

In the Supreme Court of Nevada

TRUDI LEE LYTLE; and JOHN ALLEN LYTLE, as
trustees of THE LYTLE TRUST,

Appellants,

vs.

SEPTEMBER TRUST, DATED MARCH 23, 1972;
GERRY R. ZOBRIST AND JOLIN G. ZOBRIST, as
trustees of the GERRY R. ZOBRIST AND JOLIN G.
ZOBRIST FAMILY TRUST; RAYNALDO G. SANDOVAL
AND JULIE MARIE SANDOVAL GEGEN, as Trustees
of the RAYNALDO G. AND EVELYN A. SANDOVAL
JOINT LIVING AND DEVOLUTION TRUST DATED
MAY 27, 1992; DENNIS A. GEGEN AND JULIE S.
GEGEN, Husband and wife, as joint tenants,

Respondents.

Electronically Filed
Apr 08 2024 03:49 PM
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

from the Eighth Judicial District Court, Clark County
The Honorable TIMOTHY C. WILLIAMS, District Judge
District Court Case Nos. A-16-747800-C,
consolidated with A-17-765372-C

APPELLANTS' APPENDIX

VOLUME 8

PAGES 1751-2000

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CERTIFICATE OF SERVICE

I certify that on April 8, 2024, I submitted the foregoing
“Appellants’ Appendix” for filing *via* the Court’s eFlex electronic filing
system. Electronic notification will be sent to the following:

Kevin B. Christensen
Wesley J. Smith
Laura J. Wolff
CHRISTENSEN JAMES & MARTIN
7740 W. Sahara Avenue
Las Vegas, Nevada 89117

Attorneys for Respondents

/s/ Jessie M. Helm
An Employee of Lewis Roca Rothgerber Christie LLP

APPROVED AS TO FORM AND CONTENT:

LEWIS ROCA ROTHGERBER CHRISTIE LLP

/s/ Dan R. Waite

July 6, 2020

Dated: June ____, 2020.

Dan R. Waite, Esq.
Nevada Bar No. 4078
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
(702) 949-8200
Attorneys for the "Lytle Trust"

FIDELITY NATIONAL LAW GROUP

Dated: June ____, 2020.

Christina H. Wang, Esq.
Nevada Bar No. 9713
8363 w. Sunset Road, Suite 120
Las Vegas, Nevada 89113
(702) 667-3000
Attorneys for the "Dismans"

matters set forth herein and shall be binding upon and inure to the benefit of the successors, heirs, and assigns of each Party.

8.0 Counterparts: This Agreement may be executed in counterparts, and via email in pdf format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by email in pdf format are deemed to be original signatures and binding on the Parties.

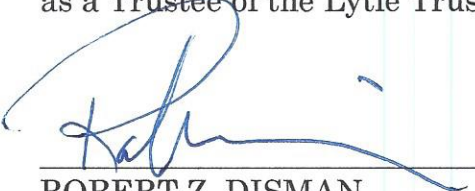
We have fully read and understand the terms of the foregoing Settlement Agreement and have had an opportunity to consult with an attorney and, being fully advised, freely and voluntarily execute this Settlement Agreement.

TRUDI LEE LYTLE, individually and
as a Trustee of the Lytle Trust

This ____ day of July, 2020.

JOHN ALLEN LYTLE, individually and
as a Trustee of the Lytle Trust

This ____ day of July, 2020.



ROBERT Z. DISMAN

This _2nd_ day of July, 2020.



YVONNE A. DISMAN

This _2nd_ day of July, 2020.

[Signatures of counsel on p. 4]

APPROVED AS TO FORM AND CONTENT:

LEWIS ROCA ROTHGERBER CHRISTIE LLP

Dated: June ____, 2020.

Dan R. Waite, Esq.
Nevada Bar No. 4078
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
(702) 949-8200
Attorneys for the "Lytle Trust"

FIDELITY NATIONAL LAW GROUP

/s/ Christina H. Wang

Dated: July 2, 2020.

Christina H. Wang, Esq.
Nevada Bar No. 9713
8363 w. Sunset Road, Suite 120
Las Vegas, Nevada 89113
(702) 667-3000
Attorneys for the "Dismans"

EXHIBIT P

001754

IN THE SUPREME COURT OF THE STATE OF NEVADA

TRUDI LEE LYTLE; AND JOHN
ALLEN LYTLE, AS TRUSTEES OF THE
LYTLE TRUST,

Appellants,

vs.

SEPTEMBER TRUST, DATED MARCH
23, 1972; GERRY R. ZOBRIST AND
JOLIN G. ZOBRIST, AS TRUSTEES OF
THE GERRY R. ZOBRIST AND JOLIN
G. ZOBRIST FAMILY TRUST;
RAYNALDO G. SANDOVAL AND
JULIE MARIE SANDOVAL GEGEN, AS
TRUSTEES OF THE RAYNALDO G.
AND EVELYN A. SANDOVAL JOINT
LIVING AND DEVOLUTION TRUST
DATED MAY 27, 1992; DENNIS A.
GEGEN AND JULIE S. GEGEN,
HUSBAND AND WIFE, AS JOINT
TENANTS; ROBERT Z. DISMAN; AND
YVONNE A. DISMAN,
Respondents.

No. 81390

FILED

FEB 18 2022

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

ORDER DISMISSING APPEAL

This appeal challenges a district court order holding appellants in contempt and a subsequent order clarifying the contempt order in a real property action. Eighth Judicial District Court, Clark County; Timothy C. Williams, Judge.¹

After successfully litigating three separate cases against their homeowners' association, appellants Trudi Lee Lytle, John Allen Lytle, and the Lytle Trust (the Lytles) secured judgments against the association

¹Pursuant to NRAP 34(f)(1), we have determined that oral argument is not warranted.

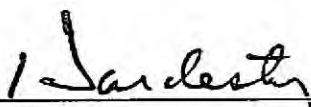
totaling approximately \$1.8 million. After this court upheld permanent injunctions prohibiting the Lytles from enforcing those judgments against the other homeowners in the association, *see Lytle v. Boulden*, No. 73039, 2018 WL 6433005 (Nev. Dec. 4, 2018) (Order of Affirmance); *Lytle v. September Trust*, Nos. 76198, 77007, 2020 WL 1033050 (Nev. March 2, 2020) (Order of Affirmance), the Lytles sought and secured a court-appointed receiver over the association in a separate district court action. Because the receiver's powers included the ability to make special assessments against the association's homeowners, respondents, several homeowners in the association, moved in the injunction case for an order to show cause why the Lytles should not be held in contempt for violating the injunction. The district court granted the respondents' motion, held the Lytles in contempt, and subsequently entered an order clarifying that its injunction prohibited the Lytles from taking any action against the association that would result in the homeowners paying the Lytles' judgments against the association.

Our review of this appeal reveals a jurisdictional defect, as no statute or rule appears to authorize an appeal from a district court contempt order. *See Brown v. MHC Stagecoach, LLC*, 129 Nev. 343, 344, 301 P.3d 850, 850 (2013) ("This court has jurisdiction to consider an appeal only when the appeal is authorized by statute or court rule."). This court has previously explained that contempt orders that seek to ensure "compliance with the district court's orders," like that involved here, are more appropriately challenged by a writ petition. *Pengilly v. Rancho Santa Fe Homeowners Ass'n*, 116 Nev. 646, 649-50, 5 P.3d 569, 571 (2000). Although appellants assert that the order is appealable as a special order after final judgment, *see* NRAP 3A(b)(8), they do not demonstrate that the order affects

their rights arising from the final judgment (the injunction), *see Gumm v. Mainor*, 118 Nev. 912, 914, 59 P.3d 1220, 1221 (2002) (providing that an appealable special order after final judgment “must be an order affecting rights incorporated in the judgment”). And we are not persuaded by appellants’ argument that the order is appealable pursuant to NRAP 3A(b)(3) because it grants new injunctive relief. *See* NRAP 3A(b)(3) (authorizing an appeal from a district court order granting or denying an injunction). Accordingly, this court lacks jurisdiction and we

ORDER this appeal DISMISSED.²

 C.J.
Parraguirre

 J.
Hardesty

 Sr.J.
Gibbons

cc: Hon. Timothy C. Williams, District Judge
Israel Kunin, Settlement Judge
Lewis Roca Rothgerber Christie LLP/Las Vegas
Fidelity National Law Group/Las Vegas
Christensen James & Martin
Eighth District Court Clerk

²The Honorable Mark Gibbons, Senior Justice, participated in the decision of this matter under a general order of assignment.

EXHIBIT Q

001758

001758

IN THE SUPREME COURT OF THE STATE OF NEVADA

TRUDI LEE LYTLE; AND JOHN
ALLEN LYTLE, AS TRUSTEES OF
THE LYTLE TRUST,

Appellants,

vs.

SEPTEMBER TRUST, DATED MARCH
23, 1972; GERRY R. ZOBRIST AND
JOLIN G. ZOBRIST, AS TRUSTEES OF
THE GERRY R. ZOBRIST AND JOLIN
G. ZOBRIST FAMILY TRUST;
RAYNALDO G. SANDOVAL AND
JULIE MARIE SANDOVAL GEGEN, AS
TRUSTEES OF THE RAYNALDO G.
AND EVELYN A. SANDOVAL JOINT
LIVING AND DEVOLUTION TRUST
DATED MAY 27, 1992; DENNIS A.
GEGEN AND JULIE S. GEGEN,
HUSBAND AND WIFE, AS JOINT
TENANTS,

Respondents.

TRUDI LEE LYTLE; AND JOHN
ALLEN LYTLE, AS TRUSTEES OF
THE LYTLE TRUST,

Petitioners,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF
CLARK; AND THE HONORABLE
TIMOTHY C. WILLIAMS, DISTRICT
JUDGE,

Respondents,

and

SEPTEMBER TRUST, DATED MARCH
23, 1972; GERRY R. ZOBRIST AND

No. 81689

FILED

DEC 29 2022

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

No. 84538

JOLIN G. ZOBRIST, AS TRUSTEES OF
THE GERRY R. ZOBRIST AND JOLIN
G. ZOBRIST FAMILY TRUST;
RAYNALDO G. SANDOVAL AND
JULIE MARIE SANDOVAL GEGEN, AS
TRUSTEES OF THE RAYNALDO G.
AND EVELYN A. SANDOVAL JOINT
LIVING AND DEVOLUTION TRUST
DATED MAY 27, 1992; DENNIS A.
GEGEN AND JULIE S. GEGEN,
HUSBAND AND WIFE, AS JOINT
TENANTS; ROBERT Z. DISMAN; AND
YVONNE A. DISMAN,
Real Parties in Interest.

*ORDER AFFIRMING IN DOCKET NO. 81689 AND DENYING
PETITION FOR A WRIT OF MANDAMUS IN DOCKET NO. 84538*

Docket No. 84538 is an original petition for a writ of mandamus or, alternatively, prohibition challenging a contempt order in a real property action. It is consolidated with Docket No. 81689, an appeal challenging an award of attorney fees and costs relating to the contempt order. Petitioners/appellants, Trudi and John Lytle as trustees of the Lytle Trust ("the Lytles"), and real parties in interest/respondents ("Property Owners") own homes that are part of non-party Rosemere Estates Property Owners Association ("Association"). After extensive litigation against the Association over assessments recorded against the Lytles' property under an amended version of the CC&Rs, the Amended CC&Rs were declared *void ab initio* and the Lytles were awarded judgments totaling more than \$1.4 million.¹ Importantly, the original CC&Rs do not allow for the Association to impose assessments on property owners. The Lytles' attempts to collect

¹The Property Owners were not parties to the cases awarding judgments against the Association.

led them to record abstracts of judgments and *lis pendens* against the Property Owners' homes. The Property Owners brought separate cases, which were later consolidated, seeking to strike the recorded judgments and enjoin future collection attempts against them (the "resident actions"). In May 2018, the district court in the resident actions permanently enjoined the Lytles from "recording or enforcing" judgments obtained against the Association against the Property Owners' homes or "taking any action in the future directly against" the Property Owners or their homes in relation to the judgments ("May 2018 Order").²

The Lytles then commenced a new action (the "receivership action") seeking the appointment of a receiver over the Association to facilitate payment of the prior judgments. The receivership action was randomly assigned to a different district court department than the one handling the resident actions. In the receivership action, the Lytles specifically requested that the receiver have the power to "[i]ssue a special assessment upon all owners within the Association, except the Lytle Trust, to satisfy (or, at least, partially satisfy) the Lytle Trust's judgments against the Association." The Lytles informed the district court in the receivership action that the Amended CC&Rs had been declared *void ab initio* in earlier litigation but nonetheless argued the Association had the authority to make assessments against individual homeowners under the Amended CC&Rs. The Lytles also did not inform the district court in the receivership action of the injunctions issued in the resident actions. Ultimately, the district

²This court affirmed that order on appeal. *Lytle v. September Trust*, Dated March 23, 1972, Nos. 76198, 77007, 2020 WL 1033050 (Nev. Mar. 2, 2020) (Order of Affirmance).

court in the receivership action appointed the receiver as requested and empowered the receiver to impose assessments on the Property Owners.

After learning of the receiver's appointment, the Property Owners filed a motion for an order to show cause in the resident actions why the Lytles should not be held in contempt for violating the May 2018 Order entered in those cases. The district court in the resident actions granted the motion, holding the Lytles in contempt and ordering the Lytles to pay attorney fees and costs to the Property Owners.

Because the district court did not manifestly abuse its discretion by holding the Lytles in contempt, we deny the requested writ relief.³ See *Pengilly v. Rancho Santa Fe Homeowners Ass'n*, 116 Nev. 646, 650, 5 P.3d 569, 571 (2000) (providing that contempt orders may be challenged through a writ petition, but mandamus is typically only available to control a "manifest abuse of discretion" and "[w]hether a person is guilty of contempt is generally within the particular knowledge of the district court, and the district court's order should not lightly be overturned"). We conclude the May 2018 Order clearly and unambiguously prohibited the Lytles' future reliance on the Association's powers under the Amended CC&Rs.⁴ See *Mack-Manley v. Manley*, 122 Nev. 849, 858, 138

³While the Lytles alternatively seek a writ of prohibition, we conclude mandamus relief is proper because they do not assert that the district court exceeded its jurisdiction by entering the contempt order. See NRS 34.320.

⁴While we conclude that the Lytles were prohibited from enforcing the powers in the Amended CC&Rs, nothing in the plain text of the May 2018 Order prohibited them from seeking the appointment of a receiver over the Association. See *U.S. Bank Nat'l Ass'n v. Palmilla Dev. Co.*, 131 Nev. 72, 77, 343 P.3d 603, 606 (2015) (explaining that an appointed receiver is merely an officer of the court, with "no powers other than those conferred

P.3d 525, 532 (2006) (“An order on which a judgment of contempt is based must be clear and unambiguous.”). The May 2018 order enjoined the Lytles “from taking any action in the future directly against” the Property Owners or their homes, and included findings of fact noting that the Amended CC&Rs had no force and effect. Further, at various stages of the Lytles’ litigation, the district courts and this court issued orders that the Amended CC&Rs were *void ab initio* and the Association had no power through the original CC&Rs or NRS Chapter 116 to make assessments against the unit owners. *See Lytle v. September Trust, Dated March 23, 1972*, Nos. 76198, 77007, 2020 WL 1033050, at *2 (Nev. Mar. 2, 2020). That constitutes law of the case here. *See Dictor v. Creative Mgmt. Servs., LLC*, 126 Nev. 41, 44, 223 P.3d 332, 334 (2010) (stating that under the law-of-the-case doctrine when an appellate court decides a principle or rule of law either expressly or by necessary implication, “that decision governs the same issues in subsequent proceedings in that case”); *LoBue v. State ex rel. Dep’t of Highways*, 92 Nev. 529, 532, 554 P.2d 258, 260 (1976) (“The law of the first appeal is the law of the case on all subsequent appeals in which the facts are substantially the same.” (internal quotation marks omitted)).

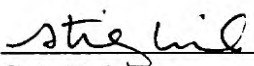
We further conclude that the Lytles disobeyed the order of the district court in the resident actions when applying for the receiver in the receivership action by arguing that under the Amended CC&Rs, “the Association has the power and authority to assess each ‘Lot’ or unit for the total amount of any judgments against the Association in proportion to ownership within the Association.” A district court may hold a party in contempt for their “[d]isobedience or resistance to any
upon him by the order of his appointment” (internal quotation marks omitted).

lawful . . . order . . . issued by the court.” NRS 22.010(3). In holding the Lytles in contempt, the district court relied, in part, on their having argued that the Association, through the receiver, could make special assessments on the Property Owners for the purpose of paying the judgments when the Association had no power to do so under the original CC&Rs. Discerning no manifest abuse of discretion in the district court’s ruling, we deny the Lytles’ petition for a writ of mandamus.

Additionally, the Lytles appeal of the attorney fee award was premised solely only on their argument that the fee award must be reversed if their petition was granted. Because we deny the petition, we necessarily affirm the attorney fees awarded as a result of the contempt order. *See, e.g., Bower v. Harrah’s Laughlin, Inc.*, 125 Nev. 470, 494-95, 215 P.3d 709, 726 (2009) (“[I]f we reverse the underlying decision of the district court that made the recipient of the costs the prevailing party, we will also reverse the costs award.”). Accordingly, we

DENY the petition in Docket No. 84538 and AFFIRM the district court order challenged in Docket No. 81689.

, J.
Hardesty

, J.
Stiglich

, J.
Herndon

cc: Hon. Timothy C. Williams, District Judge
Lewis Roca Rothgerber Christie LLP/Las Vegas
Christensen James & Martin
Fidelity National Law Group/Las Vegas
Eighth District Court Clerk

001765

EXHIBIT R

001766

IN THE SUPREME COURT OF THE STATE OF NEVADA

TRUDI LEE LYTLE; AND JOHN
ALLEN LYTLE, AS TRUSTEES OF THE
LYTLE TRUST,

Appellants,

vs.

SEPTEMBER TRUST, DATED MARCH
23, 1972; GERRY R. ZOBRIST AND
JOLIN G. ZOBRIST, AS TRUSTEES OF
THE GERRY R. ZOBRIST AND JOLIN
G. ZOBRIST FAMILY TRUST;
RAYNALDO G. SANDOVAL AND
JULIE MARIE SANDOVAL GEGEN, AS
TRUSTEES OF THE RAYNALDO G.
AND EVELYN A. SANDOVAL JOINT
LIVING AND DEVOLUTION TRUST
DATED MAY 27, 1992; DENNIS A.
GEGEN AND JULIE S. GEGEN,
HUSBAND AND WIFE, AS JOINT
TENANTS,

Respondents.

TRUDI LEE LYTLE; AND JOHN
ALLEN LYTLE, AS TRUSTEES OF THE
LYTLE TRUST,

Petitioners,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF
CLARK; AND THE HONORABLE
TIMOTHY C. WILLIAMS, DISTRICT
JUDGE,

Respondents,

and

SEPTEMBER TRUST, DATED MARCH
23, 1972; GERRY R. ZOBRIST AND
JOLIN G. ZOBRIST, AS TRUSTEES OF
THE GERRY R. ZOBRIST AND JOLIN
G. ZOBRIST FAMILY TRUST;

No. 81689

FILED

FEB 13 2023

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

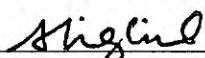
No. 84538


RAYNALDO G. SANDOVAL AND
JULIE MARIE SANDOVAL GEGEN, AS
TRUSTEES OF THE RAYNALDO G.
AND EVELYN A. SANDOVAL JOINT
LIVING AND DEVOLUTION TRUST
DATED MAY 27, 1992; DENNIS A.
GEGEN AND JULIE S. GEGEN,
HUSBAND AND WIFE, AS JOINT
TENANTS; ROBERT Z. DISMAN; AND
YVONNE A. DISMAN,
Real Parties in Interest.

ORDER DENYING REHEARING

Rehearing denied. NRAP 40(c).

It is so ORDERED.¹


_____, C.J.
Stiglich


_____, J.
Herndon

cc: Hon. Timothy C. Williams, District Judge
Lewis Roca Rothgerber Christie LLP/Las Vegas
Christensen James & Martin
Eighth District Court Clerk

¹The Honorable Justice Hardesty having retired did not participate in the decision on rehearing.

EXHIBIT S

001769

IN THE SUPREME COURT OF THE STATE OF NEVADA

TRUDI LEE LYTLE; AND JOHN
ALLEN LYTLE, AS TRUSTEES OF THE
LYTLE TRUST,

Appellants,

vs.

SEPTEMBER TRUST, DATED MARCH
23, 1972; GERRY R. ZOBRIST AND
JOLIN G. ZOBRIST, AS TRUSTEES OF
THE GERRY R. ZOBRIST AND JOLIN
G. ZOBRIST FAMILY TRUST;
RAYNALDO G. SANDOVAL AND
JULIE MARIE SANDOVAL GEGEN, AS
TRUSTEES OF THE RAYNALDO G.
AND EVELYN A. SANDOVAL JOINT
LIVING AND DEVOLUTION TRUST
DATED MAY 27, 1992; DENNIS A.
GEGEN AND JULIE S. GEGEN,
HUSBAND AND WIFE, AS JOINT
TENANTS,
Respondents.

TRUDI LEE LYTLE; AND JOHN
ALLEN LYTLE, AS TRUSTEES OF THE
LYTLE TRUST,

Petitioners,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF
CLARK; AND THE HONORABLE
TIMOTHY C. WILLIAMS, DISTRICT
JUDGE,

Respondents,

and

SEPTEMBER TRUST, DATED MARCH
23, 1972; GERRY R. ZOBRIST AND
JOLIN G. ZOBRIST, AS TRUSTEES OF
THE GERRY R. ZOBRIST AND JOLIN
G. ZOBRIST FAMILY TRUST;

No. 81689

FILED

MAR 27 2023

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

No. 84538

RAYNALDO G. SANDOVAL AND
JULIE MARIE SANDOVAL GEGEN, AS
TRUSTEES OF THE RAYNALDO G.
AND EVELYN A. SANDOVAL JOINT
LIVING AND DEVOLUTION TRUST
DATED MAY 27, 1992; DENNIS A.
GEGEN AND JULIE S. GEGEN,
HUSBAND AND WIFE, AS JOINT
TENANTS; ROBERT Z. DISMAN; AND
YVONNE A. DISMAN,
Real Parties in Interest.

ORDER DENYING EN BANC RECONSIDERATION

Having considered the petition on file herein, we have concluded that en banc reconsideration is not warranted. NRAP 40A. Accordingly, we

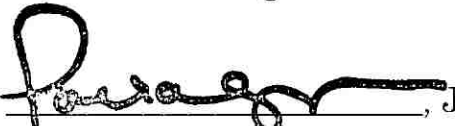
ORDER the petition DENIED.¹


_____, C.J.
Stiglich

_____, J.
Cadish

_____, J.
Pickering

_____, J.
Herndon

_____, J.
Parraguirre

_____, J.
Bell

¹The Honorable Patricia Lee, Justice, did not participate in the decision in this matter

cc: Hon. Timothy C. Williams, District Judge
Lewis Roca Rothgerber Christie LLP/Las Vegas
Christensen James & Martin
Eighth District Court Clerk

001772

EXHIBIT T

001773

IN THE SUPREME COURT OF THE STATE OF NEVADA

TRUDI LEE LYTLE; AND JOHN ALLEN
LYTLE, AS TRUSTEES OF THE LYTLE
TRUST,

Appellants,

vs.

SEPTEMBER TRUST, DATED MARCH 23,
1972; GERRY R. ZOBRIST AND JOLIN G.
ZOBRIST, AS TRUSTEES OF THE GERRY R.
ZOBRIST AND JOLIN G. ZOBRIST FAMILY
TRUST; RAYNALDO G. SANDOVAL AND
JULIE MARIE SANDOVAL GEGEN, AS
TRUSTEES OF THE RAYNALDO G. AND
EVELYN A. SANDOVAL JOINT LIVING AND
DEVOLUTION TRUST DATED MAY 27, 1992;
DENNIS A. GEGEN AND JULIE S. GEGEN,
HUSBAND AND WIFE, AS JOINT TENANTS,
Respondents.

Supreme Court No. 81689

District Court Case No. A747800

TRUDI LEE LYTLE; AND JOHN ALLEN
LYTLE, AS TRUSTEES OF THE LYTLE
TRUST,

Petitioners,

vs.

THE EIGHTH JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA, IN AND FOR
THE COUNTY OF CLARK; AND THE
HONORABLE TIMOTHY C. WILLIAMS,
DISTRICT JUDGE,

Respondents,

and

SEPTEMBER TRUST, DATED MARCH 23,
1972; GERRY R. ZOBRIST AND JOLIN G.
ZOBRIST, AS TRUSTEES OF THE GERRY R.
ZOBRIST AND JOLIN G. ZOBRIST FAMILY
TRUST; RAYNALDO G. SANDOVAL AND
JULIE MARIE SANDOVAL GEGEN, AS
TRUSTEES OF THE RAYNALDO G. AND
EVELYN A. SANDOVAL JOINT LIVING AND
DEVOLUTION TRUST DATED MAY 27, 1992;
DENNIS A. GEGEN AND JULIE S. GEGEN,
HUSBAND AND WIFE, AS JOINT TENANTS;
ROBERT Z. DISMAN; AND YVONNE A.

DISMAN,
Real Parties in Interest.

REMITTITUR

TO: Steven D. Grierson, Eighth District Court Clerk

Pursuant to the rules of this court, enclosed are the following:

Certified copy of Judgment and Opinion/Order.
Receipt for Remittitur.

DATE: April 21, 2023

Elizabeth A. Brown, Clerk of Court

By: Elyse Hooper
Administrative Assistant

cc (without enclosures):

Hon. Timothy C. Williams, District Judge
Lewis Roca Rothgerber Christie LLP/Las Vegas \ Joel D. Henriod\ Daniel F.
Polsenberg\ Dan R. Waite
Christensen James & Martin \ Kevin B. Christensen\ Wesley J. Smith\ Laura J.
Wolff
Fidelity National Law Group/Las Vegas \ Christina H. Wang

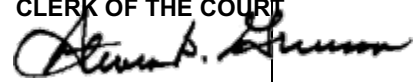
RECEIPT FOR REMITTITUR

Received of Elizabeth A. Brown, Clerk of the Supreme Court of the State of Nevada, the
REMITTITUR issued in the above-entitled cause, on _____.

District Court Clerk

34

34



MAFC
CHRISTENSEN JAMES & MARTIN
KEVIN B. CHRISTENSEN, ESQ. (175)
WESLEY J. SMITH, ESQ. (11871)
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*Attorneys for September Trust, Zobrist Trust, Sandoval Trust,
and Dennis & Julie Gegen*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

MARJORIE B. BOULDEN, TRUSTEE OF
THE MARJORIE B. BOULDEN TRUST, *et*
al.,

Plaintiffs,

vs.

TRUDI LEE LYTLE, *et al.*,

Defendants.

Case No.: A-16-747800-C
Dept. No.: XVI

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

Hearing Requested

SEPTEMBER TRUST, DATED MARCH 23,
1972, *et al.*,

Plaintiffs,

vs.

TRUDI LEE LYTLE AND JOHN ALLEN
LYTLE, AS TRUSTEES OF THE LYTLE
TRUST, *et al.*,

Defendants.

Case No.: A-17-765372-C
Dept. No.: XVI

Consolidated

Plaintiffs September Trust, dated March 23, 1972 ("September Trust"), Gerry R. Zobrist and Jolin G. Zobrist, as Trustees of the Gerry R. Zobrist and Jolin G. Zobrist Family Trust ("Zobrist Trust"), Raynaldo G. Sandoval and Julie Marie Sandoval Gegen, as Trustees of the Raynaldo G. and Evelyn A. Sandoval Joint Living and Devolution Trust Dated May 27, 1992 ("Sandoval Trust"), and Dennis A. Gegen and Julie S. Gegen, Husband and Wife, as Joint

Tenants (“Gegen”) (collectively the “Plaintiffs”), by and through their attorneys, Christensen James & Martin (“CJM”), hereby move this Court for an award of attorney’s fees and costs for the period of May 1, 2020, through April 30, 2023. This Motion is based upon the following Memorandum of Points and Authorities, the Declaration of Counsel Wesley J. Smith, the Exhibits filed herewith, and the pleadings and papers on file with the Court.

DATED this 12th day of May, 2023.

CHRISTENSEN JAMES & MARTIN

By: /s/ Wesley J. Smith, Esq.

Wesley J. Smith, Esq.

Nevada Bar No. 11871

Attorneys for September Trust, Zobrist Trust, Sandoval Trust, and Gegen

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

This Motion presents a straightforward request for fees and costs incurred from May 1, 2020 through April 30, 2023. The Court has previously awarded fees to the Plaintiffs for prior periods. The Court’s prior fee orders have withstood appellate scrutiny and were affirmed by the Nevada Supreme Court, making them the law of the case here. The fees requested here were incurred in further defense of the Plaintiffs’ property rights to protect against efforts by the Lytle Trust to collect the Rosemere Judgments from the Plaintiffs—efforts that have been declared unlawful on multiple occasions by both this Court and the Nevada Supreme Court. The Plaintiffs have now defeated all efforts to appeal this Court’s May 2018 Order and Contempt Order, including prevailing on the Lytle Trust’s Petition of Writ of Mandamus, which was denied on December 29, 2022 and separate petitions filed by the Lytle Trust seeking rehearing and also en banc reconsideration. Below, the Plaintiffs establish that they are entitled to an award of attorney’s fees in the amount of \$143,117.00 and costs in the amount of \$3,896.51, based on the law of the case, the CC&Rs, NRS 18.010(2)(b), NRS 22.100(3), and EDCR 7.60(b).

1 II.

2 PROCEDURAL HISTORY

3 The history of this case is detailed in this Court's prior orders in these consolidated cases,
4 which are hereby incorporated by reference.¹ The Supreme Court's Orders, which, in *every*
5 *instance*, affirmed this Court's Orders in favor of the Plaintiffs and similarly situated property
6 owners, are hereby incorporated by reference as well.²

7 The Court has been waiting for the Lytle Trust's appeal from the Contempt Order and
8 Second Fees Order and Petition for Writ of Mandamus from the Contempt Order to be resolved.³

9 ¹ The Court has entered several substantive Orders relevant to this Motion which will be referred
10 to herein, including: 1) Findings of Fact, Conclusions of Law, and Order Granting the Boulden
11 Trust and Lamothe Trust's Motion for Partial Summary Judgment (4/26/2017) ("April 2017
12 Order"); 2) Order Granting Plaintiffs' Motion to Cancel *Lis Pendens* and Order Denying Motion
13 to Hold Defendants and/or Their Counsel in Contempt of Court (6/23/2017) ("Lis Pendens
14 Order"); 3) Order Granting Motion to Alter or Amend Findings of Fact and Conclusions of Law
15 (7/27/2017) ("July 2017 Order"); 4) Order Granting Motion for Summary Judgment or, in the
16 Alternative, Motion for Judgment on the Pleadings and Denying Countermotion for Summary
17 Judgment (5/24/2018) ("May 2018 Order"); 5) Order Regarding Plaintiffs' Motion for
18 Attorney's Fees and Costs and Memorandum of Costs and Disbursements and Defendants'
19 Motion to Retax and Settle Memorandum of Costs (9/12/2018) ("First Fees Order"); 6) Findings
20 of Fact, Conclusions of Law and Order Granting Robert Z. Disman and Yvonne A. Disman's
21 Motion for Attorney's Fees (9/6/2019) ("Disman Fees Order"); 7) Order Granting Plaintiffs'
22 Motion for Attorneys' Fees and Costs and order Denying Defendants' Motion to Retax and
23 Settle Costs (9/20/2019) ("Boulden Lamothe Fees Order"); 8) Order Granting Plaintiffs' Motion
24 for Order to Show Cause Why the Lytle Trust Should Not Be Held in Contempt for Violation of
Court Orders (5/22/2020) ("Contempt Order"); and 9) Order Granting Plaintiffs' Motion to
Amend Order Granting in Part and Denying in Part Plaintiffs' Motion for Attorney's Fees and
Costs Pursuant to NRCF 52(B) (4/30/2021) ("Second Fees Order").

25 ² Including the following: 1) the Nevada Supreme Court issued an Order of Affirmance of the
26 July 2017 Order on December 4, 2018 ("First Order of Affirmance") (*Lytle v. Boulden*, No.
73039, 432 P.3d 167 (Table), 2018 WL 6433005, 2018 Nev. Unpub. LEXIS 1087 (Nev. Dec. 4,
2018)); 2) the Nevada Supreme Court entered its Order of Affirmance of the May 2018 Order
and First Fees Order on March 2, 2020 ("Second Order of Affirmance") (*Lytle v. Sept. Tr., Dated*
22 *Mar. 23, 1972*, No. 76198, 458 P.3d 361 (Table), 2020 WL 1033050, 2020 Nev. Unpub. LEXIS
237 (Nev. Mar. 2, 2020)); and 3) the Nevada Supreme Court entered its Order Dismissing
Appeal on February 18, 2022 ("Dismissal Order"), thereby dismissing the Lytle Trust's direct
appeal from the Contempt Order (*Lytle v. September Trust*, Case No. 81390, 504 P.3d 525
(Table), 2022 Nev. Unpub. LEXIS 132, 2022 WL 510030 (Nev. Feb. 18, 2022)).

25 ³ A prior motion for attorney's fees and costs for the period of May 1, 2020 through February 28,
26 2022, was denied without prejudice. That motion was filed following entry of the Dismissal
Order when there were no appeals pending. The Lytle Trust filed its Petition for Writ of

The Supreme Court affirmed those Orders on December 29, 2022, when it issued its Order Affirming In Docket No. 81689 And Denying Petition For A Writ Of Mandamus In Docket No. 84538 (“Supreme Court Order (12/29/22)”) (available at *Lytle v. September Trust*, Consolidated Case Nos. 81689 & 84538, 523 P.3d 532 (Table), 2022 Nev. Unpub. LEXIS 912 (Nev. Dec. 29, 2022). The Lytle Trust’s Petition for Rehearing was denied on February 13, 2023. The Lytle Trust’s Petition for En Banc Reconsideration was denied on March 27, 2023. The Supreme Court’s Certificate of Judgment and Remittitur was filed in this Case on April 24, 2024.

III.

PRIOR FEE ORDERS

The Plaintiffs were already awarded attorney’s fees and costs in this Case in the First Fees Order, which covered Plaintiffs’ fees and costs incurred through May 22, 2018. The Court awarded fees to Plaintiffs based on NRS 18.010(2)(b), holding as follows:

The Defendants had notice of the Order entered by Judge Williams in Case No. A-16-747900-C in favor of substantially similarly situated property owners as the Plaintiffs. After the Order was entered and prior to this Case being filed by the Plaintiffs, the Defendants were given opportunity to avoid this litigation and to preserve their legal arguments for appeal. As this Court has already held, Judge Williams’ Order is law of the case and binding on this Court. Therefore, given the directive in NRS 18.010(b) to liberally construe the paragraph in favor of awarding attorney’s fees, *the Court finds that the Defendants’ defense to this action was maintained without reasonable ground.*

First Fees Order at 5:11-19 (emphasis added). In awarding fees to the Plaintiffs in the First Fees Order, the Court did not reach alternative grounds for an award of fees argued by the Plaintiffs, including a request to award fees pursuant to the contractual provisions of the CC&Rs. The Nevada Supreme Court affirmed the First Fees Order, stating:

We previously addressed in Docket No. 73039 whether the Lytles could rely on NRS 116.3117 to record abstracts of judgment against the individual properties in

Mandamus the day before the hearing on the Motion, further extending this case and prompting the Court to deny the motion without prejudice as premature. Since that time, the Petition for Writ of Mandamus has been denied, the Second Fees Order affirmed, and once again, there are no pending appeals. All appeals and the writ petition were resolved in favor of the Plaintiffs and affirmed this Court’s Orders. The instant motion is therefore timely and ripe for consideration.

1 Rosemere. That decision constitutes law of the case here, where the respondents'
2 case has been consolidated with the Boulden/Lamothe case and the claims and
3 legal issues in the two are substantially the same....

4 Under these particular facts, therefore, we conclude the district court did not
5 abuse its discretion by concluding *the Lytles maintained their defense without*
6 *reasonable ground, and we affirm the award of attorney fees.*

7 Second Order of Affirmance at *5-6, 8 (emphasis added). As expressly declared by the Nevada
8 Supreme Court, the findings and conclusions that 1) the Lytle Trust maintained their defense
9 without reasonable ground, and 2) that the Plaintiffs are entitled to an award of fees and costs
10 under NRS 18.010(2)(b), are law of the case.

11 This Court also awarded fees and costs to the other plaintiff property owners in this
12 consolidated case (Disman, Boulden, and Lamothe). *See* Disman Fees Order; Boulden Lamothe
13 Fees Order. There, this Court awarded attorney's fees and costs under Section 25 of the CC&Rs.
14 Disman Fees Order at 8:14-20; Boulden Lamothe Fees Order at 8:6-9. The Court ruled that
15 "Section 25 of the CC&Rs is a mandatory provision regarding the award of attorneys' fees and
16 costs being paid by the losing party in any legal or equitable proceeding for the enforcement of
17 or to restrain the violation of the CC&Rs or any provision thereof." Boulden Lamothe Fees
18 Order at 8:6-9. These prevailing parties were awarded all their fees and costs incurred in this
19 case, *including all fees and costs for the appeal* that led to the First Order of Affirmance. *See*
20 Disman Fees Order at 8:6; Boulden Lamothe Fees Order at 8:18-22.

