

IN THE SUPREME COURT OF THE STATE OF NEVADA

TAHICAN, LLC,

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA IN AND FOR
THE COUNTY OF CLARK; AND THE
HONORABLE KATHLEEN E. DELANEY,

Respondents,

and

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

Real Parties in Interest.

Case No. 84352

Electronically Filed
May 04 2022 06:57 p.m.
Dist. Court Case No. A-16-73483-1
Elizabeth A. Brown
Clerk of Supreme Court

REAL PARTIES IN INTEREST MAX JOLY AND PATRICIA JOLY'S

APPENDIX – VOLUME II

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JENNINGS & FULTON, LTD.

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Attorneys for Real Parties in Interest Max Joly and Patricia Joly

**ALPHABETICAL INDEX OF REAL PARTIES IN INTEREST MAX JOLY
AND PATRICIA JOLY'S APPENDIX – VOLUME II**

No.	Date	Document	Vol.	Bates No.
9	12/28/2015	Agreement Between Jean Francois Rigollet and Boris Jakubczack	I	RP123
5	06/01/2015	Amendment to LLC Operating Agreement Le Macaron, LLC	I	RP040
11	03/01/2016	Amendment to LLC Operating Agreement Tahican, LLC	II	RP145
1	09/03/2021	Declaration of Max Joly	I	RP001-RP004
3	02/11/2015	E-Mail Correspondence	I	RP032-RP039
6	09/25/2015	LLC Membership Purchase Agreement	I	RP068-RP070
16	03/08/2022	Notice of Entry of Order Denying the Entity Defendants/Counter-Claimants' Motion for Reconsideration	II	RP206-RP217
15	12/14/2021	Notice of Entry of Order Granting in Part and Denying in Part Plaintiff Max Joly's Motion for Summary Judgment and Plaintiff/Counter-Defendant Max Joly and Counter-	II	RP171-RP205

		Defendant Patricia Joly's Motion for Summary Judgment Against Counter-Claimants' Counter-Claims		
14	03/08/2022	Notice of Entry of Order Granting in Part and Denying in Part Tahican, LLC's Motion to Expunge Lis Pendens Pursuant to NRS 14.015	II	RP156-RP170
13	12/11/2018	Notice of Entry of November 27, 2018 Order	II	RP149-RP155
7	04/04/2011	Operating Agreement of Bydoo	I	RP071-RP095
2	07/09/2014	Operating Agreement of Le Macaron	I	RP005-RP031
4	07/09/2014	Operating Agreement of Le Macaron	I	RP041-RP067
8	04/01/2011	Operating Agreement of Tahican	I	RP096-RP122
12	02/01/2021	Purchase and Transfer Agreements	II	RP146-RP148
10	01/12/2016	Quitclaim Deeds	I	RP124-RP144

**CHRONOLOGICAL INDEX OF REAL PARTIES IN INTEREST MAX
JOLY AND PATRICIA JOLY'S APPENDIX- VOLUME II**

No.	Date	Document	Vol.	Bates No.
7	04/04/2011	Operating Agreement of Bydoo	I	RP071-RP095
8	04/01/2011	Operating Agreement of Tahican	I	RP096-RP122
2	07/09/2014	Operating Agreement of Le Macaron	I	RP005-RP031
4	07/09/2014	Operating Agreement of Le Macaron	I	RP041-RP067
3	02/11/2015	E-Mail Correspondence	I	RP032-RP039
5	06/01/2015	Amendment to LLC Operating Agreement Le Macaron, LLC	I	RP040
6	09/25/2015	LLC Membership Purchase Agreement	I	RP068-RP070
9	12/28/2015	Agreement Between Jean Francois Rigollet and Boris Jakubczack	I	RP123
10	01/12/2016	Quitclaim Deeds	I	RP124-RP144
11	03/01/2016	Amendment to LLC Operating Agreement Tahican, LLC	II	RP145

13	12/11/2018	Notice of Entry of November 27, 2018 Order	II	RP149-RP155
12	02/01/2021	Purchase and Transfer Agreements	II	RP146-RP148
1	09/03/2021	Declaration of Max Joly	I	RP001-RP004
15	12/14/2021	Notice of Entry of Order Granting in Part and Denying in Part Plaintiff Max Joly's Motion for Summary Judgment and Plaintiff/Counter-Defendant Max Joly and Counter-Defendant Patricia Joly's Motion for Summary Judgment Against Counter-Claimants' Counter-Claims	II	RP171-RP205
16	03/08/2022	Notice of Entry of Order Denying the Entity Defendants/Counter-Claimants' Motion for Reconsideration	II	RP206-RP217
14	03/08/2022	Notice of Entry of Order Granting in Part and Denying in Part Tahican, LLC's Motion to Expunge Lis Pendens Pursuant to NRS 14.015	II	RP156-RP170

DATED: May 4th, 2022

JENNINGS & FULTON, LTD.

By: /s/ Logan G. Willson, Esq.

JARED B. JENNINGS, ESQ.

Nevada Bar No. 7762

Email: jjennings@jfnvlaw.com

ADAM R. FULTON, ESQ.

Nevada Bar No. 11572

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LOGAN G. WILLSON, ESQ.

Nevada Bar No. 14967

Email: logan@jfnvlaw.com

2580 Sorrel Street

Las Vegas, Nevada 89146

Attorneys for Max Joly and Patricia Joy

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On May 4, 2022, I caused to be served a true and correct copy of the foregoing **REAL PARTIES IN INTEREST MAX JOLY AND PATRICIA JOLY'S APPENDIX – VOLUME II** upon the following by the method indicated:

- ☒ **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed as set forth below:

Judge Kathleen Delaney
Department 25
Eighth Judicial District Court
Clark County, Nevada
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

- ☒ **BY ELECTRONIC SUBMISSION:** submitted to the above-entitled Court for electronic filing and service upon the Court's Service List for the above-referenced case.

R. CHRISTOPHER READE, ESQ.
Nevada Bar No. 006791
CORY READE DOWS AND SHAFER
1333 N. Buffalo Dr., Ste. 210
Las Vegas, Nevada 89128
Email: ccreate@crdslaw.com
Attorneys for Petitioner Tahican LLC

/s/ Misty Janati
An Employee of JENNINGS & FULTON, LTD.

EXHIBIT 10

APN: 179-17-611-062

Affix R.P.T.T. \$357.00

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

Inst #: 20160112-0000605

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

RPTT: \$357.00 Ex: #

01/12/2016 08:05:13 AM

Receipt #: 2655470

Requestor:

JAKUBCZACK GROUP LLC

Recorded By: ARO Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

QUIT CLAIM DEED

By this instrument dated 07/31/15 for a valuable consideration,

BYDOO LLC 7935 W Badura Ave #1030 LAS VEGAS, NV, 89113

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

EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Clark, State of Nevada and is described as follows:

PARCEL ONE (1):

AN UNDIVIDED 1/32 INTEREST AS TENANTS IN COMMON IN THE COMMON AREA OF PHASES 1 AND 2 OF AMENDED PLAT OF CABRILLO TERRACE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 52 OF PLATS, PAGE 5 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 5, 1991 IN BOOK 910605 AS INSTRUMENT NO. 00740 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THE FOLLOWING:

ALL LIVING UNITS AND EXCLUSIVE USE AREAS AS SHOWN IN PHASE 1 AND 2 OF CABRILLO TERRACE.

PARCEL TWO (2):

LIVING 62 IN BUILDING 8, AS SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE.

PARCEL THREE (3):

THE EXCLUSIVE RIGHT TO USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREA, BEING DESCRIBED IN COVENANTS, CONDITIONS AND RESTRICTIONS REFERRED TO ABOVE AS COVERED PARKING SPACES, PATIOS, AND STAIRCASES (EXCLUSIVE USE AREAS) WHICH ARE APPURTENANT TO AND FOR THE USE OF PARCEL TWO (2).

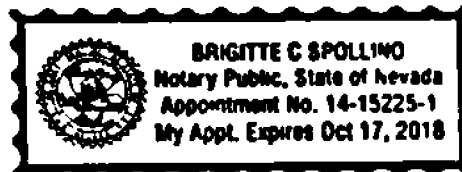
PARCEL FOUR (4):

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE, ON, OVER AND UNDER THE COMMON AREAS IN FUTURE PHASES, WHICH EASEMENT IS APPURTENANT TO PARCELS 1, 2, AND 3 DESCRIBED ABOVE.

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On 8 day of January, 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.

Brigitte C. Spollino
Notary Public



Nancy
Tahiaull
JEAN FRANCOIS RIGOLLET

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a. 179-17-611-062
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
i. ☐ Other

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 69800

b. Deed in Lieu of Foreclosure Only (value of property (_____)

c. Transfer Tax Value: \$ 69800

d. Real Property Transfer Tax Due \$ 357.00

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 _____ *SEM FRANK'S* Capacity: GRANTOR

Signature _____ *MANAGER* Capacity: _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: BYDOO LLC

Address: 2003 Smoketree Village cr

City: HENDERSON

State: NEVADA Zip: 89012

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: TAHICAN LLC

Address: 2003 Smoketree Village cr

City: HENDERSON

State: NEVADA Zip: 89012

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

Print Name: JAKUBCZACK GROUP

Escrow # _____

Address: 7935 W BADURA AVE #1030

City: LAS VEGAS

State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

APN: 140-30-515-023

Affix R.P.T.T. \$334.05

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

Inst #: 20160108-0002826

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

RPTT: \$334.05 Ex: #

01/08/2016 03:08:12 PM

Receipt #: 2653921

Requestor:

JAKUBCZACK GROUP LLC

Recorded By: GWC Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

QUIT CLAIM DEED

By this instrument dated 07/31/15 for a valuable consideration,

BYDOO LLC 2003 Smoketree Village Cr HENDERSON, NV, 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

EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Clark, State of Nevada and is described as follows:

PARCEL ONE (1):

AN UNDIVIDED 1/12 INTEREST AS TENANTS IN COMMON IN AND TO PHASE TWO (2) OF OWENS CONDOMINIUMS - UNIT 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 56 OF PLATS, PAGE 77, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE FOLLOWING:

ALL UNITS IN ALL RESIDENTIAL BUILDINGS AS SHOWN ON THE CONDOMINIUMS PLAT REFERRED TO ABOVE.

AND RESERVING THEREFROM THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS EXCLUSIVE USE EASEMENTS SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE.

AND FURTHER EXCEPTING THEREFROM FOR THE BENEFIT OF OWNERS IN ALL PHASES OF OWENS CONDOMINIUMS - UNIT 2, NON-EXCLUSIVE EASEMENTS OR, OVER, AND UNDER TO ABOVE FOR INGRESS, EGRESS, AND RECREATIONAL USE, SUBJECT TO THE TERMS AND AS MORE PARTICULARLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MAY 19, 1993 IN BOOK 930519 AS DOCUMENT NO. 00528 AS THE SAME MAY BE AMENDED AND/OR SUPPLEMENTED, OF OFFICIAL RECORDS, EXCEPTING FROM THE COMMON AREA, ANY RESIDENTIAL BUILDINGS THEREON AND ANY PORTION THEREOF WHICH IS SUBJECT EXCLUSIVE USE EASEMENTS.

PARCEL TWO (2):

LIVING UNIT THREE (3) INCLUSIVE IN BUILDING EIGHTY (80) OF OWENS CONDOMINIUMS - UNIT 2, AS SHOWN ON MAP THEREOF ON FILE IN BOOK 56 OF PLATS, PAGE 77, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL THREE (3):

THE EXCLUSIVE RIGHT TO USE POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREA AND ASSIGNED PARKING SPACES FORTY-NINE (49), BEING DESCRIBED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MAY 19, 1993 IN BOOK 930519 AS DOCUMENT NO. 00528, AS EXCLUSIVE USE AREAS WHICH ARE APPURTENANT TO AND FOR THE EXCLUSIVE USE OF PARCEL ONE (1) AND TWO (2).

PARCEL FOUR (4):

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE, ON, OVER, AND UNDER THE COMMON AREAS AND PRIVATE STREETS OF OWNERS CONDOMINIUMS - UNIT 2, ON FILE IN BOOK 56 OF PLATS, PAGE 77, OF OFFICIAL RECORDS AND FURTHER UNITS, WHICH EASEMENT IS APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) DESCRIBED ABOVE.

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On 8 day of January, 2016 personally appeared before me, a Notary Public,
Jean Francois Riggett 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.

Brigitte C. Spollino
Notary Public



[Signature] Manager
Tahiana LLC

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 140-30-515-023
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

\$ 65500

b. Deed in Lieu of Foreclosure Only (value of property (_____))

c. Transfer Tax Value: \$ 65500

d. Real Property Transfer Tax Due \$ 334.05

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: NEVADA Zip: 89012

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: TAHICAN LLC
Address: 2003 Smoketree Village cr
City: HENDERSON
State: NEVADA Zip: 89012

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

Print Name: JAKUBCZACK GROUP
Address: 7935 W BADURA AVE #1030
City: LAS VEGAS

Escrow # _____
State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

APN: 140-30-519-021

Affix R.P.T.T. \$308.55

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

Inst #: 20160112-0001090
Fees: \$19.00 N/C Fee: \$25.00
RPTT: \$308.55 Ex: #
01/12/2016 08:08:57 AM
Receipt #: 2655571
Requestor:
JAKUBCZACK GROUP LLC
Recorded By: CDE Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

QUIT CLAIM DEED

By this instrument dated 07/31/15 for a valuable consideration,

BYDOO LLC 2003 Smoketree Village Cr HENDERSON, NV, 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

**Exhibit A
LEGAL DESCRIPTION**

Parcel One:

An undivided 1/20th interest as tenants in common in and to Phase I of OWENS CONDOMINIUMS – UNIT 6, as shown by map thereof on file in Book 63 of Plats, Page 41 in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING THEREFROM the following:

All Units in all Residential Buildings as shown on the Condominiums Plat referred to above.

