppression,
3 express or implied. NRS 42.005. The tort of breach of good faith and fair dealings springs
4 from, and is therefore predicated upon, the breach of the duty of good faith and fair
5 dealing contained in every contract. *United States Fidelity & Guar. Co. v. Peterson*, 91
6 Nev. 617, 620 (1975). Punitive damages may be awarded in an action for breach of the
7 covenant of good faith. *Guaranty Nat. Ins. Co. v. Potter*, 112 Nev. 99 (1996).

8
9 Plaintiff seeks leave to amend the First Amended Complaint to incorporate punitive
10 damage allegations stemming from the fraudulent transfer of the Bydoo properties
11 predicated upon dissolving Defendant Bydoo, LLC of all of its assets. Plaintiff Max Joly
12 relied on the solvency of Defendant Bydoo, LLC with numerous properties as its assets to
13 secure a note. In anticipation and throughout the pending litigation, Defendant Bydoo
14 LLC fraudulently transferred the properties to Tahican, LLC.
15

16 The jury or this Court shall be permitted to determine whether punitive damages
17 should be assessed against Defendants based on all of the testimony and evidence
18 presented at the time of trial. There is a substantial amount of evidence which will be
19 presented at trial to prove that Defendants not only breach the contract between the
20 parties, but fraudulently transferred the above-referenced properties and acted with a
21 conscious disregard for the rights of Plaintiff, subjecting Plaintiff to an unjust hardship,
22 meeting the burden for punitive damages. Upon the conclusion of discovery, Plaintiff
23 intends to prove that Defendants acted intentionally and purposefully in a scheme to
24 deprive Plaintiff of his investment in the business ventures.
25

26 Therefore, Defendants actions warrant amending the First Amended Complaint to
27 add additional parties and allege punitive damages. Standard contract damages would not
28

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1 adequately compensate Plaintiff because Defendants would not be required to account
2 adequately for their bad faith. Therefore, viable claims for punitive damages against
3 Defendants and the pending additional defendants are warranted and Plaintiffs leave to
4 amend the First Amended Complaint should be granted.

5
6 **IV. CONCLUSION**

7 The Plaintiff having shown good cause, and the statutory right to request this Court
8 for leave to amend the Plaintiff's Amended Complaint being present; this Court should
9 grant this Plaintiff leave to file Plaintiff's Second Amended Complaint attached to this
10 Motion as Exhibit "1." Furthermore, This Court should order the Defendant to file any
11 amended answers within 20 days after service of the Notice of Entry of the Plaintiff's
12 Second Amended Complaint.

13
14 Dated: The 11th day of September, 2018

JENNINGS & FULTON, LTD.

15 By: /s/ Jared B. Jennings, Esq.

16 JARED B. JENNINGS, Esq.,

17 Nevada Bar No. 7762

18 Email: jjennings@jfnvlaw.com

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27
28

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CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(b), I hereby certify that I am an employee of JENNINGS & FULTON, LTD., and that on the 11th day of September 2018, I caused a true and correct copy of the foregoing **MOTION FOR LEAVE TO AMEND THE FIRST AMENDED COMPLAINT TO ADD DEFENDANT TAHICAN, LLC AND TO ADD PUNITIVE DAMAGES** to be served as follows:

 X by depositing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, enclosed in a sealed envelope; or

 by facsimile transmission, pursuant to E.D.C.R. 7.26, as indicated below; or

 by electronic service, pursuant to N.E.F.C.R. 9 and Administrative Order 14-2, as indicated below:

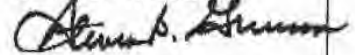
JEAN FRANCOIS RIGOLLET
2003 Smoketree Village Circle
Henderson, NV 89012

LE MACARON LLC
155 Whitly Bay Ave.
Las Vegas, NV 89148

BYDOO LLC
91 E. Agate #409
Las Vegas, NV 89123

/s/ Vicki Bierstedt
An Employee of
JENNINGS & FULTON, LTD.

EXHIBIT "1"



JENNINGS & FULTON, LTD.
2580 Sorrel Street
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702.979.3565

1 **ACOM**
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7 *Attorneys for Plaintiff Max Joly*

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

11 MAX JOLY, an individual

Case No.: A-16-734832-C

12 Plaintiff,

Dept. No.: XXV

13 vs.

14 JEAN FRANCOIS RIGOLLET, an
individual; LE MACARON LLC, a
15 Nevada Limited Liability Company;
BYDOO LLC, a Nevada Limited Liability
16 Company; TAHICAN, LLC, a Nevada
Limited Liability Company; DOES 1-10;
17 and ROE CORPORATIONS 1-10,

SECOND AMENDED COMPLAINT

**EXEMPT FROM ARBITRATION:
AMOUNT IN CONTROVERSY EXCEEDS
\$50,000.00 & DECLARATORY RELIEF
SOUGHT**

18 Defendants.

19
20 JEAN FRANCOIS RIGOLLET, an
individual; LE MACARON LLC, a
21 Nevada Limited Liability Company;
BYDOO LLC, a Nevada Limited Liability
22 Company; DOES 1-10; and ROE
23 CORPORATIONS 1-10,

24 Counterclaimant,

25 vs.

26 MAX JOLY, an individual,

27 Counter-defendant.

28 Plaintiff/Counter-Defendant MAX JOLY (hereinafter "Plaintiff") by and through his

1 attorneys of record, Jared B. Jennings, Esq. and Adam R. Fulton, Esq., of the law firm of Jennings
2 & Fulton, LTD. hereby files this Second Amended Complaint against Defendants JEAN
3 FRANCOIS RIGOLLET, LE MACARON LCC, BYDOO LLC, TAHICAN, LLC., DOES 1-10,
4 and ROE CORPORATIONS 1-10 and alleges as follows:

5 **PARTIES, JURISDICTION, AND VENUE**

6 1. Plaintiff is an individual whose principle residence is in Lausanne, Switzerland.

7 2. Defendant JEAN FRANCOIS RIGOLLET ("Rigollet") is an individual whose
8 principal residence is in Clark County, Nevada.

9 3. Defendant LE MACARON, LLC ("Le Macaron") is a limited liability corporation
10 formed under the laws of the United States and the State of Nevada, and conducts business in
11 Clark County, Nevada.

12 4. Defendant BYDOO, LLC ("Bydoo") is a limited liability corporation formed
13 under the laws of the United States and the State of Nevada, and conducts business in Clark
14 County, Nevada.

15 5. Defendant TAHICAN, LLC ("Tahican") is a limited liability corporation formed
16 under the laws of the United States and the State of Nevada, and conducts business in Clark
17 County, Nevada.

18 6. Plaintiff does not know the true names of the individuals, corporations,
19 partnerships and entities sued and identified in fictitious names as DOES 1-10 and ROE
20 CORPORATIONS 1-10. Plaintiff alleges that such Defendants assisted or participated in
21 activities that resulted in damages suffered by Plaintiff as more fully discussed under the claims
22 for relief set forth below. Plaintiff will request leave of this Honorable Court to amend this
23 Complaint to show the true names and capacities of each such fictitious Defendant when Plaintiff
24 discovers such information.

25 7. This Court has personal jurisdiction over all parties, as all parties involved are
26 residents of Clark County, Nevada, own property in Clark County, Nevada, or conduct business
27 in Clark County, Nevada. The Court has subject matter jurisdiction as Plaintiff is seeking
28

1 declaratory relief, breach of contract, and fraudulent transfer seeking damages in excess of
2 \$50,000.00.

3 8. Venue is proper because all events giving rise to Plaintiff's claims occurred in
4 Clark County, Nevada.

5 **GENERAL ALLEGATIONS**

6 **I. Background**

7 9. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
8 set forth herein.

9 10. At all times relevant the causes of action stated herein occurred in Clark County,
10 Nevada.

11 11. Plaintiff and Rigollet, and their respective wives, first encountered each other in
12 the early 2000's and eventually the couples became friends.

13 12. Since that time Rigollet has used fraudulent means, described in greater detail
14 below, to convince Plaintiff to agree to purchase an ownership interest in various joint ventures
15 (including various residential properties and "Le Macaron" restaurant franchises located in Las
16 Vegas, Nevada) and then later defraud Plaintiff of said ownership interests and Plaintiff's money
17 through nefarious means.

18 13. The following allegations of fraud are made for the purposes of satisfying the
19 statutory requirement under N.R.C.P. 9(b) that a cause of action for fraud be pled "with
20 particularity," as well as to support Plaintiff's allegation that Rigollet should be held personally
21 accountable for the actions of Bydoo under the doctrine of "piercing the corporate veil" and the
22 fraudulent transfers of properties from Defendant Bydoo, LLC to Defendant Tahican, LLC.

23 **II. Purchase of Residential Investment Properties**

24 14. On or about December 31, 2012, Rigollet proposed to Plaintiff a real estate
25 investment opportunity in real estate in Las Vegas which Rigollet assured Plaintiff would be
26 profitable.

27 15. In April 2013, Rigollet convinced Plaintiff to take part in the aforementioned
28

1 real estate investment and put Plaintiff in contact with Boris Jakubczack (hereinafter "Boris," a
2 non-party to this litigation) who was to facilitate the investment transaction.

3 16. In July 2013, Plaintiff travelled to Las Vegas, Nevada and met with Rigollet and
4 Boris wherein they visited several residential properties.

5 17. On or about August 2013, at the behest of Rigollet and Boris, Plaintiff agreed to
6 contribute a grand total of \$753,665.85 towards the purchase of five (5) residential properties for
7 investment purposes.

8 18. On or about August 8, 2013, Boris formed "NIPAMA LLC" for the purpose of
9 serving as the holding company for Plaintiff's investment in these properties and for which
10 Plaintiff and his spouse would serve as the lone shareholders.

11 19. Plaintiff desired to serve as managing member of NIPAMA, LLC. However, on or
12 about July 2013, Rigollet and Boris met with Plaintiff in person in Las Vegas and falsely
13 misrepresented to Plaintiff that under Nevada law, only a Nevada resident could serve as manager
14 of an LLC.

15 20. Based on this material and fraudulent misrepresentation, Plaintiff eventually
16 consented to allowing Rigollet to serve as the manager of NIPAMA, LLC while foregoing any
17 opportunity to serve in the same capacity, which gave him control over the NIPAMA LLC bank
18 accounts.

19 21. On or about the end of August, the five (5) aforementioned properties were
20 purchased and Rigollet became the manager of NIPAMA, LLC and was responsible for their
21 management.

22 22. Rigollet moved to Las Vegas in September 2013.

23 **III. Plaintiff and Defendants Enter into A Franchise Partnership To Operate "Le**
24 **Macaron" Franchises**

25 23. In April 2014, through discussions between Plaintiff and Rigollet regarding
26 Rigollet seeking to open a business to obtain an E-2 Investor Visa for Rigollet's son (who
27 eventually obtained a Green Card through a lottery system), Plaintiff showed Rigollet an
28

1 advertisement for "Le Macaron" franchises (a pastry shop that sells macarons and other pastry
2 products) and the two discussed the possibility of opening one or more in Las Vegas.

3 24. The two travelled to Sarasota, Florida in May 2014 to meet with a franchisor and
4 visit existing stores.

5 25. Rigollet suggested the two invest in the franchises as the investment would be
6 \$150,000.00 for each store and as they were going to open two (2) stores, they each would invest
7 \$150,000.00 in the venture, creating a 50% ownership interest for both Plaintiff and Bydoo in the
8 venture.

9 26. From April 2014 to August 2014, Rigollet represented on multiple occasions to
10 Plaintiff that Rigollet would contribute the same amount of money as Plaintiff into the company
11 as Plaintiff and Rigollet were 50/50 partners.

12 27. On or about July 9, 2014 Plaintiff and Bydoo executed an operating agreement to
13 establish and operate Le Macaron. The operating agreement created a franchise partnership
14 between Plaintiff and Bydoo, with the aforementioned 50/50 split in ownership.

15 28. Rigollet tasked Boris to set up "Le Macaron, LLC" with the Nevada Secretary of
16 State for purposes of operating the franchise.

17 29. Plaintiff lived in Switzerland at all times relevant to this litigation. Meanwhile,
18 Rigollet, with the help of Boris, who was living in Las Vegas, assumed responsibility for the
19 development of the venture, including eventual construction of the restaurants at issue.

20 30. Plaintiff relied throughout the venture on material representations made by
21 Rigollet that Rigollet would manage this joint venture in a professional, profitable, and competent
22 manner.

23 31. After establishing the franchise partnership, a search for possible locations for the
24 restaurants was undertaken. Rigollet suggested the Galleria Mall as a possible site.

25 32. Based on this representation, Plaintiff agreed to the Galleria Mall site. On October
26 29, 2014 a lease agreement was signed for an anticipated opening date of December 10, 2014.

27 33. A site for the second franchise was later selected at the Venetian Hotel & Casino,
28 with a lease agreement being signed on November 25, 2014. According to Rigollet, this second

1 restaurant would open in approximately March 2015.

2 34. Plaintiff had reservations about whether the site was too expensive. However,
3 Boris and Rigollet convinced him that it was the right location, in part by telling Plaintiff he
4 simply "did not know Las Vegas."

5 35. To convince Plaintiff to agree to that particular location, Rigollet assured Plaintiff
6 that "money [was] not a problem" and that he would advance Plaintiff's anticipated return on the
7 business' investment for a period of 2-3 years.

8 36. About this same time, Rigollet informed Plaintiff that, without Plaintiff's consent
9 or approval, he had switched the venture's bank account to Bank of America (the previous
10 account, established by Boris, had been with Chase Bank).

11 37. Curiously, Plaintiff was never given any access to this new account by Rigollet.
12 Plaintiff would later learn it was against the financial interests of the venture to have made this
13 change. However, Plaintiff was never given the opportunity to take part in the decision, thus
14 constituting evidence of fraud against him.

15 38. There were numerous unexplained delays in construction of the two Le Macaron
16 restaurants. Permits were not timely issued, and neither Rigollet nor Boris could explain
17 sufficiently the reasons why.

18 39. Plaintiff (who was still living in Switzerland at the time) repeatedly requested
19 updates from Rigollet and/or Boris about the reasons for the delay, but they could not provide a
20 sufficient answer.

21 40. During this time, Plaintiff's wife was diagnosed with cancer. Surgeries were
22 performed in February 2015, March 2015, and a final surgery was performed in June 2015, which
23 resulted in an amputation. This left Plaintiff in greater need of money.

24 41. On April 6, 2015, Boris stated construction of the restaurants were suffering from
25 significant cost overruns and that he could do nothing to speed up the construction process
26 because of trade union regulations—a fact he has known from the beginning but did not disclose
27 to Plaintiff.

28 42. To assist with some of the costs to have the franchises at more prominent and

1 expensive locations, On May 26, 2015, the franchisor loaned the parties \$200,000.00.

2 43. These locations were more expensive than originally anticipated and during
3 construction and set up, Rigollet was continually contacting Plaintiff in high pressured
4 communications telling Plaintiff that he needed to contribute more money to save his investment
5 and that Rigollet was matching any additional cash infusions by Plaintiff as they were 50/50
6 partners. As such, Plaintiff wired additional funds to Rigollet.

7 44. In order to assist in paying for cost overruns, Rigollet suggested Plaintiff agree to
8 the sale of one or more of the residential real properties identified earlier in this Complaint, which
9 Plaintiff was hesitant to do but which Rigollet pressured him into doing representing to Plaintiff
10 that he had a buyer who was willing to pay cash for the properties at a fair market value. Rigollet
11 falsely represented to Plaintiff that he would contribute the same amount of money to the venture
12 that Plaintiff contributed if Plaintiff agreed to sell one of his properties. Plaintiff reluctantly
13 approved the sale of one property and as Rigollet was the acting manager of NIPAMA, LLC, the
14 entity which held Plaintiff's properties, Rigollet sold the property without showing Plaintiff any
15 paperwork from the sale (purchase contract, settlement statement, etc.) even though Plaintiff
16 asked to see it. Plaintiff suspects and believes that Rigollet would not show Plaintiff the
17 paperwork as he financially benefitted from this sale illegally while acting as a manager
18 (fiduciary) to NIPAMA, LLC.

19 45. Plaintiff is informed and believes, and thereon alleges, that the aforementioned real
20 estate was sold for less-than market value not at "arm's length" to an interested party of Rigollet
21 and Boris. Plaintiff is further informed and believes, and thereon alleges, that such is the direct
22 result of fraud on the part of Rigollet and Boris designed to deprive him of his ownership interest
23 in the properties while simultaneously benefiting Defendants in an unfair manner.

24 46. Through the sale of property and all the additional wires sent by Plaintiff to
25 Rigollet as a result of the high-pressure communications demanding more money to prevent
26 Plaintiff from losing his investment, Plaintiff invested \$450,000.00 with Rigollet for Le Macaron,
27 with the belief that Rigollet had invested the same, being 50/50 partners.

28 47. Plaintiff began to grow suspicious of Rigollet and the alleged need for money to

1 cover alleged cost overruns. He was concerned Bydoo and/or Rigollet may not have contributed
2 their \$450,000.00 share to the business venture. However, each time Plaintiff requested to see the
3 financial records and books of the company, Rigollet made excuses as to why he could not
4 provide them. To date, Plaintiff has never seen his own business venture's financial records.

5 48. The Galleria location opened on or about August 15, 2015, significantly late and
6 vastly over budget.

7 49. The Venetian location opened on or about September 20, 2015, also significantly
8 late and vastly over budget.

9 50. At roughly the same time, Rigollet intentionally slandered Plaintiff to the
10 franchisor, claiming Plaintiff had "abandoned" the venture, which was patently untrue.

11 51. The venture obtained a health department license prior to the opening of the two
12 (2) restaurants.

13 52. All parties were excited about the venture and believed they would be very
14 lucrative, especially after the openings as the franchisor reported that it was the best recorded
15 opening of any other Le Macaron franchise to date.

16 53. Then, on or about September 24, 2015, just after the openings, Rigollet met with
17 Plaintiff in person and told Plaintiff that he no longer wished to work with him and that he wanted
18 to buy him out. It was at this meeting that Rigollet made the following misrepresentations to
19 Plaintiff: (1) that, pursuant to their agreement, Rigollet reaffirmed that he had invested the same
20 amount of money into the venture that Plaintiff had, (2) Rigollet told Plaintiff that since Plaintiff
21 didn't have enough money to buy out Rigollet's interest in Le Macaron, that Plaintiff had to
22 accept Rigollet's offer to buy Plaintiff's interest out and that if he didn't agree, Rigollet would
23 withdraw from the company and, since the health department required a Nevada resident for its
24 health license, if Plaintiff were left as the sole owner and someone (and Rigollet pointed to
25 himself) called the health department and reported it, the health department would shut the
26 business down, effectively forcing Plaintiff into believing he had to sell his shares in the company
27 to Rigollet or that the business would be shut down and Plaintiff would lose his investment, (4)
28 Rigollet represented that he would provide an accounting to Plaintiff showing the value of the

1 assets, the amount of liabilities, and the investments made into the company prior to issuing
2 Plaintiff a buyout amount, which Rigollet never provided, (5) Rigollet told Plaintiff that he would
3 buy out Plaintiff's interest using Bydoo, LLC, as Bydoo owned several valuable real estate
4 properties that would effectively serve as "collateral" on the note Rigollet would give him for his
5 interest in Le Macaroon, (6) Rigollet told Plaintiff that the Note would be structured to
6 aggressively make large payments to Plaintiff and that he would have it paid off in less than a
7 year.

8 54. Plaintiff felt blindsided at this meeting as the parties were jovially socializing just
9 the day before discussing how successful the venture would be, and Plaintiff believed that if he
10 didn't sell his interest to Rigollet, Rigollet would withdraw his interest and report the business to
11 the health department to shut it down and Plaintiff would lose everything.

12 55. Additionally, although Plaintiff felt that he was being pushed out intentionally, he
13 believed that Rigollet had several valuable properties owned by Bydoo, LLC and that Rigollet
14 would make all the payments on the Note to buy out Plaintiff's interest allowing Plaintiff to
15 recover some of his investment.

16 56. From August 2013 to December 2015 Rigollet took money from NIPAMA, LLC,
17 to pay for Rigollet's personal expenses on his own properties, which belonged solely to Plaintiff.

18 57. Under duress due to Rigollet's intentional false statement regarding the status of
19 the health department license, knowing he could not relocate from Europe to oversee the stores,
20 believing that Bydoo owned several valuable properties that far exceeded the amount of the
21 buyout, and being essentially "fed up" with the lies and misrepresentations made by Rigollet and
22 Boris during the construction process, especially by always making excuses as to why Plaintiff
23 could not see the financial records and books, Plaintiff agreed to sell his share of the venture to
24 Rigollet and Bydoo.

25 **IV. Plaintiff Sells His Interest In The Venture To Bydoo (Rigollet).**

26 58. On or about September 29, 2015, Defendants, in exchange for Plaintiff's
27 ownership interest, executed a LLC Membership Purchase Agreement ("Agreement"), attached
28

1 hereto as Exhibit "1", wherein the Defendants agreed to pay the Plaintiff the principal sum of
2 \$360,000.00 in installment agreements over a period of 9 months.

3 59. The Agreement required payments to be made from the Defendants to the Plaintiff
4 according to the payment schedule, which follows: \$100,000.00 to be paid no later than October
5 31, 2015; \$50,000.00 to be paid no later than November 15, 2015; \$70,000.00 to be paid no later
6 than February 28, 2016; and the remaining balance of \$140,000.00 to be paid no later than June
7 30, 2016.

8 60. Pursuant to the Agreement, Plaintiff assigned the ownership interest to the
9 Defendants on September 29, 2015.

10 61. To date, Defendants have never made one single payment according to the
11 Payment schedule.

12 62. Plaintiff is informed and believes, and hereon allege, that Defendants never
13 intended to make a payment according to the Agreement, nor did Defendants intend fulfill their
14 end of the Agreement.

15 63. Plaintiff is informed and believes, and hereon alleges, that Defendants specifically
16 intended to defraud Plaintiff of his ownership interest in all the manners identified and described
17 above and that Plaintiff relied on the material misrepresentations of the Defendants in entering
18 into the aforementioned Agreement which resulted in damages to the Plaintiff.

19 64. Plaintiff has tried to contact the Defendants numerous times but Defendants have
20 not responded to Plaintiff.

21 65. Defendants are in breach of the Agreement because the Defendants have not made
22 one single payment according to the payment schedule in the Agreement and have not paid the
23 entire purchase price of \$360,000.00.

24 **V. Bydoo LLC, Fraudulent Conveys Numerous Properties to Tahican, LLC**

25 66. The Nevada Secretary of State business entity information revealed Jean-Francois
26 Rigollet as the registered agent, and Boris Yakubczack and Jean Rigollet as the managers of
27 Tahican, LLC.
28

1 67. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous
2 properties as its assets to secure a note until the note was paid off.

3 68. Plaintiff transferred over his 50% ownership interest in Le Macaron without
4 adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions
5 to sell his interest in Le Macaron.

6 69. In anticipation and throughout the pending litigation, Defendant Bydoo LLC
7 fraudulently transferred the properties to Tahican, LLC without adequate consideration.

8 70. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed
9 multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of any assets., and
10 Tahican LLC then sold the properties to various third parties, attached hereto as Exhibit "2".

11 71. Tahican, LLC has commenced selling properties relied on by Plaintiff for the note.

12 72. Plaintiff seeks resolution of his claims once and for all by a court of competent
13 jurisdiction.

14 73. Plaintiff has sustained damages in excess of \$15,000.00 as a result of Defendants
15 failure to abide by the terms of the Agreement.

16 74. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
17 seeks recovery of his attorneys' fees and court costs.

18 **FIRST CLAIM FOR RELIEF**

19 **(Breach of Contract)**

20 **(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)**

21 75. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
22 set forth herein.

23 76. Plaintiff and Defendants entered into a valid and existing contract (the Agreement)
24 wherein the Defendant agreed to pay the Plaintiff as set forth herein.

25 77. Defendants breached the contract by failing to pay any of the scheduled payments
26 owed to the Plaintiff.

1 78. Plaintiff has performed all conditions, covenants, and promises required by
2 Plaintiff pursuant to the aforementioned Agreement by transferring his ownership interest to the
3 Defendants.

4 79. As a direct and proximate consequence of the foregoing, Plaintiff has suffered
5 damages in excess of \$15,000.00.

6 80. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
7 seeks recovery of his attorneys' fees and court costs pursuant to the law.

8 **SECOND CLAIM FOR RELIEF**

9 **Declaratory Relief**

10 **(Against All Defendants)**

11 81. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
12 set forth herein.

13 82. A dispute has arisen, and actual controversy now exists between Plaintiff and
14 Defendants, including DOES 1-10 and ROE CORPORATIONS 1-10, and each of them, as to
15 their rights and liabilities with respect to the Agreement, including the rights Plaintiff is claiming
16 pursuant to the Agreement. Plaintiff claims a right to Defendants' personal property. Plaintiff
17 seeks a declaration from the Court that Tahican LLC's assets are in fact Bydoo LLC's assets and
18 are subject to collection by Plaintiffs. Defendants dispute Plaintiff's claims. Therefore, an actual
19 controversy exists relative to the legal duties and rights of the respective parties, which Plaintiff
20 requests the Court to resolve.

21 83. All of the rights and obligations of the parties arose out of one series of events or
22 happenings, all of which can be settled and determined in a judgment in this one action. Plaintiff
23 alleges that an actual controversy exists between the parties under the circumstances alleged. A
24 declaration of rights, responsibilities and obligations of the parties is essential to determine their
25 respective obligations in connection with the Agreement. Plaintiff has not a true and speedy
26 remedy at law of any kind.

27 84. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
28 seeks recovery of his attorneys' fees and court costs pursuant to the law.