21 On May 22, 2020, the Court entered its Contempt Order concluding that the Lytle Trust
22 had both directly and indirectly violated the May 2018 Order, that a party may be held in
23 contempt for violating court orders and explained that the Court may impose fines and award
24 "reasonable expenses, including, without limitation, attorney's fees, incurred by the party as a
25 result of the contempt." Contempt Order at 11:9-23 (quoting NRS 22.100(3)). Thereafter, the
26 Plaintiffs filed a Motion for attorney's fees and costs for an award of all attorney's fees and costs
27 that were incurred from May 23, 2018 to April 30, 2020. On April 30, 2021, the Court entered its
28 Second Fees Order granting Plaintiffs a substantial portion of their attorney's fees and costs
based on the following findings of fact and conclusions of law that are relevant to this Motion:

- 1 • “The Original CC&Rs provide a basis for attorney fee recovery. More specifically,
2 section 25 of the Original CC&Rs provides: “In any legal or equitable proceeding for
3 the enforcement of or to restrain the violation of the [CC&Rs] or any provision
4 thereof, the losing party or parties shall pay in such amount as may be fixed by the
5 court in such proceeding.” Second Fees Order at 3, ¶ 3.
- 6 • “Section 25 of the CC&Rs is a mandatory provision regarding the award of attorney’s
7 fees and costs being paid by the losing party in any legal equitable proceeding for the
8 enforcement of or to restrain the violation of the CC&Rs or any provision thereof.”
9 *Id.* at 6, ¶ 4.
- 10 • “Nevada allows parties to freely provide for attorney’s fees ‘by express contractual
11 provisions.’ *Davis v. Beling*, 128 Nev. 301, 321, 278 P.3d 501, 515 (2012); *Musso v.*
12 *Binick*, 104 Nev. 613, 614, 764 P.2d 477(1988) (per curiam). If the attorney fee
13 provision in a contract ‘is clear and unambiguous [then it] will be enforced as
14 written.’ *Davis*, 128 Nev. at 321, 278 P.3d at 515. Section 25 of the CC&Rs is such
15 an express contractual provision that the Court has previously found it to be clear in
16 awarding fees and costs to the other property owners, including fees and costs
17 incurred on appeal.” *Id.* at 6, ¶ 5.
- 18 • “The legal disputes in this case were based on the parties’ rights under the Original
19 CC&Rs and whether the CC&Rs created a Limited Purpose Association which
20 excluded most of NRS 116, especially NRS 116.3117, from having any application to
21 the Rosemere Subdivision.” *Id.* at 6, ¶ 6.
- 22 • “Throughout this litigation, the Plaintiffs sought to restrain the Lytle Trust from
23 recording abstracts of judgment against their properties and collecting judgments by
24 alternative means because the Lytle Trust had no right pursuant to the CC&Rs to do
25 so.” *Id.* at 7, ¶ 7.

- “Applying the language of the CC&Rs, the Court concludes that the Plaintiffs are the winning or prevailing parties in this litigation, the Lytle Trust was the losing party in this litigation, and the assessment of attorney’s fees against the losing party is mandatory under Section 25.” *Id.* at 7, ¶ 8.
- “NRS 18.010(2)(b) provides that, ‘the court may make an allowance of attorney’s fees to a prevailing party: . . . (b) Without regard to the recovery sought, when the court finds that the claim . . . or defense of the opposing party was brought or maintained without reasonable ground or to harass the prevailing party.’ This Court based the First Fees Award on NRS 18.010(2) and does so again now as a basis for awarding additional fees.” *Id.* at 7, ¶ 9.
- “NRS 22.100(3) provides a basis for awarding fees associated with the contempt proceedings in this case.” *Id.* at 7, ¶ 10.
- “Section 25 of the CC&Rs provides a basis for awarding fees to Plaintiffs, including fees and costs incurred for appeals.” *Id.* at 7, ¶ 11.

The award of fees pursuant to NRS 22.100(3) in the Second Fees Order was affirmed by the Nevada Supreme Court on December 29, 2022. *See* Supreme Court Order (12/29/22) at *5-6 (“we necessarily affirm the attorney fees awarded as a result of the contempt order.”).⁴ That finding and conclusion is also law of the case.

IV.

CURRENT FEE REQUEST

Plaintiffs are now requesting an award of further fees and costs for work performed in this matter from May 1, 2020, through April 30, 2023, including defending the Contempt Order

⁴ Although the Lytle Trust originally appealed all the bases for award of fees under the Second Fees Order, the fees awarded pursuant to the CC&Rs and NRS 18.010(2)(b) were resolved by stipulation. *See* Stipulation and Order to Partially Release and Distribute Cash Bond (6/8/2022). This left only the contempt fees under NRS 22.100(3) for review on appeal.

and the Second Fees Order on appeal. The work performed is explained in and supported by the Declaration of Wesley J. Smith filed herewith. Also attached as Exhibit 1 are billing statements prepared by Plaintiffs' counsel detailing the tasks performed and time spent.

As shown in the billing statements and Declaration, Plaintiffs' counsel actually and necessarily worked 380.76 hours in this matter. As shown in the Declaration, counsel's work before the Nevada Supreme Court in this matter was extensive. The Lytle Trusts' unsuccessful appeal from the contempt order involved 1,804 pages of documentation and briefs. The unsuccessful Writ Petition involved 1,948 pages of documentation and briefs. The unsuccessful appeal from this Court's Second Fees Order involved 1,611 pages of documentation and briefs. The Plaintiffs submit that the work performed was consistent with the *Brunzell* factors⁵ and that an award of fees is appropriate at this time. *See* Smith Decl. Applying a lodestar analysis (*see* Smith Decl. and discussion *infra* Part V.K), the amounts requested by the Plaintiffs are as follows:

| Initials | Name | Position | Time | Rate | Lodestar Fees |
|------------|----------------------|------------------|--------|----------|---------------|
| WJS | Wesley J. Smith | Shareholder | 193.04 | \$425.00 | \$ 82,042.00 |
| LJW | Laura J. Wolff | Senior Associate | 174.52 | \$325.00 | \$ 56,719.00 |
| DEM | Daryl E. Martin | Shareholder | 9.68 | \$450.00 | \$ 4,356.00 |
| KBC | Kevin B. Christensen | Shareholder | 3.52 | \$475.00 | \$ 1,672.00 |
| TOTAL TIME | | | 380.76 | \$375.87 | \$ 143,117.00 |

Additionally, Plaintiffs' Memorandum of Costs and Disbursements, which was filed on April 28, 2023 and is incorporated by reference, requests costs in the amount of \$3,896.51. The four Plaintiffs have shared fees and costs in this matter equally and are individually entitled to one-fourth of any fees awarded by the Court.

⁵ *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969) (“(1) the qualities of the advocate...; (2) the character of the work to be done...; (3) the work actually performed by the lawyer...; [and] (4) the result...”

V.

ARGUMENT

A. Plaintiffs are the Prevailing Parties, and the Lytle Trust is the Losing Party.

The Plaintiffs have prevailed on all claims asserted in this Case, including obtaining and enforcing the permanent injunction contained in the May 2018 Order to stop the Lytle Trust from continuing in its unlawful attempts to collect the Rosemere Judgments from the Plaintiffs. The Plaintiffs most recently prevailed on the Lytle Trust's appeal of the Contempt Order and Second Fees Order and Petition for Writ of Mandamus from the Contempt Order.

A "prevailing party" is one which "succeeds on any significant issue in litigation which achieves some of the benefit it sought in bringing suit". *Valley Electric Ass'n v. Overfield*, 121 Nev. 7, 10, 106 P.3d 1198, 1200 (2005); see *Smith v. Crown Fin. Servs. of Am.*, 111 Nev. 277, 284, 890 P.2d 769, 773 (1995) ("the term 'prevailing party' is a broad one, encompassing plaintiffs, counterclaimants, and defendants"). To be a "prevailing party," a plaintiff need only establish "some sort of clear, causal relationship between the litigation brought and the practical outcome realized." *Rutherford v. Pitchess*, 713 F.2d 1416, 1419 (9th Cir. 1983) (quoting *Am. Constitutional Party v. Munro*, 650 F.2d 184, 188 (9th Cir. 1981)). A party does not have to obtain formal relief on the merits to be considered the prevailing party. *Maher v. Gagne*, 448 U.S. 122, 129, 65 L. Ed. 2d 653, 100 S. Ct. 2570 (1980).

Plaintiffs were the prevailing parties on all issues in this litigation, including when the Supreme Court dismissed the Appeal from the Contempt Order, affirmed the Second Fees Order, and denied the Petition for Writ of Mandamus. In the Supreme Court Order (12/29/22), the Court denied the Lytle Trust's Writ Petition because the "district court did not manifestly abuse its discretion by holding the Lytles in contempt." *Lytle v. September Trust*, Consolidated Case Nos. 81689 & 84538, 523 P.3d 532 (Table), 2022 Nev. Unpub. LEXIS 912, *3 (Nev. Dec. 29, 2022). The Court concluded that the "May 2018 Order clearly and unambiguously" prohibited the Lytle Trust's conduct in seeking a receiver over the Association to collect the Rosemere Judgments

1 from the Plaintiffs. *Id.* at *4. The Court further concluded that “Lytle disobeyed the order of the
 2 district court in [this Case] when applying for the receiver in the receivership action...” *Id.* at *5.
 3 The Supreme Court Order (12/29/22) also affirmed the Second Fees Order, stating that “we
 4 necessarily affirm the attorney fees awarded as a result of the contempt order.” *Id.* at *5-6.
 5 Thereafter, the Lytle Trust’s Petition for Rehearing and Petition for En Banc Reconsideration
 6 were denied. There is no question that the Plaintiffs are the prevailing parties, and the Lytle Trust
 7 is the losing party in this Case.

8 **B. The Court Has Already Awarded Fees and Costs to the Plaintiffs for Earlier**
 9 **Time Periods**

10 The First Fees Order awarded fees to the Plaintiffs under NRS 18.010(2)(b) for fees
 11 incurred from the start of the case through May 22, 2018. The Second Fees Order awarded
 12 Plaintiffs fees and costs pursuant to the CC&Rs, NRS 18.010(2)(b), and NRS 22.100(3) for fees
 13 incurred from May 23, 2018 through April 30, 2020, including fees and costs incurred on appeal
 14 from the May 2018 Order and First Fees Order (which resulted in the Second Order of
 15 Affirmance). Both the First Fees Order and the Second Fees Order were affirmed on appeal to
 16 the Nevada Supreme Court, making them law of the case here. There is no reason to relitigate
 17 these findings and conclusions. Plaintiffs seek an award under the same authority here and
 18 although the time period is different, the same bases for an award are still applicable.

19 **C. Fees and Costs Incurred on Appeal Are Awardable by the District Court.**

20 The Lytle Trust has argued in the past, and will likely argue again, that this Court cannot
 21 determine an award of fees for work done on the appeals. The Court must reject such an
 22 argument as legally incorrect. The Nevada Supreme Court has held that the District Court is the
 23 proper venue for determining an award of attorney’s fees pursuant to statute or contract because
 24 it is an inquiry for the finder of fact. *Musso v. Binick*, 104 Nev. 613, 614, 764 P.2d 477, 477
 25 (1988). In *Musso*, a respondent successfully defeated an appeal from a district court order and
 26 filed a motion for fees and costs with the Supreme Court pursuant to a contractual fee provision.

The Supreme Court denied the motion without prejudice so the respondent could file the motion with the district court. The Supreme Court explained:

Although some courts have construed general provisions for attorney's fees in contracts as not including an award of attorney's fees on appeal, the majority of states now recognize that a contract provision for attorney's fees includes an award of fees for successfully bringing or defending an appeal.... We note, however, that the determination of a 'reasonable' attorney's fee involves questions of fact. *See Pennsylvania v. Del. Valley Citizens' Council*, 478 U.S. 546, 106 S.Ct. 3088, 92 L.Ed.2d 439 (1986). Indeed, in this case, respondents seek an award of fees for services performed on appeal and for services performed in the district court in pursuing post-appeal motions to enforce the judgment. Appellants argue that the amount of the fee sought by respondents is unreasonable. **These questions should be addressed, in the first instance, by the district court with its greater fact-finding capabilities, subject to our review.** *See Zambruk*, 510 P.2d at 476; *Puget Sound Mutual Savings Bank v. Lillions*, 50 Wash.2d 799, 314 P.2d 935 (1957) cert. denied 357 U.S. 926, 78 S.Ct. 1373, 2 L.Ed.2d 1371 (1958). Accordingly, we deny respondents' motion for an award of attorney's fees on appeal without prejudice to respondents' right to raise this motion in the district court.

104 Nev. 613, 613-614, 764 P.2d 477, 477-478 (emphasis added). This quote is immediately followed by a footnote which states:

This court has not previously addressed this precise issue on the merits. Nevertheless, in *Cowgill v. Dodd*, 87 Nev. 401, 488 P.2d 353 (1971), this court dismissed as procedurally improper an appeal from an order of the district court denying a litigant's motion to file in the district court an amended counterclaim seeking attorney's fees on appeal following an appeal to this court in which the litigant had prevailed. This court noted that the district court's order was not appealable and that the district court's judgment could not be reopened to allow the filing of a new counterclaim. **This court did not hold, however, that a litigant cannot seek by motion in the district court an award of attorney's fees on appeal based on a contractual provision for such fees after prevailing in the appeal.** To the extent that *Cowgill* would appear to preclude the filing of such a motion in the district court following the issuance of this court's remittitur, it is expressly disapproved.

104 Nev. 613, 614, 764 P.2d 477, 478 (emphasis added).

Other courts in Nevada have acknowledged that fees on appeal are awardable by the district court following resolution of an appeal. *See Elwardt v. Elwardt*, No. 69638, 2017 WL 2591349 *2 (Nev. Ct. App. June 9, 2017) (unpublished disposition) (citing *First Interstate Bank of Nev. v. Green*, 101 Nev. 113, 116, 694 P.2d 496, 498 (1985); see also *WMCV Phase 3, LLC v. Shushok & McCoy, Inc.*, 2015 WL 1000373, (D. Nev. * 2) ("In *Musso v. Binick*, the Nevada

Supreme Court unequivocally held that a respondent was entitled to attorneys' fees, pursuant to a contractual provision, for costs incurred in defending an appeal and filing post-appeal motions" (citations omitted)); *In re Estate & Living Trust of Miller*, 216 P.3d 239, 243 (Nev. 2009) (*citing Musso*, 764 P.2d at 477–78) ("The Nevada Supreme Court has acknowledged that attorney fees award made pursuant to contract includes fees incurred on appeal."); *Mann v. Morgan Stanley Smith Barney, LLC*, 2016 WL 1254242 (D. Nev. * 2) (*citing Miller*, 216 P.3d at 243 and *Musso*, 764 P.2d at 477–78) ("The Nevada Supreme Court has acknowledged that attorney fees award made pursuant to contract includes fees incurred on appeal").

As discussed above, this Court already granted attorney's fees on appeals in the Boulden Lamothe Fees Order, Disman Fees Order, and Second Fees Order. Thus, based on clear precedent and the decisions already made by this Court, Plaintiffs should be awarded their fees and costs incurred related to the Lytle Trust's appeal from the Contempt Order and Second Fees Order and the Petition for Writ of Mandamus.

D. The Court Should Award Fees and Costs Against the Lytle Trust as the Losing Party under the CC&Rs.

As already found by the Court, Section 25 of the CC&Rs contains a provision that requires the losing party to pay attorney fees reasonably incurred by the prevailing party in any action brought to enforce the CC&Rs or to restrain their violation. The Court previously awarded fees to the Plaintiffs based on appellate work pursuant to the CC&Rs, stating "Section 25 of the CC&Rs provides a basis for awarding fees to Plaintiffs, including fees and costs incurred for appeals". Second Fees Order at 7 ¶ 11. The appeal of the Second Fees Order and Contempt Order and the Writ Petition all stem from the same legal dispute regarding the CC&Rs. *See id.* at 6, ¶ 6. The conclusion of law that "[t]hroughout this litigation, the Plaintiffs sought to restrain the Lytle Trust from recording abstracts of judgment against their properties and collecting judgments by alternative means because the Lytle Trust had no right pursuant to the CC&Rs to do so" is still true when speaking about the additional fees and costs requested here. Thus,

1 Plaintiffs should be awarded their fees and costs incurred related to the Lytle Trust's appeals
2 from the Second Fees Order and Contempt Order and Writ Petition.

3 **E. The Court Should Award Attorney's Fees and Costs to the Plaintiffs as a Result**
4 **of the Contempt, Pursuant to NRS 22.100(3)**

5 In its Second Fees Order, this Court correctly held that "NRS 22.100(3) provides a basis
6 for awarding fees associated with the contempt proceedings in this case." Second Fees Order at 7
7 ¶ 11. NRS 22.100(3) states that "if a person is found guilty of contempt pursuant to subsection 3
8 of NRS 22.010, the court may require the person to pay to the party seeking to enforce the writ,
9 order, rule or process the reasonable expenses, including, without limitation, attorney's fees,
10 incurred by the party as a result of the contempt." Attorney fees and costs awarded pursuant to
11 NRS 22.100(3) must be reasonable under *Brunzell* and must also be incurred "as a result of the
12 contempt." *Detwiler v. Eighth Judicial Dist. Court*, 137 Nev. 202, 213-14, 486 P.3d 710, 721
13 (2021) (quoting NRS 22.100(3)). The Supreme Court explained that "like tort damages,
14 compensatory contempt sanctions serve to make the innocent party whole." *Id.* at 719.

15 The Supreme Court also explained the phrase "as a result of the contempt" in *Detwiler*.
16 "The word 'result' indicates that the fees must "proceed or arise as a consequence, effect, or
17 conclusion' of the contempt." *Id.* at 721 (citing Merriam-Webster Online Dictionary). The Court
18 explained that fees for contempt must be limited to the period of contempt and cannot be granted
19 for fees incurred before the contempt began or after the contempt ended. *Id.*

20 Throughout this Case, the Plaintiffs have sought to protect themselves from the unlawful
21 and inappropriate overreaches of the Lytle Trust. The Court already held the Lytle Trust in
22 Contempt and awarded fees to the Plaintiffs for work performed by CJM attorneys through the
23 date of April 30, 2020. Since that time, the Lytle Trust has prolonged this case and required
24 Plaintiffs to incur additional fees by appealing the Contempt Order and Second Fees Order.
25 When its appeal of the Contempt Order failed, the Lytle Trust filed a Petition for Writ of
26 Mandamus. The Nevada Supreme Court denied the Writ and affirmed the Contempt Order and
27
28

1 Second Fees Order. All these appellate cases proceeded from the Contempt Order. Throughout
 2 all these related proceedings, the Plaintiffs were forced to incur attorney's fees and costs to
 3 defend this Court's Contempt Order and further protect themselves and their real property. But
 4 for the Lytle Trust's continued pursuit on appeal and writ of their unsuccessful arguments to
 5 justify their contemptuous conduct, the Plaintiffs would not have incurred further attorney's fees
 6 and costs in this matter. Therefore, the fees and costs requested here were a "result of the
 7 contempt" and should be granted pursuant to NRS 22.100(3).

8 **F. The Should Award Fees and Costs Pursuant to NRS 18.010(2)(b).**

9 This Court previously found that this entire case could have been avoided and that the
 10 Lytle Trust's defense of this action was without reasonable grounds. *See* First Fees Order at 5.
 11 The Supreme Court affirmed that award, in part because a similar permanent injunction had
 12 already been issued in the July 2017 Order. *See Lytle v. September*, 458 P.3d 361, 2020 WL
 13 1033050, 2020 Nev. Unpub. LEXIS 237, *6-8 (Nev. 2020). The Supreme Court agreed with this
 14 Court that the Lytle Trust "had an opportunity to avoid the present litigation [leading to the May
 15 2018 Order] while still preserving their legal arguments for appeal." *Id.* at *7. That is law of the
 16 case here. Over the last three years the Lytle Trust has continued to force the Plaintiffs to incur
 17 additional fees in this action without reasonable grounds.

18 NRS 18.010(2)(b) provides that:

19 2. In addition to the cases where an allowance is authorized by specific
 20 statute, **the court may make an allowance of attorney's fees to a prevailing**
 21 **party: (b) Without regard to the recovery sought, when the court finds that the**
 22 **claim, counterclaim, cross-claim or third-party complaint or defense of the**
 23 **opposing party was brought or maintained without reasonable ground or to**
 24 **harass the prevailing party. The court shall liberally construe** the provisions
 25 of this paragraph **in favor of awarding attorney's fees in all appropriate**
 26 **situations.** It is the intent of the Legislature that the court award attorney's fees
 27 pursuant to this paragraph and impose sanctions pursuant to Rule 11 of the
 28 Nevada Rules of Civil Procedure in all appropriate situations to **punish for and**
deter frivolous or vexatious claims and defenses because such claims and
 defenses overburden limited judicial resources, hinder the timely resolution of

meritorious claims and increase the costs of engaging in business and providing professional services to the public.

(emphasis added). As directly stated in the statute, Courts must liberally construe this provision in favor of awarding attorney fees “in all appropriate situations.” *Id.* “For purposes of NRS 18.010(2)(b), a claim is frivolous or groundless if there is no credible evidence to support it.” *Capanna v. Orth*, 134 Nev. 888, 895, 432 P.3d 726, 734 (2018) (quoting *Rodriguez v. Primadonna Co.*, 125 Nev. 578, 588, 216 P.3d 793, 800 (2009)).

By previously awarding fees under NRS 18.010(2)(b), the Court followed the statute to “punish for and deter” the Lytle Trust’s “frivolous” and “vexatious” defenses. Undeterred, the Lytle Trust commenced the Receivership Action and hid from another district court judge the litigation history of the parties in yet another unlawful attempt to collect the Rosemere Judgments from the Plaintiffs, starting anew another groundless claim or defense that NRS 18.010(2)(b) was intended to discourage.

As a result, the Court held the Lytle Trust in contempt. The Court found that the “Findings of Fact, Conclusions of Law, and Orders contained in the May 2018 Order, including the permanent injunctions, are clear, specific, and unambiguous as to what the parties could and could not do in this case. Further, the terms of the permanent injunction are specific and definite so that the Lytle Trust could readily know exactly what duties or obligations were imposed on it.” Contempt Order at 10:19-23. In denying the Lytle Trust’s Writ Petition, the Supreme Court affirmed the Contempt Order and expressly agreed that the May 2018 Order was clear and unambiguous and “discern[ed] no manifest abuse of discretion in the district court’s ruling.” Supreme Court Order (12/29/22) at 4-6.

Because the May 2018 Order was clear and unambiguous, there was no basis for the Lytle Trust to pursue further review by the Supreme Court. The requirements were plain, the Lytle Trust simply chose to ignore them, as it has repeatedly done in the past. This caused the Plaintiffs to incur significant fees and costs to reargue the issues before the Nevada Supreme Court, which ultimately agreed with the Plaintiffs and this Court. Therefore, there is substantial

1 “evidence supporting the district court’s finding that the claim or defense was unreasonable or
 2 brought to harass.” *Semenza v. Caughlin Crafted Homes*, 111 Nev. 1089, 1095, 901 P.2d 684,
 3 687-88 (1995). Attorney’s fees and costs should be awarded to the Plaintiffs for their trouble.

4 **G. The Court Should Sanction the Lytle Trust Under EDCR 7.60**

5 Under the facts presented above, EDCR 7.60(b) provides similar grounds for awarding
 6 fees to the Plaintiffs. The Court may impose the Plaintiffs’ attorney’s fees and costs on the Lytle
 7 Trust (or its counsel) as a sanction for multiplying the proceedings without cause or for failing to
 8 comply with the May 2018 Order.

9 The court may, after notice and an opportunity to be heard, impose upon an
 10 attorney or a party any and all sanctions which may, under the facts of the case, be
 11 reasonable, including the imposition of fines, costs or attorney’s fees when an
 12 attorney or a party without just cause:... (3) So multiplies the proceedings in a
 13 case as to increase costs unreasonably and vexatiously.... (5) Fails or refuses to
 14 comply with any order of a judge of the court.

15 EDCR 7.60(b). The Supreme Court has noted that the factual basis for awarding fees under
 16 EDCR 7.60(b) is broader than under similar rules or statutes, declaring “unlike NRS 22.100(3),
 17 the text of EDCR 7.60(b) does not contain an express causation requirement. Instead, it requires
 18 the sanction to be reasonable under the facts of the case.” *Detwiler*, 486 P.3d at 721.

19 As argued above, the fees and costs requested here were directly caused by the Lytle
 20 Trust’s failure to follow the May 2018 Order. Upon being held in contempt for its knowing
 21 violations, the Lytle Trust sought review of the Contempt Order and Second Fees Order by the
 22 Nevada Supreme Court in separate cases. The Plaintiffs were forced to prepare several
 23 significant appeal briefs based on appendices consisting of more than 3,200 pages and were
 24 required to provide oral argument to the Nevada Supreme Court. The points and authorities
 25 argued by the parties centered on the Lytle Trust’s violations of the May 2018 Order and
 26 resulting Contempt Order. The Supreme Court concluded that the May 2018 Order was clear and
 27 unambiguous and the Court’s contempt finding was proper. An award under EDCR 7.60(b) is
 28 therefore appropriate.

H. Plaintiffs Have Met the Requirements of NRCP 54.

NRCP 54(d)(2) provides that a claim for attorney fees must be made by motion that must:

1. Be filed no later than 21 days after notice of entry of judgment is served; 2. Specify the judgment and the statute, rule, or other grounds entitling the award; 3. State the amount sought; 4. Provide documentation regarding the amount of the fees; and 5. Include counsel's affidavit swearing that the fees were actually and necessarily incurred and were reasonable. "The decision whether to award attorney's fees is within the sound discretion of the district court." *Thomas v. City of N. Las Vegas*, 122 Nev. 82, 90, 127 P.3d 1057, 1063 (2006).

The Plaintiffs have complied with each of the requirements of Rule 54. This Motion was brought within twenty-one (21) days after the filing of the Certificate of Judgment and Remittitur from the Nevada Supreme Court were filed in this Case. The statutory and contractual bases for award are explained above, including the CC&Rs, NRS 22.100(3), NRS 18.010(2)(b), and EDCR 7.60. The amount sought for fees is \$143,117.00. *See* Smith Decl.; *supra* Part IV; *infra* Part V.K. Documentation of the requested fees and costs is attached in Exhibit 1. Plaintiffs have attached the Smith Declaration swearing that the fees were actually and necessarily incurred and are reasonable. Therefore, entry of an award is proper under NRCP 54.

I. Plaintiffs Should be Awarded Their Costs.

Plaintiffs "must be allowed" to recover their costs from the Lytle Trust as the prevailing party. NRS 18.020(1). "Costs must be allowed of course to the prevailing party against any adverse party against whom judgment is rendered...in an action for the recovery of real property or a possessory right thereto." In the Second Fees Order, the Court held that this case is about Plaintiffs recovering and protecting their rights in property: "Throughout this litigation, the Plaintiffs sought to restrain the Lytle Trust from recording abstracts of judgment against their properties and collecting judgments by alternative means because the Lytle Trust had no right pursuant to the CC&Rs to do so." Second Fees Order at 7 ¶ 7. NRS 18.020(4) also mandates costs "[i]n a special proceeding." Plaintiffs sought and prevailed in obtaining injunctive and

1 declaratory relief, which are both special proceedings under Title 3 of Nevada Revised Statutes.
 2 *See* NRS 30 (Declaratory Judgments; NRS 33 (Injunctive Relief); *see also* NRS 18.050 (granting
 3 the Court discretion to award costs in other actions). The Plaintiffs costs on appeal are
 4 mandatory. NRS 18.060 (except where a new trial is ordered or a judgment is modified, “the
 5 party obtaining any relief [on appeal] shall have his or her costs”).

6 As required by NRS 18.110(1), Plaintiffs filed their Memorandum of Costs on April 28,
 7 2023. That Memorandum is incorporated by reference. Their costs totaling \$3,896.51 are
 8 reasonable, necessary, and were actually incurred. *See Cadle Co. v. Woods & Erickson, LLP*, 131
 9 Nev. 114, 345 P.3d 1049, 1054 (2015); *see also Bobby Berosini, Ltd. v. PETA*, 114 Nev. 1348,
 10 1352, 971 P.2d 383, 385 (1998). NRS 18.110(4) requires a party contesting a memorandum of
 11 costs to file a motion to retax “[w]ithin three days after service of a copy of the memorandum...”
 12 The Lytle Trust did not do so, and it no longer has the ability to contest Plaintiffs’ right to
 13 recover their costs. *See* EDCR 2.20(e) (“Failure of the opposing party to serve and file written
 14 opposition may be construed as an admission that the motion and/or joinder is meritorious and a
 15 consent to granting the same.”). Therefore, this Court should find that all the costs are
 16 reasonable, necessary, and actually incurred and should award the claimed costs to the Plaintiffs
 17 as the prevailing party.

18 **J. The Brunzell Factors Favor an Award for the Plaintiffs**

19 In *Brunzell v. Golden Gate Nat’l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969), the
 20 Nevada Supreme Court identified four factors a court should apply when assessing requests for
 21 attorney’s fees: (1) the qualities of the attorney, including his ability, training, education,
 22 experience, professional standing and skill; (2) the kind of work to be performed including its
 23 difficulty, its intricacy, its importance, time and skill required and the responsibility imposed; (3)
 24 the work actually performed by the attorney including the skill, time and attention given to the
 25 work; and (4) whether the attorney was successful and any benefits that were derived.

1 However, the trial court may exercise its discretion when determining the value of legal
 2 services and is not required to make findings on each factor. *Logan v. Abe*, 131 Nev. Adv. Op.
 3 31, 350 P.3d 1139, 1143 (2015). “Instead, the district court need only demonstrate that it
 4 considered the required factors, and the award must be supported by substantial evidence.” *Id.*
 5 (citing *Uniroyal Goodrich Tire Co. v. Mercer*, 111 Nev. 318, 323, 890 P.2d 785, 789 (1995)).
 6 Plaintiffs’ analysis of the *Brunzell* factors is set forth in the attached Smith Declaration, which
 7 should enable the Court to “make a reasonable determination of attorney’s fees.” *See Herbst v.*
 8 *Humana Health Ins. of Nev., Inc.*, 105 Nev. 586, 591, 781 P.2d 762, 765 (1989) (reviewing an
 9 attorney’s affidavit of the number of hours of work performed and concluding that this
 10 document, “combined with the fact that Herbst’s attorney worked for two years on the case,
 11 established 12 volumes of records on appeal, and engaged in a five day trial should enable the
 12 court to make a reasonable determination of attorney’s fees”). As explained in the Smith
 13 Declaration, the *Brunzell* factors support an award of fees and costs here.

14 **K. The Lodestar Requires a Calculation of the Number of Reasonable Hours Spent**
 15 **Multiplied by a Reasonable Hourly Rate**

16 Attorney fees in this case must be awarded based on a “lodestar” amount. *Tien Fu Hsu v.*
 17 *Cty. of Clark*, 123 Nev. 625, 636-37, 173 P.3d 724, 732-33 (2007) (fee awards should be based
 18 on either contingency or lodestar calculations). Therefore, “the district court must first ‘multiply
 19 the number of hours reasonably spent on the case by a reasonable hourly rate.’” *Id.* (citing *Herbst*
 20 *v. Humana Health Ins. of Nevada*, 105 Nev. 586, 590, 781 P.2d 762, 764 (1989); *Pennsylvania v.*
 21 *Del. Valley Citizens’ Council*, 478 U.S. 546, 564-66 (1986)). The U.S. Supreme Court describes
 22 the lodestar formula as “the guiding light of [its] fee-shifting jurisprudence; and that it has
 23 established a strong presumption that the lodestar represents the reasonable fee.” *Cuzze v. Univ.*
 24 *& Cmty. Coll. Sys.*, 123 Nev. 598, 606, 172 P.3d 131, 136-37 (2007) (quoting *Burlington v.*
 25 *Dague*, 505 U.S. 557, 559, 562 (1992)).

1 1. The Hours Expended by the Plaintiffs' Counsel are Reasonable

2 The number of hours expended in litigating this Case by all CJM attorneys and law clerks
3 is 380.76 hours for the period of May 1, 2020, through April 30, 2023. These hours were focused
4 on responding the Lytle Trust's appeal from the Contempt Order (dismissed in favor of the
5 Plaintiffs), responding to the Lytle Trust's appeal from the Second Fees Order (affirmed in favor
6 of the Plaintiffs), and responding to the Lytle Trust's Petition for Writ of Mandamus from the
7 Contempt Order (denied as requested by the Plaintiffs). These issues required substantial time
8 and effort, through which the Plaintiffs ultimately prevailed on all issues. As further explained in
9 the supporting Declaration of Counsel, the appellate activity involved extensive briefing with
10 substantial records and required careful attention and dedication of resources. The attorney time
11 spent working on this matter was both necessary and reasonable for successful defense of the
12 May 2018 Order and Contempt Order.

13 2. The Prevailing Market Rate Is the Correct Multiplier

14 The reasonable hourly rate is determined by "the prevailing market rates in the relevant
15 community" and not the actual rates charged. *See Camacho v. Bridgeport Financial Inc.*, 523
16 F.3d 973, 979 (9th Cir. 2008) (lodestar analysis requires determining "the prevailing market rate
17 in the relevant legal community for similar services by lawyers of reasonably comparable skills,
18 experience, and reputation."); *Blanchard v. Bergeron*, 489 U.S. 87, 93 (1989) ("Should a fee
19 agreement provide less than a reasonable fee ..., the defendant should nevertheless be required to
20 pay the higher [market-based] amount."); *Barjon v. Dalton*, 132 F.3d 496, 500 (9th Cir. 1997)
21 (attorney's fees to be calculated using prevailing market rate regardless of actual fee); *Schwarz v.*
22 *Sec. of Health & Human Servs.*, 73 F.3d 895, 908 (9th Cir. 1995) (The determination is not made
23 by "reference to the rates actually charged by the prevailing party."); *Southerland v. Int'l*
24 *Longshoreman's Warehousemen's Union, Local 8*, 834 F.2d 790,795 (9th Cir. 1987) (prevailing
25 market rate is often regarded as a reasonable hourly rate). By calculating fees using a prevailing
26 market or customary rate, courts ensure that attorneys are fairly compensated for their services
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1 regardless of whether they “charge nothing..., charge at below-market or discounted rates,
 2 represent the client on a straight contingent fee basis, or are in-house counsel.” *Chacon v. Litke*,
 3 105 Cal.Rptr. 3d 214, 233, 181 Cal.App.4th 1234, 1260-61 (Cal.App. 1 Dist. 2010); *Laffey v.*
 4 *Northwest Airlines, Inc.*, 572 F. Supp. 354, 353 (D.C. 1983), rev’d in part on other grounds
 5 (“Although the attorney’s actual billing rate is highly relevant proof of the prevailing community
 6 rate ... it is clear that a court’s fee settling inquiry does not begin and end with counsels’ monthly
 7 billing statements.”).

8 “As the Supreme Court recognized in *Blum v. Stenson*, although this lodestar amount is
 9 presumed to represent an appropriate fee, it may be adjusted upward or downward under certain
 10 circumstances.” *Cuzze v. Univ. & Cmty. Coll. Sys.*, 123 Nev. 598, 606, 172 P.3d 131, 137 (2007);
 11 see *Blum v. Stenson*, 465 U.S. 886, 889 (1984) (discussing “under what circumstances, an
 12 upward adjustment of an award based on prevailing market rates is appropriate”). The District
 13 Court has discretion to adjust the fee award based upon the following factors:

14 (1) the time and work required; (2) the difficulty of the issue; (3) the skill required
 15 to perform the service; (4) the amount of time taken away from other work; (5)
 16 the customary fee; (6) whether the fee is fixed or contingent; (7) the time
 17 limitations imposed on the attorney by the case; (8) the amount of money
 involved and the results obtained; (9) the reputation, experience, and ability of the
 attorney; (10) the lack of desirability of the case; (11) the length of
 acquaintanceship with the client; and (12) awards in similar cases.

18 *Tien Fu Hsu*, 123 Nev. at 637, 173 P.3d at 733 (quoting *Herbst*, 105 Nev. at 590 n.1, 781 P.2d at
 19 764 n.1 (citing *Hensley v. Eckerhart*, 461 U.S. 424, 430 n.3 (1983))). The United States Supreme
 20 Court has recognized that “in some cases of exceptional success an enhanced award may be
 21 justified.” *Blum v. Stenson*, 465 U.S. 886, 897 (1984) (citing *Hensley*, 461 U.S. at 435). This
 22 adjustment should be based on factors not subsumed in the initial calculation. *Blum v. Stenson*,
 23 465 U.S. 886, 898-901, 104 S. Ct. 1541, 79 L. Ed. 2d 891 (1984) (reversing upward multiplier
 24 based on factors subsumed in the lodestar determination); *Hensley*, 461 U.S. at 434 n.9 (noting
 25 that courts may look at “results obtained” and other factors but should consider that many of
 26 these factors are subsumed in the lodestar calculation).