AND RESERVING THEREFROM the right to possession of all those areas designated as exclusive use easements shown upon the Condominium Plat referred to above.

AND FURTHER RESERVING THEREFROM for the benefit of owners in all Phases of Owens Condominiums- Unit 6 non-exclusive easements on, over and under the Common Areas as defined and shown upon the Condominium Plan referred to above for ingress, egress and recreational use, subject to the terms and as more particularly set forth in the Declaration of Covenants, Conditions and Restrictions recorded May 19, 1993 in Book 930519 as Document No. 528 as the same may be amended and/or supplemented, of Official Records, excepting from the Common Area, any residential building thereon and any portion thereof which is subject to Exclusive Use Easement.

Parcel Two:

Living Unit One (1) in Building Two Hundred Forty (240) of OWENS CONDOMINIUMS – UNIT 6, as shown by map thereof on file in Book 63 of Plats, Page 41, in the Office of the County Recorder of Clark County, Nevada.

Parcel Three:

The exclusive right to use, possession and occupancy of those portions of the Common area and Assigned Parking Spaces 187 being described in the Covenants, Conditions and Restrictions recorded May 19, 1993 in Book 930519 as Document No. 00528, as Exclusive Use Areas which are appurtenant to and for the exclusive use of Parcel 1 and 2.

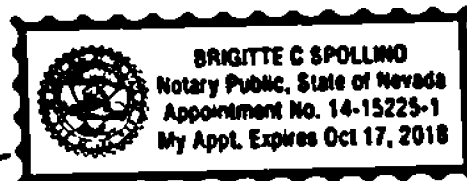
Parcel Four:

A non-exclusive easement for ingress, egress and recreational use on, over and under the Common Areas and Private Streets of OWENS CONDOMINIUMS – UNIT 6, on file in Book 63 of Plats, Page 41, of Official Records and further Units, which easement is appurtenant to Parcels 1, 2, and 3 described above.

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On 8 day of January, 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.

Brigitte C Spolino
Notary Public



JEAN FRANCOIS RIGOLLET

[Signature]
Manager
Tahian LLC

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 140-30-519-021
b. _____
c. _____
d. _____

2. Type of Property:

- | | |
|---|--|
| a. <input type="checkbox"/> Vacant Land | b. <input type="checkbox"/> Single Fam. Res. |
| c. <input checked="" type="checkbox"/> Condo/Twnhse | d. <input type="checkbox"/> 2-4 Plex |
| e. <input type="checkbox"/> Apt. Bldg | f. <input type="checkbox"/> Comm/Indl |
| g. <input type="checkbox"/> Agricultural | h. <input type="checkbox"/> Mobile Home |
| <input type="checkbox"/> Other | |

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 60500

b. Deed in Lieu of Foreclosure Only (value of property (_____))

c. Transfer Tax Value: \$ 60500

d. Real Property Transfer Tax Due \$ 308.55

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 _____ *JEAN FRANCOIS RIGALLET* Capacity: GRANTOR

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: BYDOO LLC

Address: 2003 Smoketree Village cr

City: HENDERSON

State: NEVADA Zip: 89012

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: TAHICAN LLC

Address: 2003 Smoketree Village cr

City: HENDERSON

State: NEVADA Zip: 89012

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

Print Name: JAKUBCZACK GROUP

Escrow # _____

Address: 7835 W BADURA AVE #1030

City: LAS VEGAS

State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

APN: 140-22-316-061

Affix R.P.T.T. \$306

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

Inst #: 20160108-0002807

Fees: \$20.00 N/C Fee: \$0.00

RPTT: \$306.00 Ex: #

01/08/2016 03:04:40 PM

Receipt #: 2653914

Requestor:

JAKUBCZACK GROUP LLC

Recorded By: ANI Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

QUIT CLAIM DEED

By this instrument dated 07/31/15 for a valuable consideration,

BYDOO LLC 2003 Smoketree Village Cr HENDERSON, NV, 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

Exhibit A

PARCEL I: (LIVING UNIT)

UNIT ONE HUNDRED FORTY-THREE (143) IN BUILDING "K" IN PHASE 1 OF TROPICAL VILLAS EAST, A CONDOMINIUM SUBDIVISION FILED PURSUANT TO THE PROVISIONS OF N.R.S. CHAPTER 116, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 63 OF PLATS, PAGE 66, AND BY AMENDED PLAT THEREOF ON FILE IN BOOK 67 OF PLATS, PAGE 3, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND AS DEFINED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED OCTOBER 6, 1994 IN BOOK 941006 AS DOCUMENT NO. 00260, OFFICIAL RECORDS, CLARK COUNTY, NEVADA. (THE "DECLARATION").

PARCEL II: (FRACTIONAL INTEREST IN COMMON AREAS)

AN UNDIVIDED FRACTIONAL INTEREST AS TENANT-IN-COMMON IN AND TO THE COMMON AREAS (AS SAID TERM IS DEFINED IN THE DECLARATION) SHOWN UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE, THE NUMERATOR OF WHICH SHALL BE ONE, AND THE DENOMINATOR OF WHICH SHALL BE THE TOTAL NUMBER OF UNITS EXISTING IN THE CONDOMINIUM PLAT REFERED TO ABOVE.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LAND DEFINED AS "ASSOCIATION PROPERTY" IN THE DECLARATION, AND FURTHER DESCRIBED AS THOSE AREAS DELINEATED AS "POOL", "CABANA" AND "PRIVATE DRIVE AND PUE" ON THE ABOVE REFERENCED CONDOMINIUM PLAT.

EXCEPTING THEREFROM THE RIGHT TO POSSESSION OF ALL THOSE AREAS AS LIMITED COMMON ELEMENTS UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE, AND FURTHER DEFINED IN THE DECLARATION.

FURTHER EXCEPTING THEREFROM NON-EXCLUSIVE EASEMENTS IN FAVOR OF THE ASSOCIATION (AS DEFINED IN THE DECLARATION) ON, OVER AND ACROSS THE COMMON AREAS AS DELINEATED UPON THE ABOVE REFERENCED CONDOMINIUM PLAT TO PERFORM THE DUTIES AND FUNCTIONS, WHICH IT IS OBLIGATED OR PERMITTED TO PERFORM PURSUANT TO THE DECLARATION.

FURTHER EXCEPTING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF FUTURE PHASES, NON-EXCLUSIVE EASEMENTS ON, OVER AND ACROSS THE COMMON AREAS AS DELINEATED UPON THE ABOVE REFERENCED CONDOMINIUM PLAT FOR INGRESS, EGRESS AND RECREATIONAL USE AND SUBJECT TO THE TERMS AND PROVISIONS AS SET FORTH IN THE DECLARATION.

PARCEL IV: (LIMITED COMMON ELEMENTS)

THE EXCLUSIVE RIGHT TO USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREA BEING DESCRIBED UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE AS LIMITED COMMON ELEMENTS DESIGNATED AS BALCONY, PATIO, STAIRWAY, STORAGE UNIT AND GARAGE UNIT (AND FURTHER DEFINED IN THE DECLARATION) WHICH ARE APPURTENANT TO AND FOR THE EXCLUSIVE USE OF PARCEL I.

PARCEL IV: (EASEMENTS OVER FUTURE PHASES)

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND RECREATIONAL USE ON AND OVER THE COMMON AREA OF FUTURE PHASES AS DELINEATED UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE, WHICH EASEMENT IS APPURTENANT TO PARCELS I, II AND III DESCRIBED ABOVE AND SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION.

PARCEL V: (ASSOCIATION PROPERTY)

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND RECREATIONAL USE ON AND OVER THOSE PORTIONS OF THE COMMON AREA DEFINED AS "ASSOCIATION PROPERTY" IN THE DECLARATION, AND FURTHER DESCRIBED AS THOSE PORTIONS DELINEATED AS "POOL", "CABANA" AND "PRIVATE DRIVE AND PUE" UPON THE CONDOMINIUM PLAT REFERRED TO ABOVE, WHICH EASEMENT IS SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION.

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On 8 day of January, 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.

Brigitte C Spolino
Notary Public



Rigollet
Manager
Techian LLC

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 140-22-316-061
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 \$ 59900
b. Deed in Lieu of Foreclosure Only (value of property (_____))
c. Transfer Tax Value: \$ 59900
d. Real Property Transfer Tax Due \$ 306.00

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: NEVADA Zip: 89012

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: TAHICAN LLC
Address: 2003 Smoketree Village cr
City: HENDERSON
State: NEVADA Zip: 89012

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

Print Name: JAKUBCZACK GROUP
Address: 7935 W BADURA AVE #1030
City: LAS VEGAS

Escrow # _____
State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

APN: 140-23-217-188

Affix R.P.T.T. \$249.90

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

Inst #: 20160108-0002865

Fees: \$19.00 N/C Fee: \$25.00

RPTT: \$249.90 Ex: #

01/08/2016 03:15:46 PM

Receipt #: 2653944

Requestor:

JAKUBCZACK GROUP LLC

Recorded By: DHG Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

QUIT CLAIM DEED

By this instrument dated 07/31/15 for a valuable consideration,

BYDOO LLC 7935 W Badura Ave #1030 LAS VEGAS, NV, 89113

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



EXHIBIT "A"

PARCEL I:

UNIT 2092 IN BUILDING 12, AS SHOWN ON THE FINAL MAP OF AMENDED PLAT OF MOUNTAINSIDE COMMUNITY SUBDIVISION, FILED IN BOOK 50 OF PLATS, PAGE 29, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AMENDED PLAT OF MOUNTAINSIDE COMMUNITY SUBDIVISION, RECORDED SEPTEMBER 24, 1993 AS INSTRUMENT NO. 01167 IN BOOK 930924, OFFICIAL RECORDS, CLARK COUNTY, NEVADA ("MOUNTAINSIDE COMMUNITY SUBDIVISION DECLARATION").

PARCEL II:

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE MOUNTAINSIDE COMMUNITY SUBDIVISION DECLARATION.

PARCEL III:

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE MOUNTAINSIDE COMMUNITY SUBDIVISION DECLARATION.

PARCEL IV:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE AMENDED PLAT AND THE MOUNTAINSIDE COMMUNITY SUBDIVISION.

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On 08 day of January, 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.

Brigitte C Spollino
Notary Public



[Signature]
Manager
Tahiar LLC

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a. 140-23-217-188

b. _____

c. _____

d. _____

2. Type of Property:

- | | |
|---|--|
| a. <input type="checkbox"/> Vacant Land | b. <input type="checkbox"/> Single Fam. Res. |
| c. <input checked="" type="checkbox"/> Condo/Twnhse | d. <input type="checkbox"/> 2-4 Plex |
| e. <input type="checkbox"/> Apt. Bldg | f. <input type="checkbox"/> Comm'l/Ind'l |
| g. <input type="checkbox"/> Agricultural | h. <input type="checkbox"/> Mobile Home |
| <input type="checkbox"/> Other | |

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 48900

b. Deed in Lieu of Foreclosure Only (value of property (_____))

c. Transfer Tax Value: \$ 48900

d. Real Property Transfer Tax Due \$ 249.90

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: 7935 W Badura Ave #1030

City: LAS VEGAS

State: NEVADA Zip: 89113

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: TAHICAN LLC

Address: 2003 Smoketree Village cr

City: HENDERSON

State: NEVADA Zip: 89012

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

Print Name: JAKUBCZACK GROUP

Address: 7935 W BADURA AVE #1030

City: LAS VEGAS

Escrow # _____

State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 11

**AMENDMENT TO LLC OPERATING AGREEMENT
TAHICAN LLC
A Limited Liability Company established in NEVADA**

We, the members of TAHICAN LLC, hereby resolve and confirm on March 1st, 2016 the following:

1. Section 2.1 of the current LLC operating agreement is amended to read:

MEMBER(S):

BORIS JAKUBCZACK 100% OWNER 1,000 UNITS

2. Section 10.1 of the current LLC operating agreement is amended to read:

MANAGER(S):

The manager of the company shall be Boris JAKUBCZACK

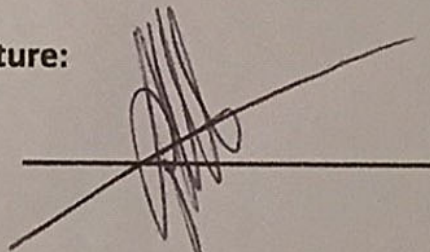
3. All other sections of the attached current LLC operating agreement of TAHICAN LLC remain in full force and effect.