THIRD CLAIM FOR RELIEF

(Contractual Breach of the Covenant of Good Faith and Fair Dealings)
(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)

85. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

86. Plaintiff and Defendants entered into a valid contract whereby Defendants promised to pay the Plaintiff pursuant to the terms of the Agreement.

87. Every contract possesses an implied and expressed covenant that the parties to the Agreement would act in good faith and deal fairly with the parties to the Agreement.

88. Plaintiff performed all conditions pursuant to the Agreement and transferred Plaintiff's ownership interest to Defendants monies at the time of contract formation and all other conditions, covenants, and promises pursuant to the aforementioned Agreement with the Defendants.

89. Defendants breached the duty owed the Plaintiff when the Defendants in violation of the covenants and conditions stated in the Agreement, failed to perform pursuant to the Agreement by not paying the Plaintiff when their performance became due and owing.

90. As a direct result of the Defendants breach of the written agreement, the Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$15,000.00.

91. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

FOURTH CLAIM FOR RELIEF

(Unjust Enrichment)
(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)

92. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

93. Plaintiff alleges that the Defendants have been unjustly enriched, because Defendants enjoy a 100% ownership interest in Defendant LE MACARON, LLC without paying

1 for 50% of that interest. Plaintiff's ownership interests were transferred to the Defendants and the
2 Defendants intentional or negligent breach of the Agreement has caused financial harm to the
3 Plaintiff.

4 94. As a direct result of the Defendants' breach of the written contract resulting in the
5 Defendants being unjustly enriched, the Plaintiff has suffered damages as a direct and proximate
6 consequence in an amount in excess of \$15,000.00.

7 95. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
8 seeks recovery of his attorneys' fees and court costs pursuant to the law.

9 **FIFTH CLAIM FOR RELIEF**

10 **(Fraudulent Misrepresentation)**

11 **(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)**

12 96. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
13 set forth herein.

14 97. Prior to the transfer of Plaintiff's ownership interest, Defendants made fraudulent
15 representations to Plaintiff regarding Defendant Rigollet's and consequentially Bydoo's
16 investment in the venture, threats of withdrawal and cancellation of the health license, an
17 accounting, and that Bydoo's buyout of Plaintiff's shares would be secured by the substantial
18 assets of Bydoo until the note was paid off. As alleged above, Defendants made further
19 misrepresentations regarding the creation of the entity and control of the same for the properties
20 that Plaintiff purchased. Further, Defendants made misrepresentations regarding the sale of
21 Plaintiff's property and made misrepresentations regarding Plaintiff's bank accounts.

22 98. Defendants knew that the foregoing misrepresentations were false and intended to
23 induce Plaintiff to act on the misrepresentation.

24 99. Plaintiff would not have transferred over his 50% ownership interest in Le
25 Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendants
26 fraudulent representations to sell his interest in Le Macaron.

27 100. As a direct and proximate result of Defendants acts and omissions, Plaintiff has
28 suffered and will continue to suffer direct, incidental, and consequential damages in an amount to

1 be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

2 101. Defendants acted willfully and maliciously, and with oppression, fraud, or malice,
3 and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or
4 punitive damages.

5 102. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
6 seek recovery of his attorney's fees and costs pursuant to the law.

7 **SIXTH CLAIM FOR RELIEF**

8 **(Fraud)**

9 **(As Against All Defendants)**

10 103. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
11 set forth therein.

12 104. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous
13 properties as its assets to secure a note until the note was paid off.

14 105. Plaintiff transferred over his 50% ownership interest in Le Macaron without
15 adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions
16 to sell his interest in Le Macaron.

17 106. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed
18 multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of any assets.

19 107. As a direct and proximate result of Defendants acts and omissions, Plaintiff has
20 suffered and will continue to suffer direct, incidental, and consequential damages in an amount to
21 be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

22 108. Defendants acted willfully and maliciously, and with oppression, fraud, or malice,
23 and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or
24 punitive damages.

25 109. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
26 seek recovery of his attorney's fees and costs pursuant to the law.

SEVENTH CLAIM FOR RELIEF

(Piercing the Corporate Veil)

(Against Jean Francois Rigollet)

110. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth therein.

111. Rigollet is the sole manager and owner of Le Macaron and Bydoo and one of the two managers of Tahican, LLC, with Boris Jakubczack as the other manager.

112. There is such unity of interest and ownership between Le Macaron/Bydoo/Tahican and Rigollet that they are inseparable from each other.

113. Rigollet set up and established these entities with the intent to shield himself from personal liability from his own personal business ventures as an individual with the intent to further his fraud upon the Plaintiff.

114. Rigollet represented to Plaintiff that he was going to buy Plaintiff's interest in Le Macaron using Bydoo as Bydoo had substantial assets to secure the note until it was paid off.

115. Rigollet misused the protections of a limited liability company by self-dealings such as, comingling funds, funneling money to himself through these entities for his own personal gain as if these entities were merely hollow shells with no real assets or investors.

116. All of the profits derived through Le Macaron and Bydoo flow directly to Rigollet; therefore, both entities are merely the alter egos to the Rigollet.

117. Adherence to the corporate fiction of a separate entity would promote a manifest injustice or fraud against Plaintiff because Plaintiff never received any consideration in exchange for his ownership interest.

118. As a natural and proximate result of Rigollet using the above stated Defendant entities as direct result of Rigollet's breaches of written agreements and fraudulent activities, Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$15,000.00.

119. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

EIGHTH CLAIM FOR RELIEF

(Conversion)

(As Against All Defendants)

120. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth therein.

121. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous properties as its assets to secure a note until the note was paid off.

122. Plaintiff transferred over his 50% ownership interest in Le Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions to sell his interest in Le Macaron.

123. In anticipation and throughout the pending litigation, Defendant Bydoo LLC fraudulently transferred the properties to Tahican, LLC.

124. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of its assets.

125. Tahican, LLC has commenced selling properties relied on by Plaintiff for the note.

126. As a direct and proximate result of Defendants acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

127. Defendants acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages.

128. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

NINTH CLAIM FOR RELIEF

Fraudulent Transfer

(As Against All Defendants)

129. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth therein.

130. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous properties as its assets to secure a note until the note was paid off.

131. Plaintiff transferred over his 50% ownership interest in Le Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions to sell his interest in Le Macaron.

132. In anticipation and throughout the pending litigation, Defendant Bydoo LLC fraudulently transferred the properties to Tahican, LLC.

133. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of any assets and did not receive adequate consideration for the same. This was done with the intent to hinder, delay and defraud Plaintiff's abilities to collect the assets of Bydoo, LLC.

134. Tahican, LLC has commenced selling properties relied on by Plaintiff for the note.

135. As a direct and proximate result of Defendants acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

136. Defendants acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages.

137. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

WHEREFORE, Plaintiff prays as follows:

1. For a declaration of rights and obligations as between Plaintiff and Defendants;
2. For judgment against Defendants for damages in an amount in excess of \$15,000.00, together with interest thereon until entry of judgment;
3. For an award of punitive damages against Defendants for the fraudulent transfers in an amount in excess of \$15,000.00, together with interest thereon until entry of judgment;
4. For entry of an order compelling Defendants to pay Plaintiff's costs and attorneys' fees;

JENNINGS & FULTON, LTD.
2580 Sorrel Street
Las Vegas, NV 89146
702.979.3565

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- 5. Consequential and incidental damages according to proof at trial; and
- 6. For such other and further relief as the Court may deem just and proper.

DATED: August 13, 2018

JENNINGS & FULTON, LTD.

By: /s/ Jared B. Jennings, Esq.
JARED B. JENNINGS, ESQ.
Nevada Bar No. 007762
ADAM R. FULTON, ESQ.
Nevada Bar No. 11572
JENNINGS & FULTON, LTD.
2580 Sorrel Street
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Telephone: (702) 979-3565
Facsimile: (702) 362-2060
Email: jjennings@jfnvlaw.com
Email: afulton@jfnvlaw.com
Attorneys for Plaintiff Max Joly

JENNINGS & FULTON, LTD.
2540 Sunset Street
Las Vegas, NV 89146
702.979.3565

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 7.26, I hereby certify that on the 13th day of August 20186, I served a true and correct copy of the foregoing Plaintiff's **SECOND AMENDED COMPLAINT** by direct email through the Court's electronic filing system and prepaid first-class postage, to the persons and address listed below:

JEAN FRANCOIS RIGOLLET
LE MACARON LLC
BYDOO LLC
2003 Smoketree Village Circle
Henderson, NV 89012
Pro Se

/s/ Vicki Bierstedt

Employee of the Law Firm of Jennings &
Fulton, Ltd.

EXHIBIT “1”

LLC Membership Purchase Agreement

This Purchase Agreement is entered into on September 29th 2015, between Max JOLY, a married man (the "Seller"), and BVOOD LLC, a Nevada LLC (the "Buyer").

RECITALS

- A. Seller is a member in LE MACARON LLC, a Nevada limited liability company (the "Company");
- B. The business and affairs of the Company are governed by an Operating Agreement dated July 9th 2014 made between the members of the Company (the "Operating Agreement");
- C. Seller owns a 50% membership interest in the Company (the "Membership Interest");
- D. Seller desires to sell and Buyer desires to purchase the Membership Interest in accordance with the terms of this Agreement. In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as follows:

1. **Purchase and Sale of Membership Interest.** Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration thereof, Buyer agrees to pay to Seller \$300,000.00 (three hundred and sixty thousand dollars) as the shares price and balance of his owner account (balance of \$437,380 as of September 29th 2015). Payment is schedule as follows: \$100,000.00 (one hundred thousand dollars) to be wire to Seller no later than October 31st 2015, \$50,000.00 (fifty thousand dollars) to be wire to Seller no later than November 15th 2015, \$70,000.00 (seventy thousand dollars) to be wire to Seller no later than February 28th 2016 and the balance of \$140,000.00 (one hundred and forty thousand dollars) to be wire to Seller no later than June 30th 2016. This depreciation is due and agreed by all parties because of the high debts of the company at the time of transaction.
2. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of LE MACARON LLC, at 2003 Srockelton Village Cr, Henderson, Nevada on September 29th 2015.
3. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing that:
 - a) Seller has full power and authority to execute and deliver this Agreement and to perform Seller's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration.
 - b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or by which Seller is bound.
 - c) Seller holds of record, and owns beneficially, the Membership Interest, free and clear of any restrictions on transfer (other than any restrictions under the Operating Agreement or applicable law), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, or demands.
4. **Representation and Warranties of Buyer.** Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing that:
 - a) Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration.
 - b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which Buyer is bound.
5. **Investment Intent of Buyer.** Buyer acknowledges that the Membership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance upon federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for Buyer's own account for investment purposes only, and not with a view to further sale or distribution. Buyer is a sophisticated investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Membership Interest as Buyer requires or desires in order to evaluate the merits and risks inherent in owning the Membership Interest. Buyer is able to bear the economic risk and lack of liquidity inherent in owning the Membership Interest.
6. **Closing Covenants and Conditions.** Each of the Parties will use their reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Seller will use Seller's reasonable best efforts to obtain the consents of the other members of the Company to the sale of the Membership Interest contemplated by this Agreement in the time and manner required by the Operating Agreement and applicable law. Seller will use Seller's reasonable best efforts to cause the Company to permit Buyer to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations of the Company, to all premises, properties, personnel, books, records, and contracts of and pertaining to the Company. Buyer will treat and hold such information in strict confidence and will not use any of this information except in connection with this Agreement, and, if this Agreement is terminated for whatever reason, Buyer will return to the Company all such information and any and all copies.
7. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:
 - a) The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing;
 - b) Seller has performed and complied with all of Seller's covenants made in this Agreement in all material respects at the Closing;
 - c) There shall not be any injunction, judgment, order, decree, ruling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement; and "As-is" Sale. Except for the warranties given by Seller in Paragraph 3 of this Agreement, Seller has not made and is not giving Buyer any representation or warranty of any kind whatsoever with respect to the Membership Interest, the Company, or any of the business and properties of the Company, and Buyer assumes any and all of the risks associated therewith.
8. **Limited Indemnity by Seller.** Seller shall indemnify, hold harmless, and defend Buyer from and against any and all liability arising at any time Seller owned the Membership Interest, for Seller's default in Seller's promise to make a contribution to the Company, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or applicable law.
9. **Terms of Operating Agreement.** From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.
10. **Covenant Not to Compete; Promise of Confidentiality.** Until December 31st 2019, Seller shall not, directly or indirectly, compete with the Company in any respect, engage in any business or enterprise offering any products or services identical to, similar to, or competitive with any products or services that have been, or may hereafter be offered by the Company; or contact, solicit, or attempt to contact or solicit for any purpose, any past, present, or future customer, employee, or supplier of the Company. Further, at all times Seller shall not use or disclose any intellectual property, trade secrets or information, knowledge, or data relating in any way to the past, present, or future business efforts, conditions, customers, efforts, employees, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form. Seller expressly agrees and acknowledges that a loss arising from a breach of any provision under this Paragraph may not be reasonably and equitably compensated by money damages. Therefore, Seller agrees that in the case of any such breach, Company shall be entitled to injunctive and other equitable relief to prevent Seller from engaging in any prohibited activity, which relief shall be cumulative in addition to any and all other additional remedies that Company may be entitled to at law or in equity. If any court of competent jurisdiction shall determine that any part or all of any provision of this Paragraph is unenforceable or invalid due to the scope of the activities restricted or the geographical extent of the restraints, or otherwise, the parties expressly intend, agree, and stipulate that under such circumstances, the provisions of this Paragraph shall be enforceable to the fullest extent and scope permitted by law. The parties also agree to be bound by any judicial modifications to these provisions that any court of competent jurisdiction may make to carry out the intent and purpose of this

Paragraph. This article is limited to the State of Nevada.

11. Non-assignability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party.
12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of NEVADA.
13. Entire agreement. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties. The parties have executed this Agreement on the date listed on the first page.

Max JOLY

BYDOD LLC
Jean-François, Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



ASSIGNMENT OF MEMBERSHIP INTERESTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Max JOLY, a married man (hereinafter referred to as "Assignor"), hereby assigns, setover and transfers to BYDOO LLC, a NEVADA limited liability company (hereinafter referred to as "Assignee"), effective as of the date hereof, all of Assignor's membership interests in LE MACARON LLC and its series, a NEVADA limited liability company (the "LLC"), being a fifty percent (50%) membership interest, leaving Assignor without an interest in said LLC, and Assignee hereby accepts such assignment, as provided under the LLC Membership Purchase Agreement dated September 29th 2015 between Assignor and Assignee (the "Agreement").

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and Assignor does for itself, and its successors and assigns, covenant and agree with Assignee to specifically warrant and defend title to the said membership interests assigned hereby unto the Assignee, its successor and assigns, against any and all claims thereto by whomsoever made by or through the Assignor; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good, its transfer is rightful; that no consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the membership interests referenced herein; and that the membership interests are, have been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that there are no attachments, executions or other writs of process issued against the membership interests conveyed hereunder; that it has not filed any petition in bankruptcy nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated a bankrupt; and Assignor does, for itself, and its successors, and assigns, warrant that it will execute any such further assurances of the foregoing warranties and representations as may be requisite.

Max JOLY

BYDOO LLC
Jean-François, Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



AA000303

EXHIBIT “2”

Search Results Print

You searched under: **Ownership** for: **bydoo** with the document types of: **Ownership Documents** between: **1/1/1900** and **6/29/2017**

Records found: 20

Party Type	First Party Name	First Cross Party Name	Instrument	Document Type	Modifier	Record Date	Record Time	Remarks	Total Value
To	<u>BYDOO LLC</u>	RIGOLLET, JEAN FRANCOIS	201304120000553	DEED		4/12/2013	9:07:42 AM	178-20-311-033	0.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201307030003072	DEED		7/3/2013	2:02:12 PM	140-23-217-188	48900.0000
To	<u>BYDOO LLC</u>	HAIR MANAGEMENT LLC	201307030003074	DEED		7/3/2013	2:04:03 PM	140-23-217-099	48900.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201402240000019	DEED		2/24/2014	8:00:13 AM	179-17-611-062	69800.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201402240000011	DEED		2/24/2014	8:00:14 AM	139-19-612-032	84900.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201403140001293	DEED		3/14/2014	10:46:27 AM	140-30-519-021	60500.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201403170000015	DEED		3/17/2014	8:02:27 AM	140-22-316-061	59900.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201403170001193	DEED		3/17/2014	11:31:23 AM	140-30-515-023	65500.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201404240001902	DEED	CORRECTION	4/24/2014	3:09:52 PM	139-09-118-001	0.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201404240001904	DEED	CORRECTION	4/24/2014	3:09:52 PM	140-30-519-021	0.0000
From	<u>BYDOO LLC</u>	SAND VALLEY VEGAS LLC	201412050001243	DEED		12/5/2014	10:23:11 AM	140-23-217-099	50000.0000
From	<u>BYDOO LLC</u>	K & M RENTALS INC	201501280003197	DEED				139-09-	74100.0000

Party Type	First Party Name	First Cross Party Name	Instrument	Document Type	Modifier	Record Date	Parcel	Remarks	Form Value
From	BYDOO LLC	FOTIADOU, ANATOLI	201512040000746	DEED	↔	1/28/2015 2:07:35 PM	118-001		
From	BYDOO LLC	TAHICAN LLC	201601080002807	DEED	↔	12/1/2015 9:15:10 AM	139-19-612-032		85000.0000
From	BYDOO LLC	TAHICAN LLC	201601080002828	DEED	↔	1/8/2016 3:04:10 PM	140-22-316-061		59900.0000
From	BYDOO LLC	TAHICAN LLC	201601080002828	DEED	↔	1/8/2016 3:08:12 PM	140-30-515-023		65500.0000
From	BYDOO LLC	TAHICAN LLC	201601080002865	DEED	↔	1/8/2016 3:15:46 PM	140-23-217-188	MARGIN TEXT PG 2	48900.0000
From	BYDOO LLC	TAHICAN LLC	201601120000605	DEED	↔	1/12/2016 8:05:13 AM	179-17-611-062		69900.0000
From	BYDOO LLC	TAHICAN LLC	201601120001099	DEED	↔	1/12/2016 8:08:57 AM	140-30-519-021	FONT	60500.0000
From	BYDOO LLC	TAHICAN LLC	201603160000349	DEED	↔	3/16/2016 8:39:38 AM	140-23-217-188	ORIG N/C	0.0000
From	BYDOO LLC	TAHICAN LLC	201605120000347	DEED	↔	5/12/2016 8:03:15 AM	178-20-311-033		155000.0000

Search Results, Print

You searched under: **Ownership** for: **tahican** with the document types of: **Ownership Documents** between: **1/1/1900** and **6/29/2017**

Records found: 16

Party Type	Person Name	First Cross Party Name	Instrument #	Document Type	Modified	Record Date	Parcel	Remainder	Total Value
To	<u>TAHICAN LLC</u>	RIGOLLET, JEAN-FRANCOIS	201109150003450	DEED		9/15/2011 5:07:13 PM	162-20-613-747		498000.0000
To	<u>TAHICAN LLC</u>	RIGOLLET, JEAN-FRANCOIS	201109150003452	DEED		9/15/2011 5:07:13 PM	162-20-613-748		498000.0000
From	<u>TAHICAN LLC</u>	LAM, PETER H	201506290002079	DEED		6/29/2015 11:34:35 AM	162-20-613-748		290000.0000
From	<u>TAHICAN LLC</u>	GRESCHLER, JONATHAN	201512070003936	DEED		12/7/2015 3:39:47 PM	162-20-613-747		290000.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201601080002810	DEED	↔	1/8/2016 3:04:40 PM	140-22-316-061		59900.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201601080002826	DEED	↔	1/8/2016 3:08:12 PM	140-30-515-023		65500.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201601080002865	DEED	↔	1/8/2016 3:15:46 PM	140-23-217-188	MARGIN TEXT PG 2	48900.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201601120000605	DEED	↔	1/12/2016 8:05:13 AM	179-17-611-062		69800.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201601120001090	DEED	↔	1/12/2016 8:08:57 AM	140-30-519-021	FONT	60500.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201603160000349	DEED	↔	3/16/2016 8:39:38 AM	140-23-217-188	ORIG M/C	0.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201605120000347	DEED	↔	5/12/2016 8:03:15 AM	178-20-		153000.0000

Party Type	First Party Name	First Cross Party Name	Instrument	Document Type	Modifier	Record Date	Parcel	Remarks	Total Value
From	TAHICAN LLC	PRESLEY, CHARLES	201609160000004	DEED	↔	9/16/2016 8:00:15 AM	311-033 140-30-519-021	TEXT INTO RIGHT MARGIN PAGE 1	58000.0000
From	TAHICAN LLC	ESQUIBEL, KAREN	201609200002550	DEED	↔	9/20/2016 3:05:55 PM	140-30-515-023		65000.0000
From	TAHICAN LLC	CAVALLUZZI, CAROL	201610070001410	DEED	↔	10/7/2016 1:59:26 PM	179-17-611-062	TEXT IN 1" MARGIN PGS 2-3	64000.0000
From	TAHICAN LLC	DOMINIKO, ROK	201612190002815	DEED	↔	12/19/2016 1:58:38 PM	140-23-217-188	DATE IN MARGIN	45000.0000
From	TAHICAN LLC	BARGAIN, SELL GE	201702030000759	DEED	↔	2/3/2017 10:14:01 AM	140-22-316-061		82000.0000

EXHIBIT "2"

Search Results Print

You searched under: **Ownership** for: **bydoo** with the document types of: **Ownership Documents** between: **1/1/1900** and **6/29/2017**

Records found: 20

Party Type	First Party Name	First Cross Party Name	Instrument	Document Type	Modification	Record Date	Page	Remarks	Value
To	<u>BYDOO LLC</u>	RIGOLLET, JEAN FRANÇOIS	201304120000553	DEED		4/12/2013 3:07:42 AM	178-20-311-033		0.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201307030003072	DEED		7/3/2013 2:02:12 PM	140-23-217-188		48900.0000
To	<u>BYDOO LLC</u>	HAIR MANAGEMENT LLC	201307030003074	DEED		7/3/2013 2:04:03 PM	140-23-217-099		48900.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201402240000019	DEED		2/24/2014 8:00:13 AM	179-17-611-062		69800.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201402240000011	DEED		2/24/2014 8:00:14 AM	139-19-612-032		84900.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201403140001293	DEED		3/14/2014 10:46:27 AM	140-30-519-021	FONT SMALLER THAN 10 POINT P2	60500.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201403170000015	DEED		3/17/2014 8:02:22 AM	140-22-316-061		59900.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201403170001193	DEED		3/17/2014 11:31:23 AM	140-30-515-023		65500.0000
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From	<u>BYDOO LLC</u>	SAND VALLEY VEGAS LLC	201412050001243	DEED		12/5/2014 10:23:11 AM	140-23-217-099	NOTARY PAGE PG3	50000.0000
From	<u>BYDOO LLC</u>	K & M RENTALS INC	201501280003197	DEED			139-09-		74100.0000

Party Type	First Party Name	First/Gross Party Name	Instrument	Document Type	Modifier	Record Date	Parcel	Remarks	Value
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From	<u>BYDOO LLC</u>	TAHICAN LLC	201605120000347	DEED	↔	5/12/2016 8:03:15 AM	178- 20- 311- 033		155000.0000

Search Results Print

You searched under: **Ownership** for: **tahican** with the document types of: **Ownership Documents** between: **1/1/1900** and **6/29/2017**

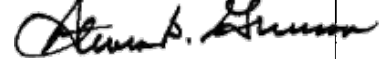
Records found: 16

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To	TAHICAN LLC	RIGOLLET, JEAN-FRANCOIS	201109150003450	DEED		9/15/2011 5:07:13 PM	162-20-613-747		498000.0000
To	TAHICAN LLC	RIGOLLET, JEAN-FRANCOIS	201109150003452	DEED		9/15/2011 5:07:13 PM	162-20-613-748		498000.0000
From	TAHICAN LLC	LAM, PETER H	201506290002079	DEED		6/29/2015 11:34:35 AM	162-20-613-748		290000.0000
From	TAHICAN LLC	GRESCHLER, JONATHAN	201512070003936	DEED		12/7/2015 3:39:47 PM	162-20-613-747		290000.0000
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To	TAHICAN LLC	BYDOO LLC	201601080002826	DEED	↔	1/8/2016 3:08:12 PM	140-30-515-023		65500.0000
To	TAHICAN LLC	BYDOO LLC	201601080002865	DEED	↔	1/8/2016 3:15:46 PM	140-23-217-188	MARGIN TEXT PG 2	48900.0000
To	TAHICAN LLC	BYDOO LLC	201601120000505	DEED	↔	1/12/2016 8:05:13 AM	179-17-611-062		69800.0000
To	TAHICAN LLC	BYDOO LLC	201601120001090	DEED	↔	1/12/2016 8:08:57 AM	140-30-519-021	FONT	60500.0000
To	TAHICAN LLC	BYDOO LLC	201603160000349	DEED	↔	3/16/2016 8:39:38 AM	140-23-217-108	ORIG N/C	0.0000
To	TAHICAN LLC	BYDOO LLC	201605120000347	DEED	↔	5/12/2016 8:03:15 AM	178-20-		155000.0000

Refresh									
Party Type	Party Name	First Cross Party Name	Instrument	Document Type	Modifier	Record Date	Price	Remarks	Total Value
From	<u>TAHICAN LLC</u>	PRESLEY, CHARLES	201609160000004	DEED	↔	9/16/2016 8:00:15 AM	311-033 140-30-519-021	TEXT INTO RIGHT MARGIN PAGE 1	58000.0000
From	<u>TAHICAN LLC</u>	ESQUIBEL, KAREN	201609200002550	DEED	↔	9/20/2016 3:05:55 PM	140-30-515-023		65000.0000
From	<u>TAHICAN LLC</u>	CAVALLUZZI, CAROL	201610070001410	DEED	↔	10/7/2016 1:59:26 PM	179-17-611-062	TEXT IN 1" MARGIN PGS 2-3	64000.0000
From	<u>TAHICAN LLC</u>	DOMINKO, ROK	201612190002815	DEED	↔	12/19/2016 1:58:38 PM	140-23-217-188	DATE IN MARGIN	45000.0000
From	<u>TAHICAN LLC</u>	BARGAIN, SELLER	201702030000759	DEED	↔	2/3/2017 10:14:01 AM	140-22-316-061		82000.0000

EXHIBIT “D”

EXHIBIT “D”



1 P. STERLING KERR, ESQ.
Nevada Bar No. 3978
2 GEORGE E. ROBINSON, ESQ.
Nevada Bar No. 9667
3 LAW OFFICES OF P. STERLING KERR
2450 St. Rose Parkway, Suite 120
4 Henderson, Nevada 89074
5 Telephone No. (702) 451-2055
Facsimile No. (702) 451-2077
6 sterling@sterlingkerrlaw.com
7 george@sterlingkerrlaw.com

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

11 MAX JOLY, an individual

12 Plaintiff,

13 vs.