The relevant “community” is the district in which the court sits. *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 980 (9th Cir. 2008). In 2018, one District Court Judge in Las Vegas found that “[r]easonable hourly rates for purposes of a lodestar calculation in Nevada include \$425.00-\$475.00 for partners, \$250.00-\$325.00 for associates, and \$100.00 for paralegals.” *Shotsi v. Manzullo*, Case No. A-16-730950-C, 2018 Nev. Dist. LEXIS 2522, *7 (8th Jud. Dist. Ct, Clark County, Nev., Dec. 7, 2018). Similar findings have been made by other district courts in Las Vegas.⁶ Thus, the lodestar rate for the Las Vegas community is \$425.00 - \$475.00 for partners, \$250.00 - \$325.00 for associates, and \$100.00 for paralegals. Applying these rates to CJM attorneys based on experience, and multiplying by the actual time spent by each timekeeper, results in the following lodestar figure:

⁶ See *Gonzalez v. Castellon-Salgado*, Case No. A-18-770656-C, 2021 Nev. Dist. LEXIS 1213, *4 (8th Jud. Dist. Ct., Clark County, Nev., Dec. 6, 2021) (approving hourly rates of \$400.00 and \$450 per hour); *Int’l Inst. of Mgmt. v. Org. for Econ. Cooperation & Dev.*, No. 2:18-cv-01748-JCM-GWF, 2019 U.S. Dist. LEXIS 186907, at *17 (D. Nev. Oct. 29, 2019) (collecting Nevada cases and finding that hourly rates of \$375-\$400 per hour for attorneys and \$75-125 for paralegals are reasonable in Las Vegas); *Doe v. Burns*, No. 2:22-cv-0476-GMN-VCF, 2023 U.S. Dist. LEXIS 24668, at *6-7 (D. Nev. Feb. 14, 2023) (awarding plaintiffs’ counsel an hourly rate of \$450); *Sinanyan v. Luxury Suites Int’l, Ltd. Liab. Co.*, No. 2:15-cv-00225-GMN-VCF, 2016 U.S. Dist. LEXIS 109890, at *10-12 (D. Nev. Aug. 17, 2016) (“Rate determinations in other cases in the District of Nevada have found hourly rates as much as \$450 for a partner and \$250 for an experienced associate to be the prevailing market rate in this district.”); *Gilenko v. Big Biz Pro*, Case No. A-20-809526-C, 2021 Nev. Dist. LEXIS 1337 * 6 (8th Jud. Dist. Ct., Clark County, Nev., Dec. 15, 2021) (\$350 per hour for partner, \$225 per hour for associate); *Noyola v. City of Boulder City*, Case No. A-20-818973-C, 2021 Nev. Dist. LEXIS 1105, *13 (8th Jud. Dist. Ct., Clark County, Nev., May 8, 2021) (“blended hourly rates of \$550.00 for partners and \$400.00 for associates, and traditional hourly rates of \$190.00 to \$200.00 for paralegals—are reasonable”); *Jacks v. Cozen-McNally*, Case No. A-18-777060-C, 2019 Nev. Dist. LEXIS 868, *13 (8th Jud. Dist. Ct., Clark County, Nev., Sept. 16, 2019) (“attorney fees incurred at hourly rate of \$350.00 are reasonable given the prevailing charges within the greater Las Vegas community.”); *T&R Constr. Group v. Estrada*, Case No. A-18-779975-C, 2020 Nev. Dist. LEXIS 2190, *24-25 (8th Jud. Dist. Ct., Clark County, Nev., Oct. 8, 2020) (billing rates for Partners at \$300-\$425, Associates at \$225-\$275, and Paralegals at \$125 are “comparable to the rates charged by other similarly situated attorneys who practice commercial litigation and construction law and have the same similar level of skill.”).

| Initials | Name | Position | Time | Rate | Lodestar Fees |
|------------|----------------------|------------------|--------|----------|---------------|
| WJS | Wesley J. Smith | Shareholder | 193.04 | \$425.00 | \$ 82,042.00 |
| LJW | Laura J. Wolff | Senior Associate | 174.52 | \$325.00 | \$ 56,719.00 |
| DEM | Daryl E. Martin | Shareholder | 9.68 | \$450.00 | \$ 4,356.00 |
| KBC | Kevin B. Christensen | Shareholder | 3.52 | \$475.00 | \$ 1,672.00 |
| TOTAL TIME | | | 380.76 | \$375.87 | \$ 143,117.00 |

As the lodestar figure, these requested fee amounts are presumed to be reasonable. *Mendez v. County of San Bernardino*, 540 F.3d 1109, 1129 (9th Cir. 2008).

L. Plaintiffs Should be Awarded Additional Fees and Costs Related to This Motion.

Plaintiffs request reasonable fees incurred for bringing this Motion because “[f]ees incurred in litigating the award of fees are recoverable.” *Lawson v. Lawson*, No. 3:14-cv-00345-WGC, 2016 U.S. Dist. LEXIS 38755, at *17 (D. Nev. Mar. 24, 2016) (citing *Serrano v. Unruh*, 32 Cal.3d 621, 639, 652 P.2d 985 (Cal. 1982)). The Plaintiffs request the opportunity to submit supplemental evidence and billings once this Motion is decided.

VI.

CONCLUSION

For the foregoing reasons, the Court should award attorney’s fees in the amount of \$143,117.00 and costs in the amount of \$3,896.51 to the Plaintiffs for the period of May 1, 2020 through April 30, 2023. The Court should Order that all monies be paid within 30 days of the Notice of Entry of Order filed with the Court.

DATED this 12th day of May, 2023.

CHRISTENSEN JAMES & MARTIN

By: /s/ Wesley J. Smith, Esq.

Wesley J. Smith, Esq.

Nevada Bar No. 11871

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Las Vegas, NV 89117

Tel.: (702) 255-1718

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Attorneys for September Trust, Zobrist Trust, Sandoval Trust, and Gegen

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☒ ELECTRONIC SERVICE: electronic transmission (E-Service) through the Court's electronic filing system pursuant to Rule 8.04(c) of the Rules of Practice for the Eighth Judicial District Court of the State of Nevada.

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1 DECL

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11 Attorneys for September Trust, Zobrist Trust, Sandoval Trust,

12 and Dennis & Julie Gegen

13 EIGHTH JUDICIAL DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 MARJORIE B. BOULDEN, TRUSTEE OF
16 THE MARJORIE B. BOULDEN TRUST, *et*
17 *al.*,

18 Plaintiffs,

19 vs.

20 TRUDI LEE LYTLE, *et al.*,

21 Defendants.

22 Case No.: A-16-747800-C

23 Dept. No.: XVI

24 DECLARATION OF COUNSEL IN
25 SUPPORT OF PLAINTIFFS'
26 MOTION FOR ATTORNEY'S
27 FEES AND COSTS28 SEPTEMBER TRUST, DATED MARCH 23,
1972, *et al.*,

Plaintiffs,

vs.

TRUDI LEE LYTLE AND JOHN ALLEN
LYTLE, AS TRUSTEES OF THE LYTLE
TRUST, *et al.*,

Defendants.

Case No.: A-17-765372-C

Dept. No.: XVI

Consolidated

DECLARATION OF WESLEY J. SMITH, ESQ.

STATE OF NEVADA)

:ss.

COUNTY OF CLARK)

1 Wesley J. Smith, Esq., being first duly sworn and under penalty of perjury of the laws of
2 the United States of America and the State of Nevada, declares:

3 1. I am at least 18 years of age and of sound mind. I personally prepared this
4 Declaration and I am familiar with all factual statements it contains, which I know to be true and
5 correct, except for any statements made on information and belief, which statements I believe to
6 be true. I am competent to testify to the same and would so testify if called upon as a witness.

7 2. I am an attorney licensed to practice before all state and federal courts of the State
8 of Nevada.

9 3. I am a shareholder in Christensen James & Martin, Chtd. ("CJM"), counsel for the
10 Plaintiffs, September Trust, dated March 23, 1972 ("September Trust"), Gerry R. Zobrist and
11 Jolin G. Zobrist, as Trustees of the Gerry R. Zobrist and Jolin G. Zobrist Family Trust ("Zobrist
12 Trust"), Raynaldo G. Sandoval and Jule Marie Sandoval Gegen, as Trustees of the Raynaldo G.
13 and Evelyn A. Sandoval Joint Living and Devolution Trust Dated May 27, 1992 ("Sandoval
14 Trust"), and Dennis A. Gegen and Julie S. Gegen, Husband and Wife as Joint Tenants (hereafter
15 "Gegen") (collectively referred to as "Plaintiffs") in the above-captioned case.

16 4. I make this Declaration in support of Plaintiffs' Motion for Attorney's Fees and
17 Costs ("Motion").

18 5. Exhibit 1 attached to the Motion are true and correct copies of billing statements
19 generated by CJM's timekeeping and billing software detailing the work performed by CJM on
20 behalf of the Plaintiffs in this case from May 1, 2020 through April 30, 2023. These statements
21 show the tasks performed, actual time spent, actual hourly rate charged, and the total fee charged
22 to each client for work performed in this matter.¹

23
24 ¹ In this case, the four Plaintiffs have shared the costs and expenses of the litigation equally.
25 Each Plaintiff receives a separate but identical bill for one fourth of the time spent in this matter,
26 multiplied by the hourly rate. For instance, if one hour of attorney time was spent, each Plaintiff
27 was billed one quarter (0.25) of an hour multiplied by the hourly rate. The sharing of fees and
28 costs resulted in a cost saving and reduced the burden on the courts, as opposed to each Plaintiff
retaining separate counsel.

6. I have reviewed the billing statements to ensure that the tasks performed were limited to the matters before this Court and the appeals and writ petitions taken therefrom. I have reviewed the time spent for necessity and reasonableness. The time spent by each attorney on this case is summarized below:

| Initials | Name | Position | Time |
|------------|----------------------|------------------|--------|
| WJS | Wesley J. Smith | Shareholder | 193.04 |
| LJW | Laura J. Wolff | Senior Associate | 174.52 |
| KBC | Kevin B. Christensen | Shareholder | 3.52 |
| DEM | Daryl E. Martin | Shareholder | 9.68 |
| TOTAL TIME | | | 380.76 |

7. I submit that the tasks and time billed in the statements are consistent with the factors as set forth *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969)², as follows:

The Qualities of the Advocate. I, Wesley J. Smith, acted as lead counsel for the Plaintiffs in this case. My work on this case included final preparation of all legal briefs, court appearances, oral argument at the Nevada Supreme Court, client conferences, and chief legal strategy. I have degrees from the J. Reuben Clark Law School at Brigham Young University (JD) and Utah Valley University (BS). I am an active member of the Utah State Bar (2009 Admission), the State Bar of Nevada (2010 Admission), and the Washington State Bar (2017 Admission) and maintain an active multi-jurisdictional practice in those states. I am authorized to practice law before the respective state and federal courts in those jurisdictions. I am also admitted to practice before the United States Supreme Court and Ninth Circuit Court of Appeals. My practice focuses on litigation, including business litigation, property encumbrance and lien

² "(1) *the qualities of the advocate*: his ability, his training, education, experience, professional standing and skill; (2) *the character of the work to be done*: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; (3) *the work actually performed by the lawyer*: the skill, time and attention given to the work; (4) *the result*: whether the attorney was successful and what benefits were derived." *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969)

1 enforcement and defense, representation of creditors in bankruptcy, employment, and labor
2 matters, and a robust ERISA practice on behalf of multiemployer employee benefit plans. I
3 routinely handle all aspects of appeals before the Nevada Supreme Court and the Ninth Circuit
4 Court of Appeals on a variety of matters. I also co-authored an amicus brief to the United States
5 Supreme Court.

6 Kevin B. Christensen, Esq., also performed work on this case as necessary to enhance the
7 representation of the clients, including consultation and analysis of the issues on appeal and case
8 strategy. Mr. Christensen earned a B.A. from Brigham Young University and a J.D. from the J.
9 Reuben Clark Law School at Brigham Young University. Mr. Christensen is the founder of CJM
10 and has been admitted to practice before all state and federal courts in the State of Nevada since
11 1981. His 40-plus years of practice have focused primarily in the areas of ERISA litigation and
12 small business transactions, as well as commercial and general civil litigation. During that time,
13 Mr. Christensen has tried cases to verdict in Clark County's Justice and District Courts, as well
14 as the District of Nevada and the Bankruptcy Court for the District of Nevada. He has
15 participated in over one hundred administrative hearings and argued multiple cases before the
16 Nevada Supreme Court. Mr. Christensen served as Chairman of Nevada State Apprenticeship
17 Council from 1984 to 2017. He has authored legislation and regulations in multiple areas of
18 Nevada's statutes.

19 Daryl E. Martin, Esq. also performed work on this case, including review and analysis of
20 legal briefs and case strategy. Mr. Martin has a B.A. from Brigham Young University and a J.D.
21 from the Gonzaga University School of Law. Mr. Martin is a CJM shareholder and was admitted
22 to practice in Nevada in 1998. His practice is focused on civil litigation in both federal and state
23 courts. Mr. Martin has represented creditors in bankruptcy court and has represented clients
24 before numerous federal, state, and local government boards, councils, and agencies. A
25 significant portion of Mr. Martin's practice involves advising Taft-Hartley employee benefit
26 plans and pursuing litigation for them in federal court to collect fringe benefit contributions from
27 delinquent employers. This helps to secure the funding needed by benefit plans to provide the
28

1 benefits they have promised to participating employees and their families. Mr. Martin oversees
2 the firm's ERISA subrogation collection practice, which helps ensure that benefit plans remain
3 equipped to pay medical expenses for employees. Mr. Martin has experience handling appeals
4 before the Nevada Supreme Court and the Ninth Circuit Court of Appeals. He is admitted to
5 practice before United States Supreme Court. Mr. Martin and I jointly authored a friend-of-the-
6 court brief filed at the United States Supreme Court.

7 Laura J. Wolff, Esq, provided substantial assistance with legal research and writing in
8 this case. She was frequently delegated initial research and drafting responsibilities on a variety
9 of legal briefs to promote efficiency and cost savings to the Clients, particularly where Mr. Smith
10 was engaged on other matters. Ms. Wolff earned a B.A. from Brigham Young University and a
11 J.D. from the J. Reuben Clark School of Law at Brigham Young University. Ms. Wolff has been
12 licensed to practice law in Nevada since 1998. She also holds a license in the State of Utah. She
13 served as a law clerk for Judge Lloyd D. George, then the chief judge of the United States
14 District Court for the District of Nevada. Her practice is primarily focused on civil litigation in
15 both federal and state courts. Ms. Wolff advises Taft-Hartley employee benefit plans, drafts the
16 documents that govern their operations, and pursues litigation for them, primarily in federal court
17 to collect fringe benefit contributions from delinquent employers. She has also served as trial
18 counsel in the Eighth Judicial District Court.

19 ***The Character of the Work Performed.*** The Plaintiffs filed this lawsuit after approaching
20 the Lytle Trust on several occasions requesting that the Abstracts of Judgment be expunged from
21 their properties. The Lytle Trust refused in each instance, forcing the Plaintiffs to file this lawsuit
22 and proceed with this litigation, respond to the Lytle Trust's multiple unsuccessful appeals and a
23 writ petition to the Nevada Supreme Court, and seek relief for the Lytle Trust's violation and
24 contempt of this Court's Orders. The Plaintiffs would not have incurred *any* of the legal fees and
25 costs requested herein but for the Lytle Trust's actions and refusals to take reasonable steps to
26 simply follow this Court's Orders, which would have permitted the Plaintiffs to avoid incurring
27 all of the relevant litigation and related fees. At every litigation stage and at every opportunity,
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the Lytle Trust multiplied these proceedings by filing additional lawsuits (i.e., the receivership case), numerous appeals, and a writ petition.

This lawsuit involved a complex procedural history, not only with the Lamothe and Boulden litigation, but with several previous cases between the Lytle Trust and the Association that ultimately gave rise to the Abstracts of Judgment. This procedural history had a direct and substantial impact on the course and outcome of this case. The lawsuit involved questions of law surrounding Nevada's Common Interest Community Act, NRS 116, the validity of the Original CC&Rs and the Amended CC&Rs, the meaning of this Court's Orders and orders from prior and related actions, creditor rights, and receiverships. These questions of law were complex and novel in that the Lytle Trust had taken actions, both procedurally and legally, that were highly unusual and unforeseen.

This case has been very important to the Plaintiffs because it has impacted their personal residential properties. The stakes were high for the Plaintiffs because these properties are their primary residences, causing substantial stress and worry daily. Thus, it was imperative that the Plaintiffs restrain the Lytle Trust from violating this Court's May 2018 Order, defend the rights recognized by the Court, ensure that the Order had the intended effect by participating in the contempt proceedings, respond to appellate review, and otherwise protect themselves from the Lytle Trust's actions.

The Work Actually Performed. The Plaintiffs seek to recover fees for work performed from May 1, 2020 to April 30, 2023, which included the following:

- Participation in the Supreme Court's Settlement Program, which required Plaintiffs' counsel to prepare a settlement statement, participate in two conferences with the Settlement Judge, and engage in multiple discussions with Plaintiffs and Opposing Counsel regarding the possibility of settlement.

- Preparation of both a Motion to Dismiss the appeal from the Contempt Order and a Reply in Support of the Motion to Dismiss Appeal. The Lytle Trust opposed the Motion and the Court determined that merits briefing was warranted. Ultimately, the Plaintiffs' arguments in

1 the Motion to Dismiss were proven to be meritorious, as the Supreme Court dismissed the appeal
2 on the same grounds initially (and repeatedly) argued by the Plaintiffs.

3 • Preparation of a lengthy and substantive Respondents' Brief addressing the Lytle
4 Trust's arguments on the merits of the appeal from the Contempt Order. The Lytle Trust's
5 unsuccessful appeal from the contempt order involved 1,804 pages of documentation and briefs.
6 In its briefs, the Lytle Trust alleged facts and legal arguments that required significant research
7 and analysis. The district court record on appeal (appendix) consisted of 1,626 pages submitted
8 in 7 separate volumes. The Lytle Trust's Opening Brief was 55 pages in length and its Reply
9 covered 30 pages. Plaintiffs' Answering Brief was 67 pages long and cited nearly 70 separate
10 legal authorities. The Plaintiffs provided complete and thorough written arguments that
11 ultimately persuaded the Supreme Court to dismiss Lytle Trust's appeal.

12 • Preparation of a Motion for Attorney's Fees in this case following dismissal of the
13 appeal from the Contempt Order, a supporting Reply brief, and preparation to present oral
14 argument on the motion. Again, the Lytle's Trust's actions frustrated the Plaintiffs' lawful and
15 sensible goals. Following full briefing, the Lytle Trust filed its Petition for Writ of Mandamus
16 the day before the hearing on the Motion, further extending this case and prompting the Court to
17 deny the motion without prejudice as premature. To be clear, at the time the Motion was filed, it
18 was in no way premature. Only the last-minute filing by the Lytle Trust of the Writ Petition
19 caused the Court to (sensibly) rule that the Motion had been rendered premature.

20 • The unsuccessful Writ Petition involved 1,948 pages of documentation and briefs.
21 The Lytle Trust's Appellate Briefs consisted of 49 pages and 37 pages, respectively. The
22 appendix on appeal for the writ petition included 1,828 pages. Plaintiffs' Answering Brief
23 covered 34 pages and cited 38 legal authorities.

24 • Preparation of a Respondents' Brief addressing the Lytle Trust's appeal from the
25 Second Fees Order. This unsuccessful appeal involved 1,611 pages of documentation and appeal
26 briefs. The Lytle Trust filed an initial Opening Brief consisting of 32 pages, but later replaced it
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28

1 with an Amended Opening Brief that was 20 pages long. The appendix on appeal consisted of
2 1,531 pages. Plaintiffs' Answering Brief was 14 pages long and cited 18 legal authorities.

3 • Preparation and presentation of oral argument before the Nevada Supreme Court
4 on the Writ Petition and appeal from the Second Fees Order.

5 • Continued monitoring of the appellate cases, including review and analysis of the
6 Lytle Trust's Petition for Rehearing and Petition for En Banc Reconsideration.

7 • Miscellaneous other stipulations, motions, notices, and orders filed, along with
8 status hearings held before this Court and the Nevada Supreme Court.

9 As discussed above, because this matter involved the Plaintiffs' homes, the stakes were
10 high and extremely personal. Further, the Lytle Trust's appellate counsel, Daniel Polsenberg and
11 Joel Henriod, are highly experienced and well-respected appellate advocates. Thus, Plaintiffs'
12 counsel had to bring their A-game to each and every aspect of the appeals and writ petition. Few,
13 if any, attorneys, have experience dealing with litigants like the Lytle Trust. As a result, CJM had
14 little choice but to devote substantial time and resources to this matter. But for the unusual,
15 unexpected, and persistent litigation positions and tactics employed by the Lytle Trust, that time
16 and effort would have been devoted to other matters. The Plaintiffs are respectfully seeking this
17 Court's Order awarding the full amount of the fees claimed, in the hope that a substantial fee
18 award will help deter the Lytle Trust from continuing to engage in unreasonable, harassing,
19 frivolous, and vexatious behavior, both in and out of court, that directly violates existing court
20 directives and orders.

21 ***The Result Obtained.*** As this Court is aware, the result obtained has been favorable for
22 the Plaintiffs at every stage of this case. They prevailed in multiple appeals from this Court's
23 Orders, including the dismissal of the Lytle Trust's appeal from the Contempt Order, affirmance
24 of the Second Fees Order, and denial of the Writ Petition. As a result of the efforts of Plaintiffs'
25 counsel, the Plaintiffs' objectives have been obtained and the Lytle Trust has been restrained
26 from its numerous and varied efforts to interfere with the Plaintiffs' property rights.

8. As set forth in the Motion (*see* discussion at Part V.K) attorney fees in this case must be awarded based on a “lodestar” amount. *Tien Fu Hsu v. Cty. of Clark*, 123 Nev. 625, 636-37, 173 P.3d 724, 732-33 (2007) (fee awards should be based on either contingency or lodestar calculations). Therefore, “the district court must first ‘multiply the number of hours reasonably spent on the case by a reasonable hourly rate.’” *Id.* (citing *Herbst v. Humana Health Ins. of Nevada*, 105 Nev. 586, 590, 781 P.2d 762, 764 (1989)). The reasonable hourly rate is determined by “the prevailing market rates in the relevant community” and not the actual rates charged. *See Camacho v. Bridgeport Financial Inc.*, 523 F.3d 973, 979 (9th Cir. 2008) (lodestar analysis requires determining “the prevailing market rate in the relevant legal community for similar services by lawyers of reasonably comparable skills, experience, and reputation.”); *Blanchard v. Bergeron*, 489 U.S. 87, 93 (1989) (“Should a fee agreement provide less than a reasonable fee ..., the defendant should nevertheless be required to pay the higher [market-based] amount.”); *Barjon v. Dalton*, 132 F.3d 496, 500 (9th Cir. 1997) (attorney’s fees to be calculated using prevailing market rate regardless of actual fee); *Schwarz v. Sec. of Health & Human Servs.*, 73 F.3d 895, 908 (9th Cir. 1995) (The determination is not made by “reference to the rates actually charged by the prevailing party.”); *Southerland v. Int’l Longshoreman’s Warehousemen’s Union, Local 8*, 834 F.2d 790,795 (9th Cir. 1987) (prevailing market rate is often regarded as a reasonable hourly rate).

9. In 2018, one District Court Judge in Las Vegas found that “[r]easonable hourly rates for purposes of a lodestar calculation in Nevada include \$425.00-\$475.00 for partners, \$250.00-\$325.00 for associates, and \$100.00 for paralegals.” *Shotsi v. Manzullo*, Case No. A-16-730950-C, 2018 Nev. Dist. LEXIS 2522, *7 (8th Jud. Dist. Ct, Clark County, Nev., Dec. 7, 2018); *see also* Motion at Part V.K. (collecting cases). Thus, the lodestar rate for the Las Vegas community is \$425.00 - \$475.00 for partners, \$250.00 - \$325.00 for associates, and \$100.00 for paralegals. Applying these rates to CJM attorneys based on experience, and multiplying by the actual time spent by each timekeeper, results in the following lodestar figure:

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| KBC | Kevin B. Christensen | Shareholder | 3.52 | \$475.00 | \$ 1,672.00 |
| TOTAL TIME | | | 380.76 | \$375.87 | \$ 143,117.00 |

10. As shown above, the lodestar figure is \$143,117.00, based on 380.76 hours and a blended hourly rate of \$375.87. I submit that the 380.76 hours were actually and necessarily billed in this matter and that the fees are reasonable. Further, the \$3,896.51 in costs set forth in the Memorandum of Costs were actually, reasonably, and necessarily incurred in this action.

11. To my knowledge, Trudi Lee Lytle and John Allen Lytle, as Trustees of the Lytle Trust, are not minors, incompetents or in the military service, or otherwise exempted under the Servicemembers' Civil Relief Act, 50 U.S.C. § 501, et seq.

Further your affiant sayeth naught.

DATED this 12th day of May, 2023.

/s/ Wesley J. Smith
Wesley J. Smith, Esq.
Nevada Bar No. 11871

Exhibit 1

Billing

Statements

INVOICE

7440 W. Sahara Ave. 001811
Las Vegas, NV 89117
702/255-1718
702/255-0871 Fax
carma@cjmlv.com
Tax ID No. 88-0330040

For professional services rendered.

Due upon receipt

Invoice submitted to:

Julie Marie Sandoval Gegen

May 11, 2023

Professional Services - Post Judgment and Appeals

| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|---|--------------------|---------------|
| 6/22/2020 | WJS | Review Notices from Court and review Notice of Appeal and Case Appeal Statement (.2) | 0.050 260.00/hr | 13.00 |
| 6/26/2020 | WJS | Review Notices from NV S. Court regarding Docketing of Appeal (.1) | 0.025 260.00/hr | 6.50 |
| 7/2/2020 | WJS | Review Notice from Supreme Court regarding Settlement Program (.1); emails to and from L Wolff regarding Procedures (.1); review Notice from Court regarding Disassociation of Counsel (.1); telephone calls to and from J Henriod regarding Cost Bond for Contempt Order Appeal (.1) | 0.100 260.00/hr | 26.00 |
| | LJW | Research Appellate Rules regarding Settlement Program (.4); email to W Smith with Instructions (.2) | 0.150 260.00/hr | 39.00 |
| 7/7/2020 | KBC | Conference with W Smith regarding Court Order and Appeal Issues (.1) | 0.025 260.00/hr | 6.50 |
| 7/10/2020 | LJW | Preparation of Settlement Statement for Appeal (.1) | 0.250 260.00/hr | 65.00 |
| | KBC | Review Nevada Supreme Court Settlement Program Notice and emails to and from Attorneys (.25) | 0.063 260.00/hr | 16.25 |
| 7/14/2020 | WJS | Meeting with Clients regarding Supreme Court Settlement Conference (.8); email from Settlement Judge (.1); telephone call to L Wolff regarding Settlement Statement and proposed Fee Award Order (.2); emails to and from Settlement Judge (.1) | 0.300 260.00/hr | 78.00 |
| 7/17/2020 | LJW | Review emails from Settlement Judge (.1) | 0.025 260.00/hr | 6.50 |

Raynaldo G. Evelyn A. Sandoval Jt Living & Devolution Trust

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|------------|-----|---|--------------------|---------------|
| 7/23/2020 | WJS | Preparation for Pre-Mediation Conference; review Case Summary and files (.4); email to Client (.1); participate in Pre-Mediation Conference call with Settlement Judge (Ishi Kunin), Joel Henroid, Christina Wang (.4); continue conference with J Henriod (.4); email from I Kunin (.05); email from J Gegan (.05) | 0.350 260.00/hr | 91.00 |
| 7/29/2020 | WJS | Preparation for Meeting and telephone call to J Henriod regarding Settlement Program (.2) | 0.050 260.00/hr | 13.00 |
| 7/30/2020 | WJS | Prepare for Meeting with Settlement Judge and review notes (.3); Pre-Mediation Conference with Settlement Judge (.2); email to Clients regarding end of Settlement Program and next steps (.4); conference with L Wolff regarding Analysis of Appeal Issues and Fees Order Issues (1.0) | 0.475 260.00/hr | 123.50 |
| | LJW | Telephone call with W Smith regarding Case strategy and Appeals (1) | 0.250 260.00/hr | 65.00 |
| 8/3/2020 | WJS | Review Notice from Supreme Court regarding Deadlines; review NRAP (.3) | 0.075 260.00/hr | 19.50 |
| 8/6/2020 | LJW | Review Lytle Docketing Statement (.2) | 0.050 260.00/hr | 13.00 |
| 8/10/2020 | WJS | Review Notice from Supreme Court, Docketing Statement and NRAP (.4) | 0.100 260.00/hr | 26.00 |
| 8/11/2020 | KBC | Conference with W Smith regarding Appeals Issues (.35) | 0.088 260.00/hr | 22.75 |
| 8/28/2020 | WJS | Emails to and from J Henroid; review Stipulations for Cash Bonds Pending Appeal (.2) | 0.050 260.00/hr | 13.00 |
| 10/21/2020 | LJW | Review Case Appeal (.2) | 0.050 260.00/hr | 13.00 |
| | WJS | Emails to and from L Wolff regarding Appeal-Ability of Contempt Order (.1); review NRAP (.3) | 0.100 260.00/hr | 26.00 |
| 10/22/2020 | WJS | Caselaw Research regarding appealability of Contempt Order (1.1); file notes (.3); email to L Wolff for review (.1) | 0.375 260.00/hr | 97.50 |
| 10/23/2020 | LJW | Research Writs and Motion to Dismiss (1.6); emails to and from W Smith (.1) | 0.425 260.00/hr | 110.50 |
| | WJS | Email from L Wolff regarding appealability of Contempt Order Research (.1); Research (.9); email to L Wolff regarding Motion to Dismiss (.1) | 0.275 260.00/hr | 71.50 |
| 10/27/2020 | LJW | Preparation of Motion to Dismiss (1) | 0.250 260.00/hr | 65.00 |
| 10/28/2020 | LJW | Preparation of Motion to Dismiss (2.1) | 0.525 260.00/hr | 136.50 |