The undersigned have duly executed this LLC operating agreement amendment on the date first written above:

Old Member Name:

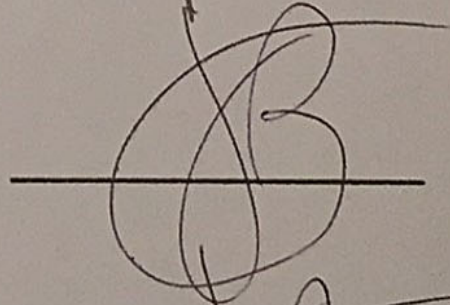
Jean-françois RIGOLLET

Signature:



New Member Name:

Boris JAKUBCZACK



Manager:

Boris JAKUBCZACK

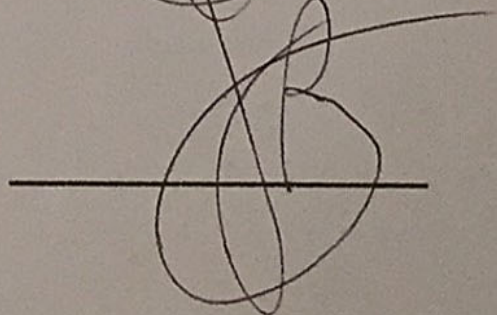


EXHIBIT 12

PURCHASE AND TRANSFER OF INTERESTS AGREEMENT

This Purchase Agreement (the "Agreement") is entered into on February 1, 2021, by and between:

- BYDOO LLC, a Nevada limited liability, company formed under the laws of the State of Nevada (the "Seller"),
- and Jean François RIGOLLET, an individual (the "Buyer").

WHEREAS, the Seller is a party to and defendant and counterclaimant in a legal proceedings in Nevada under the case reference n° A-16-734832-C, District Court, Clark County Nevada, Max JOLY vs/ RIGOLLET Jean François, Bydoo LLC, Tahican LLC and Le Macaron LLC, in accordance with the terms of this Agreement (the "Proceedings"),

WHEREAS, the Seller does not have the financial resources necessary to continue the Proceedings, including its counterclaims against the Plaintiffs, and desires to sell and transfer its interests in the Proceedings for the consideration set forth in this Agreement to the Buyer; and

WHEREAS the Buyer desires to purchase and acquire the Seller's interests in the Proceedings for the consideration set forth in this Agreement.

NOW, THEREFORE, in consideration for mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. The Buyer hereby agrees to purchase from the Seller, and the Seller hereby sells and transfers to the Buyer, all its rights and obligations in the in the Proceedings, including without limitations all liabilities, dbt, payment obligations, rights and privileges, for a price of \$100.00 (one Hundred Dollars)..
2. The Buyer hereby agrees to pay all costs of proceedings and to assume, and comply with, all orders which may be decided by the court in the Proceedings.
3. The Buyer shall take all such actions and file all such documents with the Court of Clark County to this agreement and the transfer of interests in the Proceedings as agreed in this Agreement, in each case in accordance with Article 25 (c) of the Nevada Rules of Civil Procedure, so that the Seller is relieved of all obligations in the Proceedings.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

Jean François RIGOLLET

Jean François RIGOLLET

Bydoo LLC

J. Rigollet

PURCHASE AND TRANSFER OF INTERESTS AGREEMENT

This Purchase Agreement (the "Agreement") is entered into on February 1, 2021, by and between:

- TAHICAN LLC, a Nevada limited liability, company formed under the laws of the State of Nevada (the "Seller"),
- and Jean François RIGOLLET, an individual (the "Buyer").

WHEREAS, the Seller is a party to and defendant and counterclaimant in a legal proceedings in Nevada under the case reference n° A-16-734832-C, District Court, Clark County Nevada, Max JOLY vs/ RIGOLLET Jean François, Bydoo LLC, Tahican LLC and Le Macaron LLC, in accordance with the terms of this Agreement (the "Proceedings"),

WHEREAS, the Seller does not have the financial resources necessary to continue the Proceedings, including its counterclaims against the Plaintiffs, and desires to sell and transfer its interests in the Proceedings for the consideration set forth in this Agreement to the Buyer; and

WHEREAS the Buyer desires to purchase and acquire the Seller's interests in the Proceedings for the consideration set forth in this Agreement.

NOW, THEREFORE, in consideration for mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. The Buyer hereby agrees to purchase from the Seller, and the Seller hereby sells and transfers to the Buyer, all its rights and obligations in the in the Proceedings, including without limitations all liabilities, dbt, payment obligations, rights and privileges, for a price of \$100.00 (one Hundred Dollars)..
2. The Buyer hereby agrees to pay all costs of proceedings and to assume, and comply with, all orders which may be decided by the court in the Proceedings.
3. The Buyer shall take all such actions and file all such documents with the Court of Clark County to this agreement and the transfer of interests in the Proceedings as agreed in this Agreement, in each case in accordance with Article 25 (c) of the Nevada Rules of Civil Procedure, so that the Seller is relieved of all obligations in the Proceedings.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

Jean François RIGOLLET

Jean François RIGOLLET

TAHICAN LLC

B. JACKUBCZAK

PURCHASE AND TRANSFER OF INTERESTS AGREEMENT

This Purchase Agreement (the "Agreement") is entered into on February 1, 2021, by and between:

- LE MACARON LLC, a Nevada limited liability, company formed under the laws of the State of Nevada (the "Seller"),
- and Jean François RIGOLLET, an individual (the "Buyer").

WHEREAS, the Seller is a party to and defendant and counterclaimant in a legal proceedings in Nevada under the case reference n° A-16-734832-C, District Court, Clark County Nevada, Max JOLY vs/ RIGOLLET Jean François, Bydoo LLC, Tahican LLC and Le Macaron LLC, in accordance with the terms of this Agreement (the "Proceedings"),

WHEREAS, the Seller does not have the financial resources necessary to continue the Proceedings, including its counterclaims against the Plaintiffs, and desires to sell and transfer its interests in the Proceedings for the consideration set forth in this Agreement to the Buyer; and

WHEREAS the Buyer desires to purchase and acquire the Seller's interests in the Proceedings for the consideration set forth in this Agreement.

NOW, THEREFORE, in consideration for mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. The Buyer hereby agrees to purchase from the Seller, and the Seller hereby sells and transfers to the Buyer, all its rights and obligations in the in the Proceedings, including without limitations all liabilities, dbt, payment obligations, rights and privileges, for a price of \$100.00 (one Hundred Dollars)..
2. The Buyer hereby agrees to pay all costs of proceedings and to assume, and comply with, all orders which may be decided by the court in the Proceedings.
3. The Buyer shall take all such actions and file all such documents with the Court of Clark County to this agreement and the transfer of interests in the Proceedings as agreed in this Agreement, in each case in accordance with Article 25 (c) of the Nevada Rules of Civil Procedure, so that the Seller is relieved of all obligations in the Proceedings.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

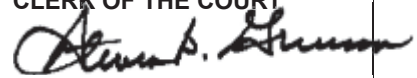
Jean François RIGOLLET

Jean François RIGOLLET

LE MACARON LLC

JF Rigollet

EXHIBIT 13



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
Attorneys for Defendants/Counterclaimants

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

MAX JOLY, an individual
Plaintiff,

Case No.: A-16-734832-C
Dept. No.: 25

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.

NOTICE OF ENTRY OF 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

PLEASE TAKE NOTICE that an Order was entered by the Court on the 27th day of

///

1 November 2018 in the instant action. A copy of said Order is attached hereto.

2 DATED this 10th day of December, 2018

3 LAW OFFICES OF P. STERLING KERR

4 By: /s/ George E. Robinson

5 P. STERLING KERR, ESQ.

6 Nevada Bar No. 3978

7 GEORGE E. ROBINSON, ESQ.

8 Nevada Bar No. 9667

9 2450 St. Rose Parkway, Suite 120

10 Henderson, Nevada 89074

11 *Attorneys for Defendant/Counterclaimant*

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Adam R. Fulton, Esq.
Jared B. Jennings, Esq.
JENNINGS & FULTON, LTD.
2580 Sorrel Street
Las Vegas, NV 89145
Attorneys for Plaintiff/Counter-defendant

An employee of the LAW OFFICES OF
P. STERLING KERR



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,

ORDER

Defendants.

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 14, 2018

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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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

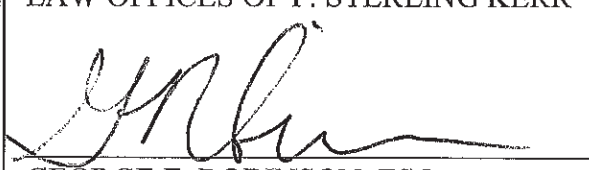
14 
15
16 GEORGE E. ROBINSON, ESQ.
17 Nevada Bar No. 9667
18 2450 St. Rose Parkway, Suite 120
19 Henderson, Nevada 89074
20 george@sterlingkerrlaw.com
21 *Attorneys for Defendant's/Counter Claimant*
22
23
24
25
26
27
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EXHIBIT 14

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

DISTRICT COURT

CLARK COUNTY, NEVADA

MAX JOLY, an individual,) Case No.: A-16-734832-C
)
) Dept. No.: 25
)
 Plaintiff,)
)
 vs.) **NOTICE OF ENTRY OF**

NOTICE OF ENTRY OF ORDER

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,

vs. Counterclaimants,

MAX JOLY, an Individual,
Counterdefendants.

1 **NOTICE OF ENTRY OF ORDER GRANTING IN PART AND DENYING**
2 **IN PART TAHICAN, LLC'S MOTION TO EXPUNGE LIS PENDENS PURSUANT**
3 **TO NRS 14.015**

4 PLEASE TAKE NOTICE that an Order Granting in Part and Denying in Part Tahican,
5 LLC'S Motion to Expunge Lis Pendens Pursuant to NRS 14.015 was entered on March 7, 2022.
6 A true and correct copy of which is attached hereto.

7 DATED this 8th day of March 2022.

8 CORY READE DOWS & SHAFER

9 By: /s/ R. Christopher Reade, Esq.
10 R. CHRISTOPHER READE, ESQ.
11 Nevada Bar No. 006791
12 1333 North Buffalo Drive, Suite 210
13 Las Vegas, Nevada 89103
14 Tel: (702) 794-4411
15 Attorneys for Defendants/Counterclaimants
16 Le Macaron LLC, Tahican LLC and Bydoo
17 LLC
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am a representative of CORY READE DOWS & SHAFER that on this 8th day of March 2022, I caused the foregoing **NOTICE OF ENTRY OF ORDER GRANTING IN PART AND DENYING IN PART TAHICAN, LLC'S MOTION TO EXPUNGE LIS PENDENS PURUSANT TO NRS 14.015** be served as follows:

■ **NEFCR System upon the following All 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
--	---

☐ **By fax or other electronic transmission in accordance with NRCP 5(D) upon the following Parties, for which proof of successful transmission is attached hereto.**

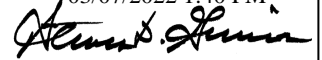
☐ **Certified United States Mail upon the following parties or their Counsel:**

--	--

☐ **By direct email upon the following Parties, for whom I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.**

☐ **By fax or other electronic transmission in accordance with NRCP 5(D) upon the following Parties, for which proof of successful transmission is attached hereto.**

/s/ Elizabeth Arthur
A Representative of Cory Reade Dows & Shafer


CLERK OF THE COURT

ORD

R. CHRISTOPHER READE, ESQ.
Nevada Bar No. 006791
CORY READE DOWS AND SHAFER
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
Tel: (702) 794-4411
Fax: (702) 794-4421
E-Mail: creade@crdslaw.com
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.

1 **ORDER GRANTING IN PART AND DENYING IN PART TAHICAN, LLC'S**
2 **MOTION TO EXPUNGE LIS PENDENS PURSUANT TO NRS 14.015**

3 **Date of Hearing: February 15, 2022**
4 **Time of Hearing: 10:30 a.m.**

5 Defendant/Counterclaimant Tahican, LLC's Motion to Expunge Lis Pendens Pursuant to
6 NRS 14.015, having come on regularly for hearing on February 15, 2022. Defendants and
7 Counterclaimants Tahican, LLC appearing by and through their counsel, R. Christopher Reade,
8 Esq., and P. Rowland Graff, Esq., of the law firm of Cory Reade Dows & Shafer. Logan G.
9 Willson, Esq., of the law firm of Jennings & Fulton, Ltd. appearing on behalf of Plaintiff/Counter-
10 Defendant Max Joly and Counter-Defendant Patricia Joly. Defendant Jean Francois Rigollet,
11 appearing in proper person. Court Interpreter Theresa Tordjman appearing and being sworn in for
12 interpretation purposes. Upon the Court's consideration of the pleadings and papers on file herein,
13 arguments of counsel and the parties, and good cause appearing,

14 **THE COURT HEREBY FINDS** that on April 4, 2017, Mr. Joly filed a Notice of
15 Pendency of Action and Lis Pendens on real property known as 2003 Smoketree Village Circle,
16 Henderson, Nevada 89012.

17 **THE COURT FURTHER FINDS** that on January 21, 2022, Tahican, LLC filed its
18 Motion to Expunge Lis Pendens Pursuant to NRS 14.015.

19 **THE COURT FURTHER FINDS** that on January 24, 2022, Tahican, LLC filed its First
20 Supplement to Motion to Expunge Lis Pendens Pursuant to NRS 14.015.

21 **THE COURT FURTHER FINDS** that on February 3, 2022, Max and Patricia Joly filed
22 their Opposition to Second Motion to Expunge Lis Pendens.

23 **THE COURT FURTHER FINDS** that on February 9, 2022, Tahican LLC'S filed its
24 Reply in Support of its Motion to Expunge Lis Pendens Pursuant to NRS 14.015.

25 **THE COURT FURTHER FINDS** that this is not a motion for reconsideration and the
26 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.

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 counter-motion for fees and costs is denied.