14 JEAN FRANCOIS RIGOLLET, an individual;
LE MACARON LLC, a Nevada Limited
15 Liability Company; BYDOO LLC, a Nevada
Limited Liability Company; DOES 1-10; and
ROE CORPORATIONS 1-10,

16 Defendants.

17
18 JEAN FRANCOIS RIGOLLET, an individual;
19 LE MACARON LLC, a Nevada Limited
Liability Company; BYDOO LLC, a Nevada
20 Limited Liability Company; DOES 1-10; and
ROE CORPORATIONS 1-10

21 Counterclaimant,

22 vs.

23 MAX JOLY, an individual,

24 Counter-defendant
25

Case No.: A-16-734832-C

Dept. No.: XXV

26 **STIPULATION AND ORDER**
27
28

OCT 08 2018

1 Defendants, JEAN FRANCOIS RIGOLLET, LE MACARON LLC, and BYDOO LLC,
2 (hereinafter collectively "Defendants") by and through their counsel The Law Offices of P.
3 Sterling Kerr, and Plaintiff MAX JOLY, by and through his counsel Jennings & Fulton, LTD.,
4 HEREBY STIPULATE AND AGREE as follows:

5 WHEREAS Plaintiff filed a Motion seeking to file his Second Amended Complaint.

6
7 IT IS HEREBY STIPULATED that Plaintiff may amend his First Amended Complaint
8 and file a Second Amended Complaint as attached as Exhibit 1 to Plaintiff's Motion for Leave to
9 Amend the First Amended Complaint to Add Defendants Tahican, LLC and to Add Punitive
10 Damages filed on 9/11/2018.

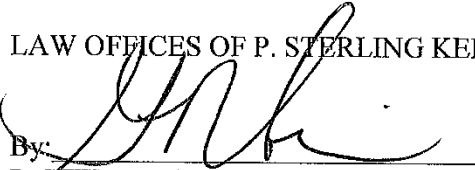
11 IT IS FURTHER STIPULATED that Defendants shall have ten (10) days after service of
12 Plaintiff's Second Amended Complaint to file a responsive pleading to the Second Amended
13 Complaint.
14

15 IT IS FURTHER STIPULATED that the hearing on Plaintiff's Motion for Leave to
16 Amend the First Amended Complaint to Add Defendants Tahican, LLC and to Add Punitive
17 Damages set for October 16, 2018 shall be taken off calendar.

18 Respectfully Submitted:

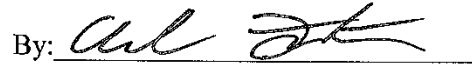
19 DATED this 5th day of October, 2018

20 LAW OFFICES OF P. STERLING KERR

21 By: 
22 P. STERLING KERR, ESQ.
23 GEORGE E. ROBINSON, ESQ.
24 2450 St. Rose Parkway, Suite 120
25 Henderson, Nevada 89074
26 Attorneys Defendants

DATED this 2 day of October, 2018

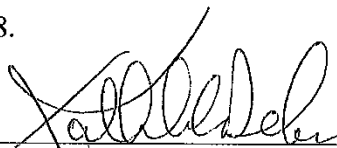

JENNINGS & FULTON, LTD.

21 By: 
22 JARED B. JENNINGS, ESQ.
23 ADAM R. FULTON, ESQ.
24 2580 Sorrel Street
25 Las Vegas, NV 89146
26 Attorneys for Plaintiff

ORDER

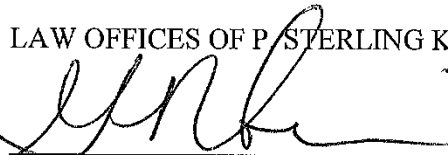
The Court, having reviewed the stipulation of the parties, and good cause appearing,
IT IS SO ORDERED.

DATED this 10th day of October, 2018.


DISTRICT COURT JUDGE


Submitted by:

LAW OFFICES OF P. STERLING KERR



P. STERLING KERR, ESQ.

Nevada Bar No. 3978

GEORGE E. ROBINSON, ESQ.

Nevada Bar No. 9667

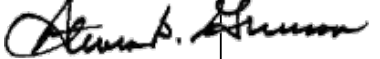
2450 St. Rose Pkwy., Ste 120

Henderson, NV 89074

Attorneys for Plaintiffs

EXHIBIT “E”

EXHIBIT “E”



1 *Jean Francois RIGOLLET*
2 *2003 Smoketree Village*
3 *HENDERSON*
4 *89012 - NEVADA*
5 *Telephone: (702) 985-1205*
6 *rigollet.jfsenior@wanadoo.fr*
7 *PRO SE*

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EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

MAX JOLY, an individual;

Plaintiff and Counter-Defendant,

v.

JEAN FRANCOIS RIGOLLET, an individual;
LE MACARON LLC., a Nevada Limited
Liability Company; BYDOO LLC., a Nevada
Limited Liability Company; DOES 1-10; and
ROE CORPORATIONS 1-10,

Defendants and Counter-Claimants.

Case No.: A-16-734832-C

Dept. No.: XXV

MOTION TO EXPUNGE NOTICE
OF LIS PENDENS

I, Defendant Jean François RIGOLLET, in proper person, submit this Motion to
Expunge Notice of Lis Pendens recorded by Plaintiff.

The motion is made and based upon memorandum allowed and exhibits attached.

DATED this 9th day of August, 2018

Respectfully

/s/ Jean François Rigollet

JEAN FRANCOIS RIGOLLET

2003 Smoketree Village HENDERSON - 89012 - NEVADA Telephone:

(702)-985-120 rigollet.jfsenior@wanadoo.fr

DocuSigned by:



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1 **MEMORANDUM**

2
3 **1/ INTRODUCTION**

4 Based upon Plaintiff's inability to satisfy the statutory requirements of NRS
5 14.015 (2) and (3), this Court Should issue an order cancelling Plaintiff's Notice of
6 Lis Pendens pursuant to NRS 14.015 (5).
7

8
9 **2/ STATEMENT OF FACTS**

10 Plaintiff filed Complaint on 10/7/2016, while Mr. Max JOLY sell to BYDOO LLC
11 his 50% share of the Le Macaron LLC (Exhibit A), and the price has not been paid.
12 An answer to first amended complaint and counterclaim filed on 12/7/2017.
13

14 In conjunction with filing its Complaint, Plaintiff filed a Notice of Lis
15 Pendens on 4/4/2017 relative to the property 2003 Smoketree Village Circle –
16 HENDERSON – NV – 89012.

17 This property is owned by TAHICAN LLC, which is not part in this lawsuit.
18 Plaintiff recorderd the Notice of Lis Pendens with the Clark County Recorder on
19 4/5/2017 as Instrument No. 20170405-0002429. (Exhibit B)
20

21
22 **3/ ARGUMENT**

23 A lis pendens can only be supported by a claim that affects title to real
24 property, or a claim that affects possession of real property. See NRS 14.010(1). The
25 purpose of a lis pendens is to provide notice that there is pending litigation related to
26 a property. See NRS 14.010(3).
27
28

1 In this case, the dispute concerns an assignment of shares in a company, but
2 has nothing to do with the property located at 2003 Smoketree Village in
3 HENDERSON - NEVADA.
4

5 Under Nevada law, it is fundamental to the recording of a lis pendens that
6 the action involve some legal interest in the challenged real property, such as title
7 disputes or lien foreclosures. See In re Bradshaw, 315 B.R. 875
8 (Bkrcty.D.Nev.2004). A lis pendens may not be used to obtain a type of pre-
9 judgment writ of attachment which can later be used in the eventual collection of a
10 judgment. Levinson v. Eighth Judicial District Court in and for the County of
11 Clark, 1109 Nev. 747, 857 P.2d 18, 20-21 (1993). In other words, if a plaintiff
12 merely has a suit for monetary damages against a defendant, the plaintiff cannot
13 record a lis pendens against that the defendant's real property to secure payment for
14 any judgment the plaintiff might eventually obtain. The Nevada Supreme Court
15 has observed that lis pendens are not appropriate instruments for use in promoting
16 recoveries in actions for personal or money judgments; rather, their office is to
17 prevent the transfer or loss of real property which is the subject of dispute in the
18 action that provides the basis for the lis pendens." Levinson, 857 P.2d at 20.
19
20
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23 Furthermore, a plaintiff improperly filing a lis pendens against a defendant's
24 real property without the requisite legal basis, could end up subject to sanctions,
25 usually in the form of an award of attorney's fees to the defendant.
26
27
28

1 **4/ CONCLUSION**

2 Based up the foregoing Defendant requests that the Court grant this motion and issue
3 an order cancelling Plaintiff's Notice of Lis Pendens. A proposed order for the Court's
4 consideration is attached hereto.
5

6
7
8 Dated 9th August 2018

9
10 Respectfully submitted by:

11 /s/Jean François Rigollet

DocuSigned by:
Jean-François RIGOLLET
9058A41757924F5...

12
13 **Jean Francois RIGOLLET**

14
15 **2003 Smoketree Village**
16 **HENDERSON**
17 **89012 - NEVADA**

18 **Telephone: (702) 985-1205**
19 **rigollet.jfsenior@wanadoo.fr**

20 **DEFENDANT IN PROPER PERSON**
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PENDENS by:

_____ Facsimile

To the following:

DATED this 9th day of August, 2018.

/s/ Jean François RIGOLLET
JEAN FRANCOIS
RIGOLLET
2003 Smoketree Village
Circle
HENDERSON
NEVADA - 89012
Tel : 702-985-1205

1 Jean Francois RIGOLLET
2 2003 Smoketree Village
3 HENDERSON
4 89012 - NEVADA
5 Telephone: (702) 985-1205
6 rigollet.jfsenior@wanadoo.fr
7 PRO SE

8
9 **EIGHTH JUDICIAL DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**
11

12 MAX JOLY, an individual;

Case No.: A-16-734832-C

Dept. No.: XXV

13 Plaintiff and Counter-Defendant,

14 V.

15 JEAN FRANCOIS RIGOLLET, an
16 individual; LE MACARON LLC., a
17 Nevada Limited Liability Company;
18 BYDOO LLC., a Nevada Limited Liability
19 Company; DOES 1-10; and ROE
20 CORPORATIONS 1-10,

21 Defendants and Counter-Claimants.

22 **(PROPOSED)**

23 **ORDER GRANTING DEFENDANT'S MOTION TO CANCEL NOTICE OF LIS**

24 **PENDENS**

25 Whereas, Defendant's Motion to Cancel Notice of Lis Pendens came on for hearing before
26 this Court on the day of , 2018, with Defendant appearing in Proper
27
28

1 Person and Plaintiff appearing through counsel of record, and whereas the
2 Court has reviewed Defendant's motion and other pleadings and papers on file
3 and has heard the oral argument presented at the hearing, and for good cause
4 appearing,

5
6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED

7 1/ That Defendant's Motion to Cancel Notice of Lis Pendens is
8 GRANTED in full, and

9 2/ That the Notice of Lis Pendens recorded with the Clark County
10 Recorder on the 4/5/2017, as Instrument No. 20170405-0002429, shall be, and
11 hereby is, cancelled pursuant to NRS 14.015, and

12
13 3/ That Plaintiff shall immediately cause a copy of this order to be
14 recorder with the Clark County Recorder and shall file a copy of the duly
15 recorded Order with the Court and serve a copy on all parties, and

16 4/ that this cancellation of the Notice of Lis Pendens has the same effect
17 as an expungement of the original Notice of Lis Pendens pursuant to NRS
18 14.015 (5).

19
20
21 IT IS SO ORDERED

22 DATE this day of , 2018

23
24 DISTRICT COURT JUDGE

25 Submitted by : Jean François
26 RIGOLLET 2003 Smoketree
27 Village Circle HENDERSON
28 – NV – 89012 - Tel :
702-985-1205 - Defendant, In
Proper Person

EXHIBIT A

LLC Membership Purchase Agreement

This Purchase Agreement is entered into on September 22nd 2015, between Max HAY, a natural man (the "Seller"), and HOOBOO LLC, a Nevada LLC (the "Buyer").

RECITALS

- A. Seller is a member in LE MACARON LLC, a Nevada limited liability company (the "Company").
 - B. The business and affairs of the Company are governed by an Operating Agreement dated July 17th 2014 made between its members and the Company (the "Operating Agreement").
 - C. Seller owns a 50% membership interest in the Company (the "Membership Interest").
 - D. Seller desires to sell and Buyer desires to purchase the Membership Interest in accordance with the terms of this Agreement.
- In consummation of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties have agreed as follows:

1. **Purchase and Sale of Membership Interest.** Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration therefor, Buyer agrees to pay to Seller \$200,000.00 (Two hundred and sixty thousand dollars) as the shares price and balance of his owner account (balance of \$137,950 as of September 22nd 2015). Payment is scheduled as follows: \$100,000.00 (one hundred thousand dollars) to be wire to Seller no later than October 31st 2015, \$50,000.00 (fifty thousand dollars) to be wire to Seller no later than November 12th 2015, \$70,000.00 (seventy thousand dollars) to be wire to Seller no later than February 28th 2016 and the balance of \$140,000.00 (one hundred and forty thousand dollars) no later than June 30th 2016. This depreciation is due and agreed by all parties because of the high deficit of the company at the time of acquisition.

2. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of LE MACARON LLC, at 2003 Simokawa Village Dr, Henderson, Nevada on September 29th 2015.

3. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing that:

- a) Seller has full power and authority to execute and deliver this Agreement and to perform Seller's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration.
- b) After the execution and delivery of this Agreement and the consummation of the transactions contemplated by it, Seller will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or by which Seller is bound.
- c) Seller holds of record, and owns beneficially, the Membership Interest, free and clear of any encumbrances or transfers (other than any restrictions under the Operating Agreement or applicable law), taxes, security interests, options, warrants, purchase rights, call rights, commitments, equities, claims, or demands.

4. **Representation and Warranties of Buyer.** Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing that:

- a) Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration.
- b) After the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement, Buyer will constitute a default under or require any notice under any agreement to which Buyer is a party or by which Buyer is bound.

5. **Investment Intent of Buyer.** Buyer acknowledges that the Membership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance upon federal and state exemptions from registration not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for Buyer's own account for investment purposes only, and not with a view to further sale or distribution. Buyer is a sophisticated investor with experience and expertise in business and financial matters and has received the information concerning the Company and the Membership Interest as Buyer requires or desires in order to evaluate the merits and risks inherent in owning the Membership Interest. Buyer is able to bear the economic risk and lack of liquidity inherent in owning the Membership Interest.

6. **Closing Covenants and Conditions.** Each of the Parties will use their reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Seller will use Seller's reasonable best efforts to obtain the consent of the other members of the Company to the sale of the Membership Interest contemplated by this Agreement in the time and manner required by the Operating Agreement and applicable law. Seller will use Seller's reasonable best efforts to raise the Company to permit Buyer to have full access at all reasonable times, and in a manner as and as relating with the normal business operations to the Company, to all permits, properties, personnel, books, records, and contracts of and pertaining to the Company. Buyer will treat and hold such information in strict confidence and will not use any of this information except in connection with this Agreement, and, if this Agreement is terminated for whatever reason, Buyer will return to the Company all such information and any and all copies.

7. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:

- a) The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing.
- b) Seller has performed and complied with all of Seller's covenants made in this Agreement in all material respects at the Closing.
- c) There shall not be any injunction, judgment, order, decree, ruling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement; and "a-b" See. Except for the warranties given by Seller in Paragraph 3 of this Agreement, Seller has not made and is not giving Buyer any representation or warranty of any kind whatsoever with respect to the Membership Interest, the Company, or any of the business and operations of the Company, and Buyer assumes any and all of the risks associated therewith.

8. **Indemnity by Seller.** Seller shall indemnify, hold harmless, and defend Buyer from and against any and all liability arising at any time Seller owned the Membership Interest, for Seller's default in Seller's promise to make a contribution to the Company, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or applicable law.

9. **Terms of Operating Agreement.** From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.

10. **Covenant Not to Compete; Promise of Confidentiality.** Until December 31st 2016, Seller shall not, directly or indirectly, compete with the Company in any respect, engage in any business or enterprise offering any products or services identical to, similar to, or competitive with any products or services that have been, or may hereafter be offered by the Company; or contact, solicit, or attempt to recruit or solicit for any purpose, any past, present, or future customer, employee, or supplier of the Company. Further, at all times Seller shall not use or disclose any intellectual property, trade secrets or information, knowledge, or data existing in any way to the past, present, or future business efforts, conditions, customers, efforts, employees, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form. Seller expressly agrees and acknowledges that a new arising from a breach of any provision under this Paragraph may not be reasonably and equitably compensated by money damages. Therefore, Seller agrees that in the case of any such breach, Company shall be entitled to injunctive and other equitable relief to prevent Seller from engaging in any prohibited activity, which relief shall be cumulative in addition to any and all other equitable remedies that Company may be entitled to as law or in equity. If any court of competent jurisdiction shall determine that any part or all of any provision of this Paragraph is unenforceable or invalid due to the scope of the activities described in the paragraph, the entire Paragraph shall be enforceable in the fullest extent and scope permitted by law. The parties also agree to be bound by any judicial modifications to these provisions that any court of competent jurisdiction may make to carry out the intent and purpose of the

Paragraph, This article is limited to the State of Nevada.

11. Non-assignability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party.
12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of NEVADA.
13. Entire Agreement. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties. The parties have executed this Agreement on the date listed on the first page.

Max JOLY

BYDOO LLC
Jean-François, Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



ASSIGNMENT OF MEMBERSHIP INTERESTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Max JOLY, a married man (hereinafter referred to as "Assignor"), hereby assigns, setover and transfers to BYDOO LLC, a NEVADA limited liability company (hereinafter referred to as "Assignee"), effective as of the date hereof, all of Assignor's membership interests in LE MACARON LLC and its series, a NEVADA limited liability company (the "LLC"), being a fifty percent (50%) membership interest, leaving Assignor without an interest in said LLC, and Assignee hereby accepts such assignment, as provided under the LLC Membership Purchase Agreement dated September 29th 2015 between Assignor and Assignee (the "Agreement").

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and Assignor does for itself, and its successors and assigns, covenant and agree with Assignee to specifically warrant and defend title to the said membership interests assigned hereby unto the Assignee, its successor and assigns, against any and all claims thereto by whomsoever made by or through the Assignor; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good, its transfer is rightful; that no consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the membership interests referenced herein; and that the membership interests are, have been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that there are no attachments, executions or other writs of process issued against the membership interests conveyed hereunder; that it has not filed any petition in bankruptcy nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated a bankrupt; and Assignor does, for itself, and its successors, and assigns, warrant that it will execute any such further assurances of the foregoing warranties and representations as may be requisite.

Max JOLY

BYDOO LLC
Jean-François, Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



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EXHIBIT B

Inst#: 20170405-0002429

Fees: \$19.00

N/C Fee: \$0.00

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Receipt #: 3050704

Requestor:

JENNINGS & FULTON LTD

Recorded By: CDE Pgs: 3

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CLARK COUNTY RECORDER

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 178-20-311-033

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrrealprop/owner.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

NOTICE OF PENDENCY OF ACTION AND LIS PENDENS

**Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.**

RECORDING REQUESTED BY:

Jared B. Jennings, Esq.

RETURN TO: Name Jennings & Fulton, Ltd.

Address 6465 West Sahara Ave., Suite 103

City/State/Zip Las Vegas, NV 89146

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name _____

Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly, do not use page scaling.


Using this cover page does not exclude the document from assessing a noncompliance fee.

P:\Common\Forms & Notices\Cover Page Template Feb2014

AA000331

1 **NOLP**
JENNINGS & FULTON, LTD.
2 JAREDB.JENNINGS, Esq.
Nevada Bar No. 7762
3 Email: jjennings@ifnvlaw.com
ADAM R. FULTON, Esq.
4 Nevada Bar No. 11572
5 Email: afulton@ifnvlaw.com
6 6465 West Sahara Avenue, Suite 103
Las Vegas, Nevada 89146
7 Telephone (702) 979-3565
Facsimile (702) 362-2060
Attorneys for Plaintiff: Max Joly

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CLERK OF THE COURT

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DISTRICT COURT
CLARK COUNTY, NEVADA

MAX JOLY, an individual

Plaintiff,

vs.

JEAN FRANCOIS RIGOLLET, an
individual; LE MACARON LLC, a Nevada
Limited Liability Company; BYDOO LLC,
a Nevada Limited Liability Company;
DOES 1-10; and ROE CORPORATIONS 1-
10,

Defendants.

CaseNo.: A-16-734832-C

Dept. No.: V

**NOTICE OF PENDENCY OF
ACTION AND LIS PENDENS**

NOTICE OF PENDENCY OF ACTIO AND LIS PENDENS

.. NOTICE IS HEREBY GIVEN TO ANY AND ALL PERSONS AFFECTED HEREBY
that a complaint has been filed in the above-entitled matter by the foregoing Plaintiff Max Joly,
as against certain Defendants, including JEAN FRANCOIS RIGOLLET, an individual, LE
MACARON LLC, a Nevada Limited Liability Company, and BYDOO LLC, a Nevada Limited
Liability Company, raising claims to title in and to the following property and that said
Complaint thereby creates a constructive trust thereon and that said Plaintiff does hereby provide
Notice pursuant to Chapter 14 of the Nevada Revised Statutes to any and all persons claiming
any interest in the Subject Real Property of this pending action located in Clark County, Nevada,

AA000332

commonly known as 2003 SMOKETREE VILLAGE CIR, HENDERSON, NV 89012, also described as APN# 178-20-311-033 and recorded in the Official Records of the Clark County, Nevada, Office the Recorder as follows:

LOT TEN (10) IN BLOCK FOUR (4) OF PARCEL 31 (A PORTION OF GREEN VALLEY RANCH - PHASE 2), AS SHOWN BY MAP THEREOF ON FILE IN BLOCK 63 OF PLATS, PAGE 11, AND BY CERTIFICATE OF AMENDMENT RECORDED OCTOBER 11, 1995 IN BOOK 951011 AS DOCUMENT NO 01517, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. [hereinafter "Subject Property"].

Pursuant to NRS 11.010 notice is hereby provided that Plaintiff is seeking to assert his rights to legal and equitable title in and to the Subject Property and to establish and declare Plaintiffs rights in the Subject Property, as well as additional claims of general and specific damages as alleged, attorney's fees and litigation costs, as well as any other form of relief which the Court may deem to be appropriate due to one or more of Defendant's acts, errors, conspiracies, and/or omissions, including the fact that said property is an asset of Judgment Debtor so indebted to Claimant.

Dated: This ____ day of April, 2017

JENNINGS & FULTON, LTD.

By: 
JARED B. JENNINGS, Esq.

Nevada Bar No. 7762

Email: jjennings@jfnvlaw.com

ADAM R. FULTON, Esq.

Nevada Bar No. 11572

Email: afulton@jfnvlaw.com

6465 West Sahara Avenue, Suite 103

Las Vegas, Nevada 89146

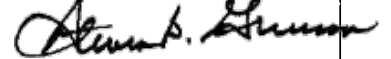
Telephone (702) 979-3565

Facsimile (702) 362-2060

Attorneys for Plaintiff: Max Joly

EXHIBIT “F”

EXHIBIT “F”



P. STERLING KERR, ESQ.
Nevada Bar No. 3978
GEORGE E. ROBINSON, ESQ.
Nevada Bar No. 9667
LAW OFFICES OF P. STERLING KERR
2450 St. Rose Parkway, Suite 120
Henderson, Nevada 89074
Telephone No. (702) 451-2055
Facsimile No. (702) 451-2077
sterling@sterlingkerrlaw.com
george@sterlingkerrlaw.com

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

MAX JOLY, an individual

Case No.: A-16-734832-C

Plaintiff,

Dept. No.: XXV

vs.

JEAN FRANCOIS RIGOLLET, an individual;
LE MACARON LLC, a Nevada Limited
Liability Company; BYDOO LLC, a Nevada
Limited Liability Company; DOES 1-10; and
ROE CORPORATIONS 1-10,

Defendants.

ORDER

JEAN FRANCOIS RIGOLLET, an individual;
LE MACARON LLC, a Nevada Limited
Liability Company; BYDOO LLC, a Nevada
Limited Liability Company; DOES 1-10; and
ROE CORPORATIONS 1-10

Counterclaimant,

vs.

MAX JOLY, an individual,

Counter-defendant

On ~~October~~ May 30, 2018, the Court held a scheduled hearing wherein GEORGE E. ROBINSON, Defendant/Counter Claimant; ADAM R. FULTON, ESQ., appeared on behalf of Defendants/Counter Claimants; ADAM R. FULTON, ESQ., appeared on behalf of Plaintiff/Counter Defendant. At said hearing, the Court heard Defendant's/Counter Defendant's Motion to Expunge Notice of Lis Pendens.