Raynaldo G. Evelyn A. Sandoval Jt Living & Devolution Trust

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|------------|-----|--|--------------------|---------------|
| 10/28/2020 | WJS | Conference with K Archibald regarding Motion to Dismiss Appeal (.2); Research timing requirements (1.1) | 0.325 260.00/hr | 84.50 |
| 10/29/2020 | LJW | Preparation of Motion to Dismiss (3.2) | 0.800 260.00/hr | 208.00 |
| | WJS | Conference with L Wolff regarding Arguments for Motion to Dismiss (.2); review and revise Motion to Dismiss (1.6); Research Caselaw (.9); preparation of Motion to Dismiss for filing (.6) | 0.825 260.00/hr | 214.50 |
| 12/1/2020 | WJS | Review Notice from Supreme Court and review Lytle Trust Response to Motion to Dismiss Appeal of Contempt Order (.5); Research Rules (.4); emails to and from L Wolff regarding Response and Instructions for Reply Brief (.1); review Deadlines for Merits Briefs (.1); review Rules for Timing Requirements (.1); email to L Wolff regarding Deadlines and potential Motion to Extend Time or Stay Merits Briefing (.2) | 0.350 260.00/hr | 91.00 |
| | LJW | Preparation of Reply to Opposition to Motion to Dismiss Contempt Appeal (.5) | 0.125 260.00/hr | 32.50 |
| 12/2/2020 | LJW | Preparation of Reply to Opposition to Motion to Dismiss Contempt Appeal (.1) | 0.025 260.00/hr | 6.50 |
| 12/3/2020 | LJW | Research Judicial Review (.8); preparation of Reply to Opposition to Motion to Dismiss Contempt Appeal (2.3) | 0.775 260.00/hr | 201.50 |
| 12/4/2020 | LJW | Preparation of Reply to Opposition to Motion to Dismiss Contempt Appeal (4.2) | 1.050 260.00/hr | 273.00 |
| | WJS | Review and revise Reply to Motion to Dismiss Contempt Appeal (1.9) | 0.475 260.00/hr | 123.50 |
| 12/7/2020 | WJS | Review and revise Reply Brief on Motion to Dismiss Contempt Appeal, review Citations (.8); Research (.2); preparation for filing Reply (.4) | 0.350 260.00/hr | 91.00 |
| 1/13/2021 | KBC | Review NV Supreme Court Order regarding Motion to Dismiss Appeal (.15) | 0.038 260.00/hr | 9.75 |
| 2/2/2021 | WJS | Emails to and from J Henriod regarding Request for Additional Time on Contempt Appeal Brief (.1) | 0.025 260.00/hr | 6.50 |
| 3/16/2021 | WJS | Review Notices from Supreme Court regarding Lytle's Opening Brief on Contempt Appeal (.1); telephone call to L Wolff regarding Contempt Appeal Response Brief (.2) | 0.075 265.00/hr | 19.88 |
| | LJW | Telephone call with W Smith regarding Brief (.2) | 0.050 265.00/hr | 13.25 |
| 3/17/2021 | LJW | Review Appellate Brief on Contempt (.4) | 0.100 265.00/hr | 26.50 |
| | WJS | Review Lytle Trust's Opening Brief on Contempt Appeal and prepare file notes regarding Brief (6.1); email to L Wolff (.2) | 1.580 265.00/hr | 418.70 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|--|--------------------|---------------|
| 3/18/2021 | WJS | Review notes regarding Opening Brief (.4); conference with L Wolff regarding Opening Brief and outline for Response (.6) | 0.250 265.00/hr | 66.25 |
| | LJW | Review Appellate Brief on Contempt (.6); telephone call to W Smith regarding outline of Brief Response (.6) | 0.400 265.00/hr | 106.00 |
| 3/19/2021 | LJW | Preparation of Statement of Facts for Appellate Brief (1.3) | 0.325 265.00/hr | 86.13 |
| 3/20/2021 | LJW | Preparation of Statement of Facts for Appellate Brief (.5) | 0.125 265.00/hr | 33.13 |
| 3/22/2021 | LJW | Preparation of Statement of Facts for Appellate Brief (2.6) | 0.650 265.00/hr | 172.25 |
| 3/23/2021 | LJW | Preparation of Introduction and Statement of Facts for Appellate Brief (2.5) | 0.625 265.00/hr | 165.63 |
| 3/24/2021 | LJW | Preparation of Introduction and Statement of Facts for Appellate Brief (4.2) | 1.050 265.00/hr | 278.25 |
| 3/25/2021 | LJW | Preparation of Introduction and Statement of Facts for Appellate Brief (4.2) | 1.050 265.00/hr | 278.25 |
| 3/26/2021 | LJW | Review and revise Statement of Facts (2); preparation of Cites to Appendix (2.8); email to W Smith (.1) | 1.225 265.00/hr | 324.63 |
| 3/29/2021 | LJW | Research Jurisdiction and preparation of Section on Jurisdiction (3.4) | 0.850 265.00/hr | 225.25 |
| | WJS | Review and redline Statement of Facts for Respondents' Brief in Contempt Appeal (2); email to L Wolff (.1); email from C Wang (.1) | 0.550 265.00/hr | 145.75 |
| 3/30/2021 | LJW | Research Jurisdiction and preparation of Section on Jurisdiction (1.5) | 0.375 265.00/hr | 99.38 |
| 3/31/2021 | WJS | Emails from L Wolff regarding Respondents' Brief (.1); telephone call to C Wang regarding Appeal Brief (.6) | 0.180 265.00/hr | 47.70 |
| 4/1/2021 | WJS | Conference with L Wolff regarding Argument for Respondents' Brief, Appendix documents and Research (.2) | 0.050 265.00/hr | 13.25 |
| | LJW | Research Law of Case (2); preparation of Argument (1); telephone call to W Smith (.7) | 0.925 265.00/hr | 245.13 |
| 4/2/2021 | LJW | Research Amendment of Injunctions (2); preparation of Argument (1.7) | 0.925 265.00/hr | 245.13 |
| 4/3/2021 | LJW | Research Jurisdiction and preparation of Jurisdiction Section (3) | 0.750 265.00/hr | 198.75 |
| 4/5/2021 | WJS | Emails to and from L Wolff regarding draft Respondents' Brief (.1); Research and review NRAP (.5) | 0.150 265.00/hr | 39.75 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|---|--------------------|---------------|
| 4/5/2021 | LJW | Research Case Law (2); preparation of Argument (2) | 1.000 265.00/hr | 265.00 |
| 4/6/2021 | LJW | Research Amendment to Preliminary Injunction (.8); preparation of Argument (.3) | 0.275 265.00/hr | 72.88 |
| 4/12/2021 | LJW | Telephone call with W Smith (.1); preparation of Stipulation to Extend Time to file Brief (.7) | 0.200 265.00/hr | 53.00 |
| 4/13/2021 | WJS | Review draft Stipulation (.1); emails to and from L Wolff and J Henriod (.1); review Notices from Supreme Court (.1); review Order of Limited Remand (.1); conference with L Wolff (.2) | 0.150 265.00/hr | 39.75 |
| | LJW | Telephone call with W Smith (.1); email to Clerk (.1); preparation of Stipulation to Extend Time to file Brief (.2) | 0.100 265.00/hr | 26.50 |
| 4/16/2021 | LJW | Preparation of Stipulation (.2); telephone call to Clerk (.1); telephone call to opposing counsel (.1); preparation of Reply to Brief section on Deference to Judge's Opinion (1.9) | 0.575 265.00/hr | 152.38 |
| | WJS | Review Notices from Supreme Court (.1); emails to and from L Wolff regarding Stipulation for Extension (.1) | 0.050 265.00/hr | 13.25 |
| 4/19/2021 | LJW | Preparation of Reply Brief on Deference to Judge's Opinion (5.5) | 1.375 265.00/hr | 364.38 |
| 4/20/2021 | LJW | Preparation of Reply to Brief on Jurisdictional Basis for Review (5.5) | 1.375 265.00/hr | 364.38 |
| 4/21/2021 | LJW | Preparation of Reply to Brief on Deference and Discretion (2.1) | 0.525 265.00/hr | 139.13 |
| 4/22/2021 | LJW | Preparation of Reply to Brief (2.2); revisions to Fact Section (1.2); Research Case Law (.8) | 1.050 265.00/hr | 278.25 |
| 4/23/2021 | LJW | Preparation of Reply to Jurisdiction Issue (1.9); preparation of Issue Statement (1) | 0.725 265.00/hr | 192.13 |
| 4/24/2021 | LJW | Preparation of Cites to Fact Section (3.2) | 0.800 265.00/hr | 212.00 |
| 4/26/2021 | LJW | Preparation of Cites to Fact Section (1); preparation of Law of Case and Exceptions Argument (2.4) | 0.850 265.00/hr | 225.25 |
| 4/27/2021 | LJW | Preparation of Law of the Case and Exceptions Argument (2.8); telephone with W Smith (.5) | 0.825 265.00/hr | 218.63 |
| | WJS | Conference with L Wolff regarding revisions and analysis (.5) | 0.125 265.00/hr | 33.13 |
| 4/29/2021 | WJS | Conference with L Wolff regarding Briefing Schedule on Contempt Appeal (.1) | 0.025 265.00/hr | 6.63 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|--|--------------------|---------------|
| 4/29/2021 | LJW | Telephone conference with W Smith (.1); preparation of Reply to Appellate Brief (4.3) | 1.100 265.00/hr | 291.50 |
| 4/30/2021 | LJW | Preparation of Reply to Appellate Brief regarding Unambiguous Terms (4.7) | 1.175 265.00/hr | 311.38 |
| | KBC | Review Order regarding Responsive Appeal Brief (.15) | 0.038 265.00/hr | 9.94 |
| 5/3/2021 | WJS | Telephone call from L Wolff regarding Citations (.2); Research Respondent's Brief in Contempt Appeal (.5); telephone call to L Wolff (.1) | 0.200 265.00/hr | 53.00 |
| | LJW | Telephone call with W Smith (.2); review all Cited Cases in Brief by Lytle Trust (4.8) | 1.250 265.00/hr | 331.25 |
| 5/4/2021 | LJW | Preparation of final draft of Reply Brief (6.3) | 1.575 265.00/hr | 417.38 |
| 5/5/2021 | LJW | Preparation of final draft of Reply Brief (4.7) | 1.175 265.00/hr | 311.38 |
| | WJS | Email from L Wolff regarding draft Brief (.1); review and revise Cover Page, Jurisdictional Statement and Statement of Issues (1.2); Research (.6) | 0.475 265.00/hr | 125.88 |
| 5/6/2021 | WJS | Review and revise Respondent's Brief for Contempt Appeal (Statement of Case, Statement of Facts, Summary of Argument, Standard of Review) (3.2); review Appendix (.6); Research (.6) | 1.100 265.00/hr | 291.50 |
| 5/7/2021 | WJS | Research, draft and revise Statement of Jurisdiction and Arguments for Respondents' Brief (8.1) | 2.025 265.00/hr | 536.63 |
| 5/10/2021 | WJS | Review and revise Respondent's Brief (2.3) | 0.575 265.00/hr | 152.38 |
| 5/11/2021 | LJW | Research Appellate Brief (.5) | 0.125 265.00/hr | 33.13 |
| | WJS | Review and revise Respondents' Brief (5.4); Research (4.2) | 2.400 265.00/hr | 636.00 |
| 5/12/2021 | WJS | Emails to and from L Wolff and Clerk (.2); revise Statement of Case and Summary of Argument (1.2); review Citations (.8); preparation of Table of Authorities and Table of Contents (2.4); preparation of Certificate of Compliance (.2); review and revise Respondent's Brief (.6); telephone calls to and from D Martin regarding Brief (.2) | 1.400 265.00/hr | 371.00 |
| | LJW | Research Appellate Brief (2.2) | 0.550 265.00/hr | 145.75 |
| | DEM | Telephone call from W Smith (.2); revise Appeal Brief (2.2) | 0.600 265.00/hr | 159.00 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|---|--------------------|---------------|
| 5/13/2021 | WJS | Conferences with D Martin regarding Brief and Appeal Arguments (.3); review redline and incorporate changes (1.2); preparation of and revise Answering Brief (1.6); review and insert Keycite Citations (.6); revise Table of Authorities and Table of Contents (.4); email to L Wolff regarding review of Brief (.1) | 1.050 265.00/hr | 278.25 |
| | DEM | Research (.3); review Lytle Trust's Opening Brief (.4); revise Appeal Brief (1.9); conference with W Smith (.3) | 0.725 265.00/hr | 192.13 |
| 5/14/2021 | WJS | Email from L Wolff regarding review of Answering Brief (.2); review and revise Answering Brief (1); preparation for filing (.1) | 0.325 265.00/hr | 86.13 |
| | LJW | Review and revisions to final Brief in Contempt Appeal (1.4); emails to and from W Smith (.6) | 0.500 265.00/hr | 132.50 |
| 5/28/2021 | WJS | Review Notice from Court (.1); review Dismar's Answering Brief (.4); email from L Wolff (.1) | 0.150 265.00/hr | 39.75 |
| | LJW | Review Brief from Dismar's Counsel (.4); email to W Smith (.1) | 0.125 265.00/hr | 33.13 |
| 6/4/2021 | WJS | Review Notices from Court and review Amended Notice of Appeal and Amended Case Appeal Statement (.4) | 0.100 265.00/hr | 26.50 |
| 6/28/2021 | WJS | Emails to and from J Henroid regarding Extension of Reply Brief (.1) | 0.025 265.00/hr | 6.63 |
| 7/29/2021 | WJS | Review Notice from Supreme Court, review Motion for Extension of Reply Brief filed by Lytle Trust (.2) | 0.050 265.00/hr | 13.25 |
| 8/9/2021 | WJS | Review Notice from Supreme Court regarding Extension Order and review Order (.1) | 0.025 265.00/hr | 6.63 |
| 8/30/2021 | WJS | Review Notice from Supreme Court regarding Motion for Extension and review Motion (.2) | 0.050 265.00/hr | 13.25 |
| 9/13/2021 | WJS | Review Lytle's Reply Brief in Support of Contempt Appeal (.4) | 0.100 265.00/hr | 26.50 |
| 2/18/2022 | WJS | Review Notice from Supreme Court and review Order of Dismissal (.5); emails to and from L Wolff and K Christensen (.1); review Case Strategy, NRCP, NRS and NRAP (.6); email to K Christensen regarding Recovery of Fees (.1); review Fee Statement and Summary (.2) | 0.375 265.00/hr | 99.38 |
| | LJW | Review Order from Court and emails to and from W Smith (.1) | 0.025 265.00/hr | 6.63 |
| 2/21/2022 | LJW | E-mails to and from W Smith (.1) | 0.025 265.00/hr | 6.63 |
| 2/25/2022 | WJS | Conference with L Wolff regarding potential Motion for Fees and Costs (.2); email to Clients regarding Order Dismissing Appeal, Fees and Costs (.1) | 0.075 265.00/hr | 19.88 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|--|--------------------|---------------|
| 3/1/2022 | WJS | Review Fee Statements for Contempt Appeal (.8); prepare notes on revisions for fees Motion (.6); email to Clerk regarding preparation for Statements for Contempt Appeal Fees (.1) | 0.375 265.00/hr | 99.38 |
| | LJW | Review and mark Billings regarding Contempt Appeal Fees (2.5); emails to and from W Smith regarding Fees (.3) | 0.700 265.00/hr | 185.50 |
| 3/2/2022 | LJW | Preparation of Attorney's Fees Motion for Contempt Appeal (1.5); Research Contempt Statutes/Rules and Fees (1.4) | 0.725 265.00/hr | 192.13 |
| | WJS | Telephone calls to and from C Wang regarding Supreme Court Dismissal, impact on District Court Case and Litigation Strategy (.7) | 0.175 265.00/hr | 46.38 |
| 3/3/2022 | LJW | Preparation of Introduction for Attorney's Fees Motion for Contempt Appeal (.5); Research Contempt and Fees (.5) | 0.250 265.00/hr | 66.25 |
| 3/4/2022 | LJW | Preparation of Points and Authorities for Attorney's Fees Motion for Contempt Appeal (1.0); Research Contempt and Fees (.4) | 0.350 265.00/hr | 92.75 |
| 3/7/2022 | LJW | Continued Preparation of Points and Authorities for Attorney's Fees Motion for Contempt Appeal (3.1) | 0.775 265.00/hr | 205.38 |
| 3/8/2022 | LJW | Preparation of Statement of Facts for Attorney's Fees Motion for Contempt Appeal (1.4) | 0.350 265.00/hr | 92.75 |
| | WJS | Email from L Wolff regarding Motion for Fees (.1) | 0.025 265.00/hr | 6.63 |
| 3/9/2022 | LJW | E-mails to and from Clerk regarding Billings for Motion for Contempt Appeal (.2) | 0.050 265.00/hr | 13.25 |
| | WJS | Review Motion and Declaration drafts and preparation of redline revisions (2.5); email to L Wolff (.2) | 0.675 265.00/hr | 178.88 |
| 3/10/2022 | WJS | Email from L Wolff (.1); review Fees and Statement (.2); review and revise Motion for Fees and Declaration (.8); email to L Wolff (.1) | 0.300 265.00/hr | 79.50 |
| | LJW | Review and select Exhibits for Motion for Fees (1.3); revise Motion after W Smith review and prepare and revise Declaration (1.3) | 0.650 265.00/hr | 172.25 |
| 3/11/2022 | LJW | Final revisions to Fees Motion, Declaration and Exhibits (.8) | 0.200 265.00/hr | 53.00 |
| | WJS | Emails from L Wolff (.1); review final Motion and Declaration (.1) | 0.050 265.00/hr | 13.25 |
| 3/14/2022 | LJW | Review Court Order regarding Hearing on Fees Motion (.1) | 0.025 265.00/hr | 6.63 |
| | WJS | Review Motion for Fees and Hearing Notice and file notes (.1) | 0.025 265.00/hr | 6.63 |
| 3/22/2022 | WJS | Review Notice from Supreme Court and review Remittitur (.1) | 0.025 265.00/hr | 6.63 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|--|--------------------|---------------|
| 3/22/2022 | LJW | Telephone call with W Smith regarding Hearing on Fees Motion (.1) | 0.025 265.00/hr | 6.63 |
| 3/28/2022 | LJW | Review Opposition to Motion for Fees (.5); preparation of Reply to Opposition (.2) | 0.175 265.00/hr | 46.38 |
| 3/29/2022 | LJW | Preparation of Reply to Opposition to Fees Motion (2.5) | 0.625 265.00/hr | 165.63 |
| 3/30/2022 | LJW | Preparation of Reply to Opposition (1.0); Research on cases cited by Lytle Trust (2.0); telephone call to W Smith regarding Opposition (.5) | 0.875 265.00/hr | 231.88 |
| | WJS | Conference with L Wolff regarding Lytle Trust Opposition to Fees Motion (.5) | 0.125 265.00/hr | 33.13 |
| 3/31/2022 | LJW | Preparation of Points and Authorities in Reply to Opposition (2.0); Research the term Prevailing Party under Nevada Law (2.3) | 1.075 265.00/hr | 284.88 |
| 4/1/2022 | LJW | Final Preparation of Reply to Opposition (1.0); preparation of Declaration for Reply (1.0); review Exhibits for filing and citing in Reply (1.3) | 0.825 265.00/hr | 218.63 |
| | WJS | Review Reply Brief and preparation of Redline (1.6); emails to and from L Wolff (.2) | 0.450 265.00/hr | 119.25 |
| 4/4/2022 | WJS | Review Notices from Court and review Hearing Notice (.1) | 0.025 265.00/hr | 6.63 |
| 4/5/2022 | WJS | Review Notice from Supreme Court in Fees Appeal and review Lytle Motion to Extend Time (.2) | 0.050 265.00/hr | 13.25 |
| 4/8/2022 | WJS | Review Notice from Court, review Order Granting Extension and file notes (.1) | 0.025 265.00/hr | 6.63 |
| 4/11/2022 | LJW | Preparation of Oral Argument on Motion for Fees (1.9) | 0.475 265.00/hr | 125.88 |
| 4/12/2022 | LJW | Preparation of Oral Argument on Motion for Fees; Appearance at Hearing on Fees Motion (2.0) | 0.500 265.00/hr | 132.50 |
| 4/13/2022 | LJW | E-mails to and from opposing counsel regarding Order and Stipulation (.2); review Order and Stipulation on Fees Motion (.2) | 0.100 265.00/hr | 26.50 |
| 4/14/2022 | LJW | E-mails to and from opposing counsel regarding Order and Stipulation (.2); telephone call to W Smith regarding Hearing and Issues (.4) | 0.100 265.00/hr | 26.50 |
| | WJS | Email from D Waite regarding Settlement Offer (.1); email to K Christensen and L Wolff (.1); conference with K Christensen and review of Settlement Offer (.2) | 0.100 265.00/hr | 26.50 |
| | WJS | Emails to and from L Wolff regarding Stipulation and Order on Fees Motion (.2); telephone call from L Wolff regarding Hearing and Issues (.4) | 0.150 265.00/hr | 39.75 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|---|--------------------|---------------|
| 4/14/2022 | WJS | Review Notices from Supreme Court regarding Writ Petition and review of Writ Petition (.8); review Civil Practice Manual and NRAP 21 (.2); emails to and from C Wang (.1); emails to and from L Wolff (.1) | 0.300 265.00/hr | 79.50 |
| | KBC | Review Fees and Costs Settlement Offer with W Smith (.2); email from Attorney (.05) | 0.063 265.00/hr | 16.56 |
| 4/15/2022 | LJW | Review email from Dan Waite (.1); email to W Smith regarding Settlement Proposal (.2) | 0.075 265.00/hr | 19.88 |
| 4/18/2022 | WJS | Review Notices from District Court regarding Fees Motion (.1) | 0.025 265.00/hr | 6.63 |
| 4/19/2022 | WJS | Review Lytle Settlement Offer (.1); preparation of email to Clients regarding Proposal and Recommendation (1.0); emails to and from and telephone call to L Wolff regarding Settlement (.2); file notes (.6); telephone calls to and from and emails to and from D Waite regarding Settlement Offer and Issues (.4) | 0.600 265.00/hr | 159.00 |
| | LJW | Telephone call and email with W Smith regarding Offer (.2) | 0.050 265.00/hr | 13.25 |
| 4/20/2022 | WJS | Email from D Waite regarding Settlement Offer (.2); review, revise and send email to Clients (.2); telephone calls and emails to Clients (.3); email to D Waite regarding Counteroffer (.3) | 0.250 265.00/hr | 66.25 |
| | WJS | Review Lytle Writ Petition (1.2); review Appeal Brief (.2) | 0.350 265.00/hr | 92.75 |
| 4/22/2022 | WJS | Email from D Waite regarding Counteroffer on Fees Appeal Settlement (.1) | 0.025 265.00/hr | 6.63 |
| 4/25/2022 | WJS | Research (.6); review Counteroffer (.2); emails to and from K Christensen and L Wolff (.2) | 0.225 265.00/hr | 59.63 |
| 4/28/2022 | KBC | Emails to and from Attorneys and Clients regarding Fees Negotiations (.25) | 0.063 265.00/hr | 16.56 |
| | WJS | Email from D Waite regarding Settlement Offer on Fees Appeal (.1); emails to and from K Christensen (.1); email to and from Clients with Recommendation (.3); email to D Waite (.1) | 0.150 265.00/hr | 39.75 |
| 5/2/2022 | WJS | Emails to and from D Waite regarding Settlement Offer (.1) | 0.025 265.00/hr | 6.63 |
| 5/5/2022 | WJS | Review Notices from Supreme Court and review filed Appendix and Motion to Extend Time (.6) | 0.150 265.00/hr | 39.75 |
| 5/6/2022 | WJS | Review Notices from Supreme Court and review Lytle Opening Brief (.5); review Order Granting Extension and Due Date (.1) | 0.150 265.00/hr | 39.75 |
| 5/12/2022 | KBC | Review Pleadings Due Dates and Attorney email and notes regarding Due Dates (.15) | 0.038 265.00/hr | 9.94 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|--|--------------------|---------------|
| 5/12/2022 | WJS | Review Notice from Supreme Court and review Order regarding Real Parties in Interest Answers (.1); email to K Christensen and L Wolff (.1) | 0.050 265.00/hr | 13.25 |
| 5/23/2022 | KBC | Conference with W Smith regarding Receiver Fee Orders and Hearing (.2); review Fees Negotiation emails (.15) | 0.088 265.00/hr | 23.19 |
| | WJS | Preparation of Answer to Writ Petition (1.8); review Order directing Answer (.1); review Petition (1.4); Research (1.2) | 1.125 265.00/hr | 298.13 |
| | WJS | Telephone call from and email to D Waite regarding Settlement of Fees Appeal (.3) | 0.075 265.00/hr | 19.88 |
| 5/24/2022 | WJS | Preparation of Answer to Writ Petition (3.0); Research (3.8) | 1.700 265.00/hr | 450.50 |
| 5/25/2022 | KBC | Conference with W Smith to review Appeal and Settlement Issues (.2); preparation for and conference with Clients (.7); file notes regarding Instructions (.1) | 0.238 265.00/hr | 62.94 |
| | WJS | Email to D Waite regarding Settlement (.1); file notes (.4) | 0.125 265.00/hr | 33.13 |
| | WJS | Preparation of notes for Meeting with Clients (1.0); conference with K Christensen (.2); preparation for Meeting; conference with Client (1.4); Research (.1); conference with K Christensen (.2) | 0.725 265.00/hr | 192.13 |
| 5/26/2022 | WJS | Emails to and from D Waite regarding Settlement of Fees (.1) | 0.025 265.00/hr | 6.63 |
| 5/27/2022 | WJS | Emails to and from D Waite regarding Stipulation (.2) | 0.050 265.00/hr | 13.25 |
| 5/31/2022 | WJS | Email from D Waite regarding Stipulation (.1) | 0.025 265.00/hr | 6.63 |
| 6/1/2022 | WJS | E-mail from D Waite (.05); review draft Stipulation regarding Appeal Bond Release (.3); preparation of Redline (.3); email to D Waite (.05) | 0.175 265.00/hr | 46.38 |
| | WJS | Telephone call from and emails to and from C Wang regarding Response to Writ Petition (.6) | 0.150 265.00/hr | 39.75 |
| 6/2/2022 | WJS | Emails to and from C Wang regarding Appendix revisions (.2); review and revise Answer to Writ Petition (1.4) | 0.400 265.00/hr | 106.00 |
| | WJS | Emails to and from D Waite and review Stipulation regarding Release of Bond Funds (.1); emails to and from J Henriod regarding Joint Motion for Supreme Court (.1) | 0.050 265.00/hr | 13.25 |
| 6/3/2022 | WJS | Preparation of Joint Motion regarding Withdrawal and Stipulation for Extension of Time (.7); emails to and from J Henriod and D Waite (.2); review Joint Motion and approve for filing (.1); review Notice from Supreme Court (.1) | 0.275 265.00/hr | 72.88 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|--|--------------------|---------------|
| 6/7/2022 | WJS | Review and revise Answer to Writ Petition (3.6) | 0.900 265.00/hr | 238.50 |
| 6/8/2022 | WJS | Review and revise Answer to Writ Petition (1.2); preparation of Citations (.8); preparation of Tables of Authority (.4); check NRAP requirements (.2); preparation of Certificates of Compliance (.3); finalize Answer to Writ Petition (.3); emails to and from C Wang regarding coordination and Joinder (.2); email to Clerk regarding filing Instructions (.1) | 0.825 265.00/hr | 218.63 |
| 6/10/2022 | WJS | Review Notices from Court and review Disman Answer (.8) | 0.200 265.00/hr | 53.00 |
| 6/20/2022 | WJS | Review Court Notices regarding Extension and Amended Brief (.2); review Notice of Entry of Order regarding Release of Bond Money (.1); email to Clerk regarding Payment (.1) | 0.100 265.00/hr | 26.50 |
| 6/21/2022 | WJS | Emails to and from Court regarding Payment from Bond (.1) | 0.025 265.00/hr | 6.63 |
| | WJS | Review Notice from Supreme Court regarding Extension for Reply Brief (.1) | 0.025 265.00/hr | 6.63 |
| 6/22/2022 | WJS | Review Notices from Supreme Court and review Appellant's Amended Opening Brief (.6); Research (.8); preparation of Respondents' Answering Brief (1.8) | 0.800 265.00/hr | 212.00 |
| 6/28/2022 | WJS | Review and revise Response Brief on Fees Appeal regarding Contempt Fees (2.8) | 0.700 265.00/hr | 185.50 |
| 6/29/2022 | WJS | Review and revise Response Brief (.7); email to D Martin (.1) | 0.200 265.00/hr | 53.00 |
| 7/5/2022 | DEM | Revise Answering Brief (.8); Research (.3) | 0.275 265.00/hr | 72.88 |
| 7/6/2022 | DEM | Revise Answering Brief (.7); Research (.2); email to W Smith (.1) | 0.225 265.00/hr | 59.63 |
| 7/7/2022 | WJS | Email from D Martin regarding Respondent's Brief (.1); review and revise Respondent's Brief (.16); Research (1.3); email to and telephone call from D Martin (.2) | 0.800 265.00/hr | 212.00 |
| | DEM | Emails from W Smith (.1); revise Appeal Brief (.4); telephone call to W Smith (.2) | 0.175 265.00/hr | 46.38 |
| 7/8/2022 | WJS | Review Notice from Supreme Court and review Lytle's Reply in Support of Writ Petition (.4) | 0.100 265.00/hr | 26.50 |
| 7/12/2022 | DEM | Conference with W Smith (.4) | 0.100 265.00/hr | 26.50 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|------------|-----|---|--------------------|---------------|
| 7/19/2022 | WJS | Review and revise Respondent's Brief (.6); preparation for filing (.05); email to Clerk regarding Instruction (.1); review Notice from Supreme Court (.05) | 0.200 265.00/hr | 53.00 |
| 9/6/2022 | WJS | Review Notice from Supreme Court regarding Lytle Reply and review filed Reply (.3) | 0.075 265.00/hr | 19.88 |
| 9/7/2022 | WJS | Review Docket for Case status (.1); review Lytle Trust Reply Brief (.4) | 0.125 265.00/hr | 33.13 |
| 10/6/2022 | WJS | Review Appeal Documents (.1); file notes regarding Hearing and Status Report Requirements (.1) | 0.050 265.00/hr | 13.25 |
| 10/7/2022 | WJS | Review Case files (.3); preparation of Status Report for Judge Williams for Status Check Hearing (1.1) | 0.350 265.00/hr | 92.75 |
| 10/13/2022 | WJS | Preparation for and Appearance at Hearing before Judge T Williams regarding Status Check (1.2) | 0.300 265.00/hr | 79.50 |
| 10/14/2022 | WJS | Review Docket, review Minute Order and file notes regarding Status Check and Hearing Date (.1) | 0.025 265.00/hr | 6.63 |
| 10/21/2022 | WJS | Review Supreme Court Docket regarding Contempt Appeals (.2) | 0.050 265.00/hr | 13.25 |
| 11/10/2022 | WJS | Email from Supreme Court, review Order regarding Consolidation and Oral Argument and file notes regarding Hearing Date (.1); email to Client (.2); emails to and from L Wolff (.2); preparation of notes for Oral Argument before Supreme Court (.5) | 0.250 265.00/hr | 66.25 |
| | KBC | Review Hearing Order and Attorney email and note Appeal Hearing before NV Supreme Court (.1) | 0.025 265.00/hr | 6.63 |
| 11/23/2022 | WJS | Review Notice from Supreme Court regarding Oral Argument and review Notice of Judges Panel (.1); review Judges Information (.3) | 0.100 265.00/hr | 26.50 |
| 11/25/2022 | WJS | Review and preparation of notes for Oral Argument before Supreme Court (.8) | 0.200 265.00/hr | 53.00 |
| 11/28/2022 | WJS | Conference with D Martin regarding Supreme Court Hearing, Issues and preparation for Hearing (.5); review files (.4); email to Clerks regarding preparation of documents for Hearing (.1); file notes regarding Oral Argument (.2) | 0.300 265.00/hr | 79.50 |
| 11/29/2022 | WJS | Telephone calls to and from Supreme Court regarding Hearing and time allotment (.2); emails to and from and telephone call from C Wang regarding Hearing, preparation and discussion of Argument Points (1.3); review Supreme Court Summary of Case for Hearing (.2); file notes (.6); emails to and from D Martin (.1) | 0.600 265.00/hr | 159.00 |
| | DEM | Review Nevada Supreme Court Notice regarding Oral Argument (.1); review file (.1); review Lytle Trust Arguments in support of Petition for Writ of Mandate or Prohibition (.5) | 0.175 265.00/hr | 46.38 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|------------|-----|---|--------------------|---------------|
| 11/30/2022 | DEM | Conference with W Smith (.4) | 0.100 265.00/hr | 26.50 |
| | WJS | Review Notice from Supreme Court (.1); review NRAP and Supreme Court Rules regarding Oral Argument (.4); preparation of Notice of Appearance for Oral Argument (.3); emails to and from C Wang (.2); review Case files (2.7); preparation of Oral Argument and notes (1.2); preparation for Oral Argument and practice (.5); revise Oral Argument Outline (.3); telephone call from D Martin (.4) | 1.525 265.00/hr | 404.13 |
| 12/1/2022 | WJS | Review and revise Oral Argument, practice Argument (1.2); review District Court Appendix (Proceeding Records approx. 1800 pages) (3.4); revise and prepare for Oral Argument (1.5) | 1.525 265.00/hr | 404.13 |
| 12/3/2022 | WJS | Review and mark Appendix and prepare for Oral Argument (1.7) | 0.425 265.00/hr | 112.63 |
| 12/5/2022 | WJS | Review and mark Appendix for Oral Argument (3.2); practice Oral Argument (.4); review and revise Outline (.9); prepare notes and Record Summaries (2.7); preparation for Oral Argument and further revise Outline (.5) | 1.925 265.00/hr | 510.13 |
| 12/6/2022 | WJS | Preparation for Oral Argument (.5); review Case Briefing (2.0); preparation of Answers to anticipated Questions (.6); revise notes and Outline; practice Oral Argument (.8); prepare for Hearing (.6); Appearance at Nevada Supreme Court Hearing, present Oral Argument (1.7); conference with Clients regarding Hearing (.2); conference with C Wang (.7); conference with K Christensen (.3) | 1.850 265.00/hr | 490.25 |
| 12/13/2022 | WJS | Conference with Attorneys regarding Oral Argument and Case Status (.2) | 0.050 265.00/hr | 13.25 |
| 12/29/2022 | WJS | Review Notice from Supreme Court (.1); review filed Order Denying Writ and Affirming Fees Appeal (.2); emails to and from Clients (.1) | 0.100 265.00/hr | 26.50 |
| 1/3/2023 | WJS | Emails to and from D Waite (.1); review Supreme Court Order (.8); review NRAP and NRCP regarding Costs and Fee Motions and Procedural Matters (.6); file notes regarding Case Strategy | 0.600 265.00/hr | 159.00 |
| 1/4/2023 | LJW | Review notes from W Smith regarding Appeal and Attorney's Fees (.4); Research Costs and Fees (.6) | 0.250 265.00/hr | 66.25 |
| | WJS | Review and revise notes (.6); emails to and from L Wolff regarding Research (.3); telephone call from C Wang regarding Orders and Case (1.2) | 0.525 265.00/hr | 139.13 |
| 1/5/2023 | LJW | Research Costs and Fees and Motion for Fees in Supreme Court (2.7); telephone call to W Smith regarding NRAP Requirements for Bill of Costs and possible Fees Motion (.5) | 0.800 265.00/hr | 212.00 |
| | WJS | Telephone call to L Wolff regarding NRAP Requirements for Bill of Costs and possible Fee Motion (.5) | 0.125 265.00/hr | 33.13 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|---|--------------------|---------------|
| 1/6/2023 | LJW | Research Costs and Fees and Motion for Fees in Supreme Court (1.0); preparation of Memo regarding Motions for Filing Fees in Supreme Court (2.0); Research Court's Website for filed documents (.8) | 0.950 265.00/hr | 251.75 |
| | WJS | Email from L Wolff (.05); review Caselaw Memo regarding Fees Motion for Appeal Fees (.3); email to L Wolff (.05) | 0.100 265.00/hr | 26.50 |
| 1/10/2023 | WJS | Review Musso Case regarding Appeal Fees (.2); preparation of Case notes for potential Fees Motion (.1) | 0.075 265.00/hr | 19.88 |
| 1/11/2023 | WJS | Telephone call to D Waite regarding Settlement of Fees and Williams Matter (.3) | 0.075 265.00/hr | 19.88 |
| 1/17/2023 | WJS | Review Fees Summaries and Billings (.4); email to D Waite regarding possible Settlement of Fees (.5) | 0.225 265.00/hr | 59.63 |
| 1/19/2023 | WJS | Email from D Waite (.1); analysis of Offer and email to Clients regarding Fee Settlement Issues (.9); emails to and from Client regarding Meeting (.1); revise email regarding Lytle Settlement Offer (.1); email to Clients (.1) | 0.325 265.00/hr | 86.13 |
| 1/20/2023 | WJS | Conference with Clients regarding Fees on Appeal and possible Settlement (.6); email to D Waite regarding Counteroffer (.3) | 0.225 265.00/hr | 59.63 |
| | KBC | Review Nevada Supreme Court Decision and conference with W Smith regarding pending Issues (.4) | 0.100 265.00/hr | 26.50 |
| 1/23/2023 | WJS | Email from D Waite regarding Settlement Discussion (.1) | 0.025 265.00/hr | 6.63 |
| 1/25/2023 | WJS | Emails to and from D Waite regarding Settlement and Reconsideration/Clarification of Supreme Court Order by Lytle (.2); review NRAP regarding En Banc Reconsideration (.2); conference with D Martin and E James (.1) | 0.125 265.00/hr | 33.13 |
| 1/31/2023 | WJS | Review Notice from Supreme Court and review Motion for Rehearing filed by Lytle Trust (.5); review NRAP 40 regarding Motion for Rehearing (.2) | 0.175 265.00/hr | 46.38 |
| 2/1/2023 | WJS | Review Motion for Rehearing (.8); telephone call from C Wang regarding Motion and Case status (.5); email to Clients (.5) | 0.450 265.00/hr | 119.25 |
| 2/8/2023 | WJS | Review Judge Williams' Docket Hearing information (.05); preparation of Status Report for Status Check Hearing (.6); email to Clerk regarding filing and delivery Instructions (.05) | 0.175 265.00/hr | 46.38 |
| 2/9/2023 | WJS | Review Status Report and preparation for Hearing (.15); Appearance at Hearing (.3); file notes regarding new Hearing Date (.05) | 0.125 265.00/hr | 33.13 |
| 2/13/2023 | WJS | Review Notice from Supreme Court and review Order Denying Petition for Rehearing (.1); review NRAP (.1); emails to and from C Wang (.1); conference with D Martin (.1) | 0.100 265.00/hr | 26.50 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|------------------|---|--------------------|---------------|
| 2/24/2023 | WJS | Review Notice from Court regarding Extension of Time to File Petition for Re-Hearing En Banc (.1); emails to and from C Wang (.1); emails to and from and telephone call from L Wolff (.1) | 0.075 265.00/hr | 19.88 |
| 3/13/2023 | WJS | Review Notice from Nevada Supreme Court and review Lytle's Petition for Rehearing En Banc (.5); emails to and from L Wolff (.1) | 0.150 265.00/hr | 39.75 |
| 3/14/2023 | LJW | Review Brief filed by Rosemere regarding En Banc Review (.8); review Appellate Rules regarding En Banc (.2); email to W Smith (.1) | 0.275 265.00/hr | 72.88 |
| 3/27/2023 | LJW | Review Order from Supreme Court regarding En Banc Decision (.1) | 0.025 265.00/hr | 6.63 |
| | WJS | Review Notice from Supreme Court and review Order Denying Petition for EBR (.1); email to Clients (.1) | 0.050 265.00/hr | 13.25 |
| 4/24/2023 | WJS | Review Notices from Supreme Court regarding Remittitur (.1) review Statutes (.2); file notes regarding Fees Motion (.6); emails to and from and conference with Clerk regarding Fees Statement (.2); review Fees Statement for March 2022-March 2023 (1.6); email to L Wolff regarding Motion for Fees for Judge Williams (.1) | 0.700 265.00/hr | 185.50 |
| 4/25/2023 | WJS | File notes regarding Case Status and possible Fees Motion related to Appeals (.8) | 0.200 265.00/hr | 53.00 |
| 4/26/2023 | WJS | Conference with D Martin regarding Fees Claim (.1); preparation for Meeting with Clients (.4); conference with K Christensen regarding potential Motion for Fees (.1); calendar Clients regarding Fee Motion for Department 16 before Judge Williams; file notes (.3) File notes regarding Case Status and possible Fees Motion related to Appeals (.8) | 0.225 265.00/hr | 59.63 |
| 4/27/2023 | WJS | Conference with L Wolff regarding Clients Instructions on Motion for Fees (.1); emails to and from C Wang regarding Remittitur (.1); review Supreme Court Certificate of Judgment (.2); emails to and from L Wolff regarding Deadlines and Court Rules (.2); conference with L Wolff regarding Boll of Costs (.2) | 0.200 265.00/hr | 53.00 |
| 4/28/2023 | LJW | Preparation of Memorandum of Costs and Exhibits | 0.675 265.00/hr | 178.88 |
| | WJS | Review and revise Memorandum of Costs (.1); emails to and from L Wolff (.1) | 0.050 265.00/hr | 13.25 |
| | | For professional services rendered | 95.170 | \$25,020.64 |
| | | Additional Charges : | | |
| 7/31/2020 | WestLaw Research | | | 9.21 |
| 8/31/2020 | WestLaw Research | | | 21.05 |

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| | <u>Amount</u> |
|---|----------------------------------|
| 9/30/2020 WestLaw Research | 65.48 |
| 11/30/2020 WestLaw Research | 31.67 |
| 12/31/2020 WestLaw Research December 2020 | 45.83 |
| 1/31/2021 WestLaw Research | 22.67 |
| 2/28/2021 WestLaw Research | 35.26 |
| 3/31/2021 WestLaw Research March 2021 | 62.47 |
| 4/30/2021 WestLaw Research | 138.33 |
| 6/1/2021 WestLaw Research May 2021 | 280.78 |
| 3/11/2022 District Court Filing Fee - Motion for Attorney Fees and Costs | 0.88 |
| 3/31/2022 District Court Filing Fee - Memorandum | 0.88 |
| Lexis-Nexis Research Fee | 13.84 |
| 4/1/2022 District Court Filing Fee - Reply to Defendants Opposition to Motion for Attorney's Fees and Costs Related to Appeal of Contempt Order | 0.88 |
| 4/30/2022 Lexis-Nexis Research Fee | 0.11 |
| 6/30/2022 Lexis-Nexis Research Fee | 8.00 |
| Lexis-Nexis Research Fee | 4.13 |
| 8/31/2022 Lexis-Nexis Research Fee July-August 2022 | 7.15 |
| 11/30/2022 Copy Fee (3876) | 193.80 |
| Lexis-Nexis Research Fee | 4.28 |
| 1/31/2023 Lexis-Nexis Research Fee | 14.07 |
| 2/8/2023 District Court Filing Fee - Status Report | 0.88 |
| 2/10/2023 Document Prep and Courtesy Copy of Plaintiffs' Status Report to Department 16 | 9.08 |
| Total costs | <u>\$970.73</u> |
| For professional services rendered | <u>95.170</u> <u>\$25,991.37</u> |

INVOICE

7440 W. Sahara Ave. 001828
Las Vegas, NV 89117
702/255-1718
702/255-0871 Fax
carma@cjmlv.com
Tax ID No. 88-0330040

For professional services rendered.