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 Entity Defendants Motion for Reconsideration \(rq redlined\).docx](#)
[2022.02.25 Order Denying Rigollet's Motion for Reconsideration \(rq redlined\).docx](#)
[2022.02.25 Order Denying Rigollet's Motion to Deem RFA's Admitted \(rq redlined\).docx](#)
[2022.02.25 - Order on Motion to Expunge Lis Pendens \(rq redline\).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
Las Vegas, Nevada 89128
(702) 794-4411

Fax: (702) 794-4421

rgraff@crdslaw.com

Licensed in Utah, Nevada, and Michigan

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CIRCULAR 230 NOTICE: To comply with U.S. Treasury Department and IRS regulations, we are required to advise you that, unless expressly stated otherwise, any U.S. federal tax advice contained in this transmittal, is not intended or written to be used, and cannot be used, by any person for the purpose of (i) avoiding penalties under the U.S. Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this e-mail or attachment.

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

This e-mail contains proprietary information of Jennings & Fulton, LTD. All information contained is confidential, including any e-mails preceding and/or following this statement. Any use, distribution,

copying, or disclosure by persons other than the intended recipient is strictly prohibited. If you are not the intended recipient, please destroy this e-mail and notify the sender immediately.

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>
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
(702) 794-4411
Fax: (702) 794-4421
rgraff@crdslaw.com
Licensed in Utah, Nevada, and Michigan

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CIRCULAR 230 NOTICE: To comply with U.S. Treasury Department and IRS regulations, we are required to advise you that, unless expressly stated otherwise, any U.S. federal tax advice contained in this transmittal, is not intended or written to be used, and cannot be used, by any person for the

purpose of (i) avoiding penalties under the U.S. Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this e-mail or attachment.

<2022.02.25 - Order on Motion to Expunge Lis Pendens (rg redline).docx>

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
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

15 "Adam R. Fulton, Esq." .

afulton@jfnvlaw.com

16 "Jared B. Jennings, Esq." .

jjennings@jfnvlaw.com

17 Vicki Bierstedt .

vickib@jfnvlaw.com

18 Adam Fulton

afulton@jfnvlaw.com

19 Jared Jennings

jjennings@jfnvlaw.com

20 Tod Dubow

tdubow@jfnvlaw.com

21 Norma Richter

nrichter@jfnvlaw.com

22 Logan Willson

Logan@jfnvlaw.com

23 R. Reade

creade@crdslaw.com

24 Andrew David

adavid@crdslaw.com

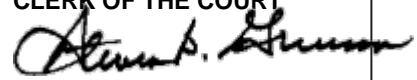
25 Jean RIGOLLET

rigollet.jfsenior@wanadoo.fr

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Afagh Ghayour	aghayour@jfnvlaw.com
Rowland Graff	rgraff@crdslaw.com
Elizabeth Arthur	earthur@crdslaw.com
Misty Janati	misty@jfnvlaw.com
Lori Harrison	lharrison@crdslaw.com

EXHIBIT 15



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

DISTRICT COURT

CLARK COUNTY, NEVADA

MAX JOLY, an individual,) Case No.: A-16-734832-C
)
) Plaintiff,) Dept. No.: 25
)
vs.)

NOTICE OF ENTRY OF ORDER

)
) 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,)
)
) Counterdefendants.)

1 **NOTICE OF ENTRY OF ORDER GRANTING IN PART AND DENYING IN**
2 **PART PLAINTIFF MAX JOLY'S MOTION FOR SUMMARY JUDGEMENT AND**
3 **PLAINTIFF/COUNTER-DEFENDANT MAX JOLY AND COUNTER-DEFENDANT**
4 **PATRICIA JOLY'S MOTION FOR SUMMARY JUDGMENT AGAINST COUNTER-**
 CLAIMANTS' COUNTER-CLAIMS

5 PLEASE TAKE NOTICE that an Order Granting in Part and Denying in Part Plaintiff
6 Max Joly's Motion for Summary Judgment and Plaintiff/Counter-Defendant Max Joly and
7 Counter-Defendant Patricia Joly's Motion for Summary Judgment Against Counter-Claimants'
8 Counter-Claims entered on December 13, 2021. A true and correct copy of which is attached
9 hereto.

10
11 DATED this 14th day of December 2021.

12 CORY READE DOWS & SHAFER

13 By: /s/ R. Christopher Reade, Esq.
14 R. CHRISTOPHER READE, ESQ.
15 Nevada Bar No. 006791
16 1333 North Buffalo Drive, Suite 210
17 Las Vegas, Nevada 89103
18 Tel: (702) 794-4411
19 Attorneys for Defendants/Counterclaimants
20 Le Macaron LLC, Tahican LLC and Bydoo
21 LLC
22
23
24
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am a representative of CORY READE DOWS & SHAFER that on this 14th day of December 2021, I caused the foregoing **NOTICE OF ENTRY OF ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFF MAX JOLY'S MOTION FOR SUMMARY JUDGEMENT AND PLAINTIFF/COUNTER-DEFENDANT MAX JOLY AND COUNTER-DEFENDANT PATRICIA JOLY'S MOTION FOR SUMMARY JUDGMENT AGAINST COUNTER-CLAIMANTS' COUNTER-CLAIMS** be served as follows:

■ **NEFCR System upon the following All 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
--	---

☐ **By fax or other electronic transmission in accordance with NRCP 5(D) upon the following Parties, for which proof of successful transmission is attached hereto.**

☐ **Certified United States Mail upon the following parties or their Counsel:**

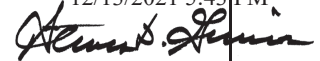
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☐ **By direct email upon the following Parties, for whom I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.**

☐ **By fax or other electronic transmission in accordance with NRCP 5(D) upon the following Parties, for which proof of successful transmission is attached hereto.**

/s/ Elizabeth Arthur

A Representative of Cory Reade Dows & Shafer



CLERK OF THE COURT

ORDR

JARED B. JENNINGS, ESQ.
Nevada Bar No. 7762
Email: jjennings@jfnvlaw.com
ADAM R. FULTON, ESQ.
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Telephone (702) 979-3565
Facsimile (702) 362-2060

Attorneys for Max Joly and Patricia Joly

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 1-10; and ROE CORPORATIONS 1-10,

Defendants.

Case No.: A-16-734832-C

Dept. No.: XXV

**ORDER GRANTING IN PART AND
DENYING IN PART PLAINTIFF MAX
JOLY'S MOTION FOR SUMMARY
JUDGMENT AND
PLAINTIFF/COUNTER-DEFENDANT
MAX JOLY AND COUNTER-
DEFENDANT PATRICIA JOLY'S
MOTION FOR SUMMARY JUDGMENT
AGAINST COUNTER-CLAIMANTS'
COUNTER-CLAIMS**

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 1-10; and ROE CORPORATIONS 1-10,

JENNINGS & FULTON, LTD.

2580 Sorrel Street

LAS VEGAS, NEVADA 89146

TELEPHONE 702 979 3565 ♦ FAX 702 362 2060

Counterclaimant,
vs.
MAX JOLY, an individual; PATRICIA
JOLY, an individual,
Counter-defendants.

Plaintiff/Counter-Defendant Max Joly's Motion for Summary Judgment and Plaintiff/Counter-Defendant Max Joly and Counter-Defendant Patricia Joly's Motion for Summary Judgment Against Counter-Claimants' Counter-Claims, having come on regularly for hearing on October 12, 2021, October 19, 2021, and November 23, 2021, 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/Counter-Claimant Jean Francois Rigollet, appearing in proper person with his French interpreter Isabelle Freeman present, P. Rowland Graff, Esq., of the law firm of Cory Reade Dows and Shafer, appearing on behalf of Defendants/Counter-Claimants Le Macaron, LLC, Bydoo, LLC, and Tahican, LLC, and upon the Court's consideration of the pleadings, supplemental pleadings, and papers on file herein, arguments of counsel, and good cause appearing, the Court hereby makes the following:

FINDINGS OF FACT

1. On September 3, 2021, Plaintiff/Counter-Defendant Max Joly ("Mr. Joly") filed his Motion for Summary Judgment.
2. On September 3, 2021, Plaintiff/Counter-Defendant Max Joly and Counter-Defendant Patricia Joly's (the "Joly's") filed their Motion for Summary Judgment Against Counter-Claimants' Counter-Claims.

1 3. On September 15, 2021, Defendant/Counter-Claimant Jean Francois Rigollet
2 ("Mr. Rigollet") filed his Opposition to Mr. Joly's Motion for Summary Judgment.

3 4. On September 15, 2021, Mr. Rigollet filed his Opposition to the Joly's Motion
4 for Summary Judgment Against Counter-Claimants' Counter-Claims.

5 5. On September 17, 2021, Defendants/Counter-Claimants Le Macaron, LLC,
6 Bydoo, LLC, and Tahican, LLC ("Entity Defendants") filed their Joinder to Mr. Rigollet's
7 Opposition to Mr. Joly's Motion for Summary Judgment.

8 6. On September 17, 2021, the Entity Defendants filed their Joinder to Mr.
9 Rigollet's Opposition to the Joly's Motion for Summary Judgment Against Counter-
10 Claimants' Counter-Claims.

11 7. At the October 12, 2021 hearing, Mr. Rigollet's French interpreter Isabelle
12 Freeman was unavailable, and the hearing was continued until October 19, 2021.

13 8. At the October 19, 2021 hearing, the Court requested supplemental briefing
14 regarding Mr. Joly's December 28, 2020 Requests for Admissions to Mr. Rigollet and the
15 Entity Defendants and a clarification of the references of the documents provided by the
16 Joly's.

17 9. On October 28, 2021, Mr. Joly filed his Supplemental Briefing to his Motion
18 for Summary Judgment.

19 10. On October 28, 2021, the Joly's filed their Supplemental Briefing to their
20 Motion for Summary Judgment Against Counter-Claimants' Counter-Claims.

21 11. On November 4, 2021, Mr. Rigollet filed his Supplemental Opposition to Mr.
22 Joly's Motion for Summary Judgment.

23 12. On November 4, 2021, Mr. Rigollet filed his Supplemental Opposition to the
24 Joly's Motion for Summary Judgment Against Counter-Claimants' Counter-Claims.

1 13. On November 4, 2021, the Entity Defendants filed their Supplemental
2 Opposition to Mr. Joly's Motion for Summary Judgment.

3 14. In Mr. Joly's Motion for Summary Judgment, Mr. Joly sought a determination
4 from the Court that there are no genuine issues of material fact that Mr. Rigollet and the
5 Entity Defendants failed to timely respond to Mr. Joly's December 28, 2020 Requests for
6 Admissions that should be deemed admitted as a matter of law and are dispositive of the
7 present matter, that Bydoo, LLC ("Bydoo") breached the LLC Membership Purchase
8 Agreement ("Purchase Agreement") because no payment was ever made to Mr. Joly, that
9 declaratory relief should be granted in favor of Mr. Joly for Bydoo's breach of the Purchase
10 Agreement, that Bydoo breached the implied covenant of good faith and fair dealing by
11 entering into the Purchase Agreement with no intent to pay Mr. Joly, that Defendants were
12 unjustly enriched by retaining Mr. Joly's contribution into Le Macaron, LLC ("Le Macaron")
13 and the amounts owed under the Purchase Agreement.
14

15 15. Mr. Joly further sought a determination from the Court that there are no
16 genuine issues of material fact that Defendants made intentional and fraudulent
17 misrepresentations regarding payment under the Purchase Agreement and by divesting
18 Bydoo, that Mr. Rigollet is the alter ego of each Defendant, that Defendants converted Mr.
19 Joly's investment in Le Macaron and funds to be paid pursuant to the Purchase Agreement,
20 and that Defendants fraudulently transferred the Bydoo properties in anticipation and during
21 the pendency of this matter.
22

23 16. Mr. Rigollet opposed Mr. Joly's Motion for Summary Judgment asserting that
24 genuine issues of material fact exist regarding the transfer of shares of ownership in Le
25 Macaron between the Joly's. The Entity Defendants joined Mr. Rigollet's Opposition.
26
27
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1 17. In the Joly's Motion for Summary Judgment Against Counter-Claimants'
2 Counter-Claims, the Joly's sought a determination from the Court that there are no genuine
3 issues of material fact that Mr. Rigollet and the Entity Defendants failed to timely respond
4 to Mr. Joly's December 28, 2020 Requests for Admissions that should be deemed admitted
5 as a matter of law and are dispositive of the present matter, that Mr. Joly never made any
6 intentional or false misrepresentations to Mr. Rigollet or the Entity Defendants, that the
7 Joly's did not breach the implied covenant of good faith and fair dealing, that Counter-
8 Claimants cannot establish as a matter of law that the Joly's breached any fiduciary duty,
9 that Counter-Claimants are not entitled to rescind agreements that they drafted solely because
10 they refuse to pay Mr. Joly, that the lis pendens was a result of Counter-Claimants fraudulent
11 transfer to divest Bydoo and not a slander of title, and that declaratory relief should be granted
12 in favor of the Joly's for Bydoo's breach of the Purchase Agreement.
13
14

15 18. Mr. Rigollet opposed the Joly's Motion for Summary Judgment Against
16 Counter-Claimants' Counter-Claims asserting that genuine issues of material fact exist
17 regarding the transfer of shares of ownership in Le Macaron between the Joly's. The Entity
18 Defendants joined Mr. Rigollet's Opposition.
19

20 19. The parties filed supplemental briefing regarding Mr. Joly's December 28,
21 2020 Requests for Admissions served on the Defendants/Counter-Claimants.