The Court having reviewed the pleadings and papers on file herein, including the briefing for the above motion and having heard and considered the oral argument of counsel, and good cause appearing, the Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. BYDOO LLC owned a property located at 2003 Smoketree Village Circle (the “Property”).

2. The initial Complaint was filed by Plaintiff against BYDOO LLC et al. in this action on April 11, 2016.

3. The property was transferred from BYDOO LLC to TAHICAN LLC after the initial Complaint was filed.

4. A lis pendens was recorded by Plaintiff on the Property on April 5, 2017.

5. A Motion to Expunge the Lis Pendens was filed by the Defendants on August 10, 2018.

6. Plaintiff improperly filed a Second Amended Complaint naming TAHICAN LLC as a party and making claims for fraudulent transfer of the Property.

7. Plaintiff filed a Motion for Leave to file the Second Amended Complaint on September 11, 2018.

8. A stipulation and order was filed on October 17, 2018 allowing the filing of the Second Amended Complaint.

1 **CONCLUSIONS OF LAW**

2 NRS 14.010 states in which types of actions a Lis Pendens may be recorded against a
3 property:

4 1. In an action for the foreclosure of a mortgage upon real property, or affecting the
5 title or possession of real property, the plaintiff, at the time of filing the complaint, and the
6 defendant, at the time of filing his or her answer, if affirmative relief is claimed in the
7 answer, shall record with the recorder of the county in which the property, or some part
8 thereof, is situated, a notice of the pendency of the action, containing the names of the
9 parties, the object of the action and a description of the property in that county affected
thereby, and the defendant shall also in the notice state the nature and extent of the relief
claimed in the answer.

10 Although case law does not exist in the State of Nevada regarding this issue, when claims
11 are made for fraudulent transfer under the Uniform Fraudulent Transfer Act, other jurisdictions
12 have established that a lis pendens is proper. *See Sports Shinko Co. v. Qk Hotel* 457 F. Supp. 2d
13 1121, 1124 (D. Hawaii 2006); *Farris v. Advanced Capital Corp.*, 170 P.3d 250, 252 (Ariz. 2007);
14 *Kirkby v. Sup. Ct.* 93 P.3d 395, 402 (Cal. 2004).

15 The claims for fraudulent transfer between BYDOO LLC and TAHICAN LLC establish
16 a valid legal basis for the Lis Pendens pursuant to NRS Chapter 14.010 under Nevada law.
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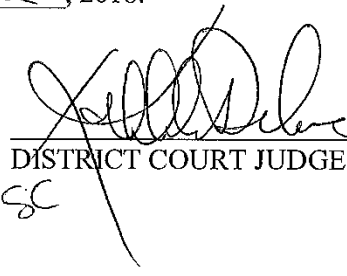
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1 **ORDER**

2 The Court, having made the above findings of fact and conclusions of law, hereby orders
3 as follows:

4 **IT IS FURTHER ORDERED** that Defendant/Counter Claimant's Motion to Expunge
5 Lis Pendens is denied.
6

7
8 DATED this 21st day of November, 2018.

9
10 
11 DISTRICT COURT JUDGE
12 SC

12 Submitted by:

13 LAW OFFICES OF P. STERLING KERR


14 
15
16 GEORGE E. ROBINSON, ESQ.
17 Nevada Bar No. 9667
18 2450 St. Rose Parkway, Suite 120
19 Henderson, Nevada 89074
20 george@sterlingkerrlaw.com
21 *Attorneys for Defendant's/Counter Claimant*
22
23
24
25
26
27
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EXHIBIT “G”

EXHIBIT “G”

Marrocco v. Eighth Judicial Dist. Court of Nev.

Supreme Court of Nevada

November 26, 2013, Filed

No. 64337

Reporter

2013 Nev. Unpub. LEXIS 1820 *; 2013 WL 7158425

DOMINIC ANTHONY MARROCCO; AND TOMIYASU HOLDINGS, LLC, Petitioners, vs. THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF CLARK; AND THE HONORABLE TIMOTHY C. WILLIAMS, DISTRICT JUDGE, Respondents, and MARK A. HILL, Real Party in Interest.

Notice: NOT DESIGNATED FOR PUBLICATION. PLEASE CONSULT THE NEVADA RULES OF APPELLATE PROCEDURE FOR CITATION OF UNPUBLISHED OPINIONS.

Subsequent History: Reported at Marrocco v. Dist. Ct., 129 Nev. 1136, 2013 Nev. LEXIS 888 (Nov. 26, 2013)

Decision reached on appeal by, Costs and fees proceeding at Marrocco v. Hill, 2019 Nev. App. Unpub. LEXIS 885 (Nev. Ct. App., Oct. 16, 2019)

Judges: [*1] Gibbons, J., Douglas, J. SAITTA, J., dissenting.

Opinion

ORDER GRANTING PETITION FOR WRIT OF MANDAMUS

This is an emergency petition for a writ of mandamus challenging a district court order declining to expunge a lis pendens in a fraudulent transfer action.

Real party in interest Mark Hill filed an action seeking to undo an alleged fraudulent transfer of real property from petitioner Dominic Marrocco to petitioner Tomiyasu Holdings, LLC. In conjunction therewith, Hill recorded a lis pendens against the property. The district court denied petitioners' motion to expunge the lis pendens, and petitioners filed this writ petition. As directed, Hill filed an answer and petitioners filed a reply.

Having reviewed the parties' arguments and the appendices in this writ petition, we conclude that Hill's use of a lis pendens in this action is not appropriate and the district court acted arbitrarily and capriciously when it denied petitioners' motion to expunge the lis pendens. *Int'l Game Tech., Inc. v. Second Judicial Dist. Court*, 124 Nev. 193, 197, 179 P.3d 556, 558 (2008) (holding that a writ of

mandamus is available to address an arbitrary or capricious abuse of discretion); *Levinson v. Eighth Judicial Dist. Court*, 109 Nev. 747, 752, 857 P.2d 18, 21 (1993) **[*2]** ("[A] lis pendens is not available to merely enforce a personal or money judgment. There must be some claim of entitlement to the real property affected by the lis pendens. . . ."); *see also Weddell v. H2O, Inc.*, 128 Nev. 94, 106, 271 P.3d 743, 751 (2012). Accordingly, we

ORDER the petition GRANTED AND DIRECT THE CLERK OF THIS COURT TO ISSUE A WRIT OF MANDAMUS instructing the district court to issue an order expunging the lis pendens.

/s/ Gibbons, J.

Gibbons

/s/ Douglas, J.

Douglas

Dissent by: SAITTA

Dissent

SAITTA, J., dissenting:

I respectfully dissent. Regardless of whether recording a lis pendens is appropriate, petitioners filed their writ petition as an emergency and have not demonstrated that our emergency intervention is warranted. NRAP 21(a)(6); NRAP 27(e). Therefore, I would deny the writ petition.

/s/ Saitta, J.

Saitta

EXHIBIT “H”

EXHIBIT “H”

Bank of the W. v. Second Judicial Dist. Court

Court of Appeals of Nevada

March 13, 2017, Filed

No. 72106

Reporter

2017 Nev. App. Unpub. LEXIS 134 *; 133 Nev. 982

BANK OF THE WEST, A CALIFORNIA CORPORATION, Petitioner, vs. THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF WASHOE; AND THE HONORABLE BRIDGET E. ROBB, DISTRICT JUDGE, Respondents, and F. HARVEY WHITTEMORE; ANNETTE WHITTEMORE, HUSBAND AND WIFE; THE LAKESHORE HOUSE LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP; AND EMERSON HEDGES, LLC, A NEVADA LIMITED LIABILITY COMPANY, Real Parties in Interest.

Notice: NOT DESIGNATED FOR PUBLICATION. PLEASE CONSULT THE NEVADA RULES OF APPELLATE PROCEDURE FOR CITATION OF UNPUBLISHED OPINIONS.

Subsequent History: Related proceeding at Lakeshore House Ltd. P'ship v. Bank of the West, 2019 Nev. Unpub. LEXIS 492 (Apr. 25, 2019)

Judges: [*1] Silver, C.J., Tao, J., Gibbons, J.

Opinion

ORDER DENYING PETITION FOR WRIT OF MANDAMUS

This is an original petition for a writ of mandamus challenging a district court order expunging a lis pendens in a fraudulent transfer action.

Petitioner holds a judgment against real parties in interest F. Harvey Whittemore and Annette Whittemore. In trying to collect on that judgment, petitioner filed an action seeking to undo an allegedly fraudulent transfer of real property between the Whittemores and the other real parties in interest. And in conjunction with that action, petitioner recorded a lis pendens against the real property. The district court subsequently granted a motion to expunge the lis pendens, and petitioner filed this writ petition.

Having reviewed petitioner's arguments and the appendices in this writ petition, we conclude that petitioner's use of a lis pendens in this action was not appropriate, and the district court therefore properly expunged it. *See Int'l Game Tech., Inc. v. Second Judicial Dist. Court*, 124 Nev. 193, 197, 179 P.3d

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Bank of the W. v. Second Judicial Dist. Court

556, 558 (2008) (holding that a writ of mandamus is available to address an arbitrary or capricious abuse of discretion); *see also Weddell v. H2O, Inc.*, 128 Nev. 94, 106, 271 P.3d 743, 751 (2012) (providing that lis pendens are inappropriate vehicles to recover personal money judgments); *Levinson v. Eighth Judicial Dist. Court*, 109 Nev. 747, 752, 857 P.2d 18, 21 (1993) ("[L]is pendens [*2] is not available to merely enforce a personal or money judgment. There must be some claim of entitlement to the real property affected by the lis pendens") Accordingly, we

ORDER the petition DENIED.

/s/ Silver, C.J.

Silver

/s/ Tao, J.

Tao

/s/ Gibbons, J.

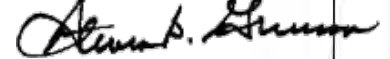
Gibbons

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EXHIBIT “15”

EXHIBIT “15”



1 **SUPP**

2 R. CHRISTOPHER READE, ESQ.
3 Nevada Bar No. 006791
4 CORY READE DOWS AND SHAFER
5 1333 North Buffalo Drive, Suite 210
6 Las Vegas, Nevada 89128
7 Telephone: (702) 794-4411
8 Fax: (702) 794-4421
9 creade@crdslaw.com
10 Attorneys for Defendants/Counterclaimants
11 Le Macaron LLC, Tahican LLC and Bydoo LLC

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 MAX JOLY, an individual,

11 Plaintiff,

12 vs.

13 JEAN FRANCOIS RIGOLLET, an
14 Individual; LE MACARON LLC, a Nevada
15 Limited Liability Company; BYDOO, LLC,
16 a Nevada Limited Liability Company;
17 TAHICAN LLC, a Nevada Limited Liability
18 Company; DOES 1 through 10; and ROE
19 CORPORATIONS 1 through 10,

20 Defendants.

21 JEAN FRANCOIS RIGOLLET, an
22 Individual; LE MACARON LLC, a Nevada
23 Limited Liability Company; BYDOO, LLC,
24 a Nevada Limited Liability Company;
25 TAHICAN LLC, a Nevada Limited Liability
26 Company,

27 Counterclaimants,

28 vs.

MAX JOLY, an Individual,

Counterdefendants.

) Case No.: A-16-734832-C

) Dept. No.: 25

) **DEFENDANT TAHICAN, LLC'S**
) **FIRST SUPPLEMENT TO MOTION**
) **TO EXPUNGE LIS PENDENS**
) **PURSUANT TO NRS 14.015**

) **Date of Hearing: February 8th, 2022**

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

1 **DEFENDANT TAHICAN, LLC'S FIRST SUPPLEMENT TO MOTION TO EXPUNGE**
2 **LIS PENDENS PURSUANT TO NRS 14.015**

3 **Date of Hearing: February 8th, 2022**

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

5 COMES NOW Defendant TAHICAN, LLC, a Nevada limited liability company
6 ("Tahican"), by and through its attorney R. Christopher Reade, Esq. of the law firm of Cory Reade
7 Dows & Shafer, and hereby files Defendant Tahican, LLC's First Supplement in Support of the
8 Motion to Expunge Lis Pendens Pursuant to NRS 14.015. This First Supplement is made and
9 based upon the fact that Defendant TAHICAN LLC omitted to add one of the cases that has held
10 clearly that recordation of a lis pendens on grounds of a fraudulent transfer claim is not allowed
11 under Nevada law.

12 In Leverly & Assocs. Law Chtd. v. Exley, No. 3:17-cv-00175-MMD-WGC, 2019 U.S. Dist.
13 LEXIS 29152, at *1 (D. Nev. Feb. 22, 2019), Judge Miranda Du took up the very issues and
14 questions at bar: can a plaintiff record a lis pendens to secure real property that a plaintiff believes
15 might be an asset subject to recovery on fraudulent transfer should the plaintiff prevail in the
16 Action. Leverly was an attorney who successfully represented Exley in litigation over title to real
17 property. Leverly asserted that Leverly came into possession of a quitclaim deed regarding
18 ownership of the subject property and that Leverly filed an attorney's lien on the property.
19 Leverly alleged, on information and belief, that Defendant Exley intended to fraudulently transfer
20 the subject property in a manner to improperly invalidate the attorney's lien and evade payment of
21 monies allegedly owed to Leverly. The parties reached a settlement; the essential terms were put
22 on the record that included a stipulation to a judgment lien against the Subject Property. Exley
23 then refused to sign the written agreement and quitclaimed the subject property before a motion to
24 enforce settlement could be decided. Leverly filed and recorded a notice of lis pendens on the
25 Subject Property. The Court then entered Judgment enforcing the settlement agreement. Exley
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1 then brought a Motion to Expunge Lis Pendens for which Magistrate William Cobb recommended
2 expungement.¹

3 On review, Judge Du noted that claims of fraudulent transfer are not actions for which lis
4 pendens are appropriate. Leverty argued that Defendant's fraudulent conduct in transferring the
5 property, in entering into the settlement agreement without any intent to comply with its terms,
6 and in agreeing to allow for a judgment lien on the property as part of the settlement—supports its
7 recording of the notice of lis pendens. However Judge Du found that arguments as to fraudulent
8 transfer ignore
9

10 the prerequisite that *this* action must be one affecting title or possession of property.
11 NRS § 14.010(1) provides, in pertinent part, that in an action "affecting the title or
12 possession of real property, the plaintiff, at the time of filing the complaint . . . shall
13 record . . . a notice of the pendency of the action." Thus, the disputed action must
14 affect title or possession of property before a notice of lis pendens may be recorded.
15 Here, Judge Cobb correctly found that the action does not affect title or possession
16 to real property. Moreover, the action is not transformed into a dispute affecting
17 title or possession to property simply because the settlement agreement provides
18 for a judgment lien on the property.

19 Id. at *5-6. Judge Du adopted Magistrate Cobb's detailed analysis and reasoning regarding Nevada
20 law holding that a lis pendens for allegations of fraudulent transfer does not inure.

21 Judge Cobb walked through the facts in Leverty and application of Levinson v. Eighth
22 Judicial Dist. Court, 109 Nev. 747, 857 P.2d 18 (1993) to cases where a defendant has stipulated
23 to a judgment lien. Magistrate Judge Cobb walked through the Nevada Supreme Court's general
24 proposition that "lis pendens are not appropriate instruments for use in promoting recoveries in
25 actions for personal or money judgments; rather, their office is to prevent the transfer or loss of
26 real property which is the subject of dispute in the action that provides the basis for the lis
27 pendens." Leverty & Assocs. Law Chtd. v. Exley, No. 3:17-cv-000175-MMD-WGC, 2018 U.S.

28 ¹ As is frequently the practice before the United States District Court for the District of Nevada, the findings of
fact were made by Magistrate William Cobb and then were approved *de novo* by Judge Du. Leverty & Assocs. Law
Chtd. v. Exley, No. 3:17-cv-000175-MMD-WGC, 2018 U.S. Dist. LEXIS 221757, at *2-7 (D. Nev. Oct. 12, 2018).

1 Dist. LEXIS 221757, at *9 (D. Nev. Oct. 12, 2018) *citing* Levinson, 857 P.2d at 20, Magistrate
2 Cobb went on to note that the the Nevada Supreme Court in Levinson commented that even if the
3 plaintiff's claim that the property was the only asset that would satisfy her judgment were true,
4 that "would not support the relief she seeks by invoking the lis pendens statute." Id. This is exactly
5 the argument that Plaintiff JOLY has made in this litigation. JOLY does not assert that the subject
6 property is an asset of the corporate defendants or was pledged as part of the underlying
7 agreements. The Court in Leverty and Levinson both stressed that to invoke the lis
8 pendens statute, "[t]here must be some claim of entitlement to the real property affected by the lis
9 pendens" which was absent from both cases. "Leverty did not (and does not contend) that it had
10 any ownership interest in the Stateline property." Id.

12 Like in Levinson and Leverty, JOLY claims no ownership, possessory or lien interest in the
13 Subject Property and in fact JOLY's claims are even further attenuated from TAHICAN and its
14 title to property than found in Leverty. JOLY argues that TAHICAN (a) might be an alter ego of
15 Defendants RIGOLLET and/or BYDOO; (b) that if the Court awards a Judgment as against
16 RIGOLLET or BYDOO that JOLY should be allowed to collect monies as against TAHICAN on
17 the allegation that "Tahican LLC's assets are in fact Bydoo, LLC's assets and are subject to
18 collection by Plaintiffs[sic]."² JOLY makes no allegation and provides no evidence that the
19 Smoketree Village property was an asset the ownership of which JOLY is entitled or claims
20 pursuant to the Complaint. Instead JOLY alleges that JOLY is owed monies by RIGOLLET and/or
21 BYDOO and that the monetary judgment could be a lien on any assets of RIGOLLET or BYDOO.
22 These facts are exactly what both the Nevada Supreme Court, Nevada Court of Appeals and United
23 States District Court for the District of Nevada have stated do not rise to create "an action for the
24 foreclosure of a mortgage upon real property, or affecting the title or possession of real
25
26
27

28 ² Second Amended Complaint p 12 ¶ 82.

1 property[.]" NRS 14.010(1). At the end of the trial in this matter, JOLY is going to petition this
2 Court for an award of monetary damages which JOLY asserts JOLY is entitled; however JOLY
3 has no entitlement to title to or possession of the Smoketree Village property. If JOLY hits his
4 grand slam home run and convinces the Court that there has been a fraudulent transfer, JOLY is
5 still not asserting that JOLY has any claims to title or possession of the Smoktree Village property.
6

7 **CONCLUSION**

8 Based on the foregoing argument, Defendant Tahican respectfully requests that this Court
9 grant Motion to Expunge Lis Pendens in its entirety.

10 Dated this 24th day of January, 2022.

11 CORY READE DOWS & SHAFER

12 By: /s/ R. Christopher Reade
13 R. CHRISTOPHER READE, ESQ.
14 Nevada Bar No. 006791
15 1333 North Buffalo Drive, Suite 210
16 Las Vegas, Nevada 89128
17 (702) 794-4411
18 Attorney for Defendant TAHICAN, LLC
19
20
21
22
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 24th day of January, 2022, I served a copy of the
3 foregoing DEFENDANT TAHICAN, LLC'S FIRST SUPPLEMENT TO MOTION TO
4 EXPUNGE LIS PENDENS PURSUANT TO NRS 14.015 in the following manner upon the
5 parties so indicated therein as having received service:
6

7 ■ **NEFCR System upon the following Parties in accordance with NEFCR 9 and 13:**

JARED JENNINGS, ESQ. Nevada Bar No. 007762 JENNINGS & FULTON 2580 Sorrel Street Las Vegas, Nevada 89146 Attorneys for Plaintiff/Counterdefendant	Jean Francois Rigollet 2003 Smoketree Village Henderson, Nevada 89012 Defendant Pro Se
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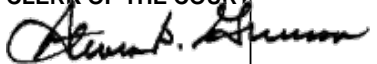
12 □ **First-Class United States mail, postage fully prepaid upon the following Parties who**
13 **are not registered users in accordance with NEFCR 9(d) a sealed envelope, postage**
14 **prepaid to the following counsel and/or parties to this matter:**

15 **Personal Service upon the following users or their Counsel:**

16
17
18 /s/ Elizabeth Arthur
19 An employee of CORY READE DOWS AND SHAFER
20
21
22
23
24
25
26
27
28

EXHIBIT “16”

EXHIBIT “16”



1 **OPP**

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Attorneys for Max Joly and Patricia Joly

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

Case No.: A-16-734832-C

Dept. No.: XXV

10 MAX JOLY, an individual

11
12 Plaintiff,

13 vs.

14 JEAN FRANCOIS RIGOLLET, an
individual; LE MACARON LLC, a
Nevada Limited Liability Company;
15 BYDOO LLC, a Nevada Limited Liability
Company; TAHICAN, LLC, a Nevada
16 Limited Liability Company; DOES 1-10;
and ROE CORPORATIONS 1-10,

17 Defendants.
18

19 JEAN FRANCOIS RIGOLLET, an
individual; LE MACARON LLC, a
20 Nevada Limited Liability Company;
BYDOO LLC, a Nevada Limited Liability
21 Company; TAHICAN, LLC, a Nevada

**OPPOSITION TO SECOND MOTION
TO EXPUNGE LIS PENDENS**

JENNINGS & FULTON, LTD.
2580 Sorrel Street
Las Vegas, Nevada 89146
telephone 702 979 3565 ♦ fax 702 362 2060

Limited Liability Company; DOES 1-10;
and ROE CORPORATIONS 1-10,

Counterclaimant,

vs.

MAX JOLY, an individual, PATRICIA
JOLY, an individual,

Counter-defendant.

Plaintiff/Counter-Defendant MAX JOLY and Counter-Defendant PATRICIA JOLY,
by and through their counsel of record, JARED B. JENNINGS, ESQ., ADAM R. FULTON,
ESQ., and LOGAN G. WILLSON, ESQ., of the law firm of JENNINGS & FULTON, LTD.,
hereby submit their Opposition to Second Motion to Expunge Lis Pendens.

This Opposition is made and based upon the papers and pleadings on file herein, the
Memorandum of Points and Authorities, the attached exhibits, and any oral argument the
Court will permit at the hearing on this matter.

DATED: February 3, 2022

JENNINGS & FULTON, LTD.

By: /s/ Jared B. Jennings, Esq.
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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF THE OPPOSITION

This is Defendants second Motion to Expunge Lis Pendens (“Lis Pendens”) recorded on April 5, 2017 against real property located at 2003 Smoketree Village Circle, Henderson, NV 89012 (“Property”). This is the only property remaining that was previously owned by Bydoo, LLC and quitclaimed to Tahican, LLC. After Plaintiff initiated this matter, Defendants began fraudulently transferring properties and assets. Fortunately, Mr. Joly was able to record a Notice of Lis Pendens for the only property remaining to secure payment under the LLC Membership Purchase Agreement (“Purchase Agreement”) based on Defendants fraudulent transfer in anticipation of and during the pendency of this matter.

16 months after receiving the Notice of Lis Pendens, Defendants filed a Motion to Expunge Lis Pendens (“First Motion”). The Court denied the First Motion. As determined by the Court in the November 27, 2018 Order (“First Motion Order”), “The claims for fraudulent transfer between BYDOO LLC and TAHICAN LLC establish a valid legal basis for the Lis Pendens pursuant to NRS Chapter 14.010 under Nevada Law.” *See* Exhibit 1 at 3:15-17.

Nearly five (5) years after this matter was filed and over three (3) years from the denial of the First Motion, Defendants seek the Court to reconsider the First Motion Order. Not only is the present Motion (“Second Motion”) untimely and a recitation of the First Motion, there is simply no basis to expunge the Lis Pendens. The Lis Pendens stems from Mr. Joly’s fraudulent transfer claim, which summary judgment has already been granted on.

Moreover, this Court has ruled that, “Mr. Joly’s Ninth Cause of Action for Fraudulent Transfer is Granted as Defendants fraudulently transferred Bydoo’s properties in anticipation of and during pendency of this litigation.” *See* December 14, 2021 Notice of Entry of Order

See Order at 27:14-17. This matter is set for trial on March 14, 2022 on the remaining claims, Mr. Joly's Fraud claim and the entity Defendants Rescission claim. Defendants request is duplicative of the First Motion previously denied, untimely as it is over three (3) years after the First Motion, and is simply yet another exhaustive effort to evade payment to Mr. Joly under the Purchase Agreement. Further, Defendants filed a Slander of Title claims regarding the Lis Pendens, summary judgment has determined that claim moot, "[t]he Joly's Motion for Summary Judgment Against Counter-Claimants' Counter-Claims regarding the Entity Defendants Fifth Cause of Action for Slander of Title is dismissed as moot from Defendants/Counter-Claimants fraudulent transfer of the Bydoo properties."

10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473
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[illegible]

1 Defendants cite NRCp 54(b) in the Second Motion. The First Motion Order is not a
2 judgment as Defendants claim it is. What Defendants really seek is reconsideration and cite
3 case law asserting the same. *See* Second Motion at 4:2-5. EDCR 2.24(b) is clear that any
4 reconsideration must have been sought within 14 days, the Second Motion was filed 1151
5 days from the entry of the First Motion Order. Defendants Motion is simply untimely and
6 Defendants have failed to provide any statutory basis that would extend the timing to seek
7 reconsideration or relief from the First Motion Order and the Second Motion must be denied
8 based on the same.