Due upon receipt

Invoice submitted to:

September Trust, dated March 23, 1972

May 11, 2023

Professional Services - Post Judgment and Appeals

| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|---|--------------------|---------------|
| 6/22/2020 | WJS | Review Notices from Court and review Notice of Appeal and Case Appeal Statement (.2) | 0.050 260.00/hr | 13.00 |
| 6/26/2020 | WJS | Review Notices from NV S. Court regarding Docketing of Appeal (.1) | 0.025 260.00/hr | 6.50 |
| 7/2/2020 | WJS | Review Notice from Supreme Court regarding Settlement Program (.1); emails to and from L Wolff regarding Procedures (.1); review Notice from Court regarding Disassociation of Counsel (.1); telephone calls to and from J Henriod regarding Cost Bond for Contempt Order Appeal (.1) | 0.100 260.00/hr | 26.00 |
| | LJW | Research Appellate Rules regarding Settlement Program (.4); email to W Smith with Instructions (.2) | 0.150 260.00/hr | 39.00 |
| 7/7/2020 | KBC | Conference with W Smith regarding Court Order and Appeal Issues (.1) | 0.025 260.00/hr | 6.50 |
| 7/10/2020 | LJW | Preparation of Settlement Statement for Appeal (.1) | 0.250 260.00/hr | 65.00 |
| | KBC | Review Nevada Supreme Court Settlement Program Notice and emails to and from Attorneys (.25) | 0.063 260.00/hr | 16.25 |
| 7/14/2020 | WJS | Meeting with Clients regarding Supreme Court Settlement Conference (.8); email from Settlement Judge (.1); telephone call to L Wolff regarding Settlement Statement and proposed Fee Award Order (.2); emails to and from Settlement Judge (.1) | 0.300 260.00/hr | 78.00 |
| 7/17/2020 | LJW | Review emails from Settlement Judge (.1) | 0.025 260.00/hr | 6.50 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|------------|-----|---|--------------------|---------------|
| 7/23/2020 | WJS | Preparation for Pre-Mediation Conference; review Case Summary and files (.4); email to Client (.1); participate in Pre-Mediation Conference call with Settlement Judge (Ishi Kunin), Joel Henroid, Christina Wang (.4); continue conference with J Henriod (.4); email from I Kunin (.05); email from J Gegan (.05) | 0.350 260.00/hr | 91.00 |
| 7/29/2020 | WJS | Preparation for Meeting and telephone call to J Henriod regarding Settlement Program (.2) | 0.050 260.00/hr | 13.00 |
| 7/30/2020 | WJS | Prepare for Meeting with Settlement Judge and review notes (.3); Pre-Mediation Conference with Settlement Judge (.2); email to Clients regarding end of Settlement Program and next steps (.4); conference with L Wolff regarding Analysis of Appeal Issues and Fees Order Issues (1.0) | 0.475 260.00/hr | 123.50 |
| | LJW | Telephone call with W Smith regarding Case strategy and Appeals (1) | 0.250 260.00/hr | 65.00 |
| 8/3/2020 | WJS | Review Notice from Supreme Court regarding Deadlines; review NRAP (.3) | 0.075 260.00/hr | 19.50 |
| 8/6/2020 | LJW | Review Lytle Docketing Statement (.2) | 0.050 260.00/hr | 13.00 |
| 8/10/2020 | WJS | Review Notice from Supreme Court, Docketing Statement and NRAP (.4) | 0.100 260.00/hr | 26.00 |
| 8/11/2020 | KBC | Conference with W Smith regarding Appeals Issues (.35) | 0.088 260.00/hr | 22.75 |
| 8/28/2020 | WJS | Emails to and from J Henroid; review Stipulations for Cash Bonds Pending Appeal (.2) | 0.050 260.00/hr | 13.00 |
| 10/21/2020 | LJW | Review Case Appeal (.2) | 0.050 260.00/hr | 13.00 |
| | WJS | Emails to and from L Wolff regarding Appeal-Ability of Contempt Order (.1); review NRAP (.3) | 0.100 260.00/hr | 26.00 |
| 10/22/2020 | WJS | Caselaw Research regarding appealability of Contempt Order (1.1); file notes (.3); email to L Wolff for review (.1) | 0.375 260.00/hr | 97.50 |
| 10/23/2020 | LJW | Research Writs and Motion to Dismiss (1.6); emails to and from W Smith (.1) | 0.425 260.00/hr | 110.50 |
| | WJS | Email from L Wolff regarding appealability of Contempt Order Research (.1); Research (.9); email to L Wolff regarding Motion to Dismiss (.1) | 0.275 260.00/hr | 71.50 |
| 10/27/2020 | LJW | Preparation of Motion to Dismiss (1) | 0.250 260.00/hr | 65.00 |
| 10/28/2020 | LJW | Preparation of Motion to Dismiss (2.1) | 0.525 260.00/hr | 136.50 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|------------|-----|--|--------------------|---------------|
| 10/28/2020 | WJS | Conference with K Archibald regarding Motion to Dismiss Appeal (.2); Research timing requirements (1.1) | 0.325 260.00/hr | 84.50 |
| 10/29/2020 | LJW | Preparation of Motion to Dismiss (3.2) | 0.800 260.00/hr | 208.00 |
| | WJS | Conference with L Wolff regarding Arguments for Motion to Dismiss (.2); review and revise Motion to Dismiss (1.6); Research Caselaw (.9); preparation of Motion to Dismiss for filing (.6) | 0.825 260.00/hr | 214.50 |
| 12/1/2020 | WJS | Review Notice from Supreme Court and review Lytle Trust Response to Motion to Dismiss Appeal of Contempt Order (.5); Research Rules (.4); emails to and from L Wolff regarding Response and Instructions for Reply Brief (.1); review Deadlines for Merits Briefs (.1); review Rules for Timing Requirements (.1); email to L Wolff regarding Deadlines and potential Motion to Extend Time or Stay Merits Briefing (.2) | 0.350 260.00/hr | 91.00 |
| | LJW | Preparation of Reply to Opposition to Motion to Dismiss Contempt Appeal (.5) | 0.125 260.00/hr | 32.50 |
| 12/2/2020 | LJW | Preparation of Reply to Opposition to Motion to Dismiss Contempt Appeal (.1) | 0.025 260.00/hr | 6.50 |
| 12/3/2020 | LJW | Research Judicial Review (.8); preparation of Reply to Opposition to Motion to Dismiss Contempt Appeal (2.3) | 0.775 260.00/hr | 201.50 |
| 12/4/2020 | LJW | Preparation of Reply to Opposition to Motion to Dismiss Contempt Appeal (4.2) | 1.050 260.00/hr | 273.00 |
| | WJS | Review and revise Reply to Motion to Dismiss Contempt Appeal (1.9) | 0.475 260.00/hr | 123.50 |
| 12/7/2020 | WJS | Review and revise Reply Brief on Motion to Dismiss Contempt Appeal, review Citations (.8); Research (.2); preparation for filing Reply (.4) | 0.350 260.00/hr | 91.00 |
| 1/13/2021 | KBC | Review NV Supreme Court Order regarding Motion to Dismiss Appeal (.15) | 0.038 260.00/hr | 9.75 |
| 2/2/2021 | WJS | Emails to and from J Henriod regarding Request for Additional Time on Contempt Appeal Brief (.1) | 0.025 260.00/hr | 6.50 |
| 3/16/2021 | WJS | Review Notices from Supreme Court regarding Lytle's Opening Brief on Contempt Appeal (.1); telephone call to L Wolff regarding Contempt Appeal Response Brief (.2) | 0.075 265.00/hr | 19.88 |
| | LJW | Telephone call with W Smith regarding Brief (.2) | 0.050 265.00/hr | 13.25 |
| 3/17/2021 | LJW | Review Appellate Brief on Contempt (.4) | 0.100 265.00/hr | 26.50 |
| | WJS | Review Lytle Trust's Opening Brief on Contempt Appeal and prepare file notes regarding Brief (6.1); email to L Wolff (.2) | 1.580 265.00/hr | 418.70 |

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|-----------|-----|--|--------------------|---------------|
| 3/18/2021 | WJS | Review notes regarding Opening Brief (.4); conference with L Wolff regarding Opening Brief and outline for Response (.6) | 0.250 265.00/hr | 66.25 |
| | LJW | Review Appellate Brief on Contempt (.6); telephone call to W Smith regarding outline of Brief Response (.6) | 0.400 265.00/hr | 106.00 |
| 3/19/2021 | LJW | Preparation of Statement of Facts for Appellate Brief (1.3) | 0.325 265.00/hr | 86.13 |
| 3/20/2021 | LJW | Preparation of Statement of Facts for Appellate Brief (.5) | 0.125 265.00/hr | 33.13 |
| 3/22/2021 | LJW | Preparation of Statement of Facts for Appellate Brief (2.6) | 0.650 265.00/hr | 172.25 |
| 3/23/2021 | LJW | Preparation of Introduction and Statement of Facts for Appellate Brief (2.5) | 0.625 265.00/hr | 165.63 |
| 3/24/2021 | LJW | Preparation of Introduction and Statement of Facts for Appellate Brief (4.2) | 1.050 265.00/hr | 278.25 |
| 3/25/2021 | LJW | Preparation of Introduction and Statement of Facts for Appellate Brief (4.2) | 1.050 265.00/hr | 278.25 |
| 3/26/2021 | LJW | Review and revise Statement of Facts (2); preparation of Cites to Appendix (2.8); email to W Smith (.1) | 1.225 265.00/hr | 324.63 |
| 3/29/2021 | LJW | Research Jurisdiction and preparation of Section on Jurisdiction (3.4) | 0.850 265.00/hr | 225.25 |
| | WJS | Review and redline Statement of Facts for Respondents' Brief in Contempt Appeal (2); email to L Wolff (.1); email from C Wang (.1) | 0.550 265.00/hr | 145.75 |
| 3/30/2021 | LJW | Research Jurisdiction and preparation of Section on Jurisdiction (1.5) | 0.375 265.00/hr | 99.38 |
| 3/31/2021 | WJS | Emails from L Wolff regarding Respondents' Brief (.1); telephone call to C Wang regarding Appeal Brief (.6) | 0.180 265.00/hr | 47.70 |
| 4/1/2021 | WJS | Conference with L Wolff regarding Argument for Respondents' Brief, Appendix documents and Research (.2) | 0.050 265.00/hr | 13.25 |
| | LJW | Research Law of Case (2); preparation of Argument (1); telephone call to W Smith (.7) | 0.925 265.00/hr | 245.13 |
| 4/2/2021 | LJW | Research Amendment of Injunctions (2); preparation of Argument (1.7) | 0.925 265.00/hr | 245.13 |
| 4/3/2021 | LJW | Research Jurisdiction and preparation of Jurisdiction Section (3) | 0.750 265.00/hr | 198.75 |
| 4/5/2021 | WJS | Emails to and from L Wolff regarding draft Respondents' Brief (.1); Research and review NRAP (.5) | 0.150 265.00/hr | 39.75 |

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|-----------|-----|---|--------------------|---------------|
| 4/5/2021 | LJW | Research Case Law (2); preparation of Argument (2) | 1.000 265.00/hr | 265.00 |
| 4/6/2021 | LJW | Research Amendment to Preliminary Injunction (.8); preparation of Argument (.3) | 0.275 265.00/hr | 72.88 |
| 4/12/2021 | LJW | Telephone call with W Smith (.1); preparation of Stipulation to Extend Time to file Brief (.7) | 0.200 265.00/hr | 53.00 |
| 4/13/2021 | WJS | Review draft Stipulation (.1); emails to and from L Wolff and J Henriod (.1); review Notices from Supreme Court (.1); review Order of Limited Remand (.1); conference with L Wolff (.2) | 0.150 265.00/hr | 39.75 |
| | LJW | Telephone call with W Smith (.1); email to Clerk (.1); preparation of Stipulation to Extend Time to file Brief (.2) | 0.100 265.00/hr | 26.50 |
| 4/16/2021 | LJW | Preparation of Stipulation (.2); telephone call to Clerk (.1); telephone call to opposing counsel (.1); preparation of Reply to Brief section on Deference to Judge's Opinion (1.9) | 0.575 265.00/hr | 152.38 |
| | WJS | Review Notices from Supreme Court (.1); emails to and from L Wolff regarding Stipulation for Extension (.1) | 0.050 265.00/hr | 13.25 |
| 4/19/2021 | LJW | Preparation of Reply Brief on Deference to Judge's Opinion (5.5) | 1.375 265.00/hr | 364.38 |
| 4/20/2021 | LJW | Preparation of Reply to Brief on Jurisdictional Basis for Review (5.5) | 1.375 265.00/hr | 364.38 |
| 4/21/2021 | LJW | Preparation of Reply to Brief on Deference and Discretion (2.1) | 0.525 265.00/hr | 139.13 |
| 4/22/2021 | LJW | Preparation of Reply to Brief (2.2); revisions to Fact Section (1.2); Research Case Law (.8) | 1.050 265.00/hr | 278.25 |
| 4/23/2021 | LJW | Preparation of Reply to Jurisdiction Issue (1.9); preparation of Issue Statement (1) | 0.725 265.00/hr | 192.13 |
| 4/24/2021 | LJW | Preparation of Cites to Fact Section (3.2) | 0.800 265.00/hr | 212.00 |
| 4/26/2021 | LJW | Preparation of Cites to Fact Section (1); preparation of Law of Case and Exceptions Argument (2.4) | 0.850 265.00/hr | 225.25 |
| 4/27/2021 | LJW | Preparation of Law of the Case and Exceptions Argument (2.8); telephone with W Smith (.5) | 0.825 265.00/hr | 218.63 |
| | WJS | Conference with L Wolff regarding revisions and analysis (.5) | 0.125 265.00/hr | 33.13 |
| 4/29/2021 | WJS | Conference with L Wolff regarding Briefing Schedule on Contempt Appeal (.1) | 0.025 265.00/hr | 6.63 |

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|-----------|-----|--|--------------------|---------------|
| 4/29/2021 | LJW | Telephone conference with W Smith (.1); preparation of Reply to Appellate Brief (4.3) | 1.100 265.00/hr | 291.50 |
| 4/30/2021 | LJW | Preparation of Reply to Appellate Brief regarding Unambiguous Terms (4.7) | 1.175 265.00/hr | 311.38 |
| | KBC | Review Order regarding Responsive Appeal Brief (.15) | 0.038 265.00/hr | 9.94 |
| 5/3/2021 | WJS | Telephone call from L Wolff regarding Citations (.2); Research Respondent's Brief in Contempt Appeal (.5); telephone call to L Wolff (.1) | 0.200 265.00/hr | 53.00 |
| | LJW | Telephone call with W Smith (.2); review all Cited Cases in Brief by Lytle Trust (4.8) | 1.250 265.00/hr | 331.25 |
| 5/4/2021 | LJW | Preparation of final draft of Reply Brief (6.3) | 1.575 265.00/hr | 417.38 |
| 5/5/2021 | LJW | Preparation of final draft of Reply Brief (4.7) | 1.175 265.00/hr | 311.38 |
| | WJS | Email from L Wolff regarding draft Brief (.1); review and revise Cover Page, Jurisdictional Statement and Statement of Issues (1.2); Research (.6) | 0.475 265.00/hr | 125.88 |
| 5/6/2021 | WJS | Review and revise Respondent's Brief for Contempt Appeal (Statement of Case, Statement of Facts, Summary of Argument, Standard of Review) (3.2); review Appendix (.6); Research (.6) | 1.100 265.00/hr | 291.50 |
| 5/7/2021 | WJS | Research, draft and revise Statement of Jurisdiction and Arguments for Respondents' Brief (8.1) | 2.025 265.00/hr | 536.63 |
| 5/10/2021 | WJS | Review and revise Respondent's Brief (2.3) | 0.575 265.00/hr | 152.38 |
| 5/11/2021 | LJW | Research Appellate Brief (.5) | 0.125 265.00/hr | 33.13 |
| | WJS | Review and revise Respondents' Brief (5.4); Research (4.2) | 2.400 265.00/hr | 636.00 |
| 5/12/2021 | WJS | Emails to and from L Wolff and Clerk (.2); revise Statement of Case and Summary of Argument (1.2); review Citations (.8); preparation of Table of Authorities and Table of Contents (2.4); preparation of Certificate of Compliance (.2); review and revise Respondent's Brief (.6); telephone calls to and from D Martin regarding Brief (.2) | 1.400 265.00/hr | 371.00 |
| | LJW | Research Appellate Brief (2.2) | 0.550 265.00/hr | 145.75 |
| | DEM | Telephone call from W Smith (.2); revise Appeal Brief (2.2) | 0.600 265.00/hr | 159.00 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|---|--------------------|---------------|
| 5/13/2021 | WJS | Conferences with D Martin regarding Brief and Appeal Arguments (.3); review redline and incorporate changes (1.2); preparation of and revise Answering Brief (1.6); review and insert Keycite Citations (.6); revise Table of Authorities and Table of Contents (.4); email to L Wolff regarding review of Brief (.1) | 1.050 265.00/hr | 278.25 |
| | DEM | Research (.3); review Lytle Trust's Opening Brief (.4); revise Appeal Brief (1.9); conference with W Smith (.3) | 0.725 265.00/hr | 192.13 |
| 5/14/2021 | WJS | Email from L Wolff regarding review of Answering Brief (.2); review and revise Answering Brief (1); preparation for filing (.1) | 0.325 265.00/hr | 86.13 |
| | LJW | Review and revisions to final Brief in Contempt Appeal (1.4); emails to and from W Smith (.6) | 0.500 265.00/hr | 132.50 |
| 5/28/2021 | WJS | Review Notice from Court (.1); review Dismar's Answering Brief (.4); email from L Wolff (.1) | 0.150 265.00/hr | 39.75 |
| | LJW | Review Brief from Dismar's Counsel (.4); email to W Smith (.1) | 0.125 265.00/hr | 33.13 |
| 6/4/2021 | WJS | Review Notices from Court and review Amended Notice of Appeal and Amended Case Appeal Statement (.4) | 0.100 265.00/hr | 26.50 |
| 6/28/2021 | WJS | Emails to and from J Henroid regarding Extension of Reply Brief (.1) | 0.025 265.00/hr | 6.63 |
| 7/29/2021 | WJS | Review Notice from Supreme Court, review Motion for Extension of Reply Brief filed by Lytle Trust (.2) | 0.050 265.00/hr | 13.25 |
| 8/9/2021 | WJS | Review Notice from Supreme Court regarding Extension Order and review Order (.1) | 0.025 265.00/hr | 6.63 |
| 8/30/2021 | WJS | Review Notice from Supreme Court regarding Motion for Extension and review Motion (.2) | 0.050 265.00/hr | 13.25 |
| 9/13/2021 | WJS | Review Lytle's Reply Brief in Support of Contempt Appeal (.4) | 0.100 265.00/hr | 26.50 |
| 2/18/2022 | WJS | Review Notice from Supreme Court and review Order of Dismissal (.5); emails to and from L Wolff and K Christensen (.1); review Case Strategy, NRCP, NRS and NRAP (.6); email to K Christensen regarding Recovery of Fees (.1); review Fee Statement and Summary (.2) | 0.375 265.00/hr | 99.38 |
| | LJW | Review Order from Court and emails to and from W Smith (.1) | 0.025 265.00/hr | 6.63 |
| 2/21/2022 | LJW | E-mails to and from W Smith (.1) | 0.025 265.00/hr | 6.63 |
| 2/25/2022 | WJS | Conference with L Wolff regarding potential Motion for Fees and Costs (.2); email to Clients regarding Order Dismissing Appeal, Fees and Costs (.1) | 0.075 265.00/hr | 19.88 |

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|-----------|-----|--|--------------------|---------------|
| 3/1/2022 | WJS | Review Fee Statements for Contempt Appeal (.8); prepare notes on revisions for fees Motion (.6); email to Clerk regarding preparation for Statements for Contempt Appeal Fees (.1) | 0.375 265.00/hr | 99.38 |
| | LJW | Review and mark Billings regarding Contempt Appeal Fees (2.5); emails to and from W Smith regarding Fees (.3) | 0.700 265.00/hr | 185.50 |
| 3/2/2022 | LJW | Preparation of Attorney's Fees Motion for Contempt Appeal (1.5); Research Contempt Statutes/Rules and Fees (1.4) | 0.725 265.00/hr | 192.13 |
| | WJS | Telephone calls to and from C Wang regarding Supreme Court Dismissal, impact on District Court Case and Litigation Strategy (.7) | 0.175 265.00/hr | 46.38 |
| 3/3/2022 | LJW | Preparation of Introduction for Attorney's Fees Motion for Contempt Appeal (.5); Research Contempt and Fees (.5) | 0.250 265.00/hr | 66.25 |
| 3/4/2022 | LJW | Preparation of Points and Authorities for Attorney's Fees Motion for Contempt Appeal (1.0); Research Contempt and Fees (.4) | 0.350 265.00/hr | 92.75 |
| 3/7/2022 | LJW | Continued Preparation of Points and Authorities for Attorney's Fees Motion for Contempt Appeal (3.1) | 0.775 265.00/hr | 205.38 |
| 3/8/2022 | LJW | Preparation of Statement of Facts for Attorney's Fees Motion for Contempt Appeal (1.4) | 0.350 265.00/hr | 92.75 |
| | WJS | Email from L Wolff regarding Motion for Fees (.1) | 0.025 265.00/hr | 6.63 |
| 3/9/2022 | LJW | E-mails to and from Clerk regarding Billings for Motion for Contempt Appeal (.2) | 0.050 265.00/hr | 13.25 |
| | WJS | Review Motion and Declaration drafts and preparation of redline revisions (2.5); email to L Wolff (.2) | 0.675 265.00/hr | 178.88 |
| 3/10/2022 | WJS | Email from L Wolff (.1); review Fees and Statement (.2); review and revise Motion for Fees and Declaration (.8); email to L Wolff (.1) | 0.300 265.00/hr | 79.50 |
| | LJW | Review and select Exhibits for Motion for Fees (1.3); revise Motion after W Smith review and prepare and revise Declaration (1.3) | 0.650 265.00/hr | 172.25 |
| 3/11/2022 | LJW | Final revisions to Fees Motion, Declaration and Exhibits (.8) | 0.200 265.00/hr | 53.00 |
| | WJS | Emails from L Wolff (.1); review final Motion and Declaration (.1) | 0.050 265.00/hr | 13.25 |
| 3/14/2022 | LJW | Review Court Order regarding Hearing on Fees Motion (.1) | 0.025 265.00/hr | 6.63 |
| | WJS | Review Motion for Fees and Hearing Notice and file notes (.1) | 0.025 265.00/hr | 6.63 |
| 3/22/2022 | WJS | Review Notice from Supreme Court and review Remittitur (.1) | 0.025 265.00/hr | 6.63 |

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| 3/22/2022 | LJW | Telephone call with W Smith regarding Hearing on Fees Motion (.1) | 0.025 265.00/hr | 6.63 |
| 3/28/2022 | LJW | Review Opposition to Motion for Fees (.5); preparation of Reply to Opposition (.2) | 0.175 265.00/hr | 46.38 |
| 3/29/2022 | LJW | Preparation of Reply to Opposition to Fees Motion (2.5) | 0.625 265.00/hr | 165.63 |
| 3/30/2022 | LJW | Preparation of Reply to Opposition (1.0); Research on cases cited by Lytle Trust (2.0); telephone call to W Smith regarding Opposition (.5) | 0.875 265.00/hr | 231.88 |
| | WJS | Conference with L Wolff regarding Lytle Trust Opposition to Fees Motion (.5) | 0.125 265.00/hr | 33.13 |
| 3/31/2022 | LJW | Preparation of Points and Authorities in Reply to Opposition (2.0); Research the term Prevailing Party under Nevada Law (2.3) | 1.075 265.00/hr | 284.88 |
| 4/1/2022 | LJW | Final Preparation of Reply to Opposition (1.0); preparation of Declaration for Reply (1.0); review Exhibits for filing and citing in Reply (1.3) | 0.825 265.00/hr | 218.63 |
| | WJS | Review Reply Brief and preparation of Redline (1.6); emails to and from L Wolff (.2) | 0.450 265.00/hr | 119.25 |
| 4/4/2022 | WJS | Review Notices from Court and review Hearing Notice (.1) | 0.025 265.00/hr | 6.63 |
| 4/5/2022 | WJS | Review Notice from Supreme Court in Fees Appeal and review Lytle Motion to Extend Time (.2) | 0.050 265.00/hr | 13.25 |
| 4/8/2022 | WJS | Review Notice from Court, review Order Granting Extension and file notes (.1) | 0.025 265.00/hr | 6.63 |
| 4/11/2022 | LJW | Preparation of Oral Argument on Motion for Fees (1.9) | 0.475 265.00/hr | 125.88 |
| 4/12/2022 | LJW | Preparation of Oral Argument on Motion for Fees; Appearance at Hearing on Fees Motion (2.0) | 0.500 265.00/hr | 132.50 |
| 4/13/2022 | LJW | E-mails to and from opposing counsel regarding Order and Stipulation (.2); review Order and Stipulation on Fees Motion (.2) | 0.100 265.00/hr | 26.50 |
| 4/14/2022 | LJW | E-mails to and from opposing counsel regarding Order and Stipulation (.2); telephone call to W Smith regarding Hearing and Issues (.4) | 0.100 265.00/hr | 26.50 |
| | WJS | Email from D Waite regarding Settlement Offer (.1); email to K Christensen and L Wolff (.1); conference with K Christensen and review of Settlement Offer (.2) | 0.100 265.00/hr | 26.50 |
| | WJS | Emails to and from L Wolff regarding Stipulation and Order on Fees Motion (.2); telephone call from L Wolff regarding Hearing and Issues (.4) | 0.150 265.00/hr | 39.75 |

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| 4/14/2022 | WJS | Review Notices from Supreme Court regarding Writ Petition and review of Writ Petition (.8); review Civil Practice Manual and NRAP 21 (.2); emails to and from C Wang (.1); emails to and from L Wolff (.1) | 0.300 265.00/hr | 79.50 |
| | KBC | Review Fees and Costs Settlement Offer with W Smith (.2); email from Attorney (.05) | 0.063 265.00/hr | 16.56 |
| 4/15/2022 | LJW | Review email from Dan Waite (.1); email to W Smith regarding Settlement Proposal (.2) | 0.075 265.00/hr | 19.88 |
| 4/18/2022 | WJS | Review Notices from District Court regarding Fees Motion (.1) | 0.025 265.00/hr | 6.63 |
| 4/19/2022 | WJS | Review Lytle Settlement Offer (.1); preparation of email to Clients regarding Proposal and Recommendation (1.0); emails to and from and telephone call to L Wolff regarding Settlement (.2); file notes (.6); telephone calls to and from and emails to and from D Waite regarding Settlement Offer and Issues (.4) | 0.600 265.00/hr | 159.00 |
| | LJW | Telephone call and email with W Smith regarding Offer (.2) | 0.050 265.00/hr | 13.25 |
| 4/20/2022 | WJS | Email from D Waite regarding Settlement Offer (.2); review, revise and send email to Clients (.2); telephone calls and emails to Clients (.3); email to D Waite regarding Counteroffer (.3) | 0.250 265.00/hr | 66.25 |
| | WJS | Review Lytle Writ Petition (1.2); review Appeal Brief (.2) | 0.350 265.00/hr | 92.75 |
| 4/22/2022 | WJS | Email from D Waite regarding Counteroffer on Fees Appeal Settlement (.1) | 0.025 265.00/hr | 6.63 |
| 4/25/2022 | WJS | Research (.6); review Counteroffer (.2); emails to and from K Christensen and L Wolff (.2) | 0.225 265.00/hr | 59.63 |
| 4/28/2022 | KBC | Emails to and from Attorneys and Clients regarding Fees Negotiations (.25) | 0.063 265.00/hr | 16.56 |
| | WJS | Email from D Waite regarding Settlement Offer on Fees Appeal (.1); emails to and from K Christensen (.1); email to and from Clients with Recommendation (.3); email to D Waite (.1) | 0.150 265.00/hr | 39.75 |
| 5/2/2022 | WJS | Emails to and from D Waite regarding Settlement Offer (.1) | 0.025 265.00/hr | 6.63 |
| 5/5/2022 | WJS | Review Notices from Supreme Court and review filed Appendix and Motion to Extend Time (.6) | 0.150 265.00/hr | 39.75 |
| 5/6/2022 | WJS | Review Notices from Supreme Court and review Lytle Opening Brief (.5); review Order Granting Extension and Due Date (.1) | 0.150 265.00/hr | 39.75 |
| 5/12/2022 | KBC | Review Pleadings Due Dates and Attorney email and notes regarding Due Dates (.15) | 0.038 265.00/hr | 9.94 |

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|-----------|-----|--|--------------------|---------------|
| 5/12/2022 | WJS | Review Notice from Supreme Court and review Order regarding Real Parties in Interest Answers (.1); email to K Christensen and L Wolff (.1) | 0.050 265.00/hr | 13.25 |
| 5/23/2022 | KBC | Conference with W Smith regarding Receiver Fee Orders and Hearing (.2); review Fees Negotiation emails (.15) | 0.088 265.00/hr | 23.19 |
| | WJS | Preparation of Answer to Writ Petition (1.8); review Order directing Answer (.1); review Petition (1.4); Research (1.2) | 1.125 265.00/hr | 298.13 |
| | WJS | Telephone call from and email to D Waite regarding Settlement of Fees Appeal (.3) | 0.075 265.00/hr | 19.88 |
| 5/24/2022 | WJS | Preparation of Answer to Writ Petition (3.0); Research (3.8) | 1.700 265.00/hr | 450.50 |
| 5/25/2022 | KBC | Conference with W Smith to review Appeal and Settlement Issues (.2); preparation for and conference with Clients (.7); file notes regarding Instructions (.1) | 0.238 265.00/hr | 62.94 |
| | WJS | Email to D Waite regarding Settlement (.1); file notes (.4) | 0.125 265.00/hr | 33.13 |
| | WJS | Preparation of notes for Meeting with Clients (1.0); conference with K Christensen (.2); preparation for Meeting; conference with Client (1.4); Research (.1); conference with K Christensen (.2) | 0.725 265.00/hr | 192.13 |
| 5/26/2022 | WJS | Emails to and from D Waite regarding Settlement of Fees (.1) | 0.025 265.00/hr | 6.63 |
| 5/27/2022 | WJS | Emails to and from D Waite regarding Stipulation (.2) | 0.050 265.00/hr | 13.25 |
| 5/31/2022 | WJS | Email from D Waite regarding Stipulation (.1) | 0.025 265.00/hr | 6.63 |
| 6/1/2022 | WJS | E-mail from D Waite (.05); review draft Stipulation regarding Appeal Bond Release (.3); preparation of Redline (.3); email to D Waite (.05) | 0.175 265.00/hr | 46.38 |
| | WJS | Telephone call from and emails to and from C Wang regarding Response to Writ Petition (.6) | 0.150 265.00/hr | 39.75 |
| 6/2/2022 | WJS | Emails to and from C Wang regarding Appendix revisions (.2); review and revise Answer to Writ Petition (1.4) | 0.400 265.00/hr | 106.00 |
| | WJS | Emails to and from D Waite and review Stipulation regarding Release of Bond Funds (.1); emails to and from J Henriod regarding Joint Motion for Supreme Court (.1) | 0.050 265.00/hr | 13.25 |
| 6/3/2022 | WJS | Preparation of Joint Motion regarding Withdrawal and Stipulation for Extension of Time (.7); emails to and from J Henriod and D Waite (.2); review Joint Motion and approve for filing (.1); review Notice from Supreme Court (.1) | 0.275 265.00/hr | 72.88 |

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|-----------|-----|--|--------------------|---------------|
| 6/7/2022 | WJS | Review and revise Answer to Writ Petition (3.6) | 0.900 265.00/hr | 238.50 |
| 6/8/2022 | WJS | Review and revise Answer to Writ Petition (1.2); preparation of Citations (.8); preparation of Tables of Authority (.4); check NRAP requirements (.2); preparation of Certificates of Compliance (.3); finalize Answer to Writ Petition (.3); emails to and from C Wang regarding coordination and Joinder (.2); email to Clerk regarding filing Instructions (.1) | 0.825 265.00/hr | 218.63 |
| 6/10/2022 | WJS | Review Notices from Court and review Dismas Answer (.8) | 0.200 265.00/hr | 53.00 |
| 6/20/2022 | WJS | Review Court Notices regarding Extension and Amended Brief (.2); review Notice of Entry of Order regarding Release of Bond Money (.1); email to Clerk regarding Payment (.1) | 0.100 265.00/hr | 26.50 |
| 6/21/2022 | WJS | Emails to and from Court regarding Payment from Bond (.1) | 0.025 265.00/hr | 6.63 |
| | WJS | Review Notice from Supreme Court regarding Extension for Reply Brief (.1) | 0.025 265.00/hr | 6.63 |
| 6/22/2022 | WJS | Review Notices from Supreme Court and review Appellant's Amended Opening Brief (.6); Research (.8); preparation of Respondents' Answering Brief (1.8) | 0.800 265.00/hr | 212.00 |
| 6/28/2022 | WJS | Review and revise Response Brief on Fees Appeal regarding Contempt Fees (2.8) | 0.700 265.00/hr | 185.50 |
| 6/29/2022 | WJS | Review and revise Response Brief (.7); email to D Martin (.1) | 0.200 265.00/hr | 53.00 |
| 7/5/2022 | DEM | Revise Answering Brief (.8); Research (.3) | 0.275 265.00/hr | 72.88 |
| 7/6/2022 | DEM | Revise Answering Brief (.7); Research (.2); email to W Smith (.1) | 0.225 265.00/hr | 59.63 |
| 7/7/2022 | WJS | Email from D Martin regarding Respondent's Brief (.1); review and revise Respondent's Brief (.16); Research (1.3); email to and telephone call from D Martin (.2) | 0.800 265.00/hr | 212.00 |
| | DEM | Emails from W Smith (.1); revise Appeal Brief (.4); telephone call to W Smith (.2) | 0.175 265.00/hr | 46.38 |
| 7/8/2022 | WJS | Review Notice from Supreme Court and review Lytle's Reply in Support of Writ Petition (.4) | 0.100 265.00/hr | 26.50 |
| 7/12/2022 | DEM | Conference with W Smith (.4) | 0.100 265.00/hr | 26.50 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|------------|-----|---|--------------------|---------------|
| 7/19/2022 | WJS | Review and revise Respondent's Brief (.6); preparation for filing (.05); email to Clerk regarding Instruction (.1); review Notice from Supreme Court (.05) | 0.200 265.00/hr | 53.00 |
| 9/6/2022 | WJS | Review Notice from Supreme Court regarding Lytle Reply and review filed Reply (.3) | 0.075 265.00/hr | 19.88 |
| 9/7/2022 | WJS | Review Docket for Case status (.1); review Lytle Trust Reply Brief (.4) | 0.125 265.00/hr | 33.13 |
| 10/6/2022 | WJS | Review Appeal Documents (.1); file notes regarding Hearing and Status Report Requirements (.1) | 0.050 265.00/hr | 13.25 |
| 10/7/2022 | WJS | Review Case files (.3); preparation of Status Report for Judge Williams for Status Check Hearing (1.1) | 0.350 265.00/hr | 92.75 |
| 10/13/2022 | WJS | Preparation for and Appearance at Hearing before Judge T Williams regarding Status Check (1.2) | 0.300 265.00/hr | 79.50 |
| 10/14/2022 | WJS | Review Docket, review Minute Order and file notes regarding Status Check and Hearing Date (.1) | 0.025 265.00/hr | 6.63 |
| 10/21/2022 | WJS | Review Supreme Court Docket regarding Contempt Appeals (.2) | 0.050 265.00/hr | 13.25 |
| 11/10/2022 | WJS | Email from Supreme Court, review Order regarding Consolidation and Oral Argument and file notes regarding Hearing Date (.1); email to Client (.2); emails to and from L Wolff (.2); preparation of notes for Oral Argument before Supreme Court (.5) | 0.250 265.00/hr | 66.25 |
| | KBC | Review Hearing Order and Attorney email and note Appeal Hearing before NV Supreme Court (.1) | 0.025 265.00/hr | 6.63 |
| 11/23/2022 | WJS | Review Notice from Supreme Court regarding Oral Argument and review Notice of Judges Panel (.1); review Judges Information (.3) | 0.100 265.00/hr | 26.50 |
| 11/25/2022 | WJS | Review and preparation of notes for Oral Argument before Supreme Court (.8) | 0.200 265.00/hr | 53.00 |
| 11/28/2022 | WJS | Conference with D Martin regarding Supreme Court Hearing, Issues and preparation for Hearing (.5); review files (.4); email to Clerks regarding preparation of documents for Hearing (.1); file notes regarding Oral Argument (.2) | 0.300 265.00/hr | 79.50 |
| 11/29/2022 | WJS | Telephone calls to and from Supreme Court regarding Hearing and time allotment (.2); emails to and from and telephone call from C Wang regarding Hearing, preparation and discussion of Argument Points (1.3); review Supreme Court Summary of Case for Hearing (.2); file notes (.6); emails to and from D Martin (.1) | 0.600 265.00/hr | 159.00 |
| | DEM | Review Nevada Supreme Court Notice regarding Oral Argument (.1); review file (.1); review Lytle Trust Arguments in support of Petition for Writ of Mandate or Prohibition (.5) | 0.175 265.00/hr | 46.38 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|------------|-----|---|--------------------|---------------|
| 11/30/2022 | DEM | Conference with W Smith (.4) | 0.100 265.00/hr | 26.50 |
| | WJS | Review Notice from Supreme Court (.1); review NRAP and Supreme Court Rules regarding Oral Argument (.4); preparation of Notice of Appearance for Oral Argument (.3); emails to and from C Wang (.2); review Case files (2.7); preparation of Oral Argument and notes (1.2); preparation for Oral Argument and practice (.5); revise Oral Argument Outline (.3); telephone call from D Martin (.4) | 1.525 265.00/hr | 404.13 |
| 12/1/2022 | WJS | Review and revise Oral Argument, practice Argument (1.2); review District Court Appendix (Proceeding Records approx. 1800 pages) (3.4); revise and prepare for Oral Argument (1.5) | 1.525 265.00/hr | 404.13 |
| 12/3/2022 | WJS | Review and mark Appendix and prepare for Oral Argument (1.7) | 0.425 265.00/hr | 112.63 |
| 12/5/2022 | WJS | Review and mark Appendix for Oral Argument (3.2); practice Oral Argument (.4); review and revise Outline (.9); prepare notes and Record Summaries (2.7); preparation for Oral Argument and further revise Outline (.5) | 1.925 265.00/hr | 510.13 |
| 12/6/2022 | WJS | Preparation for Oral Argument (.5); review Case Briefing (2.0); preparation of Answers to anticipated Questions (.6); revise notes and Outline; practice Oral Argument (.8); prepare for Hearing (.6); Appearance at Nevada Supreme Court Hearing, present Oral Argument (1.7); conference with Clients regarding Hearing (.2); conference with C Wang (.7); conference with K Christensen (.3) | 1.850 265.00/hr | 490.25 |
| 12/13/2022 | WJS | Conference with Attorneys regarding Oral Argument and Case Status (.2) | 0.050 265.00/hr | 13.25 |
| 12/29/2022 | WJS | Review Notice from Supreme Court (.1); review filed Order Denying Writ and Affirming Fees Appeal (.2); emails to and from Clients (.1) | 0.100 265.00/hr | 26.50 |
| 1/3/2023 | WJS | Emails to and from D Waite (.1); review Supreme Court Order (.8); review NRAP and NRCP regarding Costs and Fee Motions and Procedural Matters (.6); file notes regarding Case Strategy | 0.600 265.00/hr | 159.00 |
| 1/4/2023 | LJW | Review notes from W Smith regarding Appeal and Attorney's Fees (.4); Research Costs and Fees (.6) | 0.250 265.00/hr | 66.25 |
| | WJS | Review and revise notes (.6); emails to and from L Wolff regarding Research (.3); telephone call from C Wang regarding Orders and Case (1.2) | 0.525 265.00/hr | 139.13 |
| 1/5/2023 | LJW | Research Costs and Fees and Motion for Fees in Supreme Court (2.7); telephone call to W Smith regarding NRAP Requirements for Bill of Costs and possible Fees Motion (.5) | 0.800 265.00/hr | 212.00 |
| | WJS | Telephone call to L Wolff regarding NRAP Requirements for Bill of Costs and possible Fee Motion (.5) | 0.125 265.00/hr | 33.13 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|---|--------------------|---------------|
| 1/6/2023 | LJW | Research Costs and Fees and Motion for Fees in Supreme Court (1.0); preparation of Memo regarding Motions for Filing Fees in Supreme Court (2.0); Research Court's Website for filed documents (.8) | 0.950 265.00/hr | 251.75 |
| | WJS | Email from L Wolff (.05); review Caselaw Memo regarding Fees Motion for Appeal Fees (.3); email to L Wolff (.05) | 0.100 265.00/hr | 26.50 |
| 1/10/2023 | WJS | Review Musso Case regarding Appeal Fees (.2); preparation of Case notes for potential Fees Motion (.1) | 0.075 265.00/hr | 19.88 |
| 1/11/2023 | WJS | Telephone call to D Waite regarding Settlement of Fees and Williams Matter (.3) | 0.075 265.00/hr | 19.88 |
| 1/17/2023 | WJS | Review Fees Summaries and Billings (.4); email to D Waite regarding possible Settlement of Fees (.5) | 0.225 265.00/hr | 59.63 |
| 1/19/2023 | WJS | Email from D Waite (.1); analysis of Offer and email to Clients regarding Fee Settlement Issues (.9); emails to and from Client regarding Meeting (.1); revise email regarding Lytle Settlement Offer (.1); email to Clients (.1) | 0.325 265.00/hr | 86.13 |
| 1/20/2023 | WJS | Conference with Clients regarding Fees on Appeal and possible Settlement (.6); email to D Waite regarding Counteroffer (.3) | 0.225 265.00/hr | 59.63 |
| | KBC | Review Nevada Supreme Court Decision and conference with W Smith regarding pending Issues (.4) | 0.100 265.00/hr | 26.50 |
| 1/23/2023 | WJS | Email from D Waite regarding Settlement Discussion (.1) | 0.025 265.00/hr | 6.63 |
| 1/25/2023 | WJS | Emails to and from D Waite regarding Settlement and Reconsideration/Clarification of Supreme Court Order by Lytle (.2); review NRAP regarding En Banc Reconsideration (.2); conference with D Martin and E James (.1) | 0.125 265.00/hr | 33.13 |
| 1/31/2023 | WJS | Review Notice from Supreme Court and review Motion for Rehearing filed by Lytle Trust (.5); review NRAP 40 regarding Motion for Rehearing (.2) | 0.175 265.00/hr | 46.38 |
| 2/1/2023 | WJS | Review Motion for Rehearing (.8); telephone call from C Wang regarding Motion and Case status (.5); email to Clients (.5) | 0.450 265.00/hr | 119.25 |
| 2/8/2023 | WJS | Review Judge Williams' Docket Hearing information (.05); preparation of Status Report for Status Check Hearing (.6); email to Clerk regarding filing and delivery Instructions (.05) | 0.175 265.00/hr | 46.38 |
| 2/9/2023 | WJS | Review Status Report and preparation for Hearing (.15); Appearance at Hearing (.3); file notes regarding new Hearing Date (.05) | 0.125 265.00/hr | 33.13 |
| 2/13/2023 | WJS | Review Notice from Supreme Court and review Order Denying Petition for Rehearing (.1); review NRAP (.1); emails to and from C Wang (.1); conference with D Martin (.1) | 0.100 265.00/hr | 26.50 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|---------|---|--------------------|---------------|
| 2/24/2023 | WJS | Review Notice from Court regarding Extension of Time to File Petition for Re-Hearing En Banc (.1); emails to and from C Wang (.1); emails to and from and telephone call from L Wolff (.1) | 0.075 265.00/hr | 19.88 |
| 3/13/2023 | WJS | Review Notice from Nevada Supreme Court and review Lytle's Petition for Rehearing En Banc (.5); emails to and from L Wolff (.1) | 0.150 265.00/hr | 39.75 |
| 3/14/2023 | LJW | Review Brief filed by Rosemere regarding En Banc Review (.8); review Appellate Rules regarding En Banc (.2); email to W Smith (.1) | 0.275 265.00/hr | 72.88 |
| 3/27/2023 | LJW | Review Order from Supreme Court regarding En Banc Decision (.1) | 0.025 265.00/hr | 6.63 |
| | WJS | Review Notice from Supreme Court and review Order Denying Petition for EBR (.1); email to Clients (.1) | 0.050 265.00/hr | 13.25 |
| 4/24/2023 | WJS | Review Notices from Supreme Court regarding Remittitur (.1) review Statutes (.2); file notes regarding Fees Motion (.6); emails to and from and conference with Clerk regarding Fees Statement (.2); review Fees Statement for March 2022-March 2023 (1.6); email to L Wolff regarding Motion for Fees for Judge Williams (.1) | 0.700 265.00/hr | 185.50 |
| 4/25/2023 | WJS | File notes regarding Case Status and possible Fees Motion related to Appeals (.8) | 0.200 265.00/hr | 53.00 |
| 4/26/2023 | WJS | Conference with D Martin regarding Fees Claim (.1); preparation for Meeting with Clients (.4); conference with K Christensen regarding potential Motion for Fees (.1); calendar Clients regarding Fee Motion for Department 16 before Judge Williams; file notes (.3) File notes regarding Case Status and possible Fees Motion related to Appeals (.8) | 0.225 265.00/hr | 59.63 |
| 4/27/2023 | WJS | Conference with L Wolff regarding Clients Instructions on Motion for Fees (.1); emails to and from C Wang regarding Remittitur (.1); review Supreme Court Certificate of Judgment (.2); emails to and from L Wolff regarding Deadlines and Court Rules (.2); conference with L Wolff regarding Boll of Costs (.2) | 0.200 265.00/hr | 53.00 |
| 4/28/2023 | LJW | Preparation of Memorandum of Costs and Exhibits | 0.675 265.00/hr | 178.88 |
| | WJS | Review and revise Memorandum of Costs (.1); emails to and from L Wolff (.1) | 0.050 265.00/hr | 13.25 |
| | | For professional services rendered | 95.170 | \$25,020.64 |
| | | Additional Charges : | | |
| 7/31/2020 | WestLaw | Research | | 9.21 |
| 8/31/2020 | WestLaw | Research | | 21.05 |