22 20. The Court found that the Court denied a prior Motion for Summary Judgment
23 based on which operating agreement of Le Macaron was effective. The Motions for
24 Summary Judgment at issue focus more on the Purchase Agreement and Mr. Joly's
25 December 28, 2020 Requests for Admissions served on the Defendants/Counter-Claimants.
26 Therefore, the Court finds that it can make its ruling without being inconsistent with the
27 Court's prior decisions outlined in the April 30, 2019 Order Denying Defendants Motion for
28

1 Partial Summary Judgment Without Prejudice and the November 29, 2019 Notice of Entry
2 of Order Denying Defendants' Motion for Summary Judgment.

3 21. The Court further found that there are no genuine issues of material fact that
4 the Purchase Agreement is operative and Mr. Joly's December 28, 2020 Requests for
5 Admissions to Defendants are deemed admitted as a matter of law.
6

7 22. The Court further found that Mr. Joly's Motion for Summary Judgment is
8 Granted in Part and Denied in Part.

9 23. The Court further found that Mr. Joly's Sixth Cause of Action for Fraud was
10 not directly addressed in Mr. Joly's Motion for Summary Judgment and is Denied.

11 24. The Court further found that Mr. Joly's First Cause of Action for Breach of
12 Contract, Second Cause of Action for Declaratory Relief, Third Cause of Action for
13 Contractual Breach of the Covenant of Good Faith and Fair Dealing, Fourth Cause of Action
14 for Unjust Enrichment, Fifth Cause of Action for Fraudulent Misrepresentation, Seventh
15 Cause of Action for Piercing the Corporate Veil, Eighth Cause of Action for Conversion, and
16 Ninth Cause of Action for Fraudulent Transfer are Granted.
17

18 25. The Court further found that not all of Mr. Joly's December 28, 2020
19 Requests for Admissions to Defendants are admitted, but the ones admitted are sufficient for
20 the Court's determination.
21

22 26. The Court further found that Mr. Joly's December 28, 2020 Requests for
23 Admissions No. 5, 6, 8, 10, 12, and 14 to Tahican and Bydoo are not deemed admitted as
24 they requested a legal conclusion.

25 27. The Court further found that Requests for Admission No. 23 to Bydoo is not
26 deemed admitted as it requested a legal conclusion.
27
28

1 28. The Court further found that all other Requests for Admissions to Bydoo and
2 Tahican are deemed admitted.

3 29. The Court further found that given the remainder of the Requests for
4 Admissions to Mr. Rigollet and Le Macaron, the Court Grants summary judgment in favor
5 of Mr. Joly on his First Cause of Action for Breach of Contract against Defendants.
6

7 30. The Court further found that Mr. Joly's Motion for Summary Judgment
8 requested a determination from the Court that Bydoo breached the Purchase Agreement
9 based on no payment being made to Mr. Joly. The Court finds that the elements of Mr. Joly's
10 Breach of Contract claim are all met.

11 31. The Court further found that the execution of the September 29, 2015
12 Purchase Agreement is undisputed.

13 32. The Court further found that the Purchase Agreement was initiated by Mr.
14 Joly's sale of his shares in Le Macaron to Bydoo, and that Bydoo materially breached the
15 Purchase Agreement by failing to pay Mr. Joly payments agreed to under the Purchase
16 Agreement.
17

18 33. The Court further found that Mr. Joly's pre-judgment damages for failure to
19 pay under the Purchase Agreement total Three Hundred Sixty Thousand 00/100 Dollars
20 (\$360,000.00).
21

22 34. The Court further found that Mr. Rigollet does not contest that he or Bydoo
23 failed to make payment, but contests the operating agreement of Le Macaron and which is
24 the effective operating agreement.

25 35. The Court further found that factual admissions make it clear that Bydoo and
26 Mr. Joly were the members of Le Macaron.
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1 36. The Court further found that there is no genuine issue of material fact that
2 Bydoo breached the Purchase Agreement by not paying Mr. Joly.

3 37. The Court further found that Mr. Joly's Second Cause of Action for
4 Declaratory Relief is dismissed as it is an alternative pleading to Mr. Joly's other causes of
5 action Granted by this Order.

6 38. The Court further found that Bydoo breached the Purchase Agreement
7 because it entered into the Purchase Agreement with the intent not to pay Mr. Joly.

8 39. The Court further found that Bydoo breached the implied covenant of good
9 faith and fair dealing in this way and that the elements of Mr. Joly's Contractual Breach of
10 the Covenant of Good Faith and Fair Dealing are all met and the Court Grants summary
11 judgment in favor of Mr. Joly on his Third Cause of Action for Contractual Breach of the
12 Covenant of Good Faith and Fair Dealing against Defendants.

13 40. The Court further found that Mr. Joly's Fourth Cause of Action for Unjust
14 Enrichment is dismissed as it is an alternative pleading to Mr. Joly's other causes of action
15 Granted by this Order.

16 41. The Court further found that the elements of Mr. Joly's Fifth Cause of Action
17 for Fraudulent Misrepresentation are met as to all Defendants regarding payment under
18 Purchase Agreement and by divesting Bydoo and the Court Grants summary judgment in
19 favor of Mr. Joly on his Fifth Cause of Action for Fraudulent Misrepresentation against
20 Defendants.

21 42. The Court further found that the first element of Mr. Joly's Fifth Cause of
22 Action for Fraudulent Misrepresentation is met regarding a false representation that is made
23 with either knowledge or belief that it is false or without a sufficient foundation, Mr. Rigollet
24 informed Mr. Joly that Mr. Rigollet invested the same amount as Mr. Joly even though he
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1 did not do so and informed Mr. Joly that properties owned by Bydoo would serve as collateral
2 under the Purchase Agreement.

3 43. The Court further found that the second element of Mr. Joly's Fifth Cause of
4 Action for Fraudulent Misrepresentation regarding an intent to induce Mr. Joly's reliance is
5 met because Mr. Rigollet's intentional misrepresentation induced Mr. Joly to invest Four
6 Hundred Fifty Thousand 00/100 Dollars (\$450,000.00) into Le Macaron and later sell his
7 interest for Three Hundred Sixty Thousand 00/100 Dollars (\$360,000.00).
8

9 44. The Court further found that the final element of Mr. Joly's Fifth Cause of
10 Action for Fraudulent Misrepresentation regarding damages resulting from Mr. Joly's
11 reliance is met because Mr. Joly has not been paid as Mr. Rigollet divested Bydoo of its
12 assets by transferring the properties to Tahican after not paying Mr. Joly.
13

14 45. The Court further found that Mr. Joly's Sixth Cause of Action for Fraud was
15 not directly addressed in Mr. Joly's Motion for Summary Judgment and is Denied.

16 46. The Court further found that Mr. Joly's Seventh Cause of Action for Alter
17 Ego regarding piercing the corporate veil is Granted as there is no genuine issue of material
18 fact as Mr. Rigollet does not contest this issue in his Opposition.

19 47. The Court further found that Mr. Joly's Eighth Cause of Action for
20 Conversion is Granted as there is no genuine issue of material fact that Defendants converted
21 Mr. Joly's investment in Le Macaron and funds to be paid pursuant to the Purchase
22 Agreement as the funds from the Bydoo properties sold by Tahican went into litigation,
23 rather than to Mr. Joly as required by the Purchase Agreement.
24

25 48. The Court further found that Mr. Joly's Ninth Cause of Action for Fraudulent
26 Transfer is Granted as Defendants fraudulently transferred Bydoo's properties in anticipation
27 of and during pendency of this litigation.
28

1 49. The Court further found that Mr. Joly's Sixth Cause of Action for Fraud will
2 proceed to trial unless otherwise dismissed by the Plaintiff.

3 50. The Court further found that the Joly's Motion for Summary Judgment
4 Against Counter-Claimants' Counter-Claims is Granted in Part and Denied in Part.

5 51. The Court further found that the Joly's Motion for Summary Judgment
6 Against Counter-Claimants' Counter-Claims regarding the Entity Defendants Fourth Cause
7 of Action for Rescission of Transfer of Shares is Denied because there are genuine issues of
8 material fact as to which operating agreement of Le Macaron stands.

9 52. The Court further found that the Joly's Motion for Summary Judgment
10 Against Counter-Claimants' Counter-Claims regarding the Entity Defendants First Cause of
11 Action for Intentional Misrepresentation – Max Joly Only, Second Cause of Action for
12 Breach of the Implied Covenant of Good Faith and Fair Dealing, Third Cause of Action for
13 Breach of Fiduciary Duty, Fifth Cause of Action for Slander of Title, and Sixth Cause of
14 Action Declaratory Relief is Granted.

15 53. The Court further found that the Joly's Motion for Summary Judgment
16 Against Counter-Claimants' Counter-Claims regarding Mr. Rigollet's First Cause of Action
17 for Intentional Misrepresentation, Second Cause of Action for Breach of the Implied
18 Covenant of Good Faith and Fair Dealing, and Third Cause of Action for Breach of Fiduciary
19 Duty is Granted.

20 54. The Court further found that the Joly's Motion for Summary Judgment
21 Against Counter-Claimants' Counter-Claims regarding the Entity Defendants and Mr.
22 Rigollet's First Cause of Action for Intentional Misrepresentation is Granted as there is no
23 genuine issue of material fact that Mr. Joly did not make any false representation by Mr.
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1 Rigollet's own admission that Mr. Rigollet does not claim that Mr. Joly made any false
2 representations at the time of the founding of Le Macaron.

3 55. The Court further found that the Joly's Motion for Summary Judgment
4 Against Counter-Claimants' Counter-Claims regarding the Entity Defendants and Mr.
5 Rigollet's Second Cause of Action for Breach of the Implied Covenant of Good Faith and
6 Fair Dealing is Granted as there is no genuine issue of material fact that Mr. Joly did not
7 breach the covenant because Defendants/Counter-Claimants failed to establish any facts
8 concerning Mr. Joly's breach due to the admissions.

9
10 56. The Court further found that the Joly's Motion for Summary Judgment
11 Against Counter-Claimants' Counter-Claims regarding the Entity Defendants and Mr.
12 Rigollet's Third Cause of Action for Breach of Fiduciary Duty is Granted as Mr. Joly did not
13 know about the alleged fraud and criminal activities of the Le Macaron franchisor until at
14 least the opening of the second Le Macaron store, located at the Venetian Hotel & Casino.

15
16 57. The Court further found that the Joly's Motion for Summary Judgment
17 Against Counter-Claimants' Counter-Claims regarding the Entity Defendants Fourth Cause
18 of Action for Rescission of Transfer of Shares is Denied because there are genuine issues of
19 material fact as to which operating agreement of Le Macaron stands.

20
21 58. The Court further found that the Joly's Motion for Summary Judgment
22 Against Counter-Claimants' Counter-Claims regarding the Entity Defendants Fifth Cause of
23 Action for Slander of Title is dismissed as moot from Defendants/Counter-Claimants
24 fraudulent transfer of the Bydoo properties.

25 59. The Court further found that the Joly's Motion for Summary Judgment
26 Against Counter-Claimants' Counter-Claims regarding the Entity Defendants Sixth Cause of
27 Action for Declaratory Relief is dismissed as it is an alternative pleading to the Entity
28

1 Defendants' other causes of action and not viable based on the facts and circumstances of
2 this case.

3 60. The Court further found that to the extent Mr. Joly seeks payment under the
4 Purchase Agreement totaling Three Hundred Sixty Thousand 00/100 Dollars (\$360,000.00),
5 including pre-and-post judgment interest, will be ordered as a result of the present Order
6 against all Defendants/Counter-Claimants.
7

8 61. The Court further found that the issue of whether or not funds from the sale
9 of the Bydoo properties should be paid to Mr. Joly cannot be resolved as a result of the
10 present Order because the issue of which operating agreement is still effective is still
11 undecided.

12 62. Based on the Findings of Fact as set forth above, the Court hereby makes the
13 following:
14

15 **CONCLUSIONS OF LAW**

16 63. Summary judgment is appropriate if the moving party can show that there
17 exists no genuine issue of material fact and that it is entitled to judgment as a matter of law.
18 NRCP 56(c); *Waldman v. Maini*, 195 P.3d 850, 860 (2008); *Wood v. Safeway, Inc.*, 121 Nev.
19 724, 729, 121 P.3d 1026, 1029 (2005). A genuine issue of material facts exists only "where
20 the evidence is such that a reasonable could return a verdict for the nonmoving party." *Valley*
21 *Bank of Nevada v. Marble*, 105 Nev. 366, 367, 775 P.2d 1278, 1279 (1989) citing *Anderson*
22 *v. Liberty Lobby, Inc.*, 477 U.S. 242 (1986).
23

24 64. Summary judgment is a tool that enables the courts to maximize efficiency
25 by permitting cases in which there are no triable issues of fact to be decided without going
26 to trial. *Sahara Gaming Corporation v. Culinary Workers Union Local 226*, 115 Nev. 212,
27 214 (1999). The opposing party is not entitled to have the motion for summary judgment
28

1 denied on the hope that at trial she will be able to discredit the movant's evidence and may
2 not build a case on the "gossamer threads of whimsy, speculation, and conjecture." *Hickman*
3 *v. Meadow Wood Reno*, 96 Nev. 782 (1980); *Henry Products, Inc. v. Tarmu*, 114 Nev. 1017
4 (1998); *Collins v. Union Federal Savings & Loan Association*, 99 Nev. 284 (1983). Rather,
5 the non-moving party must set forth "specific facts demonstrating the existence of a genuine
6 issue for trial." *Boland v. Nevada Rock and Sand Co.*, 111 Nev. 608, 610, 894 P.2d 988, 990
7 (1995). These genuine fact issues must more than merely exist, they must actually preclude
8 summary judgment against the party opposing the motion. *Far Out Productions v. Oskar*,
9 247 F.3d 986 (9th Cir. 2001). Mere conclusive statements along with general allegations do
10 not create an issue of material fact. *Michaels v. Sudeck*, 107 Nev. 332, 334 (1991).