8 **2. Plaintiff's Notice of Lis Pendens Has Properly Been Recorded Under NRS**
9 **14.015 for Nearly Five (5) Years Due to Defendants Fraudulent Transfers**

10 The Uniform Fraudulent Transfer ACT (UFTA), NRS Chapter 112, is designed to
11 prevent a debtor from defrauding creditors by placing the subject property beyond the
12 creditors' reach. *Herup v. First Boston Fin., LLC*, 123 Nev. 228, 232 (2007). Three types of
13 transfers may be set aside under the UFTA: (1) actual fraudulent transfers; (2) constructive
14 fraudulent transfers; and (3) certain transfers by insolvent debtors. *Id.* at 233. An "actual
15 fraudulent transfer" is a transfer made or an obligation incurred by a debtor that is fraudulent
16 as to a creditor, regardless of whether the creditor's claim arose before or after the transfer
17 was made or the obligation was incurred, if the debtor made the transfer or incurred the
18 obligation: with actual intent to hinder, delay or defraud any creditor of the debtor. *See* NRS
19 112.180(1)(a).

20 A transfer is "constructively fraudulent" if the debtor transfers the property without
21 receiving a reasonably equivalent value in exchange for the transfer, and the debtor (1) was
22 engaged in a transaction for which his remaining assets were unreasonably small in relation
to the transaction or (2) reasonably should have believed that he would incur debts beyond

1 his ability to pay. NRS 112.180(1)(b). A fraudulent transfer by an insolvent debtor occurs in
2 two situations: (1) when the debtor makes the transfer without receiving a reasonably
3 equivalent value in exchange for the transfer and the debtor was insolvent at that time or the
4 debtor became insolvent as a result of the transfer or obligation, NRS 112.190(1); and (2)
5 when an insolvent debtor makes a transfer on an antecedent debt to an insider who had reason
6 to believe the debtor was insolvent. NRS 112.190(2).

7 NRS 11.220(1) provides a complete defense for an action for avoidance under NRS
8 112.180(1)(a) and states: [a] transfer or obligation is not voidable under paragraph (a) of
9 subsection 1 of NRS 112.180 against a person who took in good faith and for a reasonably
10 equivalent value or against any subsequent transferee or obligee. *Herup* at 234. In order to
11 establish a good faith defense to a fraudulent transfer claim, the transferee must show
12 objectively that he or she did not know or had no reason to know of the transferor's fraudulent
13 purpose to delay, hinder, or defraud the transferor's creditors. *Id.* at 237. NRS 112.150(3)
14 defines a claim as a right to payment, "whether or not the right is reduced to judgment,
15 liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal,
16 equitable, secured or unsecured." Pursuant to NRS 112.150(4), a creditor means a person
17 who has a claim.

18 NRS 14.015 (2) and (3), provides in pertinent part that:

- 19 2. Upon 15 days' notice, the party who recorded the notice of pendency of
20 the action must appear at the hearing and, through affidavits and other
21 evidence which the court may permit, establish to the satisfaction of the
22 court that:
- 23 (a) The action is for the foreclosure of a mortgage upon the real
24 property described in the notice or affects the title or possession
25 of the real property described in the notice;
 - 26 (b) The action was not brought in bad faith or for an improper
27 motive;

- 1 (c) The party who recorded the notice will be able to perform any
2 conditions precedent to the relief sought in the action insofar as
3 (d) The party who recorded the notice would be injured by any
4 transfer of an interest in the property before the action is
5 concluded.

6 3. In addition to the matters enumerated in subsection 2, the party who
7 recorded the notice must establish to the satisfaction of the court either:

- 8 (a) That the party who recorded the notice is likely to prevail in the
9 action; or
10 (b) That the party who recorded the notice has a fair chance of
11 success on the merits in the action and the injury described in
12 paragraph (d) of subsection 2 would be sufficiently serious that
13 the hardship on him or her in the event of a transfer would be
14 greater than the hardship on the defendant resulting from the
15 notice of pendency, and that if the party who recorded the notice
16 prevails he or she will be entitled to relief affecting the title or
17 possession of the real property.

18 *See* NRS 14.015.

19 Plaintiff has already prevailed on his Fraudulent Transfer claim, thus demonstrating
20 that the *Lis Pendens* was necessary. Moreover, Defendants Slander of Title claim was
21 dismissed at moot. Moreover, Mr. Joly has already demonstrated that the matter affects the
22 title or possession of the Property. It is undisputed that this is not a foreclosure action, but
Mr. Joly has long asserted claims affecting the title or possession of the Property, as the
Property was to secure payment under the Purchase Agreement.

Levinson v. Eighth Jud. Dist. expressly acknowledges that, “*lis pendens* may apply
to actions designed to avoid conveyances or transfers in fraud of creditors...”¹ Plaintiff
respectfully submits that this matter is just the type of exception to the general law as
recognized by the *Levinson* court as determined by this Court in 2018. Despite procedural

¹109 Nev. 747, 752 (Nev. 1993).

1 deficiencies of Defendants, as there was in 2018, there is ample evidence that the Lis Pendens
2 satisfies NRS 14.015(2)(a) and should be upheld. The second requirement under NRS
3 14.015(2) requires Plaintiff to establish that the underlying action was not brought in bad
4 faith or for an improper motive. Surely it was not as it has been upheld by this Court.

5 The third requirement under NRS 14.015(2) requires Plaintiff to establish that he will
6 be able to perform any conditions precedent to the relief sought in the action insofar as it
7 affects the title or possession of the real property. Lastly, NRS 14.015(2) requires Plaintiff
8 to establish that he would be injured by any transfer of an interest in the property before the
9 action is concluded.

10 Plaintiff has already prevailed on his Fraudulent Transfer claim and Defendants
11 Slander of Title claim was dismissed at moot satisfying the remaining elements of NRS
12 14.015(2). Defendants Supplement to the Second Motion rely on an unreported decision in
13 *Leverty & Assocs. Law Chtd. v. Exley*.² The Nevada Supreme Court has ruled that a lis
14 pendens is an inappropriate vehicle to recover personal or money judgments; instead, “[t]here
15 must be some claim of entitlement to the real property affected by the lis pendens[.]”³ It was
16 in this context that the Nevada Supreme Court announced the general proposition that “lis
17 pendens are not appropriate instruments for use in promoting recoveries in actions for
18 personal or money judgments; rather, their office is to prevent the transfer or loss of real
19 property which is the subject of dispute in the action that provides the basis for the lis

20 ²*Leverty & Assocs. L. CHTD v. Exley*, No. 317CV000175MMDWGC, 2018 WL 6728414,
21 at *1 (D. Nev. Oct. 12, 2018), report and recommendation adopted sub nom. *Leverty &*
22 *Assocs. L. Chtd. v. Exley*, No. 317CV00175MMDWGC, 2019 WL 913096 (D. Nev. Feb. 22,
2019), aff’d, 830 F. App’x 983 (9th Cir. 2020).

³ *Id.* citing *Levinson v. Eighth Judicial District Court*, 109 Nev. 747, 752 (1993); see
also *Weddell v. H2O, Inc.*, 271 P.3d 743, 751 (2012).

pendens.” *Levinson*, 857 P.2d at 20 (citations omitted). The Nevada Supreme Court pointed out the harm that may befall a party if a lis pendens is improperly utilized: “a lis pendens may cause substantial hardship to the property owner before relief can be obtained.” *Id.* (quoting *Burger v. Superior Court of Santa Clara County*, 151 Cal.App.3d 1013 (1984)). *Burger* aptly noted that an “[o]verbroad definition of ‘an action ... affecting the title or the right of possession of real property’ would invite abuse of lis pendens.” *Id.*

Defendants misrepresent the purpose of the Lis Pendens, it was not to secure any judgment. It was stemmed from the fraudulent transfer allegations in the Second Amended Complaint and the Order determining that said transfers were in fact, fraudulent. As those prior transfers were determined fraudulent, a Lis Pendens is even more so warranted given prior conduct. While the issue of whether or not funds from the sale of the Bydoo properties should be paid to Mr. Joly were resolved as a result of the present Order, said proceeds will be determined by the Court at trial. Defendants conduct does not warrant expunging the Lis Pendens, surely the Property will be sold. Defendants live in Tahiti, French Polynesia, and have no other ties to the state of Nevada as they’ve divested Bydoo, Le Macaron, and Tahican of all other ties and assets relating to Nevada. *Levinson* and *Leverty* warrant the denial of the Second Motion.

3. Mr. Joly Should be Awarded His Attorneys Fees for Defendants Untimely and Meritless Second Motion

Pursuant to EDCR 7.60(b), the court may, after notice and an opportunity to be heard, impose upon an attorney or a party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney’s fees when an attorney or a party without just cause:

- (1) Presents to the court a motion or an opposition to a motion which is obviously frivolous, unnecessary or unwarranted.

1 ...

2 (3) So multiplies the proceedings in a case as to increase costs unreasonably
3 and vexatiously.

4 Despite the district court's broad discretion to impose sanctions, "[a] district court
5 may only impose sanctions that are reasonably proportionate to the litigant's misconduct."
6 *Emerson v. Eighth Judicial Dist. Court of State, ex rel. County of Clark*, 127 Nev. 672, 681
7 (2011) citing *Heinle v. Heinle*, 777 N.W.2d 590, 602 (N.D.2010). Courts have "inherent
8 equitable powers to dismiss actions or enter default judgments for...abusive litigation
9 practices." *Young v. Johnny Ribeiro Bldg., Inc.*, 106 Nev. 88, 92 (1990) citing *TeleVideo*
10 *Systems, Inc. v. Heidenthal*, 826 F.2d 915, 916 (9th Cir.1987) (citations omitted). Litigants
11 and attorneys alike should be aware that these powers may permit sanctions for discovery
12 and other litigation abuses not specifically proscribed by statute. *Id.*

13 The Second Motion is unnecessary, unwarranted, and futile. The First Motion was
14 denied and the Slander of Title claim has been dismissed as moot given the Court's
15 determination of the fraudulent transfers of Defendants. The First Motion was denied,
16 notably it was also untimely as being filed over 16 months after the Lis Pendens was
17 recorded. Notably, similar to several other filings in this case, Mr. Rigollet filed seeking to
18 enforce unrepresented entities rights. The Second Motion has multiplied the proceedings in
19 the matter under EDCR 7.60(b)(3) and must be denied. In the event the Court is inclined to
20 award attorneys' fees and costs, the Joly's will submit a memorandum in compliance with
21 *Brunzell v. Golden Gate Nat. Bank*⁴ for reasonable attorneys' fees and *Cadle Co. v. Woods*
22 *& Erickson*⁵ for reasonable and necessary costs.

⁴ 85 Nev. 345, 349 (1969).

⁵ 131 Nev. 114, 120 (2015).

III. CONCLUSION

Based on the foregoing, the Motion should be denied in its entirety and the Lis Pendens should remain recorded against the Property.

DATED: February 3rd, 2022

JENNINGS & FULTON, LTD.

By: /s/ Jared B. Jennings, Esq.

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CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(b), I hereby certify that I am an employee of JENNINGS & FULTON, LTD., and that on the 3rd day of February 2022, I caused a true and correct copy of the foregoing **OPPOSITION TO SECOND MOTION TO EXPUNGE LIS PENDENS** to be served as follows:

_____ by depositing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, enclosed in a sealed envelope; or

_____ by facsimile transmission, pursuant to E.D.C.R. 7.26, as indicated below; or

 X by electronic service, pursuant to N.E.F.C.R. 9 and Administrative Order 14-2, as indicated below:

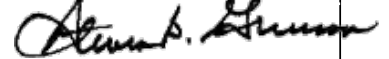
R. CHRISTOPHER READE, ESQ.
Nevada Bar No. 006791
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1333 N. Buffalo Dr., Ste. 210
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Le Macaron, LLC, Tahican LLC and Bydoo LLC

JEAN FRANCOIS RIGOLLET
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rigollet.jfsenior@wanadoo.fr
Defendant/Counterclaimant In Proper Person

/s/ Misty Janati

An Employee of JENNINGS & FULTON, LTD.

EXHIBIT “1”



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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

MAX JOLY, an individual

Case No.: A-16-734832-C

Plaintiff,

Dept. No.: XXV

vs.

JEAN FRANCOIS RIGOLLET, an individual;
LE MACARON LLC, a Nevada Limited
Liability Company; BYDOO LLC, a Nevada
Limited Liability Company; DOES 1-10; and
ROE CORPORATIONS 1-10,

Defendants.

ORDER

JEAN FRANCOIS RIGOLLET, an individual;
LE MACARON LLC, a Nevada Limited
Liability Company; BYDOO LLC, a Nevada
Limited Liability Company; DOES 1-10; and
ROE CORPORATIONS 1-10

Counterclaimant,

vs.

MAX JOLY, an individual,

Counter-defendant

~~OCTOBER~~ ~~17th~~
On May 30, 2018,

the Court held a scheduled hearing wherein GEORGE E. ROBINSON, appeared on behalf of Defendants/Counter Claimants; ADAM R. FULTON, ESQ., appeared on behalf of Plaintiff/Counter Defendant. At said hearing, the Court heard Defendant's/Counter Claimants Motion to Expunge Notice of Lis Pendens.

The Court having reviewed the pleadings and papers on file herein, including the briefing for the above motion and having heard and considered the oral argument of counsel, and good cause appearing, the Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. BYDOO LLC owned a property located at 2003 Smoketree Village Circle (the "Property").

2. The initial Complaint was filed by Plaintiff against BYDOO LLC et al. in this action on April 11, 2016.

3. The property was transferred from BYDOO LLC to TAHICAN LLC after the initial Complaint was filed.

4. A lis pendens was recorded by Plaintiff on the Property on April 5, 2017.

5. A Motion to Expunge the Lis Pendens was filed by the Defendants on August 10, 2018.

6. Plaintiff improperly filed a Second Amended Complaint naming TAHICAN LLC as a party and making claims for fraudulent transfer of the Property.

7. Plaintiff filed a Motion for Leave to file the Second Amended Complaint on September 11, 2018.

8. A stipulation and order was filed on October 17, 2018 allowing the filing of the Second Amended Complaint.

1 **CONCLUSIONS OF LAW**

2 NRS 14.010 states in which types of actions a Lis Pendens may be recorded against a
3 property:

4 1. In an action for the foreclosure of a mortgage upon real property, or affecting the
5 title or possession of real property, the plaintiff, at the time of filing the complaint, and the
6 defendant, at the time of filing his or her answer, if affirmative relief is claimed in the
7 answer, shall record with the recorder of the county in which the property, or some part
8 thereof, is situated, a notice of the pendency of the action, containing the names of the
9 parties, the object of the action and a description of the property in that county affected
thereby, and the defendant shall also in the notice state the nature and extent of the relief
claimed in the answer.

10 Although case law does not exist in the State of Nevada regarding this issue, when claims
11 are made for fraudulent transfer under the Uniform Fraudulent Transfer Act, other jurisdictions
12 have established that a lis pendens is proper. *See Sports Shinko Co. v. Qk Hotel* 457 F. Supp. 2d
13 1121, 1124 (D. Hawaii 2006); *Farris v. Advanced Capital Corp.*, 170 P.3d 250, 252 (Ariz. 2007);
14 *Kirkby v. Sup. Ct.* 93 P.3d 395, 402 (Cal. 2004).

15 The claims for fraudulent transfer between BYDOO LLC and TAHICAN LLC establish
16 a valid legal basis for the Lis Pendens pursuant to NRS Chapter 14.010 under Nevada law.
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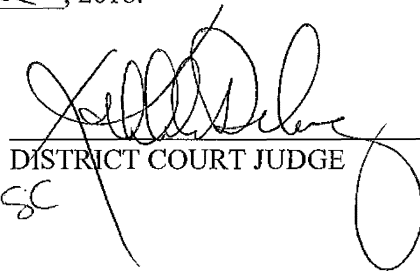
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1 **ORDER**

2 The Court, having made the above findings of fact and conclusions of law, hereby orders
3 as follows:

4 **IT IS FURTHER ORDERED** that Defendant/Counter Claimant's Motion to Expunge
5 Lis Pendens is denied.
6

7
8 DATED this 21st day of November, 2018.

9
10 
11 DISTRICT COURT JUDGE
12 SC

13 Submitted by:

14 LAW OFFICES OF P. STERLING KERR


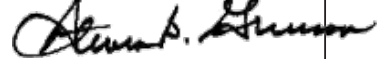
15 
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21 *Attorneys for Defendant's/Counter Claimant*
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EXHIBIT “17”

EXHIBIT “17”



RIS
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Attorneys for Defendants/Counterclaimants
Le Macaron LLC, Tahican LLC and Bydoo LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

MAX JOLY, an individual,

Plaintiff,

vs.

JEAN FRANCOIS RIGOLLET, an
Individual; LE MACARON LLC, a Nevada
Limited Liability Company; BYDOO, LLC,
a Nevada Limited Liability Company;
TAHICAN LLC, a Nevada Limited Liability
Company; DOES 1 through 10; and ROE
CORPORATIONS 1 through 10,

Defendants.

) Case No.: A-16-734832-C

) Dept. No.: 25

) **TAHICAN, LLC'S REPLY IN**
) **SUPPORT OF ITS MOTION TO**
) **EXPUNGE LIS PENDENS**
) **PURSUANT TO NRS 14.015**

) **HEARING REQUESTED**

) **Date of Hearing: February 15, 2022**

) **Time of Hearing: 10:30 a.m.**

JEAN FRANCOIS RIGOLLET, an
Individual; LE MACARON LLC, a Nevada
Limited Liability Company; BYDOO, LLC,
a Nevada Limited Liability Company;
TAHICAN LLC, a Nevada Limited Liability
Company,

Counterclaimants,

vs.

MAX JOLY, an Individual,

Counterdefendants.

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**TAHICAN, LLC'S REPLY IN SUPPORT OF ITS MOTION
TO EXPUNGE LIS PENDENS PURSUANT TO NRS 14.015**

COMES NOW Defendant TAHICAN, LLC, a Nevada limited liability company, by and through its attorney R. Christopher Reade, Esq. of the law firm of Cory Reade Dows & Shafer, and hereby files this Reply in support of its Motion to Expunge Lis Pendens Pursuant to NRS 14.015. This Reply is made and based upon the following Memorandum of Points and Authorities contained herein, all of the pleadings on file, the attached exhibits, and any and any and all oral argument of counsel that the Court may entertain at the time of hearing.

Dated this 8th day of February, 2022.

CORY READE DOWS & SHAFER

By: /s/ R. Christopher Reade
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Telephone: (702) 794-4411
Attorney for Defendant TAHICAN, LLC

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POINTS AND AUTHORITIES

Like the magicians Las Vegas is famous for, Joly¹ is trying to distract this Court from the simple facts around the filing of this Lis Pendens with misdirection and sleight of hand. Joly first is trying to make this a motion to reconsider—it is not. Joly keep referring to Defendants bring multiple motions. However, Rigollet (who is only one defendant in this action) brought a Motion to Expunge Notice of Lis Pendens, prior to Tahican being added as a party.² When Joly filed the Lis Pendens on April 4, 2017, it is undisputed that Tahican was the owner of the Property.³ However, Joly didn't

¹ Capitalized terms, not otherwise defined herein, will have those meanings ascribed to them in the Tahican, LLC's Motion to Expunge Lis Pendens Pursuant to NRS 14.015 ("Motion").

² Compare October 17, 2018 Stipulation and Order, attached as Exhibit "D" to Motion with Motion to Expunge Notice of Lis Pendens, attached as Exhibit "E" to Motion.

³ Quit Claim Deed, attached as Exhibit "B" to Motion.

1 decide to add Tahican as a party until almost 18 Months later.⁴ Joly knowingly filed a Lis Pendens
2 against a nonparty to the litigation, but it is Joly who claims that Tahican's actions are sanctionable.

3 Now that Tahican is a party to this litigation, Tahican has brought its own Motion to clear
4 the cloud on its Property. Throughout the entirety of this Lis Pendens, Tahican has been the sole
5 owner of the Property. The Court has never ruled on any motion related to the Lis Pendens, in which
6 Tahican was a participant. It is hornbook law that to be bound by a Court's ruling the party must be
7 properly before the Court and have an opportunity to be heard.

8 Joly entire opposition to this motion is based on request for admissions, that were never
9 served on Tahican. Joly argues that even if the Company Defendants Motion for Reconsideration
10 is granted, the slander of title claims would proceed, and the Motion is not ripe and untimely.⁵ It
11 seems counterintuitive that a cause of action raised by a defendant would effect the timing of
12 Tahican's Motion. However, If the Company Defendants Motion for Reconsideration is granted,
13 the admissions that Joly uses to support this motion would be vacated and the order granting the
14 Fraudulent transfer would be vacated. Granting the Company Defendants Motion for
15 Reconsideration would void all of Joly's arguments in his Opposition.
16

17 Further, Joly never provides any Nevada Law stating why the Motion was untimely. All
18 Joly argues is that it does not fit within EDCR 2.24(b),⁶ which is not applicable, as this Motion is
19 not seeking to reconsider Rigollet's Motion.
20

21 Joly also incorrectly relied in 2018⁷ on Sports Shinko Co. v. QK Hotel, LLC, 457 F. Supp.
22 2d 1121 (D. Haw. 2006), which was then incorporated into this Court's order.⁸ Sports Shinko Co.
23

24 ⁴ Lis Pendens, attached as Exhibit "A" to Motion and October 17, 2018 Stipulation and Order, attached as Exhibit "D"
25 to Motion.

26 ⁵ Opposition to Second Motion to Expunge Lis Pendens ("Opposition"), p 4.

27 ⁶ Opposition p 5.

28 ⁷ Plaintiff's Opposition to Defendant Rigollet's Motion to Expunge Notice of Lis Pendens p 4, filed with the Court on
August 23, 2018.

⁸ November 27, 2018 Order, attached as Exhibit "F" to Motion.

has been rejected by the appellate courts of the State of Hawaii and is not even good law in Hawaii. S. Utsumomiya Enters. v. Moomuku Country Club, 75 Haw. 480, 505, 866 P.2d 951, 964 (1994). In S. Utsumomiya, the Hawaii Supreme Court reiterated that “a *lis pendens* may only be filed in connection with an action (1) "concerning real property," (2) "affecting title" to real property, or (3) "affecting . . . the right of possession of real property." Id. citing Kaapu v. Aloha Tower Dev. Corp., 72 Haw. 267, 269-70, 814 P.2d 396, 397 (1991) (citing HRS § 634-51). In S. Utsumomiya, exactly as alleged by JOLY, Plaintiff asserted an equitable lien to secure monetary damages, to which the Hawaii Supreme Court found “more persuasive the authority that holds that the *lis pendens* statute must be strictly construed and that the application of *lis pendens* should be limited to actions *directly* seeking to obtain title to or possession of real property.” Id. The Hawaii Supreme Court expressly stated that where the plaintiff is not alleging to be the rightful owner of the property but is instead alleging the purpose of securing a claim for money damages that “*allegations of equitable remedies, even if colorable, will not support a lis pendens if, ultimately, those allegations act only as a collateral means to collect money damages.*” Id. citing Urez Corp. v. Superior Court, 190 Cal. App. 3d 1141, 1149, 235 Cal. Rptr. 837, 842 (1987). In point of fact, the Hawaii Court of Appeals has subsequently stated that Sports Shinko was incorrectly decided under Hawaii law. See Cty. of Hawai'i v. Unidev, Ltd. Liab. Co., 128 Haw. 378, 389-93, 289 P.3d 1014, 1025-29 (Hawaii Ct. App. 2012). In Unidev, the Hawaii Court of Appeals stated that Sports Shinko directly ignored the controlling precedent in Hawaii and misapplied S. Utsumomiya.

ARGUMENT

I. DUE PROCESS REQUIRES THAT TAHICAN BE ALLOWED TO BRING THIS MOTION.

Since Nevada obtained statehood, the Nevada Constitution has required due process of law. Nev. Const. Art. 1, § 8. “Due process of law not only requires that a party shall be properly brought into court, but that he shall have the opportunity when in court to establish any fact which,

1 according to the usages of the common law or the provisions of the constitution, would be a
2 protection to himself or property.” Wright v. Cradlebaugh, 3 Nev. 341, 349 (1867) (cleaned up).
3 See also Webster v. Reid, 52 U.S. (11 How.) 437, 456 (1851) (Is the principle, consecrated by the
4 venerable system of the common law, and incorporated into our constitutions, that no person shall
5 be deprived of his property unless by due process of law, to be thus trifled with and frittered away?
6 This court has always appreciated and held sacred this right of the citizen to due notice of judicial
7 proceedings against him; and it affords us pleasure to quote its bold and eloquent language.) Even
8 with this long history, Joly wants to deprive Tahican of the Property without a hearing.

10 “Due process is satisfied by giving both parties a meaningful opportunity to present their
11 case.” J.D. Constr., Inc. v. IBEX Int’l Grp., Ltd. Liab. Co., 126 Nev. 366, 376, 240 P.3d 1033,
12 1040 (2010) (cleaned up). In this case, Tahican has not had a meaningful opportunity to present
13 any defenses to the Lis Pendens. Even if Joly’s argument about the timeliness of the
14 reconsideration were accurate, both the United States and the Nevada constitutions would still
15 require that the Court to substantively rule on this motion.

17 Further, Joly’s self-imposed deadline is contrary to the statute. “After a notice of pendency
18 of an action has been recorded with the recorder of the county, the defendant...may request that
19 the court hold a hearing on the notice, and such a hearing must be set as soon as is practicable,
20 taking precedence over all other civil matters except a motion for a preliminary injunction.” NRS
21 § 14.015(1). The only timing requirement to bring a hearing to cancel a lis pendens is that it be
22 brought after the lis pendens has been recorded. Joly recorded the Lis Pendens in the Clark County
23 Records Office on April 5, 2017.⁹ Joly has not provided any authority that limits when a party
24 may bring a motion to expunge a Lis Pendens.
25
26
27

28 ⁹ Recorded Notice of Pendency of Action and Lis Pendens, attached as Exhibit “J”.