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| | <u>Amount</u> |
|---|----------------------------------|
| 9/30/2020 WestLaw Research | 65.48 |
| 11/30/2020 WestLaw Research | 31.67 |
| 12/31/2020 WestLaw Research December 2020 | 45.83 |
| 1/31/2021 WestLaw Research | 22.67 |
| 2/28/2021 WestLaw Research | 35.26 |
| 3/31/2021 WestLaw Research March 2021 | 62.47 |
| 4/30/2021 WestLaw Research | 138.33 |
| 6/1/2021 WestLaw Research May 2021 | 280.78 |
| 3/11/2022 District Court Filing Fee - Motion for Attorney Fees and Costs | 0.88 |
| 3/31/2022 District Court Filing Fee - Memorandum | 0.88 |
| Lexis-Nexis Research Fee | 13.84 |
| 4/1/2022 District Court Filing Fee - Reply to Defendants Opposition to Motion for Attorney's Fees and Costs Related to Appeal of Contempt Order | 0.88 |
| 4/30/2022 Lexis-Nexis Research Fee | 0.11 |
| 6/30/2022 Lexis-Nexis Research Fee | 8.00 |
| Lexis-Nexis Research Fee | 4.13 |
| 8/31/2022 Lexis-Nexis Research Fee July-August 2022 | 7.15 |
| 11/30/2022 Copy Fee (3876) | 193.80 |
| Lexis-Nexis Research Fee | 4.28 |
| 1/31/2023 Lexis-Nexis Research Fee | 14.07 |
| 2/8/2023 District Court Filing Fee - Status Report | 0.88 |
| 2/10/2023 Document Prep and Courtesy Copy of Plaintiffs' Status Report to Department 16 | 9.08 |
| Total costs | <u>\$970.73</u> |
| For professional services rendered | <u>95.170</u> <u>\$25,991.37</u> |

INVOICE

7440 W. Sahara Ave. 001845
Las Vegas, NV 89117
702/255-1718
702/255-0871 Fax
carma@cjmlv.com
Tax ID No. 88-0330040

For professional services rendered.

Due upon receipt

Invoice submitted to:

Raynaldo G. Evelyn A. Sandoval Jt Living & Devolution Trust

May 11, 2023

Professional Services - Post Judgment and Appeals

| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|---|--------------------|---------------|
| 6/22/2020 | WJS | Review Notices from Court and review Notice of Appeal and Case Appeal Statement (.2) | 0.050 260.00/hr | 13.00 |
| 6/26/2020 | WJS | Review Notices from NV S. Court regarding Docketing of Appeal (.1) | 0.025 260.00/hr | 6.50 |
| 7/2/2020 | WJS | Review Notice from Supreme Court regarding Settlement Program (.1); emails to and from L Wolff regarding Procedures (.1); review Notice from Court regarding Disassociation of Counsel (.1); telephone calls to and from J Henriod regarding Cost Bond for Contempt Order Appeal (.1) | 0.100 260.00/hr | 26.00 |
| | LJW | Research Appellate Rules regarding Settlement Program (.4); email to W Smith with Instructions (.2) | 0.150 260.00/hr | 39.00 |
| 7/7/2020 | KBC | Conference with W Smith regarding Court Order and Appeal Issues (.1) | 0.025 260.00/hr | 6.50 |
| 7/10/2020 | LJW | Preparation of Settlement Statement for Appeal (.1) | 0.250 260.00/hr | 65.00 |
| | KBC | Review Nevada Supreme Court Settlement Program Notice and emails to and from Attorneys (.25) | 0.063 260.00/hr | 16.25 |
| 7/14/2020 | WJS | Meeting with Clients regarding Supreme Court Settlement Conference (.8); email from Settlement Judge (.1); telephone call to L Wolff regarding Settlement Statement and proposed Fee Award Order (.2); emails to and from Settlement Judge (.1) | 0.300 260.00/hr | 78.00 |
| 7/17/2020 | LJW | Review emails from Settlement Judge (.1) | 0.025 260.00/hr | 6.50 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|------------|-----|---|--------------------|---------------|
| 7/23/2020 | WJS | Preparation for Pre-Mediation Conference; review Case Summary and files (.4); email to Client (.1); participate in Pre-Mediation Conference call with Settlement Judge (Ishi Kunin), Joel Henroid, Christina Wang (.4); continue conference with J Henriod (.4); email from I Kunin (.05); email from J Gegan (.05) | 0.350 260.00/hr | 91.00 |
| 7/29/2020 | WJS | Preparation for Meeting and telephone call to J Henriod regarding Settlement Program (.2) | 0.050 260.00/hr | 13.00 |
| 7/30/2020 | WJS | Prepare for Meeting with Settlement Judge and review notes (.3); Pre-Mediation Conference with Settlement Judge (.2); email to Clients regarding end of Settlement Program and next steps (.4); conference with L Wolff regarding Analysis of Appeal Issues and Fees Order Issues (1.0) | 0.475 260.00/hr | 123.50 |
| | LJW | Telephone call with W Smith regarding Case strategy and Appeals (1) | 0.250 260.00/hr | 65.00 |
| 8/3/2020 | WJS | Review Notice from Supreme Court regarding Deadlines; review NRAP (.3) | 0.075 260.00/hr | 19.50 |
| 8/6/2020 | LJW | Review Lytle Docketing Statement (.2) | 0.050 260.00/hr | 13.00 |
| 8/10/2020 | WJS | Review Notice from Supreme Court, Docketing Statement and NRAP (.4) | 0.100 260.00/hr | 26.00 |
| 8/11/2020 | KBC | Conference with W Smith regarding Appeals Issues (.35) | 0.088 260.00/hr | 22.75 |
| 8/28/2020 | WJS | Emails to and from J Henroid; review Stipulations for Cash Bonds Pending Appeal (.2) | 0.050 260.00/hr | 13.00 |
| 10/21/2020 | LJW | Review Case Appeal (.2) | 0.050 260.00/hr | 13.00 |
| | WJS | Emails to and from L Wolff regarding Appeal-Ability of Contempt Order (.1); review NRAP (.3) | 0.100 260.00/hr | 26.00 |
| 10/22/2020 | WJS | Caselaw Research regarding appealability of Contempt Order (1.1); file notes (.3); email to L Wolff for review (.1) | 0.375 260.00/hr | 97.50 |
| 10/23/2020 | LJW | Research Writs and Motion to Dismiss (1.6); emails to and from W Smith (.1) | 0.425 260.00/hr | 110.50 |
| | WJS | Email from L Wolff regarding appealability of Contempt Order Research (.1); Research (.9); email to L Wolff regarding Motion to Dismiss (.1) | 0.275 260.00/hr | 71.50 |
| 10/27/2020 | LJW | Preparation of Motion to Dismiss (1) | 0.250 260.00/hr | 65.00 |
| 10/28/2020 | LJW | Preparation of Motion to Dismiss (2.1) | 0.525 260.00/hr | 136.50 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|------------|-----|--|--------------------|---------------|
| 10/28/2020 | WJS | Conference with K Archibald regarding Motion to Dismiss Appeal (.2); Research timing requirements (1.1) | 0.325 260.00/hr | 84.50 |
| 10/29/2020 | LJW | Preparation of Motion to Dismiss (3.2) | 0.800 260.00/hr | 208.00 |
| | WJS | Conference with L Wolff regarding Arguments for Motion to Dismiss (.2); review and revise Motion to Dismiss (1.6); Research Caselaw (.9); preparation of Motion to Dismiss for filing (.6) | 0.825 260.00/hr | 214.50 |
| 12/1/2020 | WJS | Review Notice from Supreme Court and review Lytle Trust Response to Motion to Dismiss Appeal of Contempt Order (.5); Research Rules (.4); emails to and from L Wolff regarding Response and Instructions for Reply Brief (.1); review Deadlines for Merits Briefs (.1); review Rules for Timing Requirements (.1); email to L Wolff regarding Deadlines and potential Motion to Extend Time or Stay Merits Briefing (.2) | 0.350 260.00/hr | 91.00 |
| | LJW | Preparation of Reply to Opposition to Motion to Dismiss Contempt Appeal (.5) | 0.125 260.00/hr | 32.50 |
| 12/2/2020 | LJW | Preparation of Reply to Opposition to Motion to Dismiss Contempt Appeal (.1) | 0.025 260.00/hr | 6.50 |
| 12/3/2020 | LJW | Research Judicial Review (.8); preparation of Reply to Opposition to Motion to Dismiss Contempt Appeal (2.3) | 0.775 260.00/hr | 201.50 |
| 12/4/2020 | LJW | Preparation of Reply to Opposition to Motion to Dismiss Contempt Appeal (4.2) | 1.050 260.00/hr | 273.00 |
| | WJS | Review and revise Reply to Motion to Dismiss Contempt Appeal (1.9) | 0.475 260.00/hr | 123.50 |
| 12/7/2020 | WJS | Review and revise Reply Brief on Motion to Dismiss Contempt Appeal, review Citations (.8); Research (.2); preparation for filing Reply (.4) | 0.350 260.00/hr | 91.00 |
| 1/13/2021 | KBC | Review NV Supreme Court Order regarding Motion to Dismiss Appeal (.15) | 0.038 260.00/hr | 9.75 |
| 2/2/2021 | WJS | Emails to and from J Henriod regarding Request for Additional Time on Contempt Appeal Brief (.1) | 0.025 260.00/hr | 6.50 |
| 3/16/2021 | WJS | Review Notices from Supreme Court regarding Lytle's Opening Brief on Contempt Appeal (.1); telephone call to L Wolff regarding Contempt Appeal Response Brief (.2) | 0.075 265.00/hr | 19.88 |
| | LJW | Telephone call with W Smith regarding Brief (.2) | 0.050 265.00/hr | 13.25 |
| 3/17/2021 | LJW | Review Appellate Brief on Contempt (.4) | 0.100 265.00/hr | 26.50 |
| | WJS | Review Lytle Trust's Opening Brief on Contempt Appeal and prepare file notes regarding Brief (6.1); email to L Wolff (.2) | 1.580 265.00/hr | 418.70 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|--|--------------------|---------------|
| 3/18/2021 | WJS | Review notes regarding Opening Brief (.4); conference with L Wolff regarding Opening Brief and outline for Response (.6) | 0.250 265.00/hr | 66.25 |
| | LJW | Review Appellate Brief on Contempt (.6); telephone call to W Smith regarding outline of Brief Response (.6) | 0.400 265.00/hr | 106.00 |
| 3/19/2021 | LJW | Preparation of Statement of Facts for Appellate Brief (1.3) | 0.325 265.00/hr | 86.13 |
| 3/20/2021 | LJW | Preparation of Statement of Facts for Appellate Brief (.5) | 0.125 265.00/hr | 33.13 |
| 3/22/2021 | LJW | Preparation of Statement of Facts for Appellate Brief (2.6) | 0.650 265.00/hr | 172.25 |
| 3/23/2021 | LJW | Preparation of Introduction and Statement of Facts for Appellate Brief (2.5) | 0.625 265.00/hr | 165.63 |
| 3/24/2021 | LJW | Preparation of Introduction and Statement of Facts for Appellate Brief (4.2) | 1.050 265.00/hr | 278.25 |
| 3/25/2021 | LJW | Preparation of Introduction and Statement of Facts for Appellate Brief (4.2) | 1.050 265.00/hr | 278.25 |
| 3/26/2021 | LJW | Review and revise Statement of Facts (2); preparation of Cites to Appendix (2.8); email to W Smith (.1) | 1.225 265.00/hr | 324.63 |
| 3/29/2021 | LJW | Research Jurisdiction and preparation of Section on Jurisdiction (3.4) | 0.850 265.00/hr | 225.25 |
| | WJS | Review and redline Statement of Facts for Respondents' Brief in Contempt Appeal (2); email to L Wolff (.1); email from C Wang (.1) | 0.550 265.00/hr | 145.75 |
| 3/30/2021 | LJW | Research Jurisdiction and preparation of Section on Jurisdiction (1.5) | 0.375 265.00/hr | 99.38 |
| 3/31/2021 | WJS | Emails from L Wolff regarding Respondents' Brief (.1); telephone call to C Wang regarding Appeal Brief (.6) | 0.180 265.00/hr | 47.70 |
| 4/1/2021 | WJS | Conference with L Wolff regarding Argument for Respondents' Brief, Appendix documents and Research (.2) | 0.050 265.00/hr | 13.25 |
| | LJW | Research Law of Case (2); preparation of Argument (1); telephone call to W Smith (.7) | 0.925 265.00/hr | 245.13 |
| 4/2/2021 | LJW | Research Amendment of Injunctions (2); preparation of Argument (1.7) | 0.925 265.00/hr | 245.13 |
| 4/3/2021 | LJW | Research Jurisdiction and preparation of Jurisdiction Section (3) | 0.750 265.00/hr | 198.75 |
| 4/5/2021 | WJS | Emails to and from L Wolff regarding draft Respondents' Brief (.1); Research and review NRAP (.5) | 0.150 265.00/hr | 39.75 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|---|--------------------|---------------|
| 4/5/2021 | LJW | Research Case Law (2); preparation of Argument (2) | 1.000 265.00/hr | 265.00 |
| 4/6/2021 | LJW | Research Amendment to Preliminary Injunction (.8); preparation of Argument (.3) | 0.275 265.00/hr | 72.88 |
| 4/12/2021 | LJW | Telephone call with W Smith (.1); preparation of Stipulation to Extend Time to file Brief (.7) | 0.200 265.00/hr | 53.00 |
| 4/13/2021 | WJS | Review draft Stipulation (.1); emails to and from L Wolff and J Henriod (.1); review Notices from Supreme Court (.1); review Order of Limited Remand (.1); conference with L Wolff (.2) | 0.150 265.00/hr | 39.75 |
| | LJW | Telephone call with W Smith (.1); email to Clerk (.1); preparation of Stipulation to Extend Time to file Brief (.2) | 0.100 265.00/hr | 26.50 |
| 4/16/2021 | LJW | Preparation of Stipulation (.2); telephone call to Clerk (.1); telephone call to opposing counsel (.1); preparation of Reply to Brief section on Deference to Judge's Opinion (1.9) | 0.575 265.00/hr | 152.38 |
| | WJS | Review Notices from Supreme Court (.1); emails to and from L Wolff regarding Stipulation for Extension (.1) | 0.050 265.00/hr | 13.25 |
| 4/19/2021 | LJW | Preparation of Reply Brief on Deference to Judge's Opinion (5.5) | 1.375 265.00/hr | 364.38 |
| 4/20/2021 | LJW | Preparation of Reply to Brief on Jurisdictional Basis for Review (5.5) | 1.375 265.00/hr | 364.38 |
| 4/21/2021 | LJW | Preparation of Reply to Brief on Deference and Discretion (2.1) | 0.525 265.00/hr | 139.13 |
| 4/22/2021 | LJW | Preparation of Reply to Brief (2.2); revisions to Fact Section (1.2); Research Case Law (.8) | 1.050 265.00/hr | 278.25 |
| 4/23/2021 | LJW | Preparation of Reply to Jurisdiction Issue (1.9); preparation of Issue Statement (1) | 0.725 265.00/hr | 192.13 |
| 4/24/2021 | LJW | Preparation of Cites to Fact Section (3.2) | 0.800 265.00/hr | 212.00 |
| 4/26/2021 | LJW | Preparation of Cites to Fact Section (1); preparation of Law of Case and Exceptions Argument (2.4) | 0.850 265.00/hr | 225.25 |
| 4/27/2021 | LJW | Preparation of Law of the Case and Exceptions Argument (2.8); telephone with W Smith (.5) | 0.825 265.00/hr | 218.63 |
| | WJS | Conference with L Wolff regarding revisions and analysis (.5) | 0.125 265.00/hr | 33.13 |
| 4/29/2021 | WJS | Conference with L Wolff regarding Briefing Schedule on Contempt Appeal (.1) | 0.025 265.00/hr | 6.63 |

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|-----------|-----|--|--------------------|---------------|
| 4/29/2021 | LJW | Telephone conference with W Smith (.1); preparation of Reply to Appellate Brief (4.3) | 1.100 265.00/hr | 291.50 |
| 4/30/2021 | LJW | Preparation of Reply to Appellate Brief regarding Unambiguous Terms (4.7) | 1.175 265.00/hr | 311.38 |
| | KBC | Review Order regarding Responsive Appeal Brief (.15) | 0.038 265.00/hr | 9.94 |
| 5/3/2021 | WJS | Telephone call from L Wolff regarding Citations (.2); Research Respondent's Brief in Contempt Appeal (.5); telephone call to L Wolff (.1) | 0.200 265.00/hr | 53.00 |
| | LJW | Telephone call with W Smith (.2); review all Cited Cases in Brief by Lytle Trust (4.8) | 1.250 265.00/hr | 331.25 |
| 5/4/2021 | LJW | Preparation of final draft of Reply Brief (6.3) | 1.575 265.00/hr | 417.38 |
| 5/5/2021 | LJW | Preparation of final draft of Reply Brief (4.7) | 1.175 265.00/hr | 311.38 |
| | WJS | Email from L Wolff regarding draft Brief (.1); review and revise Cover Page, Jurisdictional Statement and Statement of Issues (1.2); Research (.6) | 0.475 265.00/hr | 125.88 |
| 5/6/2021 | WJS | Review and revise Respondent's Brief for Contempt Appeal (Statement of Case, Statement of Facts, Summary of Argument, Standard of Review) (3.2); review Appendix (.6); Research (.6) | 1.100 265.00/hr | 291.50 |
| 5/7/2021 | WJS | Research, draft and revise Statement of Jurisdiction and Arguments for Respondents' Brief (8.1) | 2.025 265.00/hr | 536.63 |
| 5/10/2021 | WJS | Review and revise Respondent's Brief (2.3) | 0.575 265.00/hr | 152.38 |
| 5/11/2021 | LJW | Research Appellate Brief (.5) | 0.125 265.00/hr | 33.13 |
| | WJS | Review and revise Respondents' Brief (5.4); Research (4.2) | 2.400 265.00/hr | 636.00 |
| 5/12/2021 | WJS | Emails to and from L Wolff and Clerk (.2); revise Statement of Case and Summary of Argument (1.2); review Citations (.8); preparation of Table of Authorities and Table of Contents (2.4); preparation of Certificate of Compliance (.2); review and revise Respondent's Brief (.6); telephone calls to and from D Martin regarding Brief (.2) | 1.400 265.00/hr | 371.00 |
| | LJW | Research Appellate Brief (2.2) | 0.550 265.00/hr | 145.75 |
| | DEM | Telephone call from W Smith (.2); revise Appeal Brief (2.2) | 0.600 265.00/hr | 159.00 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|---|--------------------|---------------|
| 5/13/2021 | WJS | Conferences with D Martin regarding Brief and Appeal Arguments (.3); review redline and incorporate changes (1.2); preparation of and revise Answering Brief (1.6); review and insert Keycite Citations (.6); revise Table of Authorities and Table of Contents (.4); email to L Wolff regarding review of Brief (.1) | 1.050 265.00/hr | 278.25 |
| | DEM | Research (.3); review Lytle Trust's Opening Brief (.4); revise Appeal Brief (1.9); conference with W Smith (.3) | 0.725 265.00/hr | 192.13 |
| 5/14/2021 | WJS | Email from L Wolff regarding review of Answering Brief (.2); review and revise Answering Brief (1); preparation for filing (.1) | 0.325 265.00/hr | 86.13 |
| | LJW | Review and revisions to final Brief in Contempt Appeal (1.4); emails to and from W Smith (.6) | 0.500 265.00/hr | 132.50 |
| 5/28/2021 | WJS | Review Notice from Court (.1); review Dismar's Answering Brief (.4); email from L Wolff (.1) | 0.150 265.00/hr | 39.75 |
| | LJW | Review Brief from Dismar's Counsel (.4); email to W Smith (.1) | 0.125 265.00/hr | 33.13 |
| 6/4/2021 | WJS | Review Notices from Court and review Amended Notice of Appeal and Amended Case Appeal Statement (.4) | 0.100 265.00/hr | 26.50 |
| 6/28/2021 | WJS | Emails to and from J Henroid regarding Extension of Reply Brief (.1) | 0.025 265.00/hr | 6.63 |
| 7/29/2021 | WJS | Review Notice from Supreme Court, review Motion for Extension of Reply Brief filed by Lytle Trust (.2) | 0.050 265.00/hr | 13.25 |
| 8/9/2021 | WJS | Review Notice from Supreme Court regarding Extension Order and review Order (.1) | 0.025 265.00/hr | 6.63 |
| 8/30/2021 | WJS | Review Notice from Supreme Court regarding Motion for Extension and review Motion (.2) | 0.050 265.00/hr | 13.25 |
| 9/13/2021 | WJS | Review Lytle's Reply Brief in Support of Contempt Appeal (.4) | 0.100 265.00/hr | 26.50 |
| 2/18/2022 | WJS | Review Notice from Supreme Court and review Order of Dismissal (.5); emails to and from L Wolff and K Christensen (.1); review Case Strategy, NRCP, NRS and NRAP (.6); email to K Christensen regarding Recovery of Fees (.1); review Fee Statement and Summary (.2) | 0.375 265.00/hr | 99.38 |
| | LJW | Review Order from Court and emails to and from W Smith (.1) | 0.025 265.00/hr | 6.63 |
| 2/21/2022 | LJW | E-mails to and from W Smith (.1) | 0.025 265.00/hr | 6.63 |
| 2/25/2022 | WJS | Conference with L Wolff regarding potential Motion for Fees and Costs (.2); email to Clients regarding Order Dismissing Appeal, Fees and Costs (.1) | 0.075 265.00/hr | 19.88 |

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|-----------|-----|--|--------------------|---------------|
| 3/1/2022 | WJS | Review Fee Statements for Contempt Appeal (.8); prepare notes on revisions for fees Motion (.6); email to Clerk regarding preparation for Statements for Contempt Appeal Fees (.1) | 0.375 265.00/hr | 99.38 |
| | LJW | Review and mark Billings regarding Contempt Appeal Fees (2.5); emails to and from W Smith regarding Fees (.3) | 0.700 265.00/hr | 185.50 |
| 3/2/2022 | LJW | Preparation of Attorney's Fees Motion for Contempt Appeal (1.5); Research Contempt Statutes/Rules and Fees (1.4) | 0.725 265.00/hr | 192.13 |
| | WJS | Telephone calls to and from C Wang regarding Supreme Court Dismissal, impact on District Court Case and Litigation Strategy (.7) | 0.175 265.00/hr | 46.38 |
| 3/3/2022 | LJW | Preparation of Introduction for Attorney's Fees Motion for Contempt Appeal (.5); Research Contempt and Fees (.5) | 0.250 265.00/hr | 66.25 |
| 3/4/2022 | LJW | Preparation of Points and Authorities for Attorney's Fees Motion for Contempt Appeal (1.0); Research Contempt and Fees (.4) | 0.350 265.00/hr | 92.75 |
| 3/7/2022 | LJW | Continued Preparation of Points and Authorities for Attorney's Fees Motion for Contempt Appeal (3.1) | 0.775 265.00/hr | 205.38 |
| 3/8/2022 | LJW | Preparation of Statement of Facts for Attorney's Fees Motion for Contempt Appeal (1.4) | 0.350 265.00/hr | 92.75 |
| | WJS | Email from L Wolff regarding Motion for Fees (.1) | 0.025 265.00/hr | 6.63 |
| 3/9/2022 | LJW | E-mails to and from Clerk regarding Billings for Motion for Contempt Appeal (.2) | 0.050 265.00/hr | 13.25 |
| | WJS | Review Motion and Declaration drafts and preparation of redline revisions (2.5); email to L Wolff (.2) | 0.675 265.00/hr | 178.88 |
| 3/10/2022 | WJS | Email from L Wolff (.1); review Fees and Statement (.2); review and revise Motion for Fees and Declaration (.8); email to L Wolff (.1) | 0.300 265.00/hr | 79.50 |
| | LJW | Review and select Exhibits for Motion for Fees (1.3); revise Motion after W Smith review and prepare and revise Declaration (1.3) | 0.650 265.00/hr | 172.25 |
| 3/11/2022 | LJW | Final revisions to Fees Motion, Declaration and Exhibits (.8) | 0.200 265.00/hr | 53.00 |
| | WJS | Emails from L Wolff (.1); review final Motion and Declaration (.1) | 0.050 265.00/hr | 13.25 |
| 3/14/2022 | LJW | Review Court Order regarding Hearing on Fees Motion (.1) | 0.025 265.00/hr | 6.63 |
| | WJS | Review Motion for Fees and Hearing Notice and file notes (.1) | 0.025 265.00/hr | 6.63 |
| 3/22/2022 | WJS | Review Notice from Supreme Court and review Remittitur (.1) | 0.025 265.00/hr | 6.63 |

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| 3/22/2022 | LJW | Telephone call with W Smith regarding Hearing on Fees Motion (.1) | 0.025 265.00/hr | 6.63 |
| 3/28/2022 | LJW | Review Opposition to Motion for Fees (.5); preparation of Reply to Opposition (.2) | 0.175 265.00/hr | 46.38 |
| 3/29/2022 | LJW | Preparation of Reply to Opposition to Fees Motion (2.5) | 0.625 265.00/hr | 165.63 |
| 3/30/2022 | LJW | Preparation of Reply to Opposition (1.0); Research on cases cited by Lytle Trust (2.0); telephone call to W Smith regarding Opposition (.5) | 0.875 265.00/hr | 231.88 |
| | WJS | Conference with L Wolff regarding Lytle Trust Opposition to Fees Motion (.5) | 0.125 265.00/hr | 33.13 |
| 3/31/2022 | LJW | Preparation of Points and Authorities in Reply to Opposition (2.0); Research the term Prevailing Party under Nevada Law (2.3) | 1.075 265.00/hr | 284.88 |
| 4/1/2022 | LJW | Final Preparation of Reply to Opposition (1.0); preparation of Declaration for Reply (1.0); review Exhibits for filing and citing in Reply (1.3) | 0.825 265.00/hr | 218.63 |
| | WJS | Review Reply Brief and preparation of Redline (1.6); emails to and from L Wolff (.2) | 0.450 265.00/hr | 119.25 |
| 4/4/2022 | WJS | Review Notices from Court and review Hearing Notice (.1) | 0.025 265.00/hr | 6.63 |
| 4/5/2022 | WJS | Review Notice from Supreme Court in Fees Appeal and review Lytle Motion to Extend Time (.2) | 0.050 265.00/hr | 13.25 |
| 4/8/2022 | WJS | Review Notice from Court, review Order Granting Extension and file notes (.1) | 0.025 265.00/hr | 6.63 |
| 4/11/2022 | LJW | Preparation of Oral Argument on Motion for Fees (1.9) | 0.475 265.00/hr | 125.88 |
| 4/12/2022 | LJW | Preparation of Oral Argument on Motion for Fees; Appearance at Hearing on Fees Motion (2.0) | 0.500 265.00/hr | 132.50 |
| 4/13/2022 | LJW | E-mails to and from opposing counsel regarding Order and Stipulation (.2); review Order and Stipulation on Fees Motion (.2) | 0.100 265.00/hr | 26.50 |
| 4/14/2022 | LJW | E-mails to and from opposing counsel regarding Order and Stipulation (.2); telephone call to W Smith regarding Hearing and Issues (.4) | 0.100 265.00/hr | 26.50 |
| | WJS | Email from D Waite regarding Settlement Offer (.1); email to K Christensen and L Wolff (.1); conference with K Christensen and review of Settlement Offer (.2) | 0.100 265.00/hr | 26.50 |
| | WJS | Emails to and from L Wolff regarding Stipulation and Order on Fees Motion (.2); telephone call from L Wolff regarding Hearing and Issues (.4) | 0.150 265.00/hr | 39.75 |

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| 4/14/2022 | WJS | Review Notices from Supreme Court regarding Writ Petition and review of Writ Petition (.8); review Civil Practice Manual and NRAP 21 (.2); emails to and from C Wang (.1); emails to and from L Wolff (.1) | 0.300 265.00/hr | 79.50 |
| | KBC | Review Fees and Costs Settlement Offer with W Smith (.2); email from Attorney (.05) | 0.063 265.00/hr | 16.56 |
| 4/15/2022 | LJW | Review email from Dan Waite (.1); email to W Smith regarding Settlement Proposal (.2) | 0.075 265.00/hr | 19.88 |
| 4/18/2022 | WJS | Review Notices from District Court regarding Fees Motion (.1) | 0.025 265.00/hr | 6.63 |
| 4/19/2022 | WJS | Review Lytle Settlement Offer (.1); preparation of email to Clients regarding Proposal and Recommendation (1.0); emails to and from and telephone call to L Wolff regarding Settlement (.2); file notes (.6); telephone calls to and from and emails to and from D Waite regarding Settlement Offer and Issues (.4) | 0.600 265.00/hr | 159.00 |
| | LJW | Telephone call and email with W Smith regarding Offer (.2) | 0.050 265.00/hr | 13.25 |
| 4/20/2022 | WJS | Email from D Waite regarding Settlement Offer (.2); review, revise and send email to Clients (.2); telephone calls and emails to Clients (.3); email to D Waite regarding Counteroffer (.3) | 0.250 265.00/hr | 66.25 |
| | WJS | Review Lytle Writ Petition (1.2); review Appeal Brief (.2) | 0.350 265.00/hr | 92.75 |
| 4/22/2022 | WJS | Email from D Waite regarding Counteroffer on Fees Appeal Settlement (.1) | 0.025 265.00/hr | 6.63 |
| 4/25/2022 | WJS | Research (.6); review Counteroffer (.2); emails to and from K Christensen and L Wolff (.2) | 0.225 265.00/hr | 59.63 |
| 4/28/2022 | KBC | Emails to and from Attorneys and Clients regarding Fees Negotiations (.25) | 0.063 265.00/hr | 16.56 |
| | WJS | Email from D Waite regarding Settlement Offer on Fees Appeal (.1); emails to and from K Christensen (.1); email to and from Clients with Recommendation (.3); email to D Waite (.1) | 0.150 265.00/hr | 39.75 |
| 5/2/2022 | WJS | Emails to and from D Waite regarding Settlement Offer (.1) | 0.025 265.00/hr | 6.63 |
| 5/5/2022 | WJS | Review Notices from Supreme Court and review filed Appendix and Motion to Extend Time (.6) | 0.150 265.00/hr | 39.75 |
| 5/6/2022 | WJS | Review Notices from Supreme Court and review Lytle Opening Brief (.5); review Order Granting Extension and Due Date (.1) | 0.150 265.00/hr | 39.75 |
| 5/12/2022 | KBC | Review Pleadings Due Dates and Attorney email and notes regarding Due Dates (.15) | 0.038 265.00/hr | 9.94 |