12 65. Pursuant to NRCP 36 (a)(3), "A matter is admitted unless, within 30 days
13 after being served, the party to whom the request is directed serve on the requesting party a
14 written answer or objection addressed to the matter and signed by the party or its attorney."
15 The sanction for failure to serve timely answers or objections to requests for admissions is
16 that all matters in the request are deemed admitted. *Wagner v. Carex Investigations & Sec.*
17 *Inc.*, 93 Nev. 627, 630 (1977) citing NRCP 36(a). It is settled in this jurisdiction that such
18 admissions may properly serve as the basis for summary judgment against the party who has
19 failed to serve a timely response. *Id.* citing *Graham v. Carson-Tahoe Hosp.*, 91 Nev. 609,
20 540 P.2d 105 (1975).

23 66. The Court found that the Court denied a prior Motion for Summary Judgment
24 based on which operating agreement of Le Macaron was effective. The Motions for
25 Summary Judgment at issue focus more on the Purchase Agreement and Mr. Joly's
26 December 28, 2020 Requests for Admissions served on the Defendants/Counter-Claimants.
27 Therefore, the Court finds that it can make its ruling without being inconsistent with the
28

1 Court's prior decisions outlined in the April 30, 2019 Order Denying Defendants Motion for
2 Partial Summary Judgment Without Prejudice and the November 29, 2019 Notice of Entry
3 of Order Denying Defendants' Motion for Summary Judgment.

4 67. The Court further found that there are no genuine issues of material fact that
5 the Purchase Agreement is operative and Mr. Joly's December 28, 2020 Requests for
6 Admissions to Defendants are deemed admitted as a matter of law.

7 68. The Court further found that Mr. Joly's Motion for Summary Judgment is
8 Granted in Part and Denied in Part.

9 69. The Court further found that Mr. Joly's Sixth Cause of Action for Fraud was
10 not directly addressed in Mr. Joly's Motion for Summary Judgment and is Denied.

11 70. The Court further found that Mr. Joly's First Cause of Action for Breach of
12 Contract, Second Cause of Action for Declaratory Relief, Third Cause of Action for
13 Contractual Breach of the Covenant of Good Faith and Fair Dealing, Fourth Cause of Action
14 for Unjust Enrichment, Fifth Cause of Action for Fraudulent Misrepresentation, Seventh
15 Cause of Action for Piercing the Corporate Veil, Eighth Cause of Action for Conversion, and
16 Ninth Cause of Action for Fraudulent Transfer are Granted.

17 71. The Court further found that not all of Mr. Joly's December 28, 2020
18 Requests for Admissions to Defendants are admitted, but the ones admitted are sufficient for
19 the Court's determination.

20 72. The Court further found that Mr. Joly's December 28, 2020 Requests for
21 Admissions No. 5, 6, 8, 10, 12, and 14 to Tahican and Bydoo are not deemed admitted as
22 they requested a legal conclusion.

23 73. The Court further found that Requests for Admission No. 23 to Bydoo is not
24 deemed admitted as it requested a legal conclusion.

1 74. The Court further found that all other Requests for Admissions to Bydoo and
2 Tahican are deemed admitted.

3 75. The Court further found that given the remainder of the Requests for
4 Admissions to Mr. Rigollet and Le Macaron, the Court Grants summary judgment in favor
5 of Mr. Joly on his First Cause of Action for Breach of Contract against Defendants.
6

7 76. The Court further found that Mr. Joly's Motion for Summary Judgment
8 requested a determination from the Court that Bydoo breached the Purchase Agreement
9 based on no payment being made to Mr. Joly. The Court finds that the elements of Mr. Joly's
10 Breach of Contract claim are all met.

11 77. The Court further found that the execution of the September 29, 2015
12 Purchase Agreement is undisputed.
13

14 78. The Court further found that the Purchase Agreement was initiated by Mr.
15 Joly's sale of his shares in Le Macaron to Bydoo, and that Bydoo materially breached the
16 Purchase Agreement by failing to pay Mr. Joly payments agreed to under the Purchase
17 Agreement.

18 79. The Court further found that Mr. Joly's pre-judgment damages for failure to
19 pay under the Purchase Agreement total Three Hundred Sixty Thousand 00/100 Dollars
20 (\$360,000.00).
21

22 80. The Court further found that Mr. Rigollet does not contest that he or Bydoo
23 failed to make payment, but contests the operating agreement of Le Macaron and which is
24 the effective operating agreement.

25 81. The Court further found that factual admissions make it clear that Bydoo and
26 Mr. Joly were the members of Le Macaron.
27
28

1 82. The Court further found that there is no genuine issue of material fact that
2 Bydoo breached the Purchase Agreement by not paying Mr. Joly.

3 83. The Court further found that Mr. Joly's Second Cause of Action for
4 Declaratory Relief is dismissed as it is an alternative pleading to Mr. Joly's other causes of
5 action Granted by this Order.
6

7 84. The Court further found that Bydoo breached the Purchase Agreement
8 because it entered into the Purchase Agreement with the intent not to pay Mr. Joly.

9 85. The Court further found that Bydoo breached the implied covenant of good
10 faith and fair dealing in this way and that the elements of Mr. Joly's Contractual Breach of
11 the Covenant of Good Faith and Fair Dealing are all met and the Court Grants summary
12 judgment in favor of Mr. Joly on his Third Cause of Action for Contractual Breach of the
13 Covenant of Good Faith and Fair Dealing against Defendants.
14

15 86. The Court further found that Mr. Joly's Fourth Cause of Action for Unjust
16 Enrichment is dismissed as it is an alternative pleading to Mr. Joly's other causes of action
17 Granted by this Order.

18 87. The Court further found that there is no genuine issue of material fact that the
19 elements of Mr. Joly's Fifth Cause of Action for Fraudulent Misrepresentation are met as to
20 all Defendants regarding payment under Purchase Agreement and by divesting Bydoo and
21 the Court Grants summary judgment in favor of Mr. Joly on his Fifth Cause of Action for
22 Fraudulent Misrepresentation against Defendants.
23

24 88. The Court further found that the first element of Mr. Joly's Fifth Cause of
25 Action for Fraudulent Misrepresentation is met regarding a false representation that is made
26 with either knowledge or belief that it is false or without a sufficient foundation, Mr. Rigollet
27 informed Mr. Joly that Mr. Rigollet invested the same amount as Mr. Joly even though he
28

1 did not do so and informed Mr. Joly that properties owned by Bydoo would serve as collateral
2 under the Purchase Agreement.

3 89. The Court further found that the second element of Mr. Joly's Fifth Cause of
4 Action for Fraudulent Misrepresentation regarding an intent to induce Mr. Joly's reliance is
5 met because Mr. Rigollet's intentional misrepresentation induced Mr. Joly to invest Four
6 Hundred Fifty Thousand 00/100 Dollars (\$450,000.00) into Le Macaron and later sell his
7 interest for Three Hundred Sixty Thousand 00/100 Dollars (\$360,000.00).
8

9 90. The Court further found that the final element of Mr. Joly's Fifth Cause of
10 Action for Fraudulent Misrepresentation regarding damages resulting from Mr. Joly's
11 reliance is met because Mr. Joly has not been paid as Mr. Rigollet divested Bydoo of its
12 assets by transferring the properties to Tahican after not paying Mr. Joly.
13

14 91. The Court further found that Mr. Joly's Sixth Cause of Action for Fraud was
15 not directly addressed in Mr. Joly's Motion for Summary Judgment and is Denied.

16 92. The Court further found that Mr. Joly's Seventh Cause of Action for Alter
17 Ego regarding piercing the corporate veil is Granted as there is no genuine issue of material
18 fact as Mr. Rigollet does not contest this issue in his Opposition.

19 93. The Court further found that Mr. Joly's Eighth Cause of Action for
20 Conversion is Granted as there is no genuine issue of material fact that Defendants converted
21 Mr. Joly's investment in Le Macaron and funds to be paid pursuant to the Purchase
22 Agreement as the funds from the Bydoo properties sold by Tahican went into litigation,
23 rather than to Mr. Joly as required by the Purchase Agreement.
24

25 94. The Court further found that Mr. Joly's Ninth Cause of Action for Fraudulent
26 Transfer is Granted as Defendants fraudulently transferred Bydoo's properties in anticipation
27 of and during pendency of this litigation.
28

1 95. The Court further found that Mr. Joly's Sixth Cause of Action for Fraud will
2 proceed to trial unless otherwise dismissed by the Plaintiff.

3 96. The Court further found that the Joly's Motion for Summary Judgment
4 Against Counter-Claimants' Counter-Claims is Granted in Part and Denied in Part.

5 97. The Court further found that the Joly's Motion for Summary Judgment
6 Against Counter-Claimants' Counter-Claims regarding the Entity Defendants Fourth Cause
7 of Action for Rescission of Transfer of Shares is Denied because there are genuine issues of
8 material fact as to which operating agreement of Le Macaron stands.

9 98. The Court further found that the Joly's Motion for Summary Judgment
10 Against Counter-Claimants' Counter-Claims regarding the Entity Defendants First Cause of
11 Action for Intentional Misrepresentation – Max Joly Only, Second Cause of Action for
12 Breach of the Implied Covenant of Good Faith and Fair Dealing, Third Cause of Action for
13 Breach of Fiduciary Duty, Fifth Cause of Action for Slander of Title, and Sixth Cause of
14 Action Declaratory Relief is Granted.

15 99. The Court further found that the Joly's Motion for Summary Judgment
16 Against Counter-Claimants' Counter-Claims regarding Mr. Rigollet's First Cause of Action
17 for Intentional Misrepresentation, Second Cause of Action for Breach of the Implied
18 Covenant of Good Faith and Fair Dealing, and Third Cause of Action for Breach of Fiduciary
19 Duty is Granted.

20 100. The Court further found that the Joly's Motion for Summary Judgment
21 Against Counter-Claimants' Counter-Claims regarding the Entity Defendants and Mr.
22 Rigollet's First Cause of Action for Intentional Misrepresentation is Granted as there is no
23 genuine issue of material fact that Mr. Joly did not make any false representation by Mr.
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1 Rigollet's own admission that Mr. Rigollet does not claim that Mr. Joly made any false
2 representations at the time of the founding of Le Macaron.

3 101. The Court further found that the Joly's Motion for Summary Judgment
4 Against Counter-Claimants' Counter-Claims regarding the Entity Defendants and Mr.
5 Rigollet's Second Cause of Action for Breach of the Implied Covenant of Good Faith and
6 Fair Dealing is Granted as there is no genuine issue of material fact that Mr. Joly did not
7 breach the covenant because Defendants/Counter-Claimants failed to establish any facts
8 concerning Mr. Joly's breach due to the admissions.

9
10 102. The Court further found that the Joly's Motion for Summary Judgment
11 Against Counter-Claimants' Counter-Claims regarding the Entity Defendants and Mr.
12 Rigollet's Third Cause of Action for Breach of Fiduciary Duty is Granted as Mr. Joly did not
13 know about the alleged fraud and criminal activities of the Le Macaron franchisor until at
14 least the opening of the second Le Macaron store, located at the Venetian Hotel & Casino.

15
16 103. The Court further found that the Joly's Motion for Summary Judgment
17 Against Counter-Claimants' Counter-Claims regarding the Entity Defendants Fourth Cause
18 of Action for Rescission of Transfer of Shares is Denied because there are genuine issues of
19 material fact as to which operating agreement of Le Macaron stands.

20
21 104. The Court further found that the Joly's Motion for Summary Judgment
22 Against Counter-Claimants' Counter-Claims regarding the Entity Defendants Fifth Cause of
23 Action for Slander of Title is dismissed as moot from Defendants/Counter-Claimants
24 fraudulent transfer of the Bydoo properties.

25 105. The Court further found that the Joly's Motion for Summary Judgment
26 Against Counter-Claimants' Counter-Claims regarding the Entity Defendants Sixth Cause of
27 Action for Declaratory Relief is dismissed as it is an alternative pleading to the Entity
28

1 Defendants' other causes of action and not viable based on the facts and circumstances of
2 this case.

3 106. The Court further found that to the extent Mr. Joly seeks payment under the
4 Purchase Agreement totaling Three Hundred Sixty Thousand 00/100 Dollars (\$360,000.00),
5 including pre-and-post judgment interest, will be ordered as a result of the present Order
6 against all Defendants/Counter-Claimants.
7

8 107. The Court further found that the issue of whether or not funds from the sale
9 of the Bydoo properties should be paid to Mr. Joly cannot be resolved as a result of the
10 present Order because the issue of which operating agreement is still effective is still
11 undecided.
12

13 **NOW, THEREFORE**, the Court having made its above and foregoing Finding of
14 Fact and Conclusions of Law,

15 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the Court
16 denied a prior Motion for Summary Judgment based on which operating agreement of Le
17 Macaron was effective. The Motions for Summary Judgment at issue focus more on the
18 Purchase Agreement and Mr. Joly's December 28, 2020 Requests for Admissions served on
19 the Defendants/Counter-Claimants. Therefore, the Court can make its ruling without being
20 inconsistent with the Court's prior decisions outlined in the April 30, 2019 Order Denying
21 Defendants Motion for Partial Summary Judgment Without Prejudice and the November 29,
22 2019 Notice of Entry of Order Denying Defendants' Motion for Summary Judgment.
23

24 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that there are no
25 genuine issues of material fact that the Purchase Agreement is operative and Mr. Joly's
26 December 28, 2020 Requests for Admissions to Defendants are deemed admitted as a matter
27 of law.
28

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mr. Joly's
2 Motion for Summary Judgment is Granted in Part and Denied in Part.