1 **II. NO NEVADA APPELLATE COURT HAS AUTHORIZED A LIS PENDENS ON**
2 **A FRAUDULENT TRANSFER CLAIM.**

3 In the Opposition, Joly states the general rule that Lis Pendens are not appropriate “to
4 recover personal or money judgments” but there must be some claim to the title of the property.¹⁰
5 However, to get around this straightforward rule, Joly misquotes Levinson v. Eighth Judicial Dist.
6 Court, 109 Nev. 747, 749, 857 P.2d 18, 19 (1993). In his Opposition, Joly states “*Levinson v.*
7 *Eighth Jud. Dist.* expressly acknowledges that, ‘lis pendens may apply to actions designed to avoid
8 conveyances or transfers in fraud of creditors...’.”¹¹ That is not what the Nevada Supreme Court
9 held.

10 First, even if the Court made this alleged statement, it would be dictum and nonbinding.
11 “A statement in a case is dictum when it is unnecessary to a determination of the questions
12 involved.” St. James Vill., Inc. v. Cunningham, 125 Nev. 211, 216, 210 P.3d 190, 193
13 (2009)(cleaned up). This statement is dictum because the Court held that the lis pendens was not
14 valid under the general rule.

15 Second, this quote is taken out of context. The full paragraph, where the quote is found, is
16 reproduced in its entirety.

17 NRS 14.010 (1) indicates that it is applicable "in an action for the foreclosure of a
18 mortgage upon real property, or affecting the title or possession of real property... ."
19 The instant action is not of the type envisioned under this statute. The Stable never
20 had title to the property which is now being "corralled" to satisfy a money judgment.
21 Furthermore, Read [the real party in interest] is now attempting to encumber the
22 property of the Levinsons despite the fact that they were not parties to her original
23 personal injury action. While Read has presented relevant case law indicating that **lis**
24 **pendens may apply to actions designed to avoid conveyances or transfers in**
25 **fraud of creditors**, she has not adequately demonstrated actionable fraud in the
26 instant case. As discussed by the Burger court, Read has merely attempted to obtain
27 what amounts to a prejudgment attachment on Levinsons' property through the guise
28 of an action implicating a provisional lis pendens remedy. Read contends without

¹⁰ Opposition p 9–10.

¹¹ Opposition p 8. Joly made this exact same argument in response to Rigollet’s Motion to Expunge Notice of Lis Pendens. See Plaintiff’s Opposition to Defendant Rigollet’s Motion to Expunge Notice of Lis Pendens p 4, filed with the Court on August 23, 2018. This is the second time that Joly has purposely misquoted the Levinson case.

1 credible evidence, that the Levinsons' real property is the only asset which would
2 satisfy her claim. Even if we were to assume that Read's fears are true, they would
3 not support the relief she seeks by invoking the lis pendens statute. To repeat, lis
4 pendens is not available to merely enforce a personal or money judgment. There must
be some claim of entitlement to the real property affected by the lis pendens, a
condition wholly absent in the case before us.

5 Levinson 109 Nev. at 751-752, 857 P.2d at 20-21 (emphasis is the portion quoted by Joly). The
6 Nevada Supreme Court only expressly acknowledged that Read had made such claim. Joly's
7 argument is not supported by Nevada Law.

8 Just like Read, Joly has claimed that but for the Lis Pendens, Tahican would sell the only
9 asset available to pay a judgment.¹² However, the Nevada Supreme Court expressly ruled against
10 this argument. "Read contends without credible evidence, that the Levinsons' real property is the
11 only asset which would satisfy her claim." Levinson 109 Nev. at 752, 857 P.2d at 21. "Even if we
12 were to assume that Read's fears are true, they would not support the relief she seeks by invoking
13 the lis pendens statute." Id. The Nevada Supreme Court then stated, "[t]o repeat, lis pendens is not
14 available to merely enforce a personal or money judgment." Id.

15
16 Joly admits that the Lis Pendens was not relate to the title of the Property but to secure
17 payment under the purchase agreement.¹³ By this admission, Joly is attempting to obtain a
18 prejudgment attachment on Tahican property, which has been specifically rejected as an
19 inappropriate use of a Lis Pendens. Levinson 109 Nev. at 752, 857 P.2d at 21.

20 21 **III. JOLY CANNOT ESTABLISH THE REQUIRED FACT TO PREVENT THE** 22 **EXPUNGEMENT OF THE LIS PENDENS.**

23 Joly has failed the provide any evidence to support his filing of the Lis Pendens.

24 Upon 15 days' notice, the party who recorded the notice of pendency of the action
25 must appear at the hearing and, **through affidavits and other evidence** which the
26 court may permit, establish to the satisfaction of the court that:

27 ¹² Opposition p 4 & p 9.

28 ¹³ Opposition p 3.

- 1 (a) The action is for the foreclosure of a mortgage upon the real property described
2 in the notice or affects the title or possession of the real property described in the
3 notice;
4 (b) The action was not brought in bad faith or for an improper motive;
5 (c) The party who recorded the notice will be able to perform any conditions
6 precedent to the relief sought in the action insofar as it affects the title or possession
7 of the real property; and
8 (d) The party who recorded the notice would be injured by any transfer of an interest
9 in the property before the action is concluded.

10 NRS 14.015(2). In order to keep the Lis Pendens in Place, Joly must provide evidence not
11 argument. In its Opposition, Joly has failed to provide any affidavits that would satisfy the Court
12 on any of the requirements NRS 14.015(2). It is also interesting that Joly failed to provide any
13 affidavits with his 2018 opposition either.¹⁴ All that was provided in Joly's 2018 opposition was
14 a improperly filed Second Amended Complaint, the recorded Lis Pendens, and the August 6, 2018
15 Discovery Commissioner's Report and Recommendations.¹⁵

16 First, Joly must provide evidence that this "action is for the foreclosure of a mortgage upon
17 the real property described in the notice or affects the title or possession of the real property
18 described in the notice". NRS 14.015(2)(a). In the Opposition, Joly admits that he "was able to
19 record a Notice of Lis Pendens for the only property remaining to secure payment under the LLC
20 Membership Purchase Agreement ("Purchase Agreement") based on Defendants fraudulent
21 transfer in anticipation of and during the pendency of this matter."¹⁶ To get around this first
22 requirement, Joly has claimed that he "has long asserted claims affecting the title or possession of
23 the Property, as the Property was to secure payment under the Purchase Agreement."¹⁷ However,
24 Joly has failed to provide any evidence of this security interest. Nothing in the LLC Membership

25 ¹⁴ See August 23, 2018 Plaintiff's Opposition to Defendant Rigollet's Motion to Expunge Notice of Lis Pendens.

26 ¹⁵ See August 23, 2018 Plaintiff's Opposition to Defendant Rigollet's Motion to Expunge Notice of Lis Pendens,
27 Exhibit 1, 2, & 3.

28 ¹⁶ Opposition p 3.

¹⁷ Opposition p 8.

1 Purchase Agreement states that the Property will be used as security.¹⁸ Since Joly has admitted
2 that this litigation does not affect “the title or possession of the real property described in the
3 notice” (NRS 14.015(2)(a)), the Lis Pendens must be expunged.

4 Under the next requirement, the Court should presume bad faith. NRS 14.015(2)(b). Joly
5 filed a Lis Pendens on the Property, which was owned by a non-party on April 4, 2017.¹⁹ It was
6 not until October 17, 2018 that Tahican became a party to this suit—over 18 months later.²⁰
7 Purposely clouding the title of the Property against whom no claims had been brought, is bad faith.
8

9 Lastly, Joly’s only authority for the Lis Pendens is his mistaken belief that it is allowed
10 under a fraudulent transfer claim. However, Joly’s fraudulent transfer claim also fails as a matter
11 of law. “A transfer or obligation is not voidable under paragraph (a) of subsection 1 of NRS
12 112.180 against a person who took in good faith and for a reasonably equivalent value or against
13 any subsequent transferee or obligee.” NRS § 112.220(1). The Declaration of Value, attached to
14 the Quit Claim deed, show that the transfer tax was paid on \$155,000.00. “The law presumes that
15 the deed expresses the real transaction between the parties.” Bingham v. Thompson, 4 Nev. 231,
16 232 (1868). Joly has not provided any evidence that the transfer of the Property was not for value.
17

18 Further, Tahican actually provided value for the Property. On May 19, 2015, Tahican,
19 though its principle Borris Jakubczack’s Jakubczack Group, LLC, transferred \$100,000.00 to
20 Bydoo.²¹ On June 9, 2015, Tahican, though its principle Borris Jakubczack’s Jakubczack Group,
21 LLC, transferred \$40,000.00 to Bydoo.²² As the evidence shows that, Tahican paid value for the
22 Property, Joly’s fraudulent transfer claim fails as a matter of law.
23

24
25 ¹⁸ LLC Membership Purchase Agreement, attached as Exhibit “K”

26 ¹⁹ Notice of Pendency of Action and Lis Pendens.

27 ²⁰ October 17, 2018 Stipulation and Order.

28 ²¹ Wells Fargo Combined Statement of Accounts (Defendant N° 01804-01805), attached as Exhibit “L”.

²² Wells Fargo Combined Statement of Accounts (Defendant N° 01806-01807), attached as Exhibit “M”.

1 **IV. THE COURT SHOULD STAY THE CASE AND REQUIRE JOLY TO POST A**
2 **BOND, IF THE LIS PENDENS IS NOT EXPUNGED.**

3 In the Opposition, Joly did not oppose Tahican's alternative request for stay to bring a writ,
4 if the Court refused to expunge the Lis Pendens. "Failure of the opposing party to serve and file
5 his written opposition may be construed as an admission that the motion is meritorious and a
6 consent to granting the same." Walls v. Brewster, 112 Nev. 175, 178, 912 P.2d 261, 263 (1996).
7 Since Joly has failed to oppose this request, the Court should grant a stay to bring a writ to the
8 Nevada Supreme Court, if the Court does not expunge the Lis Pendens.

9 Further, Joly should be required to post a bond pursuant to NRS 14.015(6). Joly has tied
10 up this property for 5 years²³ and Tahican was not add as party until almost 18 months later.²⁴
11 Right now, hosing prices have skyrocketed in Las Vegas.²⁵ Regardless of whether or not Tahican
12 would like to sell this Property, Joly's Lis Pendens has prevented Tahican for refinancing the
13 Property during this housing boom or using the Property as collateral for some other venture.
14 Since Joly has used this Lis Pendens as a prejudgment writ of attachment, the Court should require
15 Joly to post a bond no less than \$300,000.00.
16

17 **V. JOLY CLAIM FOR SANCTIONS IS CONTRARY TO NEVADA LAW.**

18 Joly claim for sanctions is contrary to Nevada law. First, Joly claims that this motion is
19 frivolous and multiplied the proceeding to unreasonably increase the cost.²⁶ However, it is Joly
20 who filed a frivolous Lis Pendens. Joly further claims that this Motion is futile because Rigollet's
21
22
23

24 ²³ Opposition p 9.

25 ²⁴ Lis Pendens, attached as Exhibit "A" to motion and October 17, 2018 Stipulation and Order, attached as Exhibit
26 "D" to Motion and

27 ²⁵ See Las Vegas home prices set all-time high in January Las Vegas Review-Journal
28 <https://www.reviewjournal.com/business/housing/las-vegas-housing-market-kicks-off-2022-with-new-price-record-2526119/> lasted visited 2/8/2022, attached as Exhibit N.

28 ²⁶ Opposition p 10-11.

1 2018 motion was denied and the Slander of Title claim was dismissed.²⁷ As has been discussed
2 above, Tahican was not a party to this case when that motion was brought, Due Process requires
3 Tahican an opportunity to be heard, and Joly has admitted that his suit is not related to the title of
4 the property and therefore the Lis Pendens is not proper.²⁸ As this Motion has been properly
5 brought before this Court, Joly's request for sanctions is without merit. If the Court is going to
6 award attorney fees in this Motion, it should be granted to Tahican for Joly's frivolous and bad
7 faith Lis Pendens.
8

9 **CONCLUSION**

10 Based on the foregoing argument, Defendant Tahican respectfully requests that this Court
11 grant this Motion to Expunge Lis Pendens in its entirety. Joly has failed to provide any evidence
12 that would comply with NRS 14.015 and he has admitted that the purpose of the Lis Pendens is to
13 only pay the purchase agreement. This Court should expunge the Lis Pendens since it is contrary to
14 Nevada Law.

15 Alternatively, if the Court decides to not expunge the Lis Pendens, Tahican requests that the
16 Court issue a stay to allow Tahican to bring a writ to the Nevada Supreme Court. Also, the Court
17 should order that Joly must post a bond, as Joly's Lis Pendens has prevented Tahican's use and
18 enjoyment of the property for 5 years.

19 Dated this 8th day of February, 2022.

20 CORY READE DOWS & SHAFER

21 By: /s/ R. Christopher Reade
22 R. CHRISTOPHER READE, ESQ.
23 Nevada Bar No. 006791
24 1333 North Buffalo Drive, Suite 210
25 Las Vegas, Nevada 89128
26 (702) 794-4411
27 Attorney for Defendant TAHICAN, LLC

27 ²⁷ Opposition p 11.

28 ²⁸ See Supra, § I, § II, § III.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8th day of February, 2022, I served a copy of the foregoing TAHICAN, LLC’S MOTION TO EXPUNGE LIS PENDENS PURSUANT TO NRS 14.015 in the following manner upon the parties so indicated therein as having received service:

☒ NEFCR System upon the following Parties in accordance with NEFCR 9 and 13:

JARED JENNINGS, ESQ. Nevada Bar No. 007762 JENNINGS & FULTON 2580 Sorrel Street Las Vegas, Nevada 89146 Attorneys for Plaintiff/Counterdefendant	Jean Francois Rigollet 2003 Smoketree Village Henderson, Nevada 89012 Defendant Pro Se
---	---

☐ First-Class United States mail, postage fully prepaid upon the following Parties who are not registered users in accordance with NEFCR 9(d) a sealed envelope, postage prepaid to the following counsel and/or parties to this matter:

☐ Personal Service upon the following users or their Counsel:

/s/ Elizabeth Arthur
An employee of CORY READE DOWS AND SHAFER

EXHIBIT “J”

EXHIBIT “J”

3

Inst #: 20170405-0002428

Fees: \$19.00

N/C Fee: \$0.00

04/05/2017 03:17:20 PM

Receipt #: 3050704

Requestor:

JENNINGS & FULTON LTD

Recorded By: GDE Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only,
and avoid printing inside 1" margins of document)

APN# 178-20-311-033

(If High Assessor's Parcel Number may be obtained at:
<http://ndrock.co.clark.nv.us/assrtrealprop/war.htm>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

NOTICE OF PENDENCY OF ACTION AND LIS PENDENS

Document Title on cover page must appear **EXACTLY** as the first page of the document
to be recorded.

RECORDING REQUESTED BY:

Jared R. Jennings, Esq.

RETURN TO: Name Jennings & Fulton, Ltd

Address 6465 West Sahara Ave., Suite 103

City/State/Zip Las Vegas, NV 89146

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name _____

Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.313 Section 1-2

An additional recording fee of \$1.00 will apply

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NOLF
JENNINGS & FULTON, LTD.
JARED B. JENNINGS, Esq.
Nevada Bar No. 7762
Email: jennings@jfnlaw.com
ADAM R. FULTON, Esq.
Nevada Bar No. 11572
Email: afulton@jfnlaw.com
6465 West Sahara Avenue, Suite 103
Las Vegas, Nevada 89146
Telephone (702) 979-3565
Facsimile (702) 362-2060
Attorneys for Plaintiff: Max Joly

Electronically Filed
04/04/2017 05:07:43 PM


CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

MAX JOLY, an individual

Plaintiff

vs.

JEAN FRANCOIS RIGOLLET, an
individual; LE MACARON LLC, a Nevada
Limited Liability Company; BYDOO LLC,
a Nevada Limited Liability Company;
DOES 1-10; and KUE CORPORATION 1-
10.

Defendants.

Case No. A-16-734832-C

Dept. No. XXV

NOTICE OF PENDENCY OF
ACTION AND LIS PENDENS

NOTICE OF PENDENCY OF ACTION AND LIS PENDENS

NOTICE IS HEREBY GIVEN TO ANY AND ALL PERSONS AFFECTED HEREBY that a complaint has been filed in the above-entitled matter by the foregoing Plaintiff Max Joly, ss against certain Defendants, including JEAN FRANCOIS RIGOLLET, an individual, LE MACARON LLC, a Nevada Limited Liability Company, and BYDOO LLC, a Nevada Limited Liability Company, raising claims as to: in and to the following property and that said Complaint hereby creates a constructive trust thereon and that said Plaintiff does hereby provide Notice pursuant to Chapter 12 of the Nevada Revised Statutes to any and all persons claiming any interest in the Subject Real Property of this pending action located in Clark County, Nevada.



JENNINGS & FULTON, LTD.
645 West Sahara Avenue, Suite 103
Las Vegas, NV 89146
(702) 362-2050

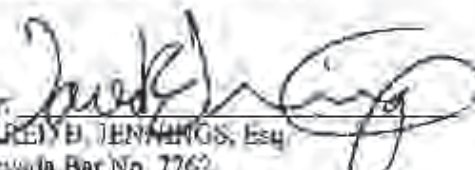
commonly known as 2000 SMOKETREE VILLAGE CIR., HENDERSON, NV 89012, also described as APN# 178-20-211-003 and recorded in the Official Records of the Clark County, Nevada, Office the Recorder as follows:

LOT TEN (10) IN BLOCK FOUR (4) OF PARCEL 31 (A PORTION OF GREEN VALLEY RANCH - PHASE 2), AS SHOWN BY MAP THEREOF ON FILE IN BLOCK 63 OF PLATS, PAGE 11, AND BY CERTIFICATE OF AMENDMENT RECORDED OCTOBER 11, 1995 IN BOOK 951017 AS DOCUMENT NO 01317, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (hereinafter "Subject Property").

Pursuant to DRS 14.010 notice is hereby provided that Plaintiff is seeking to assert his rights to legal and equitable title in and to the Subject Property and to establish and declare Plaintiff's rights to the Subject Property, as well as additional claims of general and specific damages as alleged, attorney's fees and litigation costs, as well as any other form of relief which the Court may deem to be appropriate due to one or more of Defendant's acts, errors, conspiracies, and/or omissions, including the fact that said property is an asset of Judgment Debtor as indebted to Claimant.

Dated: This 4th day of April, 2017

JENNINGS & FULTON, LTD.

By: 
JEFFREY JENNINGS, Esq.
Nevada Bar No. 7762

Email: jjennings@jfvlaw.com
ADAM B. FULTON, Esq.
Nevada Bar No. 11572
Email: afulton@jfvlaw.com
5465 West Sahara Avenue, Suite 103
Las Vegas, Nevada 89146
Telephone: (702) 979-3665
Facsimile: (702) 362-2050
Attorneys for Plaintiff: *Max Toiv*



EXHIBIT “K”

EXHIBIT “K”

LLC Membership Purchase Agreement

This Purchase Agreement is entered into on September 29th 2015, between Max JOLY, a married man (the "Seller"), and BYDOO LLC, a Nevada LLC (the "Buyer").

RECITALS

- A. Seller is a member in LE MACARON LLC, a Nevada limited liability company (the "Company");
- B. The business and affairs of the Company are governed by an Operating Agreement dated July 9th 2014 made between the members of the Company (the "Operating Agreement");
- C. Seller owns a 50% membership interest in the Company (the "Membership Interest");
- D. Seller desires to sell and Buyer desires to purchase the Membership Interest in accordance with the terms of this Agreement. In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as follows:

1. **Purchase and Sale of Membership Interest.** Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration thereof, Buyer agrees to pay to Seller \$360,000.00 (three hundred and sixty thousand dollars) as the shares price and balance of his owner account (balance of \$437,980 as of September 29th 2015). Payment is schedule as follow: \$100,000.00 (one hundred thousand dollars) to be wire to seller no later than October 31st 2015, \$50,000.00 (fifty thousand dollars) to be wire to seller no later than November 15th 2015, \$70,000.00 (seventy thousand dollars) to be wire to seller no later than February 28th 2016 and the balance of \$140,000.00 (one hundred and forty thousand dollars) no later than June 30th 2016. This depreciation is due and agrees by all parties because of the high deficit of the company at the time of transaction.
2. **The closing of the transactions contemplated by this Agreement (the "Closing")** shall take place at the offices of LE MACARON LLC, at 2003 Smoketree Village Cr, Henderson, Nevada on September 29th 2015.
3. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing that:
 - a) Seller has full power and authority to execute and deliver this Agreement and to perform Seller's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration.
 - b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or by which Seller is bound.
 - c) Seller holds of record, and owns beneficially, the Membership Interest, free and clear of any restrictions on transfer (other than any restrictions under the Operating Agreement or applicable law), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, or demands.
4. **Representation and Warranties of Buyer.** Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing that:
 - a) Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration.
 - b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which Buyer is bound.
5. **Investment Intent of Buyer.** Buyer acknowledges that the Membership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance upon federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for Buyer's own account for investment purposes only, and not with a view to further sale or distribution. Buyer is a sophisticated investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Membership Interest as Buyer requires or desires in order to evaluate the merits and risks inherent in owning the Membership Interest. Buyer is able to bear the economic risk and lack of liquidity inherent in owning the Membership Interest.
6. **Closing Covenants and Conditions.** Each of the Parties will use their reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Seller will use Seller's reasonable best efforts to obtain the consents of the other members of the Company to the sale of the Membership Interest contemplated by this Agreement in the time and manner required by the Operating Agreement and applicable law. Seller will use Seller's reasonable best efforts to cause the Company to permit Buyer to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations to the Company, to all premises, properties, personnel, books, records, and contracts of and pertaining to the Company. Buyer will treat and hold such information in strict confidence and will not use any of this information except in connection with this Agreement, and, if this Agreement is terminated for whatever reason, Buyer will return to the Company all such information and any and all copies.
7. **The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:**
 - a) The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing;
 - b) Seller has performed and complied with all of Seller's covenants made in this Agreement in all material respects at the Closing;
 - c) There shall not be any injunction, judgment, order, decree, ruling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement; and "As-Is" Sale. Except for the warranties given by Seller in Paragraph 3 of this Agreement, Seller has not made and is not giving Buyer any representation or warranty of any kind whatsoever with respect to the Membership Interest, the Company, or any of the business and properties of the Company, and Buyer assumes any and all of the risks associated therewith.
8. **Limited Indemnity by Seller.** Seller shall indemnify, hold harmless, and defend Buyer from and against any and all liability arising at any time Seller owned the Membership Interest, for Seller's default in Seller's promise to make a contribution to the Company, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or applicable law.
9. **Terms of Operating Agreement.** From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.
10. **Covenant Not to Compete; Promise of Confidentiality.** Until December 31st 2019, Seller shall not, directly or indirectly, compete with the Company in any respect, engage in any business or enterprise offering any products or services identical to, similar to, or competitive with any products or services that have been, or may hereafter be offered by the Company; or contact, solicit, or attempt to contact or solicit for any purpose, any past, present, or future customer, employee, or supplier of the Company. Further, at all times Seller shall not use or disclose any intellectual property, trade secrets or information, knowledge, or data relating in any way to the past, present, or future business affairs, conditions, customers, efforts, employees, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form. Seller expressly agrees and acknowledges that a loss arising from a breach of any provision under this Paragraph may not be reasonably and equitably compensated by money damages. Therefore, Seller agrees that in the case of any such breach, Company shall be entitled to injunctive and other equitable relief to prevent Seller from engaging in any prohibited activity, which relief shall be cumulative in addition to any and all other additional remedies that Company may be entitled to at law or in equity. If any court of competent jurisdiction shall determine that any part or all of any provision of this Paragraph is unenforceable or invalid due to the scope of the activities restrained or the geographical extent of the restraints, or otherwise, the parties expressly intend, agree, and stipulate that under such circumstances, the provisions of this Paragraph shall be enforceable to the fullest extent and scope permitted by law. The parties also agree to be bound by any judicial modifications to these provisions that any court of competent jurisdiction may make to carry out the intent and purpose of this

Paragraph. This article is limited to the State of Nevada.

11. Non-assign ability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party.
12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of NEVADA.
13. Entire Agreement. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties. The parties have executed this Agreement on the date listed on the first page.

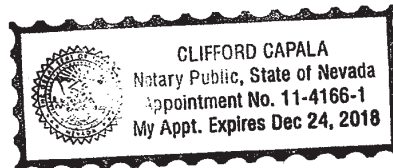
Max JOLY

BYDOO LLC
Jean-François, Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of SEPT. 29, 2015 personally appeared before me, a Notary Public,
personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above
instrument who acknowledged that he/she/they executed this instrument for the purposes therein
contained.

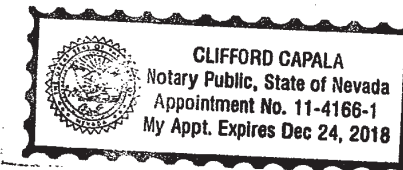
Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of SEPT 29, 2015 personally appeared before me, a Notary Public,
personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above
instrument who acknowledged that he/she/they executed this instrument for the purposes therein
contained.

Notary Public

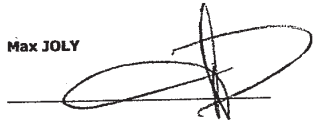


ASSIGNMENT OF MEMBERSHIP INTERESTS

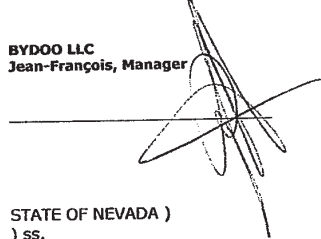
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Max JOLY, a married man (hereinafter referred to as "Assignor"), hereby assigns, setover and transfers to BYDOO LLC, a NEVADA limited liability company (hereinafter referred to as "Assignee"), effective as of the date hereof, all of Assignor's membership interests in LE MACARON LLC and its series, a NEVADA limited liability company (the "LLC"), being a fifty percent (50%) membership interest, leaving Assignor without an interest in said LLC, and Assignee hereby accepts such assignment, as provided under the LLC Membership Purchase Agreement dated September 29th 2015 between Assignor and Assignee (the "Agreement").