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|-----------|-----|--|--------------------|---------------|
| 5/12/2022 | WJS | Review Notice from Supreme Court and review Order regarding Real Parties in Interest Answers (.1); email to K Christensen and L Wolff (.1) | 0.050 265.00/hr | 13.25 |
| 5/23/2022 | KBC | Conference with W Smith regarding Receiver Fee Orders and Hearing (.2); review Fees Negotiation emails (.15) | 0.088 265.00/hr | 23.19 |
| | WJS | Preparation of Answer to Writ Petition (1.8); review Order directing Answer (.1); review Petition (1.4); Research (1.2) | 1.125 265.00/hr | 298.13 |
| | WJS | Telephone call from and email to D Waite regarding Settlement of Fees Appeal (.3) | 0.075 265.00/hr | 19.88 |
| 5/24/2022 | WJS | Preparation of Answer to Writ Petition (3.0); Research (3.8) | 1.700 265.00/hr | 450.50 |
| 5/25/2022 | KBC | Conference with W Smith to review Appeal and Settlement Issues (.2); preparation for and conference with Clients (.7); file notes regarding Instructions (.1) | 0.238 265.00/hr | 62.94 |
| | WJS | Email to D Waite regarding Settlement (.1); file notes (.4) | 0.125 265.00/hr | 33.13 |
| | WJS | Preparation of notes for Meeting with Clients (1.0); conference with K Christensen (.2); preparation for Meeting; conference with Client (1.4); Research (.1); conference with K Christensen (.2) | 0.725 265.00/hr | 192.13 |
| 5/26/2022 | WJS | Emails to and from D Waite regarding Settlement of Fees (.1) | 0.025 265.00/hr | 6.63 |
| 5/27/2022 | WJS | Emails to and from D Waite regarding Stipulation (.2) | 0.050 265.00/hr | 13.25 |
| 5/31/2022 | WJS | Email from D Waite regarding Stipulation (.1) | 0.025 265.00/hr | 6.63 |
| 6/1/2022 | WJS | E-mail from D Waite (.05); review draft Stipulation regarding Appeal Bond Release (.3); preparation of Redline (.3); email to D Waite (.05) | 0.175 265.00/hr | 46.38 |
| | WJS | Telephone call from and emails to and from C Wang regarding Response to Writ Petition (.6) | 0.150 265.00/hr | 39.75 |
| 6/2/2022 | WJS | Emails to and from C Wang regarding Appendix revisions (.2); review and revise Answer to Writ Petition (1.4) | 0.400 265.00/hr | 106.00 |
| | WJS | Emails to and from D Waite and review Stipulation regarding Release of Bond Funds (.1); emails to and from J Henriod regarding Joint Motion for Supreme Court (.1) | 0.050 265.00/hr | 13.25 |
| 6/3/2022 | WJS | Preparation of Joint Motion regarding Withdrawal and Stipulation for Extension of Time (.7); emails to and from J Henriod and D Waite (.2); review Joint Motion and approve for filing (.1); review Notice from Supreme Court (.1) | 0.275 265.00/hr | 72.88 |

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| 6/7/2022 | WJS | Review and revise Answer to Writ Petition (3.6) | 0.900 265.00/hr | 238.50 |
| 6/8/2022 | WJS | Review and revise Answer to Writ Petition (1.2); preparation of Citations (.8); preparation of Tables of Authority (.4); check NRAP requirements (.2); preparation of Certificates of Compliance (.3); finalize Answer to Writ Petition (.3); emails to and from C Wang regarding coordination and Joinder (.2); email to Clerk regarding filing Instructions (.1) | 0.825 265.00/hr | 218.63 |
| 6/10/2022 | WJS | Review Notices from Court and review Disman Answer (.8) | 0.200 265.00/hr | 53.00 |
| 6/20/2022 | WJS | Review Court Notices regarding Extension and Amended Brief (.2); review Notice of Entry of Order regarding Release of Bond Money (.1); email to Clerk regarding Payment (.1) | 0.100 265.00/hr | 26.50 |
| 6/21/2022 | WJS | Emails to and from Court regarding Payment from Bond (.1) | 0.025 265.00/hr | 6.63 |
| | WJS | Review Notice from Supreme Court regarding Extension for Reply Brief (.1) | 0.025 265.00/hr | 6.63 |
| 6/22/2022 | WJS | Review Notices from Supreme Court and review Appellant's Amended Opening Brief (.6); Research (.8); preparation of Respondents' Answering Brief (1.8) | 0.800 265.00/hr | 212.00 |
| 6/28/2022 | WJS | Review and revise Response Brief on Fees Appeal regarding Contempt Fees (2.8) | 0.700 265.00/hr | 185.50 |
| 6/29/2022 | WJS | Review and revise Response Brief (.7); email to D Martin (.1) | 0.200 265.00/hr | 53.00 |
| 7/5/2022 | DEM | Revise Answering Brief (.8); Research (.3) | 0.275 265.00/hr | 72.88 |
| 7/6/2022 | DEM | Revise Answering Brief (.7); Research (.2); email to W Smith (.1) | 0.225 265.00/hr | 59.63 |
| 7/7/2022 | WJS | Email from D Martin regarding Respondent's Brief (.1); review and revise Respondent's Brief (.16); Research (1.3); email to and telephone call from D Martin (.2) | 0.800 265.00/hr | 212.00 |
| | DEM | Emails from W Smith (.1); revise Appeal Brief (.4); telephone call to W Smith (.2) | 0.175 265.00/hr | 46.38 |
| 7/8/2022 | WJS | Review Notice from Supreme Court and review Lytle's Reply in Support of Writ Petition (.4) | 0.100 265.00/hr | 26.50 |
| 7/12/2022 | DEM | Conference with W Smith (.4) | 0.100 265.00/hr | 26.50 |

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| 7/19/2022 | WJS | Review and revise Respondent's Brief (.6); preparation for filing (.05); email to Clerk regarding Instruction (.1); review Notice from Supreme Court (.05) | 0.200 265.00/hr | 53.00 |
| 9/6/2022 | WJS | Review Notice from Supreme Court regarding Lytle Reply and review filed Reply (.3) | 0.075 265.00/hr | 19.88 |
| 9/7/2022 | WJS | Review Docket for Case status (.1); review Lytle Trust Reply Brief (.4) | 0.125 265.00/hr | 33.13 |
| 10/6/2022 | WJS | Review Appeal Documents (.1); file notes regarding Hearing and Status Report Requirements (.1) | 0.050 265.00/hr | 13.25 |
| 10/7/2022 | WJS | Review Case files (.3); preparation of Status Report for Judge Williams for Status Check Hearing (1.1) | 0.350 265.00/hr | 92.75 |
| 10/13/2022 | WJS | Preparation for and Appearance at Hearing before Judge T Williams regarding Status Check (1.2) | 0.300 265.00/hr | 79.50 |
| 10/14/2022 | WJS | Review Docket, review Minute Order and file notes regarding Status Check and Hearing Date (.1) | 0.025 265.00/hr | 6.63 |
| 10/21/2022 | WJS | Review Supreme Court Docket regarding Contempt Appeals (.2) | 0.050 265.00/hr | 13.25 |
| 11/10/2022 | WJS | Email from Supreme Court, review Order regarding Consolidation and Oral Argument and file notes regarding Hearing Date (.1); email to Client (.2); emails to and from L Wolff (.2); preparation of notes for Oral Argument before Supreme Court (.5) | 0.250 265.00/hr | 66.25 |
| | KBC | Review Hearing Order and Attorney email and note Appeal Hearing before NV Supreme Court (.1) | 0.025 265.00/hr | 6.63 |
| 11/23/2022 | WJS | Review Notice from Supreme Court regarding Oral Argument and review Notice of Judges Panel (.1); review Judges Information (.3) | 0.100 265.00/hr | 26.50 |
| 11/25/2022 | WJS | Review and preparation of notes for Oral Argument before Supreme Court (.8) | 0.200 265.00/hr | 53.00 |
| 11/28/2022 | WJS | Conference with D Martin regarding Supreme Court Hearing, Issues and preparation for Hearing (.5); review files (.4); email to Clerks regarding preparation of documents for Hearing (.1); file notes regarding Oral Argument (.2) | 0.300 265.00/hr | 79.50 |
| 11/29/2022 | WJS | Telephone calls to and from Supreme Court regarding Hearing and time allotment (.2); emails to and from and telephone call from C Wang regarding Hearing, preparation and discussion of Argument Points (1.3); review Supreme Court Summary of Case for Hearing (.2); file notes (.6); emails to and from D Martin (.1) | 0.600 265.00/hr | 159.00 |
| | DEM | Review Nevada Supreme Court Notice regarding Oral Argument (.1); review file (.1); review Lytle Trust Arguments in support of Petition for Writ of Mandate or Prohibition (.5) | 0.175 265.00/hr | 46.38 |

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| 11/30/2022 | DEM | Conference with W Smith (.4) | 0.100 265.00/hr | 26.50 |
| | WJS | Review Notice from Supreme Court (.1); review NRAP and Supreme Court Rules regarding Oral Argument (.4); preparation of Notice of Appearance for Oral Argument (.3); emails to and from C Wang (.2); review Case files (2.7); preparation of Oral Argument and notes (1.2); preparation for Oral Argument and practice (.5); revise Oral Argument Outline (.3); telephone call from D Martin (.4) | 1.525 265.00/hr | 404.13 |
| 12/1/2022 | WJS | Review and revise Oral Argument, practice Argument (1.2); review District Court Appendix (Proceeding Records approx. 1800 pages) (3.4); revise and prepare for Oral Argument (1.5) | 1.525 265.00/hr | 404.13 |
| 12/3/2022 | WJS | Review and mark Appendix and prepare for Oral Argument (1.7) | 0.425 265.00/hr | 112.63 |
| 12/5/2022 | WJS | Review and mark Appendix for Oral Argument (3.2); practice Oral Argument (.4); review and revise Outline (.9); prepare notes and Record Summaries (2.7); preparation for Oral Argument and further revise Outline (.5) | 1.925 265.00/hr | 510.13 |
| 12/6/2022 | WJS | Preparation for Oral Argument (.5); review Case Briefing (2.0); preparation of Answers to anticipated Questions (.6); revise notes and Outline; practice Oral Argument (.8); prepare for Hearing (.6); Appearance at Nevada Supreme Court Hearing, present Oral Argument (1.7); conference with Clients regarding Hearing (.2); conference with C Wang (.7); conference with K Christensen (.3) | 1.850 265.00/hr | 490.25 |
| 12/13/2022 | WJS | Conference with Attorneys regarding Oral Argument and Case Status (.2) | 0.050 265.00/hr | 13.25 |
| 12/29/2022 | WJS | Review Notice from Supreme Court (.1); review filed Order Denying Writ and Affirming Fees Appeal (.2); emails to and from Clients (.1) | 0.100 265.00/hr | 26.50 |
| 1/3/2023 | WJS | Emails to and from D Waite (.1); review Supreme Court Order (.8); review NRAP and NRCP regarding Costs and Fee Motions and Procedural Matters (.6); file notes regarding Case Strategy | 0.600 265.00/hr | 159.00 |
| 1/4/2023 | LJW | Review notes from W Smith regarding Appeal and Attorney's Fees (.4); Research Costs and Fees (.6) | 0.250 265.00/hr | 66.25 |
| | WJS | Review and revise notes (.6); emails to and from L Wolff regarding Research (.3); telephone call from C Wang regarding Orders and Case (1.2) | 0.525 265.00/hr | 139.13 |
| 1/5/2023 | LJW | Research Costs and Fees and Motion for Fees in Supreme Court (2.7); telephone call to W Smith regarding NRAP Requirements for Bill of Costs and possible Fees Motion (.5) | 0.800 265.00/hr | 212.00 |
| | WJS | Telephone call to L Wolff regarding NRAP Requirements for Bill of Costs and possible Fee Motion (.5) | 0.125 265.00/hr | 33.13 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|---|--------------------|---------------|
| 1/6/2023 | LJW | Research Costs and Fees and Motion for Fees in Supreme Court (1.0); preparation of Memo regarding Motions for Filing Fees in Supreme Court (2.0); Research Court's Website for filed documents (.8) | 0.950 265.00/hr | 251.75 |
| | WJS | Email from L Wolff (.05); review Caselaw Memo regarding Fees Motion for Appeal Fees (.3); email to L Wolff (.05) | 0.100 265.00/hr | 26.50 |
| 1/10/2023 | WJS | Review Musso Case regarding Appeal Fees (.2); preparation of Case notes for potential Fees Motion (.1) | 0.075 265.00/hr | 19.88 |
| 1/11/2023 | WJS | Telephone call to D Waite regarding Settlement of Fees and Williams Matter (.3) | 0.075 265.00/hr | 19.88 |
| 1/17/2023 | WJS | Review Fees Summaries and Billings (.4); email to D Waite regarding possible Settlement of Fees (.5) | 0.225 265.00/hr | 59.63 |
| 1/19/2023 | WJS | Email from D Waite (.1); analysis of Offer and email to Clients regarding Fee Settlement Issues (.9); emails to and from Client regarding Meeting (.1); revise email regarding Lytle Settlement Offer (.1); email to Clients (.1) | 0.325 265.00/hr | 86.13 |
| 1/20/2023 | WJS | Conference with Clients regarding Fees on Appeal and possible Settlement (.6); email to D Waite regarding Counteroffer (.3) | 0.225 265.00/hr | 59.63 |
| | KBC | Review Nevada Supreme Court Decision and conference with W Smith regarding pending Issues (.4) | 0.100 265.00/hr | 26.50 |
| 1/23/2023 | WJS | Email from D Waite regarding Settlement Discussion (.1) | 0.025 265.00/hr | 6.63 |
| 1/25/2023 | WJS | Emails to and from D Waite regarding Settlement and Reconsideration/Clarification of Supreme Court Order by Lytle (.2); review NRAP regarding En Banc Reconsideration (.2); conference with D Martin and E James (.1) | 0.125 265.00/hr | 33.13 |
| 1/31/2023 | WJS | Review Notice from Supreme Court and review Motion for Rehearing filed by Lytle Trust (.5); review NRAP 40 regarding Motion for Rehearing (.2) | 0.175 265.00/hr | 46.38 |
| 2/1/2023 | WJS | Review Motion for Rehearing (.8); telephone call from C Wang regarding Motion and Case status (.5); email to Clients (.5) | 0.450 265.00/hr | 119.25 |
| 2/8/2023 | WJS | Review Judge Williams' Docket Hearing information (.05); preparation of Status Report for Status Check Hearing (.6); email to Clerk regarding filing and delivery Instructions (.05) | 0.175 265.00/hr | 46.38 |
| 2/9/2023 | WJS | Review Status Report and preparation for Hearing (.15); Appearance at Hearing (.3); file notes regarding new Hearing Date (.05) | 0.125 265.00/hr | 33.13 |
| 2/13/2023 | WJS | Review Notice from Supreme Court and review Order Denying Petition for Rehearing (.1); review NRAP (.1); emails to and from C Wang (.1); conference with D Martin (.1) | 0.100 265.00/hr | 26.50 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|---------|---|--------------------|---------------|
| 2/24/2023 | WJS | Review Notice from Court regarding Extension of Time to File Petition for Re-Hearing En Banc (.1); emails to and from C Wang (.1); emails to and from and telephone call from L Wolff (.1) | 0.075 265.00/hr | 19.88 |
| 3/13/2023 | WJS | Review Notice from Nevada Supreme Court and review Lytle's Petition for Rehearing En Banc (.5); emails to and from L Wolff (.1) | 0.150 265.00/hr | 39.75 |
| 3/14/2023 | LJW | Review Brief filed by Rosemere regarding En Banc Review (.8); review Appellate Rules regarding En Banc (.2); email to W Smith (.1) | 0.275 265.00/hr | 72.88 |
| 3/27/2023 | LJW | Review Order from Supreme Court regarding En Banc Decision (.1) | 0.025 265.00/hr | 6.63 |
| | WJS | Review Notice from Supreme Court and review Order Denying Petition for EBR (.1); email to Clients (.1) | 0.050 265.00/hr | 13.25 |
| 4/24/2023 | WJS | Review Notices from Supreme Court regarding Remittitur (.1) review Statutes (.2); file notes regarding Fees Motion (.6); emails to and from and conference with Clerk regarding Fees Statement (.2); review Fees Statement for March 2022-March 2023 (1.6); email to L Wolff regarding Motion for Fees for Judge Williams (.1) | 0.700 265.00/hr | 185.50 |
| 4/25/2023 | WJS | File notes regarding Case Status and possible Fees Motion related to Appeals (.8) | 0.200 265.00/hr | 53.00 |
| 4/26/2023 | WJS | Conference with D Martin regarding Fees Claim (.1); preparation for Meeting with Clients (.4); conference with K Christensen regarding potential Motion for Fees (.1); calendar Clients regarding Fee Motion for Department 16 before Judge Williams; file notes (.3) File notes regarding Case Status and possible Fees Motion related to Appeals (.8) | 0.225 265.00/hr | 59.63 |
| 4/27/2023 | WJS | Conference with L Wolff regarding Clients Instructions on Motion for Fees (.1); emails to and from C Wang regarding Remittitur (.1); review Supreme Court Certificate of Judgment (.2); emails to and from L Wolff regarding Deadlines and Court Rules (.2); conference with L Wolff regarding Boll of Costs (.2) | 0.200 265.00/hr | 53.00 |
| 4/28/2023 | LJW | Preparation of Memorandum of Costs and Exhibits | 0.675 265.00/hr | 178.88 |
| | WJS | Review and revise Memorandum of Costs (.1); emails to and from L Wolff (.1) | 0.050 265.00/hr | 13.25 |
| | | For professional services rendered | 95.170 | \$25,020.64 |
| | | Additional Charges : | | |
| 7/31/2020 | WestLaw | Research | | 9.21 |
| 8/31/2020 | WestLaw | Research | | 21.05 |

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| | <u>Amount</u> |
|---|----------------------------------|
| 9/30/2020 WestLaw Research | 65.48 |
| 11/30/2020 WestLaw Research | 31.67 |
| 12/31/2020 WestLaw Research December 2020 | 45.83 |
| 1/31/2021 WestLaw Research | 22.67 |
| 2/28/2021 WestLaw Research | 35.26 |
| 3/31/2021 WestLaw Research March 2021 | 62.47 |
| 4/30/2021 WestLaw Research | 138.33 |
| 6/1/2021 WestLaw Research May 2021 | 280.78 |
| 3/11/2022 District Court Filing Fee - Motion for Attorney Fees and Costs | 0.88 |
| 3/31/2022 District Court Filing Fee - Memorandum | 0.88 |
| Lexis-Nexis Research Fee | 13.84 |
| 4/1/2022 District Court Filing Fee - Reply to Defendants Opposition to Motion for Attorney's Fees and Costs Related to Appeal of Contempt Order | 0.88 |
| 4/30/2022 Lexis-Nexis Research Fee | 0.11 |
| 6/30/2022 Lexis-Nexis Research Fee | 8.00 |
| Lexis-Nexis Research Fee | 4.13 |
| 8/31/2022 Lexis-Nexis Research Fee July-August 2022 | 7.15 |
| 11/30/2022 Copy Fee (3876) | 193.80 |
| Lexis-Nexis Research Fee | 4.28 |
| 1/31/2023 Lexis-Nexis Research Fee | 14.07 |
| 2/8/2023 District Court Filing Fee - Status Report | 0.88 |
| 2/10/2023 Document Prep and Courtesy Copy of Plaintiffs' Status Report to Department 16 | 9.08 |
| Total costs | <u>\$970.73</u> |
| For professional services rendered | <u>95.170</u> <u>\$25,991.37</u> |

INVOICE

For professional services rendered.

Due upon receipt

Invoice submitted to:

Gerry R. Zobrist and Jolin G. Zobrist Family Trust

May 11, 2023

Professional Services - Post Judgment and Appeals

| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|---|--------------------|---------------|
| 6/22/2020 | WJS | Review Notices from Court and review Notice of Appeal and Case Appeal Statement (.2) | 0.050 260.00/hr | 13.00 |
| 6/26/2020 | WJS | Review Notices from NV S. Court regarding Docketing of Appeal (.1) | 0.025 260.00/hr | 6.50 |
| 7/2/2020 | WJS | Review Notice from Supreme Court regarding Settlement Program (.1); emails to and from L Wolff regarding Procedures (.1); review Notice from Court regarding Disassociation of Counsel (.1); telephone calls to and from J Henriod regarding Cost Bond for Contempt Order Appeal (.1) | 0.100 260.00/hr | 26.00 |
| | LJW | Research Appellate Rules regarding Settlement Program (.4); email to W Smith with Instructions (.2) | 0.150 260.00/hr | 39.00 |
| 7/7/2020 | KBC | Conference with W Smith regarding Court Order and Appeal Issues (.1) | 0.025 260.00/hr | 6.50 |
| 7/10/2020 | LJW | Preparation of Settlement Statement for Appeal (.1) | 0.250 260.00/hr | 65.00 |
| | KBC | Review Nevada Supreme Court Settlement Program Notice and emails to and from Attorneys (.25) | 0.063 260.00/hr | 16.25 |
| 7/14/2020 | WJS | Meeting with Clients regarding Supreme Court Settlement Conference (.8); email from Settlement Judge (.1); telephone call to L Wolff regarding Settlement Statement and proposed Fee Award Order (.2); emails to and from Settlement Judge (.1) | 0.300 260.00/hr | 78.00 |
| 7/17/2020 | LJW | Review emails from Settlement Judge (.1) | 0.025 260.00/hr | 6.50 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|------------|-----|---|--------------------|---------------|
| 7/23/2020 | WJS | Preparation for Pre-Mediation Conference; review Case Summary and files (.4); email to Client (.1); participate in Pre-Mediation Conference call with Settlement Judge (Ishi Kunin), Joel Henroid, Christina Wang (.4); continue conference with J Henriod (.4); email from I Kunin (.05); email from J Gegan (.05) | 0.350 260.00/hr | 91.00 |
| 7/29/2020 | WJS | Preparation for Meeting and telephone call to J Henriod regarding Settlement Program (.2) | 0.050 260.00/hr | 13.00 |
| 7/30/2020 | WJS | Prepare for Meeting with Settlement Judge and review notes (.3); Pre-Mediation Conference with Settlement Judge (.2); email to Clients regarding end of Settlement Program and next steps (.4); conference with L Wolff regarding Analysis of Appeal Issues and Fees Order Issues (1.0) | 0.475 260.00/hr | 123.50 |
| | LJW | Telephone call with W Smith regarding Case strategy and Appeals (1) | 0.250 260.00/hr | 65.00 |
| 8/3/2020 | WJS | Review Notice from Supreme Court regarding Deadlines; review NRAP (.3) | 0.075 260.00/hr | 19.50 |
| 8/6/2020 | LJW | Review Lytle Docketing Statement (.2) | 0.050 260.00/hr | 13.00 |
| 8/10/2020 | WJS | Review Notice from Supreme Court, Docketing Statement and NRAP (.4) | 0.100 260.00/hr | 26.00 |
| 8/11/2020 | KBC | Conference with W Smith regarding Appeals Issues (.35) | 0.088 260.00/hr | 22.75 |
| 8/28/2020 | WJS | Emails to and from J Henroid; review Stipulations for Cash Bonds Pending Appeal (.2) | 0.050 260.00/hr | 13.00 |
| 10/21/2020 | LJW | Review Case Appeal (.2) | 0.050 260.00/hr | 13.00 |
| | WJS | Emails to and from L Wolff regarding Appeal-Ability of Contempt Order (.1); review NRAP (.3) | 0.100 260.00/hr | 26.00 |
| 10/22/2020 | WJS | Caselaw Research regarding appealability of Contempt Order (1.1); file notes (.3); email to L Wolff for review (.1) | 0.375 260.00/hr | 97.50 |
| 10/23/2020 | LJW | Research Writs and Motion to Dismiss (1.6); emails to and from W Smith (.1) | 0.425 260.00/hr | 110.50 |
| | WJS | Email from L Wolff regarding appealability of Contempt Order Research (.1); Research (.9); email to L Wolff regarding Motion to Dismiss (.1) | 0.275 260.00/hr | 71.50 |
| 10/27/2020 | LJW | Preparation of Motion to Dismiss (1) | 0.250 260.00/hr | 65.00 |
| 10/28/2020 | LJW | Preparation of Motion to Dismiss (2.1) | 0.525 260.00/hr | 136.50 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|------------|-----|--|--------------------|---------------|
| 10/28/2020 | WJS | Conference with K Archibald regarding Motion to Dismiss Appeal (.2); Research timing requirements (1.1) | 0.325 260.00/hr | 84.50 |
| 10/29/2020 | LJW | Preparation of Motion to Dismiss (3.2) | 0.800 260.00/hr | 208.00 |
| | WJS | Conference with L Wolff regarding Arguments for Motion to Dismiss (.2); review and revise Motion to Dismiss (1.6); Research Caselaw (.9); preparation of Motion to Dismiss for filing (.6) | 0.825 260.00/hr | 214.50 |
| 12/1/2020 | WJS | Review Notice from Supreme Court and review Lytle Trust Response to Motion to Dismiss Appeal of Contempt Order (.5); Research Rules (.4); emails to and from L Wolff regarding Response and Instructions for Reply Brief (.1); review Deadlines for Merits Briefs (.1); review Rules for Timing Requirements (.1); email to L Wolff regarding Deadlines and potential Motion to Extend Time or Stay Merits Briefing (.2) | 0.350 260.00/hr | 91.00 |
| | LJW | Preparation of Reply to Opposition to Motion to Dismiss Contempt Appeal (.5) | 0.125 260.00/hr | 32.50 |
| 12/2/2020 | LJW | Preparation of Reply to Opposition to Motion to Dismiss Contempt Appeal (.1) | 0.025 260.00/hr | 6.50 |
| 12/3/2020 | LJW | Research Judicial Review (.8); preparation of Reply to Opposition to Motion to Dismiss Contempt Appeal (2.3) | 0.775 260.00/hr | 201.50 |
| 12/4/2020 | LJW | Preparation of Reply to Opposition to Motion to Dismiss Contempt Appeal (4.2) | 1.050 260.00/hr | 273.00 |
| | WJS | Review and revise Reply to Motion to Dismiss Contempt Appeal (1.9) | 0.475 260.00/hr | 123.50 |
| 12/7/2020 | WJS | Review and revise Reply Brief on Motion to Dismiss Contempt Appeal, review Citations (.8); Research (.2); preparation for filing Reply (.4) | 0.350 260.00/hr | 91.00 |
| 1/13/2021 | KBC | Review NV Supreme Court Order regarding Motion to Dismiss Appeal (.15) | 0.038 260.00/hr | 9.75 |
| 2/2/2021 | WJS | Emails to and from J Henriod regarding Request for Additional Time on Contempt Appeal Brief (.1) | 0.025 260.00/hr | 6.50 |
| 3/16/2021 | WJS | Review Notices from Supreme Court regarding Lytle's Opening Brief on Contempt Appeal (.1); telephone call to L Wolff regarding Contempt Appeal Response Brief (.2) | 0.075 265.00/hr | 19.88 |
| | LJW | Telephone call with W Smith regarding Brief (.2) | 0.050 265.00/hr | 13.25 |
| 3/17/2021 | LJW | Review Appellate Brief on Contempt (.4) | 0.100 265.00/hr | 26.50 |
| | WJS | Review Lytle Trust's Opening Brief on Contempt Appeal and prepare file notes regarding Brief (6.1); email to L Wolff (.2) | 1.580 265.00/hr | 418.70 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|--|--------------------|---------------|
| 3/18/2021 | WJS | Review notes regarding Opening Brief (.4); conference with L Wolff regarding Opening Brief and outline for Response (.6) | 0.250 265.00/hr | 66.25 |
| | LJW | Review Appellate Brief on Contempt (.6); telephone call to W Smith regarding outline of Brief Response (.6) | 0.400 265.00/hr | 106.00 |
| 3/19/2021 | LJW | Preparation of Statement of Facts for Appellate Brief (1.3) | 0.325 265.00/hr | 86.13 |
| 3/20/2021 | LJW | Preparation of Statement of Facts for Appellate Brief (.5) | 0.125 265.00/hr | 33.13 |
| 3/22/2021 | LJW | Preparation of Statement of Facts for Appellate Brief (2.6) | 0.650 265.00/hr | 172.25 |
| 3/23/2021 | LJW | Preparation of Introduction and Statement of Facts for Appellate Brief (2.5) | 0.625 265.00/hr | 165.63 |
| 3/24/2021 | LJW | Preparation of Introduction and Statement of Facts for Appellate Brief (4.2) | 1.050 265.00/hr | 278.25 |
| 3/25/2021 | LJW | Preparation of Introduction and Statement of Facts for Appellate Brief (4.2) | 1.050 265.00/hr | 278.25 |
| 3/26/2021 | LJW | Review and revise Statement of Facts (2); preparation of Cites to Appendix (2.8); email to W Smith (.1) | 1.225 265.00/hr | 324.63 |
| 3/29/2021 | LJW | Research Jurisdiction and preparation of Section on Jurisdiction (3.4) | 0.850 265.00/hr | 225.25 |
| | WJS | Review and redline Statement of Facts for Respondents' Brief in Contempt Appeal (2); email to L Wolff (.1); email from C Wang (.1) | 0.550 265.00/hr | 145.75 |
| 3/30/2021 | LJW | Research Jurisdiction and preparation of Section on Jurisdiction (1.5) | 0.375 265.00/hr | 99.38 |
| 3/31/2021 | WJS | Emails from L Wolff regarding Respondents' Brief (.1); telephone call to C Wang regarding Appeal Brief (.6) | 0.180 265.00/hr | 47.70 |
| 4/1/2021 | WJS | Conference with L Wolff regarding Argument for Respondents' Brief, Appendix documents and Research (.2) | 0.050 265.00/hr | 13.25 |
| | LJW | Research Law of Case (2); preparation of Argument (1); telephone call to W Smith (.7) | 0.925 265.00/hr | 245.13 |
| 4/2/2021 | LJW | Research Amendment of Injunctions (2); preparation of Argument (1.7) | 0.925 265.00/hr | 245.13 |
| 4/3/2021 | LJW | Research Jurisdiction and preparation of Jurisdiction Section (3) | 0.750 265.00/hr | 198.75 |
| 4/5/2021 | WJS | Emails to and from L Wolff regarding draft Respondents' Brief (.1); Research and review NRAP (.5) | 0.150 265.00/hr | 39.75 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|---|--------------------|---------------|
| 4/5/2021 | LJW | Research Case Law (2); preparation of Argument (2) | 1.000 265.00/hr | 265.00 |
| 4/6/2021 | LJW | Research Amendment to Preliminary Injunction (.8); preparation of Argument (.3) | 0.275 265.00/hr | 72.88 |
| 4/12/2021 | LJW | Telephone call with W Smith (.1); preparation of Stipulation to Extend Time to file Brief (.7) | 0.200 265.00/hr | 53.00 |
| 4/13/2021 | WJS | Review draft Stipulation (.1); emails to and from L Wolff and J Henriod (.1); review Notices from Supreme Court (.1); review Order of Limited Remand (.1); conference with L Wolff (.2) | 0.150 265.00/hr | 39.75 |
| | LJW | Telephone call with W Smith (.1); email to Clerk (.1); preparation of Stipulation to Extend Time to file Brief (.2) | 0.100 265.00/hr | 26.50 |
| 4/16/2021 | LJW | Preparation of Stipulation (.2); telephone call to Clerk (.1); telephone call to opposing counsel (.1); preparation of Reply to Brief section on Deference to Judge's Opinion (1.9) | 0.575 265.00/hr | 152.38 |
| | WJS | Review Notices from Supreme Court (.1); emails to and from L Wolff regarding Stipulation for Extension (.1) | 0.050 265.00/hr | 13.25 |
| 4/19/2021 | LJW | Preparation of Reply Brief on Deference to Judge's Opinion (5.5) | 1.375 265.00/hr | 364.38 |
| 4/20/2021 | LJW | Preparation of Reply to Brief on Jurisdictional Basis for Review (5.5) | 1.375 265.00/hr | 364.38 |
| 4/21/2021 | LJW | Preparation of Reply to Brief on Deference and Discretion (2.1) | 0.525 265.00/hr | 139.13 |
| 4/22/2021 | LJW | Preparation of Reply to Brief (2.2); revisions to Fact Section (1.2); Research Case Law (.8) | 1.050 265.00/hr | 278.25 |
| 4/23/2021 | LJW | Preparation of Reply to Jurisdiction Issue (1.9); preparation of Issue Statement (1) | 0.725 265.00/hr | 192.13 |
| 4/24/2021 | LJW | Preparation of Cites to Fact Section (3.2) | 0.800 265.00/hr | 212.00 |
| 4/26/2021 | LJW | Preparation of Cites to Fact Section (1); preparation of Law of Case and Exceptions Argument (2.4) | 0.850 265.00/hr | 225.25 |
| 4/27/2021 | LJW | Preparation of Law of the Case and Exceptions Argument (2.8); telephone with W Smith (.5) | 0.825 265.00/hr | 218.63 |
| | WJS | Conference with L Wolff regarding revisions and analysis (.5) | 0.125 265.00/hr | 33.13 |
| 4/29/2021 | WJS | Conference with L Wolff regarding Briefing Schedule on Contempt Appeal (.1) | 0.025 265.00/hr | 6.63 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|--|--------------------|---------------|
| 4/29/2021 | LJW | Telephone conference with W Smith (.1); preparation of Reply to Appellate Brief (4.3) | 1.100 265.00/hr | 291.50 |
| 4/30/2021 | LJW | Preparation of Reply to Appellate Brief regarding Unambiguous Terms (4.7) | 1.175 265.00/hr | 311.38 |
| | KBC | Review Order regarding Responsive Appeal Brief (.15) | 0.038 265.00/hr | 9.94 |
| 5/3/2021 | WJS | Telephone call from L Wolff regarding Citations (.2); Research Respondent's Brief in Contempt Appeal (.5); telephone call to L Wolff (.1) | 0.200 265.00/hr | 53.00 |
| | LJW | Telephone call with W Smith (.2); review all Cited Cases in Brief by Lytle Trust (4.8) | 1.250 265.00/hr | 331.25 |
| 5/4/2021 | LJW | Preparation of final draft of Reply Brief (6.3) | 1.575 265.00/hr | 417.38 |
| 5/5/2021 | LJW | Preparation of final draft of Reply Brief (4.7) | 1.175 265.00/hr | 311.38 |
| | WJS | Email from L Wolff regarding draft Brief (.1); review and revise Cover Page, Jurisdictional Statement and Statement of Issues (1.2); Research (.6) | 0.475 265.00/hr | 125.88 |
| 5/6/2021 | WJS | Review and revise Respondent's Brief for Contempt Appeal (Statement of Case, Statement of Facts, Summary of Argument, Standard of Review) (3.2); review Appendix (.6); Research (.6) | 1.100 265.00/hr | 291.50 |
| 5/7/2021 | WJS | Research, draft and revise Statement of Jurisdiction and Arguments for Respondents' Brief (8.1) | 2.025 265.00/hr | 536.63 |
| 5/10/2021 | WJS | Review and revise Respondent's Brief (2.3) | 0.575 265.00/hr | 152.38 |
| 5/11/2021 | LJW | Research Appellate Brief (.5) | 0.125 265.00/hr | 33.13 |
| | WJS | Review and revise Respondents' Brief (5.4); Research (4.2) | 2.400 265.00/hr | 636.00 |
| 5/12/2021 | WJS | Emails to and from L Wolff and Clerk (.2); revise Statement of Case and Summary of Argument (1.2); review Citations (.8); preparation of Table of Authorities and Table of Contents (2.4); preparation of Certificate of Compliance (.2); review and revise Respondent's Brief (.6); telephone calls to and from D Martin regarding Brief (.2) | 1.400 265.00/hr | 371.00 |
| | LJW | Research Appellate Brief (2.2) | 0.550 265.00/hr | 145.75 |
| | DEM | Telephone call from W Smith (.2); revise Appeal Brief (2.2) | 0.600 265.00/hr | 159.00 |

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| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|---|--------------------|---------------|
| 5/13/2021 | WJS | Conferences with D Martin regarding Brief and Appeal Arguments (.3); review redline and incorporate changes (1.2); preparation of and revise Answering Brief (1.6); review and insert Keycite Citations (.6); revise Table of Authorities and Table of Contents (.4); email to L Wolff regarding review of Brief (.1) | 1.050 265.00/hr | 278.25 |
| | DEM | Research (.3); review Lytle Trust's Opening Brief (.4); revise Appeal Brief (1.9); conference with W Smith (.3) | 0.725 265.00/hr | 192.13 |
| 5/14/2021 | WJS | Email from L Wolff regarding review of Answering Brief (.2); review and revise Answering Brief (1); preparation for filing (.1) | 0.325 265.00/hr | 86.13 |
| | LJW | Review and revisions to final Brief in Contempt Appeal (1.4); emails to and from W Smith (.6) | 0.500 265.00/hr | 132.50 |
| 5/28/2021 | WJS | Review Notice from Court (.1); review Dismar's Answering Brief (.4); email from L Wolff (.1) | 0.150 265.00/hr | 39.75 |
| | LJW | Review Brief from Dismar's Counsel (.4); email to W Smith (.1) | 0.125 265.00/hr | 33.13 |
| 6/4/2021 | WJS | Review Notices from Court and review Amended Notice of Appeal and Amended Case Appeal Statement (.4) | 0.100 265.00/hr | 26.50 |
| 6/28/2021 | WJS | Emails to and from J Henroid regarding Extension of Reply Brief (.1) | 0.025 265.00/hr | 6.63 |
| 7/29/2021 | WJS | Review Notice from Supreme Court, review Motion for Extension of Reply Brief filed by Lytle Trust (.2) | 0.050 265.00/hr | 13.25 |
| 8/9/2021 | WJS | Review Notice from Supreme Court regarding Extension Order and review Order (.1) | 0.025 265.00/hr | 6.63 |
| 8/30/2021 | WJS | Review Notice from Supreme Court regarding Motion for Extension and review Motion (.2) | 0.050 265.00/hr | 13.25 |
| 9/13/2021 | WJS | Review Lytle's Reply Brief in Support of Contempt Appeal (.4) | 0.100 265.00/hr | 26.50 |
| 2/18/2022 | WJS | Review Notice from Supreme Court and review Order of Dismissal (.5); emails to and from L Wolff and K Christensen (.1); review Case Strategy, NRCP, NRS and NRAP (.6); email to K Christensen regarding Recovery of Fees (.1); review Fee Statement and Summary (.2) | 0.375 265.00/hr | 99.38 |
| | LJW | Review Order from Court and emails to and from W Smith (.1) | 0.025 265.00/hr | 6.63 |
| 2/21/2022 | LJW | E-mails to and from W Smith (.1) | 0.025 265.00/hr | 6.63 |
| 2/25/2022 | WJS | Conference with L Wolff regarding potential Motion for Fees and Costs (.2); email to Clients regarding Order Dismissing Appeal, Fees and Costs (.1) | 0.075 265.00/hr | 19.88 |