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mr. Joly's
4 Sixth Cause of Action for Fraud was not directly addressed in Mr. Joly's Motion for
5 Summary Judgment and is Denied.

6 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mr. Joly's
7 Motion for Summary Judgment is Granted as to Mr. Joly's First Cause of Action for Breach
8 of Contract, Second Cause of Action for Declaratory Relief, Third Cause of Action for
9 Contractual Breach of the Covenant of Good Faith and Fair Dealing, Fourth Cause of Action
10 for Unjust Enrichment, Fifth Cause of Action for Fraudulent Misrepresentation, Seventh
11 Cause of Action for Piercing the Corporate Veil, Eighth Cause of Action for Conversion, and
12 Ninth Cause of Action for Fraudulent Transfer.

13 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that not all of Mr.
14 Joly's December 28, 2020 Requests for Admissions to Defendants are admitted, but the ones
15 admitted are sufficient for the Court's determination.

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mr. Joly's
17 December 28, 2020 Requests for Admissions No. 5, 6, 8, 10, 12, and 14 to Tahican and
18 Bydoo are not deemed admitted as they requested a legal conclusion.

19 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Requests for
20 Admission No. 23 to Bydoo is not deemed admitted as it requested a legal conclusion.

21 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that all other
22 Requests for Admissions to Bydoo and Tahican are deemed admitted.

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that given the
24 remainder of the Requests for Admissions to Mr. Rigollet and Le Macaron, the Court Grants
25

1 summary judgment in favor of Mr. Joly on his First Cause of Action for Breach of Contract
2 against Defendants.

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Bydoo
4 breached the Purchase Agreement based on no payment being made to Mr. Joly and that the
5 elements of Mr. Joly's Breach of Contract claim are all met.
6

7 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the execution
8 of the September 29, 2015 Purchase Agreement is undisputed.

9 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Purchase
10 Agreement was initiated by Mr. Joly's sale of his shares in Le Macaron to Bydoo, and that
11 Bydoo materially breached the Purchase Agreement by failing to pay Mr. Joly payments
12 agreed to under the Purchase Agreement.
13

14 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mr. Joly's
15 pre-judgment damages for failure to pay under the Purchase Agreement total Three Hundred
16 Sixty Thousand 00/100 Dollars (\$360,000.00).

17 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mr. Rigollet
18 does not contest that he or Bydoo failed to make payment, but contests the operating
19 agreement of Le Macaron and which is the effective operating agreement.
20

21 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that factual
22 admissions make it clear that Bydoo and Mr. Joly were the members of Le Macaron.

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that there is no
24 genuine issue of material fact that Bydoo breached the Purchase Agreement by not paying
25 Mr. Joly.
26
27
28

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mr. Joly's
2 Second Cause of Action for Declaratory Relief is dismissed as it is an alternative pleading to
3 Mr. Joly's other causes of action Granted by this Order.

4 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Bydoo
5 breached the Purchase Agreement because it entered into the Purchase Agreement with the
6 intent not to pay Mr. Joly.

7
8 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Bydoo
9 breached the implied covenant of good faith and fair dealing in this way and that the elements
10 of Mr. Joly's Contractual Breach of the Covenant of Good Faith and Fair Dealing are all met
11 and the Court Grants summary judgment in favor of Mr. Joly on his Third Cause of Action
12 for Contractual Breach of the Covenant of Good Faith and Fair Dealing against Defendants.

13 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mr. Joly's
14 Fourth Cause of Action for Unjust Enrichment is dismissed as it is an alternative pleading to
15 Mr. Joly's other causes of action Granted by this Order.

16
17 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that there is no
18 genuine issue of material fact that the elements of Mr. Joly's Fifth Cause of Action for
19 Fraudulent Misrepresentation are met as to all Defendants regarding payment under Purchase
20 Agreement and by divesting Bydoo and the Court Grants summary judgment in favor of Mr.
21 Joly on his Fifth Cause of Action for Fraudulent Misrepresentation against Defendants.

22
23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mr. Joly's
24 Fifth Cause of Action for Fraudulent Misrepresentation is met regarding a false
25 representation that is made with either knowledge or belief that it is false or without a
26 sufficient foundation, Mr. Rigollet informed Mr. Joly that Mr. Rigollet invested the same
27
28

1 amount as Mr. Joly even though he did not do so and informed Mr. Joly that properties owned
2 by Bydoo would serve as collateral under the Purchase Agreement.

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mr. Joly's
4 Fifth Cause of Action for Fraudulent Misrepresentation regarding an intent to induce Mr.
5 Joly's reliance is met because Mr. Rigollet's intentional misrepresentation induced Mr. Joly
6 to invest Four Hundred Fifty Thousand 00/100 Dollars (\$450,000.00) into Le Macaron and
7 later sell his interest for Three Hundred Sixty Thousand 00/100 Dollars (\$360,000.00).
8

9 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the final
10 element of Mr. Joly's Fifth Cause of Action for Fraudulent Misrepresentation regarding
11 damages resulting from Mr. Joly's reliance is met because Mr. Joly has not been paid as Mr.
12 Rigollet divested Bydoo of its assets by transferring the properties to Tahican after not paying
13 Mr. Joly.
14

15 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mr. Joly's
16 Sixth Cause of Action for Fraud was not directly addressed in Mr. Joly's Motion for
17 Summary Judgment and is Denied.

18 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mr. Joly's
19 Seventh Cause of Action for Alter Ego regarding piercing the corporate veil is Granted as
20 there is no genuine issue of material fact as Mr. Rigollet does not contest this issue in his
21 Opposition.
22

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mr. Joly's
24 Eighth Cause of Action for Conversion is Granted as there is no genuine issue of material
25 fact that Defendants converted Mr. Joly's investment in Le Macaron and funds to be paid
26 pursuant to the Purchase Agreement as the funds from the Bydoo properties sold by Tahican
27 went into litigation, rather than to Mr. Joly as required by the Purchase Agreement.
28

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mr. Joly's
2 Ninth Cause of Action for Fraudulent Transfer is Granted as Defendants fraudulently
3 transferred Bydoo's properties in anticipation of and during pendency of this litigation.

4 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mr. Joly's
5 Sixth Cause of Action for Fraud will proceed to trial unless otherwise dismissed by the
6 Plaintiff.
7

8 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Joly's
9 Motion for Summary Judgment Against Counter-Claimants' Counter-Claims is Granted in
10 Part and Denied in Part.

11 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Joly's
12 Motion for Summary Judgment Against Counter-Claimants' Counter-Claims regarding the
13 Entity Defendants Fourth Cause of Action for Rescission of Transfer of Shares is Denied
14 because there are genuine issues of material fact as to which operating agreement of Le
15 Macaron stands.
16

17 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Joly's
18 Motion for Summary Judgment Against Counter-Claimants' Counter-Claims is Granted as
19 to the Entity Defendants First Cause of Action for Intentional Misrepresentation – Max Joly
20 Only, Second Cause of Action for Breach of the Implied Covenant of Good Faith and Fair
21 Dealing, Third Cause of Action for Breach of Fiduciary Duty, Fifth Cause of Action for
22 Slander of Title, and Sixth Cause of Action Declaratory Relief.
23

24 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Joly's
25 Motion for Summary Judgment Against Counter-Claimants' Counter-Claims is Granted
26 regarding Mr. Rigollet's First Cause of Action for Intentional Misrepresentation, Second
27
28

1 Cause of Action for Breach of the Implied Covenant of Good Faith and Fair Dealing, and
2 Third Cause of Action for Breach of Fiduciary Duty.

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Joly's
4 Motion for Summary Judgment Against Counter-Claimants' Counter-Claims regarding the
5 Entity Defendants and Mr. Rigollet's First Cause of Action for Intentional Misrepresentation
6 is Granted as there is no genuine issue of material fact that Mr. Joly did not make any false
7 representation by Mr. Rigollet's own admission that Mr. Rigollet does not claim that Mr.
8 Joly made any false representations at the time of the founding of Le Macaron.

10 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Joly's
11 Motion for Summary Judgment Against Counter-Claimants' Counter-Claims regarding the
12 Entity Defendants and Mr. Rigollet's Second Cause of Action for Breach of the Implied
13 Covenant of Good Faith and Fair Dealing is Granted as there is no genuine issue of material
14 fact that Mr. Joly did not breach the covenant because Defendants/Counter-Claimants' failed
15 to establish any facts concerning Mr. Joly's breach due to the admissions.

17 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Joly's
18 Motion for Summary Judgment Against Counter-Claimants' Counter-Claims regarding the
19 Entity Defendants and Mr. Rigollet's Third Cause of Action for Breach of Fiduciary Duty is
20 Granted as there is no genuine issue of material fact that Mr. Joly did not know about the
21 alleged fraud and criminal activities of the Le Macaron franchisor until at least the opening
22 of the second Le Macaron store, located at the Venetian Hotel & Casino.

24 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Joly's
25 Motion for Summary Judgment Against Counter-Claimants' Counter-Claims regarding the
26 Entity Defendants Fourth Cause of Action for Rescission of Transfer of Shares is Denied
27
28

1 because there are genuine issues of material fact as to which operating agreement of Le
2 Macaron stands.

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Joly's
4 Motion for Summary Judgment Against Counter-Claimants' Counter-Claims regarding the
5 Entity Defendants Fifth Cause of Action for Slander of Title is dismissed as moot from
6 Defendants/Counter-Claimants fraudulent transfer of the Bydoo properties.
7

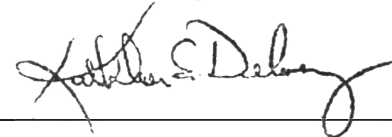
8 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Joly's
9 Motion for Summary Judgment Against Counter-Claimants' Counter-Claims regarding the
10 Entity Defendants Sixth Cause of Action for Declaratory Relief is dismissed as it is an
11 alternative pleading to the Entity Defendants' other causes of action and not viable based on
12 the facts and circumstances of this case.
13

14 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that to the extent
15 Mr. Joly seeks payment under the Purchase Agreement totaling Three Hundred Sixty
16 Thousand 00/100 Dollars (\$360,000.00), including pre-and-post judgment interest, will be
17 ordered as a result of the present Order against all Defendants/Counter-Claimants.

18 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the issue of
19 whether or not funds from the sale of the Bydoo properties should be paid to Mr. Joly cannot
20 be resolved as a result of the present Order because the issue of which operating
21 agreement is still effective is still undecided.
22

23 **IT IS SO ORDERED.**

Dated this 13th day of December, 2021

24 
25

26 1D9 399 C2EC D1C5
27 Kathleen E. Delaney
28 District Court Judge

1 Respectfully Submitted by:
2 DATED: December 10th, 2021
3 **JENNINGS & FULTON, LTD.**
4 /s/ Logan G. Willson, Esq.
5 JARED B. JENNINGS, ESQ.
Nevada Bar No. 7762
6 ADAM R. FULTON, ESQ.
Nevada Bar No. 11572
7 LOGAN G. WILLSON, ESQ.
Nevada Bar No 14967
8 *Attorneys for Max Joly*
9 *and Patricia Joly*

10 Approved as to Form & Content:
11 DATED: December 10th, 2021
12 **CORY READE DOWS AND SHAFER**

13 /s/ P. Rowland Graff, Esq.
14 R. Christopher Reade, Esq.
Nevada Bar No.: 006791
15 P. Rowland Graff, Esq.
Nevada Bar No.: 015050
16 1333 North Buffalo Drive, Suite 210
17 Las Vegas, Nevada 89128
(702) 794-4411
18 *Attorneys for Defendants/Counterclaimants Bydoo, LLC,*
19 *Tahican, LLC and Le Macaron, LLC*

Approved as to Form & Content:
DATED: December 10th, 2021

JEAN FRANCOIS RIGOLLET

/s/ Jean Francois Rigollet
JEAN FRANCOIS RIGOLLET
2003 Smoketree Village
Henderson, Nevada 89012
rigollet.jfsenior@wanadoo.fr
Defendant/Counter-Claimant

Logan Willson

From: Rowland Graff <rgraff@CRDSLAW.com>
Sent: Friday, December 10, 2021 3:54 PM
To: Logan Willson; Jean François RIGOLLET
Cc: Jared Jennings; Adam Fulton; Chris Reade; Junior Rigollet
Subject: RE: RE : RE: RE : Joly v. Rigollet - Order from 11/23 hearing

You may attach my signature to the order.

Rowland Graff, Esq.