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and Assignor does for itself, and its successors and assigns, covenant and agree with Assignee to specifically warrant and defend title to the said membership interests assigned hereby unto the Assignee, its successor and assigns, against any and all claims thereto by whomsoever made by or through the Assignor; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good, its transfer is rightful; that no consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the membership interests referenced herein; and that the membership interests are, have been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that there are no attachments, executions or other writs of process issued against the membership interests conveyed hereunder; that it has not filed any petition in bankruptcy nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated a bankrupt; and Assignor does, for itself, and its successors, and assigns, warrant that it will execute any such further assurances of the foregoing warranties and representations as may be requisite.

Max JOLY



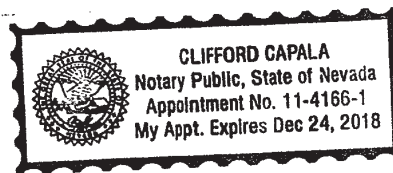
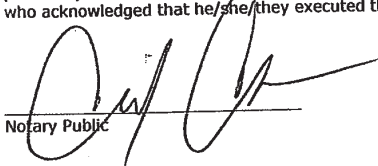
BYDOO LLC
Jean-François, Manager



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public

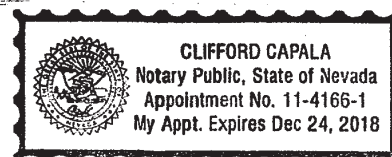
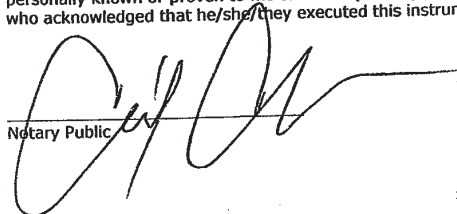


EXHIBIT “L”

EXHIBIT “L”

Wells Fargo Combined Statement of Accounts

Primary account number: [REDACTED] 1109 ■ May 1, 2012 - May 31, 2012 ■ Page 1 of 6



BYDOO, LLC
3503 SMOKE TREE VILLAGE CIR
HENDERSON NV 89014-2016S

Questions?

Available 24 hours: 24 hours a day, 7 days a week

Toll-free: 1-800-368-2273 (toll-free service card required)

1-800-CALL WELLS (1-800-368-2273)

1-800-368-2273 (toll-free)

1-800-368-2273 (toll-free)

Online: wells.fargo.com/biz

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Account options

A great way to do business is to have a Wells Fargo business checking account. Wells Fargo offers a variety of business checking accounts to meet your needs. Visit wellsfargo.com/biz or call 1-800-368-2273 to learn more.

Business Checking

Online Banking

Online Statements

Business R/R 1/3

Business Statement Report

Customer Support



Summary of accounts

Checking/Prepaid and Savings

Account	Page	Account number	Ending balance as of statement	Ending balance as of statement
Advantage Business Checking (Checking) (Checking) (Checking)	1	[REDACTED] 1100	[REDACTED]	[REDACTED]
Advantage Business Checking (Checking) (Checking) (Checking)	2	[REDACTED] 1100	[REDACTED]	[REDACTED]
Total deposit accounts			[REDACTED]	[REDACTED]

DEFENDANT N° 01804

Activity summary

Account number: [REDACTED] **1109**
BYDOO LLC
Nevada account terms and conditions apply
 For Direct Deposit use
 Routing Number (RTN): 321270742
 For Wire Transfers use
 Routing Number (RTN): 121000248

Your account is linked to the following for Overdraft Protection:

- Savings - [REDACTED] 4899

[illegible]

EXHIBIT “M”

EXHIBIT “M”

Wells Fargo Combined Statement of Accounts

Primary account number: [REDACTED] 1109 ■ June 1, 2015 - June 30, 2015 ■ Page 1 of 6



BYDOO LLC
2003 SMOKETREE VILLAGE CIR
HENDERSON NV 89012-2165

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (825)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

The plans you establish today will shape your business far into the future. The heart of the planning process is your business plan. Take the time now to build a strong foundation. Find out more at wellsfargoworks.com/business-plan-center.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>
Business Bill Pay	<input checked="" type="checkbox"/>
Business Spending Report	<input checked="" type="checkbox"/>
Overdraft Protection	<input checked="" type="checkbox"/>

Summary of accounts

Checking/Prepaid and Savings

Account	Page	Account number	Ending balance last statement	Ending balance this statement
Advantage Business Package Checking	2	[REDACTED] 1109	[REDACTED]	[REDACTED]
Business Market Rate Savings	4	[REDACTED] 4899	[REDACTED]	[REDACTED]
Total deposit accounts			[REDACTED]	[REDACTED]

DEFENDANT N° 01806

Activity summary

Account number: [REDACTED] 1109

BYDOO LLC

Nevada account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): [REDACTED] 0742

For Wire Transfers use

Routing Number (RTN): [REDACTED] 0248

Your account is linked to the following for Overdraft Protection:

- Savings - [REDACTED] 4899

[illegible]

EXHIBIT “N”

EXHIBIT “N”

Las Vegas housing market kicks off 2022 with new price record



A new housing development, left, existing houses and the Strip as seen from Far Hills Avenue on Monday, Feb. 7, 2022, in Las Vegas. (Bizuayehu Tesfaye/Las Vegas Review-Journal) @bizutesfaye



By **Eli Segall** Las Vegas Review-Journal

February 8, 2022 - 5:00 am



Don't miss the big stories. Like us on Facebook.

Like 289K

Updated February 8, 2022 - 9:16 am

Southern Nevada's fast-rising house prices set another all-time high in January, as last year's hot streak carried over to the new year.

The median sales price of previously owned single-family homes — the bulk of the market — was \$435,000 last month, up 2.4 percent from the previous record, set in December, and 26.1 percent from January of 2021, according to a new report from trade association Las Vegas Realtors.

Prices last month were up \$10,000 from December and \$90,000 from a year earlier.

Meanwhile, sales and inventory both fell as prices marched higher.

A total of 2,561 houses traded hands last month, down 19.4 percent from December and 2.9 percent from January 2021, while just 1,821 single-family homes were on the market without offers at the end of January, down 19.1 percent from the month before and 21.3 percent year-over-year, according to LVR.

The association reports data from its resale-heavy listing service.

All told, according to the report and some local real estate pros, Southern Nevada started 2022 riding a prolonged, cheap-money-fueled streak of rapid sales and escalating prices that has left sellers firmly in control of the housing market.

Plus, in another sign of how far the market has come since it crashed after the mid-2000s bubble, last month's median sales price was up more than threefold from a decade ago, when

Las Vegas house prices bottomed out at \$118,000 in January 2012, according to association figures.

'Very strong seller's market'

Brandon Roberts, president of LVR, told the Review-Journal that buyers "have to be super patient" and willing to endure multiple offers on properties to find the right home.

"It's a seller's market, for sure," said Roberts, a broker with Signature Real Estate Group.

Randy Hatada, owner of Xpand Realty & Property Management, said he's not seeing the same volume of offers that he did in the past year or so, but sellers are still fielding offers above their asking price.

Las Vegas' low supply of available listings forces people to play a bidding game or to come in "very aggressively" to land a house, he said, noting properties are "still going quickly."

"It's still a very strong seller's market," Hatada said.

The housing market typically sees less activity during the holidays, though when the calendar turned to January, "it was like the rocketship took off again," Urban Nest Realty agent Christina Chipman said.

Buyers and sellers didn't feel as much pressure during the last few months of 2021, she indicated, but now, people are getting "a little bit more frantic about it."

Chipman said she recently listed a house for \$850,000 and fielded three offers within two or three days.

In the past, she said, it would take a month or two for a home to sell at that price.

She also listed a home for \$325,000 on Saturday and received more than 10 offers by Monday morning, with prospective buyers waving appraisals and contingencies.

"That's normal and typical in this market," she said.

Unexpected housing boom

Despite high unemployment sparked by the coronavirus outbreak, Las Vegas' housing market accelerated last year as rock-bottom mortgage rates let buyers stretch their budgets.

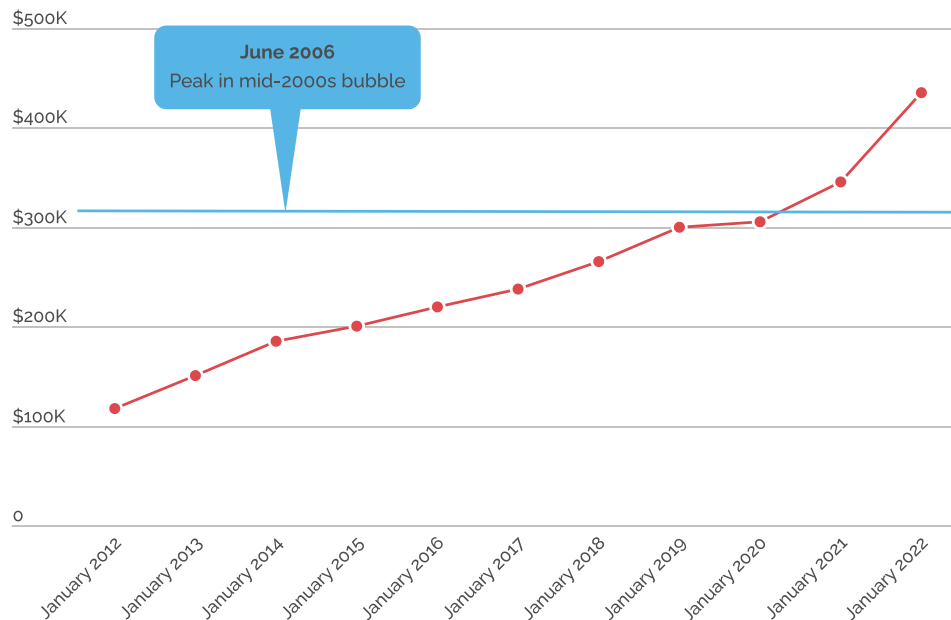
The frenzy looked largely the same in other U.S. cities — tight inventory, multiple offers and sellers in control as people tried to buy a place amid low borrowing costs.

On the resale side, buyers showered Las Vegas-area homes with offers and routinely paid over the asking price, and median sales prices set all-time highs practically every month.

Homebuilders in Southern Nevada also put buyers on waiting lists, regularly raised prices and in some cases drew names to determine who gets to purchase a place.

Onward and upward

Southern Nevada's rising home prices are well above the peak reached during the mid-2000s bubble.



Source: Las Vegas Realtors

Note: Data is for previously owned single-family homes

Las Vegas Review-Journal

Overall, a record 50,010 residential properties, including houses, condos and townhomes, were sold last year, up 21.5 percent from 2020, Las Vegas Realtors reported.

Last year's total topped the previous all-time high, set in 2011, by nearly 2,000 sales, according to the association.

Job losses sparked by the pandemic were heavily concentrated in service sectors. While white-collar — and likely higher-earning — workers often kept their jobs and started working from home, and with mortgage rates at historic lows, many people tapped cheap money to buy a new place, helping fuel America's unexpected housing boom.

Southern Nevada has seen more buyers than usual from California and other higher-priced markets during the pandemic, as people sought more space amid widespread work-from-home arrangements.

According to Hatada, California buyers are still snapping up houses in Las Vegas.

"We're still seeing it," he said.

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EXHIBIT “18”

EXHIBIT “18”

IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

MAX JOLY,
Plaintiff,
vs.
JEAN RIGOLLET, et al.,
Defendants.

)
)
)
) CASE NO.
)
) A-16-734832-C
)
) DEPT. NO. 25

REPORTER'S TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE KATHLEEN E. DELANEY
TUESDAY, FEBRUARY 15, 2022

For the Plaintiff:

LOGAN G. WILLSON, ESQ.

CHRISTOPHER R. READE, ESQ.
ROLAND GRAFF, ESQ.

French Interpreter, Theresa Tordjman

REPORTED BY: DANA J. TAVAGLIONE, RPR, CCR No. 841

1 LAS VEGAS, NEVADA, TUESDAY, FEBRUARY 15, 2022

2 * * * * *

3
4 THE COURT: Coming over now -- thank you
5 for your patience -- to pages 4 and 5. This is our
6 10:30 a.m. civil matter in the matter of Max Joly
7 vs. Jean Rigollet.

8 why don't we go ahead, please, and have the
9 appearances of counsel, and I know our interpreter
10 is going to assist us here today, and we'll do our
11 very best; and everybody remember, after this, not
12 to make long speeches.

13 Counsel for Mr. Joly.

14 MR. WILLSON: Good morning, Your Honor.
15 Logan Willson, Bar No. 14967, on behalf of
16 Max Joly and Patricia Joly.

17 MR. READE: Good morning, Your Honor.
18 Christopher Reade, 6791; and Roland Graff, 15050, on
19 behalf of Tahican, Bydoo, and Le Macaron.

20 THE COURT: All right. Thank you.

21 And we are going to proceed today on a
22 number of matters. I'm going to try to cut to the
23 chase on a couple of things because I think that
24 will be more time sensitive.

25 THE INTERPRETER: I'm sorry. I don't know

1 how you would like me to translate.

2 Do you want me to stop, wait for you to
3 finish the phrase and then translate it for him?

4 THE COURT: Yes, please, Madam Interpreter.
5 There's no way to do simultaneous interpretation in
6 these circumstances.

7 THE INTERPRETER: That's fine with me.

8 THE COURT: I will do my very best to keep
9 things short, but I need you to let me finish.

10 THE INTERPRETER: Okay.

11 THE COURT: So I'm going to do my best to
12 give some quick resolutions of some of the matters.
13 I will then give an opportunity to respond, and then
14 for anything that needs further argument for my
15 decision, we will proceed with those.

16 The first matter this morning that I will
17 decide without argument is Mr. Rigollet's Motion to
18 have Admissions Deemed Admitted. This motion is
19 denied, and Mr. Willson is directed to prepare the
20 order.

21 THE INTERPRETER: Can you repeat,
22 Your Honor. The motion is denied.

23 THE COURT: This motion is denied, and
24 Mr. Willson, the counsel for the Jolys, is directed
25 to prepare the order. The motion is denied because

1 admissions were responded to only one day late.

2 This is not a strict compliance rule.

3 THE INTERPRETER: Oh, I'm getting nervous,
4 I guess.

5 THE COURT: I can say it differently, if
6 that helps.

7 This is not a rule that because you miss it
8 by one day means you lose your rights. This is a
9 rule that allows the Court, in the appropriate
10 circumstances, to have admissions to advance a case.
11 It's not a --

12 I don't know how to say this, Madam
13 Interpreter --

14 It's not a gotcha rule where if you make a
15 mistake, you lose, and I'm persuaded by the
16 plaintiff's opposition that the motion should be
17 denied today.

18 Next up is Mr. Rigollet's motion for
19 reconsideration, and what he's seeking to have
20 reconsidered is the Court's prior order which
21 granted in part and denied in part plaintiff's
22 summary judgment motion. And this is a little
23 trickier because of what I just ruled on regarding
24 admissions, and I think we need some brief argument
25 here to make a final determination on how this

1 should play out.

2 I'm going to start with Mr. Rigollet.

3 Please proceed, Mr. Rigollet.

4 MR. RIGOLLET: I have given a lot of
5 documents. I gave a lot of documents proving that I
6 responded all the delays. I am asking one thing. I
7 want my record to be examined. I made an objection
8 on my delay, on my rights, and I am asking my
9 decision to be taken according to the law. That's
10 all.

11 THE COURT: Mr. Willson, would you like to
12 respond? Please allow for the interpreter to
13 translate, and speak briefly.

14 THE INTERPRETER: Yes, please.

15 THE COURT: Well, I need you to translate
16 that first part, Madam Interpreter.

17 THE INTERPRETER: I'm sorry.

18 MR. WILLSON: Thank you, Your Honor. This
19 is Logan Willson on behalf of the Jolys. Your Honor,
20 the Court addressed Mr. Rigollet's prior motion as
21 the Joly request for admission deemed admitted --

22 THE COURT: Mr. Willson, can I ask a favor
23 before you speak further: I could barely understand
24 you. So I don't know how Madam Interpreter did it.
25 You need to either up your volume or get closer to

1 your microphone or speak much more loudly and much
2 more deliberately, but I could barely make out what
3 you're saying.

4 MR. WILLSON: Thank you, Your Honor. The
5 issue here is Mr. Rigollet hasn't provided the Court
6 any basis for reconsideration.

7 THE INTERPRETER: Excuse me. Can you
8 repeat, please. I didn't hear you well.

9 MR. WILLSON: He has not provided any basis
10 for reconsideration. We have no new evidence, no
11 new legal issues, and the Court's decision was not
12 clearly erroneous. Parties appeared for several
13 hearings, submitted supplemental briefing on this
14 issue, and the Court got it correct the first time.

15 That's all, Your Honor.

16 THE COURT: Anything final, Mr. Rigollet,
17 on this motion?

18 MR. RIGOLLET: If the motion, the last
19 motion, was accepted, then I don't understand what
20 my motion wasn't accepted, was refused. If he
21 deposited late, why not me? And I didn't give late.
22 I gave you -- I gave 30 days earlier. That's all.

23 THE COURT: So, Mr. Rigollet, respectfully,
24 there is absolutely no resemblance between your
25 motion and theirs. They were one day late because

1 of a clerical error. You were well past your
2 deadline in terms of --

3 Hold on. Sorry. This is a little longer,
4 Madam Interpreter. Just give me a half a second,
5 okay?

6 You were well past your deadline and any
7 extensions granted by counsel before you ever
8 actually responded properly.

9 MR. RIGOLLET: I have done an objection in
10 30 days.

11 THE COURT: I'm about to get to that. If
12 everybody will let the Court speak, that would be
13 nice.

14 MR. RIGOLLET: Okay.

15 THE COURT: I wasn't sure I had said I was
16 finished. I wasn't. Yes, you did respond with an
17 objection within the 30 days, but as we have already
18 ruled, that was not a sufficient or appropriate
19 response. I appreciate that you are not an
20 attorney, Mr. Rigollet, but what I don't appreciate
21 from anyone are, frankly, ridiculous arguments.

22 The only issue on your motion for
23 reconsideration is whether it should be granted on
24 its own merits, not "You did this over here so now
25 you have to do that over here." That's not how it

1 works. If the Court is going to reconsider its
2 prior decision in your matter, it can only do that
3 if there is substantially different evidence or the
4 decision was clearly erroneous. I do not find that
5 there is any substantially different evidence.

6 The only issue is was my prior decision
7 clearly erroneous. While I have great empathy or
8 sympathy -- or whatever the appropriate word is,
9 Madam Interpreter -- for what seems to be
10 inconsistency, that's not how the Court can rule.
11 The Court can only rule under the law.

12 What appears to be being made here is a
13 fairness argument, but I do not see anything in the
14 record that would tell me that my decision previously
15 was clearly in error. Depending on whatever the
16 ultimate outcome of this case is, the appropriate
17 challenge to my rulings in this regard would be with
18 the appellate court.

19 THE INTERPRETER: What court you said,
20 Your Honor?

21 THE COURT: "Appellate." The appeals
22 court. And so the Court denies Mr. Rigollet's
23 motion for reconsideration at this time.

24 Mr. Willson, you are also to prepare this
25 order separately from the other order inclusive of

1 information necessary to complete the order from the
2 briefs. And if I can just say one more thing. This
3 does not need to be in the order.

4 But it's directed to Mr. Rigollet: At some
5 point, this case just needs to run its course; and,
6 again, whatever the ultimate outcome is, if you
7 believe you are harmed by it or it is wrong in any
8 way, then you will have appeal rights, appellate
9 rights. It is simply not proper to try to keep
10 going back and undoing things that have already been
11 done in the court.

12 It is a very limited circumstance in which
13 the Court will go back and reconsider and undo
14 itself, and the basis -- I'm sorry.

15 THE INTERPRETER: Go ahead. I'm sorry.

16 THE COURT: And there is no justification
17 in this case, at this time, for me to do that.

18 The next matter that is for consideration
19 is the entity defendant's motion to reconsider.
20 This is a separate issue also because of the basis
21 upon which the entities are seeking reconsideration.
22 It will be dealt with on its own merits, and it will
23 be dealt with using the same standard.

24 Mr. Reade or Mr. Graff, whoever is making
25 argument for the entity defendants, please proceed

1 and please allow the interpreter, of course, to have
2 the opportunity to interpret.

3 MR. GRAFF: Thank you, Your Honor. This is
4 Roland Graff.

5 THE COURT: You have to let her interpret
6 that first. You have to let her interpret that
7 first. So we're off to a very bad start.

8 Now, Counsel.

9 MR. GRAFF: Sorry. Roland Graff, 15050.

10 THE COURT: That's his Bar number, for the
11 record.

12 MR. GRAFF: Your Honor, we brought
13 reconsideration on two issues: The first issue was
14 that the request for admissions were never served on
15 the company defendants.

16 THE INTERPRETER: I'm sorry. Can you
17 repeat the last sentence.

18 MR. GRAFF: The admissions were not served
19 on the company defendants. Joly admits in his
20 opposition that the notice, the electronic notice of
21 service did not include the company defendants. The
22 notices of service were attached as Exhibits 11, 12,
23 and 13 to the opposition.

24 The Nevada electronic filing and conversion
25 rules, Rule 9, requires that additional service be

1 made on anyone who is not receiving electronic
2 service. As was shown in our brief that Joly would
3 sometimes mail service on the company defendants, so
4 he knew how to comply with Rule 9, however, with the
5 request for admissions, he did not.

6 Our second reason for reconsideration was
7 that the court order contradicted its prior order.
8 On the defendant's prior Motion for Summary
9 Judgment, the Court ruled there were genuine issues
10 of material fact on which Operating Agreement of
11 Le Macaron was in effect and whether Mr. Joly, what
12 shares were transferred. Because these two issues
13 contradict the Court's order and the Court stated it
14 was not reconsidering the prior order because these
15 are material issues of fact, the Court's
16 December 28, 2020, order should be set aside.

17 Your Honor, unless you have questions for
18 me, that is everything for now.

19 THE COURT: I do not have any questions.
20 Thank you for your being concise.

21 I do want to see if Mr. Willson has
22 anything to add beyond the standard argument.

23 THE INTERPRETER: I'm sorry. I didn't hear
24 the name.

25 THE COURT: Mr. Willson.

1 MR. WILLSON: I do, Your Honor, and I'll
2 keep it brief as well.

3 Your Honor, the entity defendants have also
4 failed to identify any different evidence or any
5 different legal issues, and the Court's decision was
6 not clearly erroneous.

7 THE COURT: That's the standard,
8 Mr. Willson. Do you have anything else? Sorry I
9 stepped on the interpreter, but I just am trying to
10 get to the heart of the argument.

11 MR. WILLSON: Your Honor, the
12 administrative orders require that any defendant is
13 to register for e-service.

14 THE INTERPRETER: To register for?

15 THE COURT: E-service.

16 THE INTERPRETER: E-service.

17 THE COURT: "E" meaning electronic service.

18 THE INTERPRETER: Okay. Got it. I'm
19 sorry.

20 THE COURT: That's okay.

21 THE INTERPRETER: Can you repeat the
22 question, please, or the phrase.

23 MR. WILLSON: Yeah. Administrative Order
24 20-17 requires all parties to register for
25 electronic service. Mr. Rigollet was the point of

1 contact identified by prior counsel for all
2 defendants and counterclaimants. He did register
3 for e-service and appeared several times
4 individually and on behalf of the entity defendants.

5 The defective issue of whether the Court's
6 recent order contradicts his prior order is
7 incorrect. Basically because the Court denied
8 defendant's prior Motion for Summary Judgment years
9 ago doesn't mean this Court can't grant plaintiff's
10 motion in December.

11 THE COURT: May I ask a follow-up question
12 regarding that?

13 MR. WILLSON: Yes, Your Honor.

14 THE COURT: Rather than just say generally
15 that this doesn't contradict and we can have both
16 orders, can you speak to what they've actually
17 argued? And I'm going to say what that is now. And
18 basically what they say is that the Court ruled that
19 a material fact as to ownership interest of
20 Le Macaron and any transfer of Mr. Joly's ownership
21 in interest of Le Macaron is an issue and that it
22 would conflict with the prior ruling where the Court
23 said it wasn't considering that.

24 Can you speak to that specifically.

25 MR. WILLSON: The issue at hand regarding

1 defendant's prior motion was conflicting operating
2 agreements; and that was the basis for the Court's
3 denial, if I recall, of those prior motions for
4 summary judgment. I believe there was two.

5 THE INTERPRETER: Can you repeat. It's too
6 fast. I'm sorry.

7 MR. WILLSON: My apologies. Where did you
8 leave off?

9 THE COURT: Just say it again, Mr. Willson.

10 MR. WILLSON: The issue at hand in the
11 prior motions was --

12 THE INTERPRETER: Go ahead.

13 MR. WILLSON: That was prior to any
14 discovery being conducted, any depositions being
15 taken and the years of motion practice since. The
16 Court's prior ruling in December was regarding
17 requests for admissions relating to the Operating
18 Agreement of Le Macaron. The difference being one
19 argument was made prior to discovery being
20 conducted, and one argument was made after the
21 completion of discovery. And that's all, Your Honor.

22 If the Court has any other questions, I can
23 address it.

24 THE COURT: I do not. Have you completed
25 your argument?

1 MR. WILLSON: Yes, Your Honor. Thank you.

2 THE COURT: Anything final from you,
3 Mr. Graff?

4 MR. GRAFF: Thank you, Your Honor. First
5 of all, under Rule -- sorry about that. First of
6 all, under Rule 3 of the Nevada electronic filing
7 and conversion rules, it states that local rule
8 cannot contradict with the Supreme Court rule.
9 Under the Administrative Rule, the Court stated
10 that -- the court order stated that all lawyers and
11 parties were required to register for electronic
12 service. The Administrative Order does not state
13 what happens if they don't.