CORY READE DOWS & SHAFER
ATTORNEYS AT LAW

1333 North Buffalo Drive, Suite 210

Las Vegas, Nevada 89128

(702) 794-4411

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rgraff@crdslaw.com

Licensed in Utah, Nevada, and Michigan

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CIRCULAR 230 NOTICE: To comply with U.S. Treasury Department and IRS regulations, we are required to advise you that, unless expressly stated otherwise, any U.S. federal tax advice contained in this transmittal, is not intended or written to be used, and cannot be used, by any person for the purpose of (i) avoiding penalties under the U.S. Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this e-mail or attachment.

From: Logan Willson <logan@jfnvlaw.com>
Sent: Friday, December 10, 2021 2:35 PM
To: Rowland Graff <rgraff@CRDSLAW.com>; Jean François RIGOLLET <rigollet.jfsenior@wanadoo.fr>
Cc: Jared Jennings <jjennings@jfnvlaw.com>; Adam Fulton <afulton@jfnvlaw.com>; Chris Reade <creade@crdslaw.com>; Junior Rigollet <jfrigollet@gmail.com>
Subject: RE: RE : RE: RE : Joly v. Rigollet - Order from 11/23 hearing

Rowland & Mr. Rigollet,

Logan Willson

From: Jean François RIGOLLET <rigollet.jfsenior@wanadoo.fr>
Sent: Friday, December 10, 2021 2:45 PM
To: Logan Willson; Rowland Graff
Cc: Jared Jennings; Adam Fulton; Chris Reade; Junior Rigollet
Subject: RE : RE: RE : RE: Joly v. Rigollet - Order from 11/23 hearing

You can sign for me...

Thank you

Jean-François RIGOLLET
+1-702-809-1115
rigollet.jfsenior@wanadoo.fr

Le : 10 décembre 2021 à 12:35 (GMT +01:00)
De : "Logan Willson" <logan@jfnvlaw.com>
À : "Rowland Graff" <rgraff@CRDSLAW.com>, "Jean François RIGOLLET" <rigollet.jfsenior@wanadoo.fr>
Cc : "Jared Jennings" <jjennings@jfnvlaw.com>, "Adam Fulton" <afulton@jfnvlaw.com>, "Chris Reade" <creade@crdslaw.com>, "Junior Rigollet" <jfjrigollet@gmail.com>
Objet : RE: RE : RE: RE : Joly v. Rigollet - Order from 11/23 hearing

Rowland & Mr. Rigollet,

I am good with the modification below regarding the signature block/last past formatting. I have included the addition to paragraph 8 finalizing all edits/modifications. Attached is a final version with e-signatures, please confirm that I may submit to the court.

Thank you,

Logan

From: Rowland Graff <rgraff@CRDSLAW.com>
Sent: Friday, December 10, 2021 2:22 PM
To: Logan Willson <logan@jfnvlaw.com>; Jean François RIGOLLET <rigollet.jfsenior@wanadoo.fr>
Cc: Jared Jennings <jjennings@jfnvlaw.com>; Adam Fulton <afulton@jfnvlaw.com>; Chris Reade <creade@crdslaw.com>; Junior Rigollet <jfjrigollet@gmail.com>
Subject: RE: RE : RE: RE : Joly v. Rigollet - Order from 11/23 hearing

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
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: 12/13/2021

15 "Adam R. Fulton, Esq." .

afulton@jfnvlaw.com

16 "Jared B. Jennings, Esq." .

jjennings@jfnvlaw.com

17 Vicki Bierstedt .

vickib@jfnvlaw.com

18 Adam Fulton

afulton@jfnvlaw.com

19 Jared Jennings

jjennings@jfnvlaw.com

20 Tod Dubow

tdubow@jfnvlaw.com

21 Norma Richter

nrichter@jfnvlaw.com

22 Logan Willson

Logan@jfnvlaw.com

23 R. Reade

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24 Andrew David

adavid@crdslaw.com

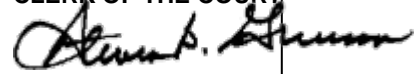
25 Jean RIGOLLET

rigollet.jfsenior@wanadoo.fr

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Afagh Ghayour	aghayour@jfnvlaw.com
Rowland Graff	rgraff@crdslaw.com
Elizabeth Arthur	earthur@crdslaw.com
Angelique Gilbreath	agilbreath@crdslaw.com
Misty Janati	misty@jfnvlaw.com

EXHIBIT 16



1 **NEO**
JARED B. JENNINGS, ESQ.
Nevada Bar No. 7762
Email: jjennings@jfnvlaw.com
2
ADAM R. FULTON, ESQ.
Nevada Bar No. 11572
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LOGAN G. WILLSON, ESQ.
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Email: logan@jfnvlaw.com
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JENNINGS & FULTON, LTD.
2580 Sorrel Street
5
Las Vegas, Nevada 89146
6
Telephone (702) 979-3565
7
Facsimile (702) 362-2060

8 *Attorneys for Plaintiff Max Joly*

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

12 MAX JOLY, an individual

Case No.: A-16-734832-C

13 Plaintiff,

Dept. No.: XXV

14 vs.

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

18 **NOTICE OF ENTRY OF ORDER**
19 **DENYING THE ENTITY**
20 **DEFENDANTS/COUNTERCLAIMANTS'**
21 **MOTION FOR**
22 **RECONSIDERATION**

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;

JENNINGS & FULTON, LTD.
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Las Vegas, Nevada 89146
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DOES 1-10; and ROE CORPORATIONS
1-10,

Counterclaimant,

vs.

MAX JOLY, an individual,

Counter-defendant.

PLEASE TAKE NOTICE that an Order Denying The Entity Defendant/
Counter-Claimants' Motion For Reconsideration, was entered in the above-captioned
matter on the 7th day of March, 2022.

A copy of which is attached hereto.

DATED: March 8, 2022

JENNINGS & FULTON, LTD.

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

JARED B. JENNINGS, ESQ.

Nevada Bar No. 7762

ADAM R. FULTON, ESQ.,

Nevada Bar No. 11572

LOGAN G. WILLSON, ESQ.

Nevada Bar No. 14967

2580 Sorrel Street

Las Vegas, Nevada 89146

Attorneys for Plaintiff Max Joly

1 **CERTIFICATE OF SERVICE**

2 Pursuant to N.R.C.P. 5(b), I hereby certify that I am an employee of JENNINGS &
3 FULTON, LTD., and that on the 8th day of March 2022, I caused a true and correct copy of
4 the foregoing **NOTICE OF ENTRY OF ORDER DENYING THE ENTITY**
5 **DEFENDANT/COUNTER-CLAIMANTS' MOTION FOR RECONSIDERATION**, to
6 be served as follows:

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

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

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

10 JEAN FRANCOIS RIGOLLET
LE MACARON LLC
BYDOO LLC
11 TAHICAN, LLC:

12 JEAN FRANCOIS RIGOLLET
2003 Smoketree Village
13 HENDERSON, Nevada 89012
Defendants/Counterclaimants

14
15 /s/ Misty Janati
16 *An Employee of*
JENNINGS & FULTON, LTD.
17
18
19
20
21
22

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

ORDR

JARED B. JENNINGS, ESQ.
Nevada Bar No. 7762
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ADAM R. FULTON, ESQ.
Nevada Bar No. 11572
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Las Vegas, Nevada 89146
Telephone (702) 979-3565
Facsimile (702) 362-2060

Attorneys for Max Joly and Patricia Joly

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 1-10; and ROE CORPORATIONS 1-10,

Defendants.

Case No.: A-16-734832-C

Dept. No.: XXV

**ORDER DENYING THE ENTITY
DEFENDANTS/COUNTER-
CLAIMANTS' MOTION FOR
RECONSIDERATION**

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 1-10; and ROE CORPORATIONS 1-10,

Counter-Claimants,

vs.

1 MAX JOLY, an individual; PATRICIA
2 JOLY, an individual,

3 Counter-Defendants.
4

5 Defendants/Counter-Claimants Le Macaron, LLC, Bydoo, LLC, and Tahican, LLC's
6 Motion for Reconsideration, having come on regularly for hearing on February 15, 2022,
7 Logan G. Willson, Esq. of the law firm of Jennings & Fulton, Ltd., appearing on behalf of
8 Plaintiff/Counter-Defendant Max Joly and Counter-Defendant Patricia Joly,
9 Defendant/Counter-Claimant Jean Francois Rigollet, appearing in proper person, P. Rowland
10 Graff, Esq. and R. Christopher Reade, Esq., of the law firm of Cory Reade Dows and Shafer,
11 appearing on behalf of Defendants/Counter-Claimants Le Macaron, LLC, Bydoo, LLC, and
12 Tahican, LLC, and upon the Court's consideration of the pleadings and papers on file herein,
13 arguments of counsel and Mr. Rigollet, and good cause appearing,
14

15 **ORDER**

16 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that
17 Defendants/Counter-Claimants Le Macaron, LLC, Bydoo, LLC, and Tahican, LLC's Motion
18 for Reconsideration of the December 14, 2021 Notice of Entry of Order Granting in Part and
19 Denying in Part Plaintiff Max Joly's Motion for Summary Judgment and Plaintiff/Counter-
20 Defendant Max Joly and Counter-Defendant Patricia Joly's Motion for Summary Judgment
21 Against Counter-Claimants' Counter-Claims is Denied.
22

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that a district court
24 may reconsider a previously decided issue if substantially different evidence is subsequently
25 introduced or the decision is clearly erroneous. *Masonry & Tile Contractors Ass'n of S.*
26 *Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741 (1997).
27
28

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the entity
2 Defendants/Counter-Claimants' Motion for Reconsideration is not an issue of one rule
3 superseding another, it boils down to Defendant/Counter-Claimant Jean Francois Rigollet
4 and his role with the entity Defendants/Counter-Claimants in this litigation.

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the record is
6 clear that the entity Defendants/Counter-Claimants did receive service of Plaintiff/Counter-
7 Defendant Max Joly's December 28, 2020 Requests for Admissions.

8 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Court's
9 decision is based on entity Defendants/Counter-Claimants' Motion for Reconsideration of
10 the December 14, 2021 Notice of Entry of Order Granting in Part and Denying in Part
11 Plaintiff Max Joly's Motion for Summary Judgment and Plaintiff/Counter-Defendant Max
12 Joly and Counter-Defendant Patricia Joly's Motion for Summary Judgment Against Counter-
13 Claimants' Counter-Claims and not on the issue of service.

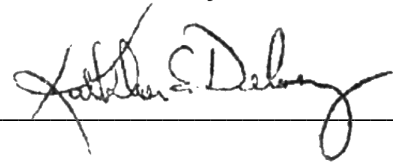
14 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that no
15 substantially different evidence was presented.

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that nothing in the
17 record indicates that the Court's decision was clearly erroneous.

18 **IT IS SO ORDERED.**

Dated this 7th day of March, 2022

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7E9 690 5995 5270
Kathleen E. Delaney
District Court Judge

1 Respectfully Submitted by:
2 DATED: February 28th, 2022
3 **JENNINGS & FULTON, LTD.**

4 /s/ Logan G. Willson, Esq.
5 JARED B. JENNINGS, ESQ.
Nevada Bar No. 7762
6 ADAM R. FULTON, ESQ.
Nevada Bar No. 11572
7 LOGAN G. WILLSON, ESQ.
Nevada Bar No 14967
8 *Attorneys for Max Joly*
9 *and Patricia Joly*

10 Approved as to Form & Content:
11 DATED: February 28, 2022

12 **CORY READE DOWS AND SHAFER**

13 /s/ P. Rowland Graff, Esq.
14 R. Christopher Reade, Esq.
Nevada Bar No.: 006791
15 P. Rowland Graff, Esq.
Nevada Bar No.: 015050
16 1333 North Buffalo Drive, Suite 210
17 Las Vegas, Nevada 89128
(702) 794-4411
18 *Attorneys for Defendants/Counterclaimants Bydoo, LLC,*
19 *Tahican, LLC and Le Macaron, LLC*

Approved as to Form & Content:
DATED: February 28th, 2022

JEAN FRANCOIS RIGOLLET

/s/ Jean Francois Rigollet
JEAN FRANCOIS RIGOLLET
2003 Smoketree Village
Henderson, Nevada 89012
rigollet.jfsenior@wanadoo.fr
Defendant/Counter-Claimant

Logan Willson

From: Rigollet Jf <rigollet.jfsenior@wanadoo.fr>
Sent: Monday, February 28, 2022 10:35 AM
To: Logan Willson
Cc: Rowland Graff; Chris Reade; Adam Fulton; Jared Jennings
Subject: Re: Orders from 2/15 Hearing

Logan

You may esign my name on the three orders.

Jean Francois RIGOLLET
+689-87-36-19-72
rigollet.jfsenior@wanadoo.fr

Le 28 févr. 2022 à 07:08, Logan Willson <logan@jfnvlaw.com> a écrit :

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.

<image001.jpg>

1333 North Buffalo Drive, Suite 210

Las Vegas, Nevada 89128

(702) 794-4411

Fax: (702) 794-4421

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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<2022.02.25 Order Denying Entity Defendants Motion for Reconsideration (rg redlined).docx>

<2022.02.25 Order Denying Rigollet's Motion for Reconsideration (rg redlined).docx>

<2022.02.25 Order Denying Rigollet's Motion to Deem RFA's Admitted (rg redlined).docx>

<2022.02.25 - Order on Motion to Expunge Lis Pendens (rg redline).docx>

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
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

15 "Adam R. Fulton, Esq." .

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