14 Under Rule 9 of the NEFR, required personal
15 service, required traditional service on
16 unregistered defendants. Since Rule 9 supersedes
17 the Administrative Order, if there was an actual
18 conflict, the admissions were never served.

19 As for the second issue, the Court stated
20 that any transfer of plaintiff, Max Joly's interest
21 in Le Macaron was a genuine issue of material fact.
22 The Purchase Agreement related to the transfer of
23 Joly's ownership interest in Le Macaron.

24 THE INTERPRETER: I'm sorry. Can you
25 repeat again.

1 MR. GRAFF: The Purchase Agreement was
2 related to the transfer of Mr. Joly's interest in
3 Le Macaron. As these orders contradict, this should
4 be set aside. I have nothing further unless the
5 Court has a question.

6 THE COURT: I do not. Thank you.

7 Mr. Willson, I'm also directing you to
8 prepare this order. I am also denying the entity
9 defendant's motion for reconsideration. I do not
10 believe this is an issue of one rule superseding
11 another.

12 what this really all boils down to is
13 Mr. Rigollet and his role with the entity defendants
14 in the litigation. And on one hand, the Court is
15 being asked to have Mr. Rigollet's prior
16 representation be what it was at the time; and on
17 the other hand, the Court is being asked to sort of
18 forgive Mr. Rigollet's lack of knowledge. In the
19 end, under the standard, the motion still fails.
20 There are, from the Court's perspective, no
21 substantially different evidence.

22 Perhaps even more so than the other motion
23 for reconsideration, this is an issue of whether the
24 Court's prior decision was clearly erroneous or
25 clearly in error. The Court does not find the

1 entity defendants have met its burden to show that.
2 The record appears clear that the entity defendants
3 did receive service; and I am persuaded that the
4 argument that Mr. Rigollet just, you know, didn't
5 know what he was doing necessarily carries the day.

6 This appears to be a case of hindsight
7 being 20/20, or this appears to be a case of asking
8 us to go rewrite something based on trying to view
9 it with the benefit of additional information. But
10 in the end, the Court does not find that the
11 decision was in error.

12 The last matter on the calendar then today
13 is the matter by --

14 MR. GRAFF: Your Honor, before we move on,
15 can I ask just one question?

16 THE COURT: Who is that?

17 MR. GRAFF: Mr. Graff. Sorry.

18 THE COURT: Go ahead, Mr. Graff.

19 MR. GRAFF: I just wanted to verify, did
20 you say they received notice or service -- they
21 received notice of the documents and they were
22 actually served according to the rules?

23 THE INTERPRETER: Can you repeat again,
24 please.

25 MR. GRAFF: I just want to clarify. Are

1 you saying that the service was proper under the
2 rules and that they received notice of the
3 admissions, of the request for admissions?

4 THE COURT: I'm not sure I understand what
5 you're asking me, Mr. Graff, but let me try to
6 answer.

7 MR. GRAFF: Let me try this.

8 THE COURT: Hold on, hold on, hold on.

9 Madam Interpreter, please, I beg you, I
10 appreciate it's hard, but you have to let me say
11 more than five or six words before you talk over me.

12 THE INTERPRETER: I'm sorry. I thought you
13 were -- okay. Go ahead.

14 THE COURT: I was still talking when you
15 started translating, and it just can't work in this
16 setting. So let's start again.

17 And let me finish, Mr. Graff, before you
18 respond. I'm not going to answer your question,
19 Mr. Graff, because of the way you asked it, and I'll
20 explain. I understand that you have argued that the
21 entities had not consented to electronic service
22 and, therefore, they could not be deemed to have
23 been served.

24 At the time that the service occurred,
25 Mr. Rigollet was attempting to represent himself and

1 the entities, and I believe the record is clear that
2 service was had at the time, and the record speaks
3 for itself in what way. The Court's subsequent
4 decision to make a ruling against the entity
5 defendants on that basis -- and let's remember that
6 the Court's decision that's being challenged also
7 ruled in favor of the entity defendants in some
8 ways -- that decision is the one that the Court is
9 finding is not clearly erroneous.

10 This is not a decision on service. This is
11 a decision of whether I should reconsider a Motion
12 for Summary Judgment decision. The outcome of that
13 summary decision, summary judgment decision is, was
14 granted in part and denied in part. The Court was
15 very thorough and thoughtful in going through the
16 admissions and making its final decision on what the
17 impact was on the case. Some claims remain on
18 effectively both sides. To ask the Court to go back
19 and undo that based on the service issue --

20 THE INTERPRETER: I'm sorry. I thought you
21 were done.

22 THE COURT: That's okay. I did stop.

23 To ask the Court to undo that based on a
24 service issue, the Court is not persuaded that that
25 is appropriate to grant at this time. I don't know

1 if that answers your question, but that's the best I
2 can offer.

3 MR. GRAFF: Thank you, Your Honor.

4 THE COURT: Last matter, Tahican's Motion
5 to Expunge Lis Pendens.

6 MR. READE: Thank you, Your Honor.
7 Christopher Reade on behalf of the --

8 THE COURT: Hold on, Mr. Reade. Let her
9 translate, Mr. Reade.

10 MR. READE: I'm sorry.

11 THE COURT: Do you have anything you need
12 to add, Mr. Reade, to what's in the briefs?

13 MR. READE: Your Honor, I am confident that
14 the Court has read everything. The most important
15 point is every single solitary case from the Nevada
16 Supreme Court, the Nevada Court of Appeals, the
17 Ninth Circuit, the United States District Court for
18 the District of Nevada, and the United States
19 Bankruptcy Court for Nevada has held that a
20 lis pendens is not appropriate as a de facto writ of
21 attachment as plaintiff has argued in this case.

22 More specifically, the "Levinson" and
23 "Weddell v. H2O" both are very specific that there
24 must --

25 Go ahead, Madam Interpreter.

1 MR. READE: -- that there must be, and I
2 quote, "some claim of entitlement to the real
3 property." what Plaintiff Joly has argued, which is
4 that they want to tie up this asset for postjudgment
5 collection, has been rejected each and every time
6 because plaintiff does not allege that they have any
7 entitlement to either title or possession of this
8 real property. with that, I will submit the matter
9 unless the Court has questions.

10 THE COURT: I do not have any questions.
11 Thank you. Mr. Willson.

12 MR. WILLSON: Just a few points, Your Honor.
13 The lis pendens was never about securing a judgment.
14 It was about a fraudulent transfer. And so to argue
15 in front of this Court several years ago -- and what
16 they're really seeking is reconsideration of that
17 order -- a claim of entitlement of the property when
18 it's supposed to be the security under the Purchase
19 Agreement --

20 THE INTERPRETER: The claim of
21 entitlement -- I'm sorry. I didn't get the rest.

22 MR. WILLSON: A claim of entitlement is
23 that the property at issue was to be secured under
24 the Purchase Agreement. The Court just upheld its
25 decision on the fraudulent transfer issue and the

1 slander of title issue. This case is six years old,
2 and the trial is in under a month. The lis pendens
3 should remain until the trial is complete.

4 THE COURT: Mr. Willson, just, again,
5 respectfully, I'm not sure that that really
6 addresses the argument. Yes, we have the standard
7 and yes, we've been applying it. When it comes to
8 reconsideration, if that is what's going on here,
9 there's another layer, and that layer is that
10 there's nothing that's the law of the case at this
11 point. The Court can still revisit things if they
12 were done in error.

13 And the issue is, is this not simply a
14 prejudgment writ of attachment at the end of the
15 day? Regardless of what the transfer, security,
16 et cetera, may be, the Court needs to make its best
17 decision on whether this is the appropriate use of a
18 lis pendens. So I am looking at this fresh, not
19 from historical in the case.

20 Go ahead, if you have a response.

21 MR. WILLSON: Your Honor, really, both
22 parties are fighting this "Levinson vs. The Eighth
23 Judicial District Court." That case says that
24 lis pendens can be applied and are designed to avoid
25 the basis for transfers in fraud. That's what

1 happened here, Your Honor. The Jolys have
2 maintained, from day 1, that the Purchase Agreement,
3 when secured by these properties, they were supposed
4 to -- they were supposed to be able to be paid
5 through these properties. He hasn't been able to.
6 we have this one property remaining. All other
7 properties have been transferred.

8 So in closing, the main dissension here is
9 it is not similar to a prejudgment writ attachment
10 or to secure a judgment. It's purely based on a
11 fraudulent transfer unless we present it to the
12 Court now. And that's all, Your Honor.

13 THE COURT: Back to you, Mr. Reade. And
14 I'd like to just have you focus, as well, on the
15 issue if this is a notice occasioned by the
16 fraudulent transfer claim, why should it be released
17 at this time?

18 MR. READE: Absolutely, Your Honor.

19 THE COURT: Let her finish translating,
20 Mr. Reade.

21 MR. READE: Your Honor, Mr. Willson just
22 told this Court why it doesn't apply, and it's three
23 important words: "To be paid." This is a case --

24 THE COURT: Let her translate, Mr. Reade.
25 Mr. Reade, please, it's so late in the day, I have

1 to get this finished. We have to self-police. We
2 have to wait and let the translator translate.

3 MR. READE: While Mr. Willson focuses this
4 Court on "Levinson," he misquotes "Levinson." What
5 he has quoted to this Court is not the Court's
6 holding but the respondent's argument that was
7 rejected by the Court. When this Court looks at the
8 "Weddell" case, which is a Nevada Supreme Court case
9 after "Levinson" which dealt with membership
10 interests in an LLC like we have in this case, the
11 Nevada Supreme Court reiterated that it is
12 fundamental to the filing and recordation of a
13 lis pendens that the plaintiff show a legal interest
14 in the title property.

15 Plaintiff Joly is not alleging and has not
16 proven that he has any legal interest in this
17 property. For that reason, this is not an
18 appropriate case for a lis pendens under Nevada law.
19 With that, I will submit.

20 THE COURT: Thank you. I just need one
21 second. I'm not persuaded by the arguments in the
22 motion and reply about party status. I don't think
23 it's driven by whether Tahican was a party at the
24 time or not. The statute allowing a lis pendens has
25 a purpose; it's a notice purpose, and it can be

1 filed at the time that an action commences to put
2 potential purchasers on notice of an encumbrance.
3 In its purest sense, it's very possible that a
4 lis pendens exists when the owner is not a party.
5 Tahican becoming a party doesn't change that.

6 The only issue, I believe, is what is the
7 purpose of the lis pendens. If it is simply to
8 secure payment, at the end of the day, then it would
9 be improper. If it is, in fact, tied to the
10 fraudulent transfer claim and/or the slander of
11 title claim -- although the latter was addressed in
12 the Motion for Summary Judgment -- but it really
13 comes down to did the Court err in leaving the
14 lis pendens in place, or would the Court be erring
15 to continue leaving it in place, and that turns on
16 whether there's a valid legal basis for the
17 lis pendens to be there.

18 we still have a fraud claim that can tie to
19 this property, and I believe that the lis pendens
20 has appropriate status based on the current claims
21 in the case. In other words, because the outcome of
22 the case could affect the ultimate ownership of the
23 property, a lis pendens is proper to put people on
24 constructive notice.

25 The fact that it could also be used

1 subsequently in some fashion to secure judgment is
2 not necessarily determinative. So I'm not treating
3 this as a motion for reconsider. I'm taking the
4 motion at face value, and in the end, I am persuaded
5 that the lis pendens properly attaches based on
6 current claim or claims in the case. That is not --
7 sorry.

8 THE INTERPRETER: Go ahead.

9 THE COURT: That it is not solely for the
10 purpose of collection after judgment, and while it's
11 a very close call, I respectfully deny the Motion to
12 Expunge Lis Pendens at this time.

13 MR. READE: Your Honor, this is
14 Christopher Reade.

15 THE COURT: Yes.

16 MR. READE: The second part of our motion
17 asked for a stay, should this be the court's ruling,
18 to allow Tahican to seek written relief as the
19 Nevada Supreme Court has held that the decision to
20 deny a motion to expunge is an appropriate topic for
21 writ of Mandamus relief.

22 THE COURT: while I believe it might make
23 more sense to wait on seeking relief, if Tahican
24 does wish to seek writ relief, then I believe
25 granting a stay at this time, at this level, is

1 appropriate.

2 Mr. Reade, you can assist us by preparing
3 the order from this decision -- from this motion
4 because, effectively, I am granting in part and
5 denying in part. I'm denying the motion to expunge.
6 I am also denying, to the extent there was a
7 countermotion for fees and costs as a sanction, but
8 I'm granting as to the motion for stay.

9 I do need to conclude the hearing.

10 Mr. Willson, is there anything further you
11 need to add?

12 MR. WILLSON: As a logistical matter,
13 Your Honor, we do have the calendar call on the 1st.
14 Will this stay essentially vacate that now, or will
15 we still appear?

16 THE COURT: I think there's some confusion
17 about the stay. This case is not stayed. The
18 decision to expunge the lis pendens not, so to
19 speak, is stayed. Meaning the decision not to
20 expunge the lis pendens is stayed. That's it. And
21 if Mr. Reade wants to get writ relief on that, he
22 can try.

23 This case goes forward including our next
24 hearing date on the 1st, and because we're not
25 currently offset until 10:30, we're going to do that

1 now. I don't want to have any more discussions, if
2 possible, today, now, with other things having to do
3 with case developments. But, in fairness, I let
4 Mr. Willson ask a question.

5 Mr. Reade or Mr. Graff, do you have a
6 question?

7 MR. GRAFF: Can we go to lunch now,
8 Your Honor?

9 THE COURT: I hope so.

10 Mr. Rigollet, anything else from you?

11 MR. RIGOLLET: No.

12 THE COURT: Let's get all of the orders in
13 within 14 days with other counsel having the
14 opportunity to review. I can't drag this thing out.
15 Let's get this done before next hearing.

16 Thank you, everybody. Have a good day.

17 UNIDENTIFIED SPEAKER: Thank you,
18 Your Honor.

19
20 (The proceedings concluded at 12:32 p.m.)

21 -oOo-
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23
24
25

C E R T I F I C A T E

STATE OF NEVADA)
)SS:
COUNTY OF CLARK)

I, Dana J. Tavaglione, RPR, CCR 841, do
hereby certify that I reported the foregoing
proceedings; that the same is true and correct as
reflected by my original machine shorthand notes
taken at said time and place before the
Hon. Kathleen E. Delaney, District Court Judge,
presiding.

Dated at Las Vegas, Nevada, this 22nd day
of February 2022.

/S/Dana J. Tavaglione

Dana J. Tavaglione, RPR, CCR NO. 841
Certified Court Reporter
Las Vegas, Nevada

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EXHIBIT “19”

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Attorneys for Defendants/Counterclaimants
Le Macaron LLC, Tahican LLC and Bydoo LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

MAX JOLY, an individual,

Plaintiff,

vs.

JEAN FRANCOIS RIGOLLET, an
Individual; LE MACARON LLC, a Nevada
Limited Liability Company; BYDOO, LLC,
a Nevada Limited Liability Company;
TAHICAN LLC, a Nevada Limited Liability
Company; DOES 1 through 10; and ROE
CORPORATIONS 1 through 10,

Defendants.

JEAN FRANCOIS RIGOLLET, an
Individual; LE MACARON LLC, a Nevada
Limited Liability Company; BYDOO, LLC,
a Nevada Limited Liability Company;
TAHICAN LLC, a Nevada Limited Liability
Company,

Counterclaimants,

vs.

MAX JOLY, an Individual; PATRICIA
JOLY, an Individual,

Counterdefendants.

Case No.: A-16-734832-C

Dept. No.: 25

**ORDER GRANTING IN PART AND
DENYING IN PART TAHICAN, LLC'S
MOTION TO EXPUNGE LIS PENDENS
PURSUANT TO NRS 14.015**

Date of Hearing: February 15, 2022

Time of Hearing: 10:30 a.m.

**ORDER GRANTING IN PART AND DENYING IN PART TAHICAN, LLC'S
MOTION TO EXPUNGE LIS PENDENS PURSUANT TO NRS 14.015**

**Date of Hearing: February 15, 2022
Time of Hearing: 10:30 a.m.**

Defendant/Counterclaimant Tahican, LLC's Motion to Expunge Lis Pendens Pursuant to NRS 14.015, having come on regularly for hearing on February 15, 2022. Defendants and Counterclaimants Tahican, LLC appearing by and through their counsel, R. Christopher Reade, Esq., and P. Rowland Graff, Esq., of the law firm of Cory Reade Dows & Shafer. Logan G. Willson, Esq., of the law firm of Jennings & Fulton, Ltd. appearing on behalf of Plaintiff/Counter-Defendant Max Joly and Counter-Defendant Patricia Joly. Defendant Jean Francois Rigollet, appearing in proper person. Court Interpreter Theresa Tordjman appearing and being sworn in for interpretation purposes. Upon the Court's consideration of the pleadings and papers on file herein, arguments of counsel and the parties, and good cause appearing,

THE COURT HEREBY FINDS that on April 4, 2017, Mr. Joly filed a Notice of Pendency of Action and Lis Pendens on real property known as 2003 Smoketree Village Circle, Henderson, Nevada 89012.

THE COURT FURTHER FINDS that on January 21, 2022, Tahican, LLC filed its Motion to Expunge Lis Pendens Pursuant to NRS 14.015.

THE COURT FURTHER FINDS that on January 24, 2022, Tahican, LLC filed its First Supplement to Motion to Expunge Lis Pendens Pursuant to NRS 14.015.

THE COURT FURTHER FINDS that on February 3, 2022, Max and Patricia Joly filed their Opposition to Second Motion to Expunge Lis Pendens.

THE COURT FURTHER FINDS that on February 9, 2022, Tahican LLC'S filed its Reply in Support of its Motion to Expunge Lis Pendens Pursuant to NRS 14.015.

THE COURT FURTHER FINDS that this is not a motion for reconsideration and the motion will be decide on its merits.

1 **THE COURT FURTHER FINDS** that the statute allowing a lis pendens has a notice
2 purpose, and it can be filed at the time that an action commences to put potential purchasers on
3 notice of an encumbrance.

4 **THE COURT FURTHER FINDS** that in its purest sense, it's very possible that a lis
5 pendens can exist when the owner of the property is not a party.

6 **THE COURT FURTHER FINDS** that whether Tahican was a party to the litigation does
7 not affect the validity of the lis pendens.

8 **THE COURT FURTHER FINDS** that the only issue that effects its validity, is the
9 purpose of the lis pendens.

10 **THE COURT FURTHER FINDS** that if the purpose of the lis pendens is simply to secure
11 payment, then it would be improper.

12 **THE COURT FURTHER FINDS** that if the lis pendens is, in fact, tied to the fraudulent
13 transfer claim and/or the slander of title claim, it is whether the Court erred in leaving the lis
14 pendens, or whether the Court be erring to continue leaving it in place, and that turns on whether
15 there's a valid legal basis for the lis pendens to be there.

16 **THE COURT FURTHER FINDS** that one of the remaining claims is a fraud claim that
17 can tie to this property.

18 **THE COURT FURTHER FINDS** that the Court believe that the lis pendens has
19 appropriate status based on the current claims in the case.

20 **THE COURT FURTHER FINDS** that because the outcome of the case could affect the
21 ultimate ownership of the property, a lis pendens is proper to put people on constructive notice.

22 **THE COURT FURTHER FINDS** that the fact that the lis pendens could also be used
23 subsequently in some fashion to secure a judgment is not necessarily determinative.

24 **THE COURT FURTHER FINDS** that the lis pendens properly attached to the property
25 based on current claim or claims in the case and that it is not solely for the purpose of collection
26 after a judgment.

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1 **THE COURT FURTHER FINDS** that if Tahican wishes to seek writ relief, then the Court
2 believes granting a stay at this time, at this level, is appropriate.
3 **THE COURT FURTHER FINDS** that this entire case is not stayed.
4 **THE COURT FURTHER FINDS** that the decision to expunge the lis pendens is stayed.
5 **THE COURT FURTHER FINDS** that to the extent there was a countermotion for fees
6 and costs as a sanction, it is Denied.
7 **THEREFORE, IT IS HERBY ORDERED, ADJUDGED, AND DECREED** that the
8 Motion to Expunge Lis Pendens Pursuant to NRS 14.015 is granted in part and denied in part.
9 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Motion to
10 Expunge Lis Pendens is denied because the Court believes that the lis pendens has appropriate
11 status based on the fraudulent transfer claim, the fraud claim, or the slander of title claim in this
12 case.
13 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the motion for stay
14 to seek relief though a Writ of Mandamus is granted related to the decision to expunge the lis
15 pendens.
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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the countermotion for fees and costs is denied.

Dated this 7th day of March, 2022

Hubert E. Delany

A99 9E7 03AF CA23
Kathleen E. Delaney
District Court Judge

Submitted by:
CORY READE DOWS AND SHAFER

By: /s/ R. Christopher Reade
R. Christopher Reade, Esq.
Nevada Bar No.: 006791
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
(702) 794-4411
Attorneys for Defendants/Counterclaimants Bydoo, LLC,
Tahican, LLC and Le Macaron, LLC

Reviewed as to Form and Content:
JENNINGS & FULTON

By: /s/ Logan Willson, Esq.
Logan Willson, Esq.
Nevada Bar No 14967
2580 Sorrel Street
Las Vegas, Nevada 89146
Telephone (702) 979-3565
Attorneys for Plaintiff

JEAN-FRANCOIS RIGOLLET

By: /s/ Jean Francois Rigollet
JEAN FRANCOIS RIGOLLET
2003 Smoketree Village
Henderson, Nevada 89012
rigollet.jfsenior@wanadoo.fr
Defendant In Proper Person

From: [Logan Willson](#)
To: [Rowland Graff](#); [Chris Reade](#); [Jean François RIGOLLET](#)
Cc: [Adam Fulton](#); [Jared Jennings](#)
Subject: FW: Orders from 2/15 Hearing
Date: Monday, February 28, 2022 9:09:05 AM
Attachments: [2022.02.25 Order Denying Entry, Exemptions, and Consideration \(rg-redlined\).docx](#)
[2022.02.25 Order Denying Entry, Exemptions, and Consideration \(rg-redlined\).docx](#)
[2022.02.25 Order Denying Entry, Exemptions, and Consideration \(rg-redlined\).docx](#)
[2022.02.25 Order Denying Entry, Exemptions, and Consideration \(rg-redlined\).docx](#)

Rowland,

I approve your redline to the Motion to Expunge Lis Pendens order. You can affix my e-signature and submit. I also approve your redline to the other 3 orders and will submit once we get Mr. Rigollet's confirmation.

Mr. Rigollet,

I received your confirmation of the 3 orders separate from Rowland's e-mail below. If you approve Rowland's modifications to the 3 orders in the attached, please confirm and I will affix all e-signatures and submit to the court.

Thank you,
Logan

From: Rowland Graff <rgraff@CRDSLAW.com>
Sent: Sunday, February 27, 2022 5:12 PM
To: Logan Willson <logan@jfnvlaw.com>; Chris Reade <creade@crdslaw.com>; Jean François RIGOLLET <rigollet.jfsenior@wanadoo.fr>
Cc: Jared Jennings <jjennings@jfnvlaw.com>; Adam Fulton <afulton@jfnvlaw.com>
Subject: RE: Orders from 2/15 Hearing

Logan,

I accepted all of your changes to the Lis Pendens order except your change that the court's ruling is based on the prior decision. The court specifically found that she was hearing this motion on its merits and not based on the prior decision.

As for the other orders, the administrative order requires that the courts signature block just be a blank line. Other than that, the orders are fine.

Rowland Graff, Esq.



1333 North Buffalo Drive, Suite 210
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AA000443

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rgraff@crdslaw.com

Licensed in Utah, Nevada, and Michigan

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From: Logan Willson <logan@jfnvlaw.com>

Sent: Thursday, February 24, 2022 5:06 PM

To: Chris Reade <creade@crdslaw.com>; Jean François RIGOLLET <rigollet.jfsenior@wanadoo.fr>

Cc: Rowland Graff <rgraff@CRDSLAW.com>; Jared Jennings <jjennings@jfnvlaw.com>; Adam Fulton <afulton@jfnvlaw.com>

Subject: Orders from 2/15 Hearing

All,

Please see attached. Minor revisions to the Motion to Expunge Order. Let me know if you recommend any modifications to the other 3. If you approve, please confirm and I'll include e-signatures and submit.

Thank you,
Logan

Logan G. Willson, Esq.
Jennings & Fulton, LTD
Phone: (702) 979-3565
Fax: (702) 362-2060
www.jenningsfulton.com

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Elizabeth Arthur

From: Rigollet Jf <rigollet.jfsenior@wanadoo.fr>
Sent: Monday, February 28, 2022 10:36 AM
To: Rowland Graff
Cc: Chris Reade; Elizabeth Arthur
Subject: Re: RE : Orders from 2/15 Hearing

Follow Up Flag: Follow up
Flag Status: Flagged

Yes, You may esign my name on the this order.

Jean Francois RIGOLLET
+689-87-36-19-72
rigollet.jfsenior@wanadoo.fr

Le 28 févr. 2022 à 07:28, Rowland Graff <rgraff@crdslaw.com> a écrit :

Mr. Rigolet,

Do we have your permission to sign this order with the changes that Mr. Wilson made?
Thank you.

Rowland Graff, Esq.

<image001.jpg>
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<2022.02.25 - Order on Motion to Expunge Lis Pendens (rg redline).docx>

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
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6 Max Joly, Plaintiff(s)

CASE NO: A-16-734832-C

7 vs.

DEPT. NO. Department 25

8 Jean Rigollet, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 3/7/2022

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afulton@jfnvlaw.com

16 "Jared B. Jennings, Esq." .

jjennings@jfnvlaw.com

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vickib@jfnvlaw.com

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