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|-----------|-----|--|--------------------|---------------|
| 3/1/2022 | WJS | Review Fee Statements for Contempt Appeal (.8); prepare notes on revisions for fees Motion (.6); email to Clerk regarding preparation for Statements for Contempt Appeal Fees (.1) | 0.375 265.00/hr | 99.38 |
| | LJW | Review and mark Billings regarding Contempt Appeal Fees (2.5); emails to and from W Smith regarding Fees (.3) | 0.700 265.00/hr | 185.50 |
| 3/2/2022 | LJW | Preparation of Attorney's Fees Motion for Contempt Appeal (1.5); Research Contempt Statutes/Rules and Fees (1.4) | 0.725 265.00/hr | 192.13 |
| | WJS | Telephone calls to and from C Wang regarding Supreme Court Dismissal, impact on District Court Case and Litigation Strategy (.7) | 0.175 265.00/hr | 46.38 |
| 3/3/2022 | LJW | Preparation of Introduction for Attorney's Fees Motion for Contempt Appeal (.5); Research Contempt and Fees (.5) | 0.250 265.00/hr | 66.25 |
| 3/4/2022 | LJW | Preparation of Points and Authorities for Attorney's Fees Motion for Contempt Appeal (1.0); Research Contempt and Fees (.4) | 0.350 265.00/hr | 92.75 |
| 3/7/2022 | LJW | Continued Preparation of Points and Authorities for Attorney's Fees Motion for Contempt Appeal (3.1) | 0.775 265.00/hr | 205.38 |
| 3/8/2022 | LJW | Preparation of Statement of Facts for Attorney's Fees Motion for Contempt Appeal (1.4) | 0.350 265.00/hr | 92.75 |
| | WJS | Email from L Wolff regarding Motion for Fees (.1) | 0.025 265.00/hr | 6.63 |
| 3/9/2022 | LJW | E-mails to and from Clerk regarding Billings for Motion for Contempt Appeal (.2) | 0.050 265.00/hr | 13.25 |
| | WJS | Review Motion and Declaration drafts and preparation of redline revisions (2.5); email to L Wolff (.2) | 0.675 265.00/hr | 178.88 |
| 3/10/2022 | WJS | Email from L Wolff (.1); review Fees and Statement (.2); review and revise Motion for Fees and Declaration (.8); email to L Wolff (.1) | 0.300 265.00/hr | 79.50 |
| | LJW | Review and select Exhibits for Motion for Fees (1.3); revise Motion after W Smith review and prepare and revise Declaration (1.3) | 0.650 265.00/hr | 172.25 |
| 3/11/2022 | LJW | Final revisions to Fees Motion, Declaration and Exhibits (.8) | 0.200 265.00/hr | 53.00 |
| | WJS | Emails from L Wolff (.1); review final Motion and Declaration (.1) | 0.050 265.00/hr | 13.25 |
| 3/14/2022 | LJW | Review Court Order regarding Hearing on Fees Motion (.1) | 0.025 265.00/hr | 6.63 |
| | WJS | Review Motion for Fees and Hearing Notice and file notes (.1) | 0.025 265.00/hr | 6.63 |
| 3/22/2022 | WJS | Review Notice from Supreme Court and review Remittitur (.1) | 0.025 265.00/hr | 6.63 |

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|-----------|-----|--|--------------------|---------------|
| 3/22/2022 | LJW | Telephone call with W Smith regarding Hearing on Fees Motion (.1) | 0.025 265.00/hr | 6.63 |
| 3/28/2022 | LJW | Review Opposition to Motion for Fees (.5); preparation of Reply to Opposition (.2) | 0.175 265.00/hr | 46.38 |
| 3/29/2022 | LJW | Preparation of Reply to Opposition to Fees Motion (2.5) | 0.625 265.00/hr | 165.63 |
| 3/30/2022 | LJW | Preparation of Reply to Opposition (1.0); Research on cases cited by Lytle Trust (2.0); telephone call to W Smith regarding Opposition (.5) | 0.875 265.00/hr | 231.88 |
| | WJS | Conference with L Wolff regarding Lytle Trust Opposition to Fees Motion (.5) | 0.125 265.00/hr | 33.13 |
| 3/31/2022 | LJW | Preparation of Points and Authorities in Reply to Opposition (2.0); Research the term Prevailing Party under Nevada Law (2.3) | 1.075 265.00/hr | 284.88 |
| 4/1/2022 | LJW | Final Preparation of Reply to Opposition (1.0); preparation of Declaration for Reply (1.0); review Exhibits for filing and citing in Reply (1.3) | 0.825 265.00/hr | 218.63 |
| | WJS | Review Reply Brief and preparation of Redline (1.6); emails to and from L Wolff (.2) | 0.450 265.00/hr | 119.25 |
| 4/4/2022 | WJS | Review Notices from Court and review Hearing Notice (.1) | 0.025 265.00/hr | 6.63 |
| 4/5/2022 | WJS | Review Notice from Supreme Court in Fees Appeal and review Lytle Motion to Extend Time (.2) | 0.050 265.00/hr | 13.25 |
| 4/8/2022 | WJS | Review Notice from Court, review Order Granting Extension and file notes (.1) | 0.025 265.00/hr | 6.63 |
| 4/11/2022 | LJW | Preparation of Oral Argument on Motion for Fees (1.9) | 0.475 265.00/hr | 125.88 |
| 4/12/2022 | LJW | Preparation of Oral Argument on Motion for Fees; Appearance at Hearing on Fees Motion (2.0) | 0.500 265.00/hr | 132.50 |
| 4/13/2022 | LJW | E-mails to and from opposing counsel regarding Order and Stipulation (.2); review Order and Stipulation on Fees Motion (.2) | 0.100 265.00/hr | 26.50 |
| 4/14/2022 | LJW | E-mails to and from opposing counsel regarding Order and Stipulation (.2); telephone call to W Smith regarding Hearing and Issues (.4) | 0.100 265.00/hr | 26.50 |
| | WJS | Email from D Waite regarding Settlement Offer (.1); email to K Christensen and L Wolff (.1); conference with K Christensen and review of Settlement Offer (.2) | 0.100 265.00/hr | 26.50 |
| | WJS | Emails to and from L Wolff regarding Stipulation and Order on Fees Motion (.2); telephone call from L Wolff regarding Hearing and Issues (.4) | 0.150 265.00/hr | 39.75 |

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|-----------|-----|---|--------------------|---------------|
| 4/14/2022 | WJS | Review Notices from Supreme Court regarding Writ Petition and review of Writ Petition (.8); review Civil Practice Manual and NRAP 21 (.2); emails to and from C Wang (.1); emails to and from L Wolff (.1) | 0.300 265.00/hr | 79.50 |
| | KBC | Review Fees and Costs Settlement Offer with W Smith (.2); email from Attorney (.05) | 0.063 265.00/hr | 16.56 |
| 4/15/2022 | LJW | Review email from Dan Waite (.1); email to W Smith regarding Settlement Proposal (.2) | 0.075 265.00/hr | 19.88 |
| 4/18/2022 | WJS | Review Notices from District Court regarding Fees Motion (.1) | 0.025 265.00/hr | 6.63 |
| 4/19/2022 | WJS | Review Lytle Settlement Offer (.1); preparation of email to Clients regarding Proposal and Recommendation (1.0); emails to and from and telephone call to L Wolff regarding Settlement (.2); file notes (.6); telephone calls to and from and emails to and from D Waite regarding Settlement Offer and Issues (.4) | 0.600 265.00/hr | 159.00 |
| | LJW | Telephone call and email with W Smith regarding Offer (.2) | 0.050 265.00/hr | 13.25 |
| 4/20/2022 | WJS | Email from D Waite regarding Settlement Offer (.2); review, revise and send email to Clients (.2); telephone calls and emails to Clients (.3); email to D Waite regarding Counteroffer (.3) | 0.250 265.00/hr | 66.25 |
| | WJS | Review Lytle Writ Petition (1.2); review Appeal Brief (.2) | 0.350 265.00/hr | 92.75 |
| 4/22/2022 | WJS | Email from D Waite regarding Counteroffer on Fees Appeal Settlement (.1) | 0.025 265.00/hr | 6.63 |
| 4/25/2022 | WJS | Research (.6); review Counteroffer (.2); emails to and from K Christensen and L Wolff (.2) | 0.225 265.00/hr | 59.63 |
| 4/28/2022 | KBC | Emails to and from Attorneys and Clients regarding Fees Negotiations (.25) | 0.063 265.00/hr | 16.56 |
| | WJS | Email from D Waite regarding Settlement Offer on Fees Appeal (.1); emails to and from K Christensen (.1); email to and from Clients with Recommendation (.3); email to D Waite (.1) | 0.150 265.00/hr | 39.75 |
| 5/2/2022 | WJS | Emails to and from D Waite regarding Settlement Offer (.1) | 0.025 265.00/hr | 6.63 |
| 5/5/2022 | WJS | Review Notices from Supreme Court and review filed Appendix and Motion to Extend Time (.6) | 0.150 265.00/hr | 39.75 |
| 5/6/2022 | WJS | Review Notices from Supreme Court and review Lytle Opening Brief (.5); review Order Granting Extension and Due Date (.1) | 0.150 265.00/hr | 39.75 |
| 5/12/2022 | KBC | Review Pleadings Due Dates and Attorney email and notes regarding Due Dates (.15) | 0.038 265.00/hr | 9.94 |

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|-----------|-----|--|--------------------|---------------|
| 5/12/2022 | WJS | Review Notice from Supreme Court and review Order regarding Real Parties in Interest Answers (.1); email to K Christensen and L Wolff (.1) | 0.050 265.00/hr | 13.25 |
| 5/23/2022 | KBC | Conference with W Smith regarding Receiver Fee Orders and Hearing (.2); review Fees Negotiation emails (.15) | 0.088 265.00/hr | 23.19 |
| | WJS | Preparation of Answer to Writ Petition (1.8); review Order directing Answer (.1); review Petition (1.4); Research (1.2) | 1.125 265.00/hr | 298.13 |
| | WJS | Telephone call from and email to D Waite regarding Settlement of Fees Appeal (.3) | 0.075 265.00/hr | 19.88 |
| 5/24/2022 | WJS | Preparation of Answer to Writ Petition (3.0); Research (3.8) | 1.700 265.00/hr | 450.50 |
| 5/25/2022 | KBC | Conference with W Smith to review Appeal and Settlement Issues (.2); preparation for and conference with Clients (.7); file notes regarding Instructions (.1) | 0.238 265.00/hr | 62.94 |
| | WJS | Email to D Waite regarding Settlement (.1); file notes (.4) | 0.125 265.00/hr | 33.13 |
| | WJS | Preparation of notes for Meeting with Clients (1.0); conference with K Christensen (.2); preparation for Meeting; conference with Client (1.4); Research (.1); conference with K Christensen (.2) | 0.725 265.00/hr | 192.13 |
| 5/26/2022 | WJS | Emails to and from D Waite regarding Settlement of Fees (.1) | 0.025 265.00/hr | 6.63 |
| 5/27/2022 | WJS | Emails to and from D Waite regarding Stipulation (.2) | 0.050 265.00/hr | 13.25 |
| 5/31/2022 | WJS | Email from D Waite regarding Stipulation (.1) | 0.025 265.00/hr | 6.63 |
| 6/1/2022 | WJS | E-mail from D Waite (.05); review draft Stipulation regarding Appeal Bond Release (.3); preparation of Redline (.3); email to D Waite (.05) | 0.175 265.00/hr | 46.38 |
| | WJS | Telephone call from and emails to and from C Wang regarding Response to Writ Petition (.6) | 0.150 265.00/hr | 39.75 |
| 6/2/2022 | WJS | Emails to and from C Wang regarding Appendix revisions (.2); review and revise Answer to Writ Petition (1.4) | 0.400 265.00/hr | 106.00 |
| | WJS | Emails to and from D Waite and review Stipulation regarding Release of Bond Funds (.1); emails to and from J Henriod regarding Joint Motion for Supreme Court (.1) | 0.050 265.00/hr | 13.25 |
| 6/3/2022 | WJS | Preparation of Joint Motion regarding Withdrawal and Stipulation for Extension of Time (.7); emails to and from J Henriod and D Waite (.2); review Joint Motion and approve for filing (.1); review Notice from Supreme Court (.1) | 0.275 265.00/hr | 72.88 |

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|-----------|-----|--|--------------------|---------------|
| 6/7/2022 | WJS | Review and revise Answer to Writ Petition (3.6) | 0.900 265.00/hr | 238.50 |
| 6/8/2022 | WJS | Review and revise Answer to Writ Petition (1.2); preparation of Citations (.8); preparation of Tables of Authority (.4); check NRAP requirements (.2); preparation of Certificates of Compliance (.3); finalize Answer to Writ Petition (.3); emails to and from C Wang regarding coordination and Joinder (.2); email to Clerk regarding filing Instructions (.1) | 0.825 265.00/hr | 218.63 |
| 6/10/2022 | WJS | Review Notices from Court and review Disman Answer (.8) | 0.200 265.00/hr | 53.00 |
| 6/20/2022 | WJS | Review Court Notices regarding Extension and Amended Brief (.2); review Notice of Entry of Order regarding Release of Bond Money (.1); email to Clerk regarding Payment (.1) | 0.100 265.00/hr | 26.50 |
| 6/21/2022 | WJS | Emails to and from Court regarding Payment from Bond (.1) | 0.025 265.00/hr | 6.63 |
| | WJS | Review Notice from Supreme Court regarding Extension for Reply Brief (.1) | 0.025 265.00/hr | 6.63 |
| 6/22/2022 | WJS | Review Notices from Supreme Court and review Appellant's Amended Opening Brief (.6); Research (.8); preparation of Respondents' Answering Brief (1.8) | 0.800 265.00/hr | 212.00 |
| 6/28/2022 | WJS | Review and revise Response Brief on Fees Appeal regarding Contempt Fees (2.8) | 0.700 265.00/hr | 185.50 |
| 6/29/2022 | WJS | Review and revise Response Brief (.7); email to D Martin (.1) | 0.200 265.00/hr | 53.00 |
| 7/5/2022 | DEM | Revise Answering Brief (.8); Research (.3) | 0.275 265.00/hr | 72.88 |
| 7/6/2022 | DEM | Revise Answering Brief (.7); Research (.2); email to W Smith (.1) | 0.225 265.00/hr | 59.63 |
| 7/7/2022 | WJS | Email from D Martin regarding Respondent's Brief (.1); review and revise Respondent's Brief (.16); Research (1.3); email to and telephone call from D Martin (.2) | 0.800 265.00/hr | 212.00 |
| | DEM | Emails from W Smith (.1); revise Appeal Brief (.4); telephone call to W Smith (.2) | 0.175 265.00/hr | 46.38 |
| 7/8/2022 | WJS | Review Notice from Supreme Court and review Lytle's Reply in Support of Writ Petition (.4) | 0.100 265.00/hr | 26.50 |
| 7/12/2022 | DEM | Conference with W Smith (.4) | 0.100 265.00/hr | 26.50 |

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|------------|-----|---|--------------------|---------------|
| 7/19/2022 | WJS | Review and revise Respondent's Brief (.6); preparation for filing (.05); email to Clerk regarding Instruction (.1); review Notice from Supreme Court (.05) | 0.200 265.00/hr | 53.00 |
| 9/6/2022 | WJS | Review Notice from Supreme Court regarding Lytle Reply and review filed Reply (.3) | 0.075 265.00/hr | 19.88 |
| 9/7/2022 | WJS | Review Docket for Case status (.1); review Lytle Trust Reply Brief (.4) | 0.125 265.00/hr | 33.13 |
| 10/6/2022 | WJS | Review Appeal Documents (.1); file notes regarding Hearing and Status Report Requirements (.1) | 0.050 265.00/hr | 13.25 |
| 10/7/2022 | WJS | Review Case files (.3); preparation of Status Report for Judge Williams for Status Check Hearing (1.1) | 0.350 265.00/hr | 92.75 |
| 10/13/2022 | WJS | Preparation for and Appearance at Hearing before Judge T Williams regarding Status Check (1.2) | 0.300 265.00/hr | 79.50 |
| 10/14/2022 | WJS | Review Docket, review Minute Order and file notes regarding Status Check and Hearing Date (.1) | 0.025 265.00/hr | 6.63 |
| 10/21/2022 | WJS | Review Supreme Court Docket regarding Contempt Appeals (.2) | 0.050 265.00/hr | 13.25 |
| 11/10/2022 | WJS | Email from Supreme Court, review Order regarding Consolidation and Oral Argument and file notes regarding Hearing Date (.1); email to Client (.2); emails to and from L Wolff (.2); preparation of notes for Oral Argument before Supreme Court (.5) | 0.250 265.00/hr | 66.25 |
| | KBC | Review Hearing Order and Attorney email and note Appeal Hearing before NV Supreme Court (.1) | 0.025 265.00/hr | 6.63 |
| 11/23/2022 | WJS | Review Notice from Supreme Court regarding Oral Argument and review Notice of Judges Panel (.1); review Judges Information (.3) | 0.100 265.00/hr | 26.50 |
| 11/25/2022 | WJS | Review and preparation of notes for Oral Argument before Supreme Court (.8) | 0.200 265.00/hr | 53.00 |
| 11/28/2022 | WJS | Conference with D Martin regarding Supreme Court Hearing, Issues and preparation for Hearing (.5); review files (.4); email to Clerks regarding preparation of documents for Hearing (.1); file notes regarding Oral Argument (.2) | 0.300 265.00/hr | 79.50 |
| 11/29/2022 | WJS | Telephone calls to and from Supreme Court regarding Hearing and time allotment (.2); emails to and from and telephone call from C Wang regarding Hearing, preparation and discussion of Argument Points (1.3); review Supreme Court Summary of Case for Hearing (.2); file notes (.6); emails to and from D Martin (.1) | 0.600 265.00/hr | 159.00 |
| | DEM | Review Nevada Supreme Court Notice regarding Oral Argument (.1); review file (.1); review Lytle Trust Arguments in support of Petition for Writ of Mandate or Prohibition (.5) | 0.175 265.00/hr | 46.38 |

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| 11/30/2022 | DEM | Conference with W Smith (.4) | 0.100 265.00/hr | 26.50 |
| | WJS | Review Notice from Supreme Court (.1); review NRAP and Supreme Court Rules regarding Oral Argument (.4); preparation of Notice of Appearance for Oral Argument (.3); emails to and from C Wang (.2); review Case files (2.7); preparation of Oral Argument and notes (1.2); preparation for Oral Argument and practice (.5); revise Oral Argument Outline (.3); telephone call from D Martin (.4) | 1.525 265.00/hr | 404.13 |
| 12/1/2022 | WJS | Review and revise Oral Argument, practice Argument (1.2); review District Court Appendix (Proceeding Records approx. 1800 pages) (3.4); revise and prepare for Oral Argument (1.5) | 1.525 265.00/hr | 404.13 |
| 12/3/2022 | WJS | Review and mark Appendix and prepare for Oral Argument (1.7) | 0.425 265.00/hr | 112.63 |
| 12/5/2022 | WJS | Review and mark Appendix for Oral Argument (3.2); practice Oral Argument (.4); review and revise Outline (.9); prepare notes and Record Summaries (2.7); preparation for Oral Argument and further revise Outline (.5) | 1.925 265.00/hr | 510.13 |
| 12/6/2022 | WJS | Preparation for Oral Argument (.5); review Case Briefing (2.0); preparation of Answers to anticipated Questions (.6); revise notes and Outline; practice Oral Argument (.8); prepare for Hearing (.6); Appearance at Nevada Supreme Court Hearing, present Oral Argument (1.7); conference with Clients regarding Hearing (.2); conference with C Wang (.7); conference with K Christensen (.3) | 1.850 265.00/hr | 490.25 |
| 12/13/2022 | WJS | Conference with Attorneys regarding Oral Argument and Case Status (.2) | 0.050 265.00/hr | 13.25 |
| 12/29/2022 | WJS | Review Notice from Supreme Court (.1); review filed Order Denying Writ and Affirming Fees Appeal (.2); emails to and from Clients (.1) | 0.100 265.00/hr | 26.50 |
| 1/3/2023 | WJS | Emails to and from D Waite (.1); review Supreme Court Order (.8); review NRAP and NRCP regarding Costs and Fee Motions and Procedural Matters (.6); file notes regarding Case Strategy | 0.600 265.00/hr | 159.00 |
| 1/4/2023 | LJW | Review notes from W Smith regarding Appeal and Attorney's Fees (.4); Research Costs and Fees (.6) | 0.250 265.00/hr | 66.25 |
| | WJS | Review and revise notes (.6); emails to and from L Wolff regarding Research (.3); telephone call from C Wang regarding Orders and Case (1.2) | 0.525 265.00/hr | 139.13 |
| 1/5/2023 | LJW | Research Costs and Fees and Motion for Fees in Supreme Court (2.7); telephone call to W Smith regarding NRAP Requirements for Bill of Costs and possible Fees Motion (.5) | 0.800 265.00/hr | 212.00 |
| | WJS | Telephone call to L Wolff regarding NRAP Requirements for Bill of Costs and possible Fee Motion (.5) | 0.125 265.00/hr | 33.13 |

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| 1/6/2023 | LJW | Research Costs and Fees and Motion for Fees in Supreme Court (1.0); preparation of Memo regarding Motions for Filing Fees in Supreme Court (2.0); Research Court's Website for filed documents (.8) | 0.950 265.00/hr | 251.75 |
| | WJS | Email from L Wolff (.05); review Caselaw Memo regarding Fees Motion for Appeal Fees (.3); email to L Wolff (.05) | 0.100 265.00/hr | 26.50 |
| 1/10/2023 | WJS | Review Musso Case regarding Appeal Fees (.2); preparation of Case notes for potential Fees Motion (.1) | 0.075 265.00/hr | 19.88 |
| 1/11/2023 | WJS | Telephone call to D Waite regarding Settlement of Fees and Williams Matter (.3) | 0.075 265.00/hr | 19.88 |
| 1/17/2023 | WJS | Review Fees Summaries and Billings (.4); email to D Waite regarding possible Settlement of Fees (.5) | 0.225 265.00/hr | 59.63 |
| 1/19/2023 | WJS | Email from D Waite (.1); analysis of Offer and email to Clients regarding Fee Settlement Issues (.9); emails to and from Client regarding Meeting (.1); revise email regarding Lytle Settlement Offer (.1); email to Clients (.1) | 0.325 265.00/hr | 86.13 |
| 1/20/2023 | WJS | Conference with Clients regarding Fees on Appeal and possible Settlement (.6); email to D Waite regarding Counteroffer (.3) | 0.225 265.00/hr | 59.63 |
| | KBC | Review Nevada Supreme Court Decision and conference with W Smith regarding pending Issues (.4) | 0.100 265.00/hr | 26.50 |
| 1/23/2023 | WJS | Email from D Waite regarding Settlement Discussion (.1) | 0.025 265.00/hr | 6.63 |
| 1/25/2023 | WJS | Emails to and from D Waite regarding Settlement and Reconsideration/Clarification of Supreme Court Order by Lytle (.2); review NRAP regarding En Banc Reconsideration (.2); conference with D Martin and E James (.1) | 0.125 265.00/hr | 33.13 |
| 1/31/2023 | WJS | Review Notice from Supreme Court and review Motion for Rehearing filed by Lytle Trust (.5); review NRAP 40 regarding Motion for Rehearing (.2) | 0.175 265.00/hr | 46.38 |
| 2/1/2023 | WJS | Review Motion for Rehearing (.8); telephone call from C Wang regarding Motion and Case status (.5); email to Clients (.5) | 0.450 265.00/hr | 119.25 |
| 2/8/2023 | WJS | Review Judge Williams' Docket Hearing information (.05); preparation of Status Report for Status Check Hearing (.6); email to Clerk regarding filing and delivery Instructions (.05) | 0.175 265.00/hr | 46.38 |
| 2/9/2023 | WJS | Review Status Report and preparation for Hearing (.15); Appearance at Hearing (.3); file notes regarding new Hearing Date (.05) | 0.125 265.00/hr | 33.13 |
| 2/13/2023 | WJS | Review Notice from Supreme Court and review Order Denying Petition for Rehearing (.1); review NRAP (.1); emails to and from C Wang (.1); conference with D Martin (.1) | 0.100 265.00/hr | 26.50 |

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|-----------|---------|---|--------------------|---------------|
| 2/24/2023 | WJS | Review Notice from Court regarding Extension of Time to File Petition for Re-Hearing En Banc (.1); emails to and from C Wang (.1); emails to and from and telephone call from L Wolff (.1) | 0.075 265.00/hr | 19.88 |
| 3/13/2023 | WJS | Review Notice from Nevada Supreme Court and review Lytle's Petition for Rehearing En Banc (.5); emails to and from L Wolff (.1) | 0.150 265.00/hr | 39.75 |
| 3/14/2023 | LJW | Review Brief filed by Rosemere regarding En Banc Review (.8); review Appellate Rules regarding En Banc (.2); email to W Smith (.1) | 0.275 265.00/hr | 72.88 |
| 3/27/2023 | LJW | Review Order from Supreme Court regarding En Banc Decision (.1) | 0.025 265.00/hr | 6.63 |
| | WJS | Review Notice from Supreme Court and review Order Denying Petition for EBR (.1); email to Clients (.1) | 0.050 265.00/hr | 13.25 |
| 4/24/2023 | WJS | Review Notices from Supreme Court regarding Remittitur (.1) review Statutes (.2); file notes regarding Fees Motion (.6); emails to and from and conference with Clerk regarding Fees Statement (.2); review Fees Statement for March 2022-March 2023 (1.6); email to L Wolff regarding Motion for Fees for Judge Williams (.1) | 0.700 265.00/hr | 185.50 |
| 4/25/2023 | WJS | File notes regarding Case Status and possible Fees Motion related to Appeals (.8) | 0.200 265.00/hr | 53.00 |
| 4/26/2023 | WJS | Conference with D Martin regarding Fees Claim (.1); preparation for Meeting with Clients (.4); conference with K Christensen regarding potential Motion for Fees (.1); calendar Clients regarding Fee Motion for Department 16 before Judge Williams; file notes (.3) File notes regarding Case Status and possible Fees Motion related to Appeals (.8) | 0.225 265.00/hr | 59.63 |
| 4/27/2023 | WJS | Conference with L Wolff regarding Clients Instructions on Motion for Fees (.1); emails to and from C Wang regarding Remittitur (.1); review Supreme Court Certificate of Judgment (.2); emails to and from L Wolff regarding Deadlines and Court Rules (.2); conference with L Wolff regarding Boll of Costs (.2) | 0.200 265.00/hr | 53.00 |
| 4/28/2023 | LJW | Preparation of Memorandum of Costs and Exhibits | 0.675 265.00/hr | 178.88 |
| | WJS | Review and revise Memorandum of Costs (.1); emails to and from L Wolff (.1) | 0.050 265.00/hr | 13.25 |
| | | For professional services rendered | 95.170 | \$25,020.64 |
| | | Additional Charges : | | |
| 7/31/2020 | WestLaw | Research | | 9.21 |
| 8/31/2020 | WestLaw | Research | | 21.05 |

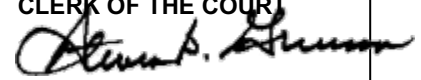
Raynaldo G. Evelyn A. Sandoval Jt Living & Devolution Trust

Page 17

| | <u>Amount</u> |
|---|----------------------------------|
| 9/30/2020 WestLaw Research | 65.48 |
| 11/30/2020 WestLaw Research | 31.67 |
| 12/31/2020 WestLaw Research December 2020 | 45.83 |
| 1/31/2021 WestLaw Research | 22.67 |
| 2/28/2021 WestLaw Research | 35.26 |
| 3/31/2021 WestLaw Research March 2021 | 62.47 |
| 4/30/2021 WestLaw Research | 138.33 |
| 6/1/2021 WestLaw Research May 2021 | 280.78 |
| 3/11/2022 District Court Filing Fee - Motion for Attorney Fees and Costs | 0.88 |
| 3/31/2022 District Court Filing Fee - Memorandum | 0.88 |
| Lexis-Nexis Research Fee | 13.84 |
| 4/1/2022 District Court Filing Fee - Reply to Defendants Opposition to Motion for Attorney's Fees and Costs Related to Appeal of Contempt Order | 0.88 |
| 4/30/2022 Lexis-Nexis Research Fee | 0.11 |
| 6/30/2022 Lexis-Nexis Research Fee | 8.00 |
| Lexis-Nexis Research Fee | 4.13 |
| 8/31/2022 Lexis-Nexis Research Fee July-August 2022 | 7.15 |
| 11/30/2022 Copy Fee (3876) | 193.80 |
| Lexis-Nexis Research Fee | 4.28 |
| 1/31/2023 Lexis-Nexis Research Fee | 14.07 |
| 2/8/2023 District Court Filing Fee - Status Report | 0.88 |
| 2/10/2023 Document Prep and Courtesy Copy of Plaintiffs' Status Report to Department 16 | 9.08 |
| Total costs | <u>\$970.73</u> |
| For professional services rendered | <u>95.170</u> <u>\$25,991.37</u> |

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Allen Lytle as Trustees of the Lytle Trust*

DISTRICT COURT

CLARK COUNTY, NEVADA

MARJORIE B. BOULDEN, TRUSTEE OF
THE MARJORIE B. BOULDEN TRUST, et
al.,

Plaintiff,

v.

TRUDI LEE LYTLE, et al.,

Defendants,

SEPTEMBER TRUST, DATED MARCH 23,
1972, et al.,

Plaintiffs,

v.

TRUDI LEE LYTLE AND JOHN ALLEN
LYTLE, AS TRUSTEES OF THE LYTLE
TRUST, et al.,

Defendants.

AND ALL RELATED MATTERS

Case No.: A-16-747800-C
Dept. No.: 16

Consolidated:

Case No.: A-17-765372-C
Dept. No.: 16

**DEFENDANTS' OPPOSITION TO
ROBERT Z. DISMAN AND YVONNE A.
DISMAN'S MOTION FOR
ATTORNEY'S FEES**

DATE OF HEARING: July 13, 2023

TIME OF HEARING: 9:05 A.M.

I.

LEGAL ARGUMENTS**A. THE DISMANS WERE ALLOWED TO PARTICIPATE IN THE APPEAL BUT DID NOT PREVAIL ON ANYTHING**

This Court entered two injunction orders against the Lytle Trust that were similar.

The first was entered in Case A-16-747800-C (the “Original Case”) on July 25, 2017 (the “July 2017 Order”). (See Mtn. at Ex. E). That order was granted in favor of Marjorie Boulden and Linda Lamothe, who then owned property in Rosemere Estates. The Dismans purchased the Boulden property approximately 10 days *after* the July 2017 Order was entered in favor of Lamothe/Boulden.

The second was entered in the consolidated Case A-17-765372-C (the “Consolidated Case”) on May 24, 2018 (the “May 2018 Order”). (See Mtn. at Ex. K). That order was granted in favor of the September Trust, Zobrist Trust, Sandoval Trust, and Mr./Mrs. Gegen.

Important to this analysis is to remember that “[a]n order consolidating actions does not necessarily . . . render the litigants parties to each other’s suits.” *Randall v. Salvation Army*, 100 Nev. 466, 470, 686 P.2d 241, 243-44 (1984). Indeed, as the United States Supreme Court declared: “[C]onsolidation is permitted as a matter of convenience and economy in administration, but **does not merge the suits into a single cause**, or change the rights of the parties, **or make those who are parties in one suit parties in another.**” *Johnson v. Manhattan Ry. Co.*, 289 U.S. 479, 496-97 (1933); *see also, Mikulich v. Carner*, 68 Nev. 161, 169-70, 228 P.2d 257, 261 (1951) (emphasis added) (citing *Johnson v. Manhattan Ry. Co.* with approval and noting that consolidation did “not hav[e] the effect of merging the several causes into a single cause.”).

In other words, the Dismans, who are each a party in the Original Case, are not now and never have been a party in the Consolidated Case. Such is relevant to a resolution of the Dismans’ pending Motion for Attorney’s Fees for at least two reasons. First, although this Court’s May 2018 Order in the Consolidated Case was similar to the July 2017 Order entered in the Original Case, the May 2018 Order was in a different case and did not involve the Dismans.

1 If any order affected the Dismans, it was the July 2017 Order in the Original Case,¹ not the May
2 2018 Order in the Consolidated Case. Second, the Lytle Trust was never found to be in contempt
3 of the July 2017 Order.

4 More specifically, this Court's August 11, 2020, Order found that "the Lytle Trust
5 violated the May 2018 Order." (Order (8/11/20) at 4:19). Similarly, this Court's April 30, 2021,
6 Order repeated that "the Lytle Trust violated the May 2018 Order." (Order (4/30/21) at 4:19).
7 Note, these orders did not find that the Lytle Trust violated the July 2017 Order in the Original
8 Case. Quite the opposite, this Court's July 15, 2020, Order specifically acknowledged (albeit
9 while inadvertently referring to the July 2017 Order as the April 2017 Order): **"Th[is] Court did**
10 **not hold the Lytle Trust in contempt for violating the April 2017 Order and does not**
11 **expand its Contempt Order to include the April 2017 Order by entering this Order."** (Order
12 (7/15/20) at 6:19-20, emphasis added).

13 In short, while the Dismans were allowed to participate in the appeal (and writ petition)
14 regarding this Court's contempt order associated with the May 2018 Order in the Consolidated
15 Case, the Dismans were not a party to that case.² They never intervened to become a party in the
16 Consolidated Case. The Dismans' role in the Consolidated Case was akin to an *amicus curiae*.
17 However, "[a]n organization or group that files an amicus brief on the winning side is not entitled
18 to attorney's fees and expenses as a prevailing party, because it is not a party." *Glassroth v.*
19 *Moore*, 347 F.3d 916, 919 (11th Cir. 2003); *accord, Carson v. Dept. of Energy*, 64 Fed. Appx.
20 234, 239 (Fed. Cir. 2003) ("because an amicus curiae is expressly not a party . . . , Carson is not
21 entitled to recover those legal costs An amicus curiae is a friend of the court It is not a
22 prevailing party."); *Miller-Wohl Co. v. Commissioner of Labor & Industry*, 694 F.2d 203, 205
23 (9th Cir. 1982) ("Admirably fulfilling the role of amicus does not . . . entitle them to

24 ¹ But, it must be remembered that the July 2017 Order was entered before the Dismans
25 purchased Boulden's property and the July 2017 Order expressly referenced Lamothe and
Boulden, not the Dismans.

26 ² The Settlement Agreement between the Dismans and the Lytle Trust (Mtn. at Ex. O, at
27 Appx. p. 186) recites that the Dismans bought the property from Boulden, and then confirms that
28 "[t]he Dismans were thereafter added as a party to Case 747800 [i.e., the Original Case]," but
says nothing about them becoming a party to the Consolidated Case. The Settlement Agreement
does not recite that the Dismans became a party to the Consolidated Case because they never did
become a party to that case.

1 compensation.”); 3B C.J.S., COMPENSATION OF AMICUS CURIAE § 6 (May 2023 update) (“An
2 amicus curiae is not entitled to an award of attorney’s fees from the unsuccessful plaintiff since
3 even extensive participation does not make an amicus party to the litigation.”).

4 Although the Dismans were allowed to participate, they have never been a party to the
5 Consolidated Case where the May 2018 Order was entered (and appealed). Therefore, the
6 Dismans are not a prevailing party even if their interests were aligned with the plaintiffs in the
7 Consolidated Case whom they supported.

8 The foregoing is fatal to the Dismans’ motion for fees, which must be denied.

9 Finally, even if, *arguendo*, the Dismans were considered a party to the Consolidated Case
10 or otherwise eligible for a fee award, they still would not be entitled to an award under Section 25
11 of the CC&Rs for all the same reasons set forth in detail in the Lytle Trust’s Opposition to
12 Plaintiff’s Motion for Attorney’s Fees at Section II(A), filed contemporaneously herewith, and
13 which arguments are incorporated herein by this reference. *See also* Section I(C), *infra*.

14 **B. THE DISMANS SETTLED WITH AND “WIPE THE SLATE CLEAN” WITH**
15 **THE LYTLE TRUST**

16 The Dismans participated in the original contempt proceeding even though it involved
17 only the May 2018 Order in the Consolidated Case and not the July 2017 Order in the Original
18 Case, which is the order that (*arguendo*) affected them. The Court awarded the Dismans \$500
19 and they filed a motion seeking an additional \$7,920.00 in attorney’s fees. Rather than spending
20 a disproportionate amount fighting the Dismans, the Lytle Trust settled with them for a total of
21 \$5,000, which included the \$500 award. (*See* Settlement Agreement, attached to Mtn. as Ex. O).

22 In the words of the Settlement Agreement, the \$5,000 payment from the Lytle Trust was
23 to “amicably settle the Fee Motion [where the Dismans sought \$7,920.00], the \$500 penalty
24 awarded to the Dismans, **and to otherwise wipe the slate clean** of any fees, costs, or penalty the
25 Lytle Trust could possibly owe the Dismans as of the date of this Settlement Agreement.” (*Id.*).
26 Even though the Settlement Agreement did not affect the Dismans’ fees after July 6, 2020, the
27 point here is that they completely settled the contempt matter with the Lytle Trust. Not only were
28 the Dismans not a party in the Consolidated Case, which gave rise to the May 2018 Order, but

1 they were made whole by settling with the Lytle Trust and accepting its \$5,000 payment. Thus,
 2 any fees the Dismans incurred after settling with the Lytle Trust were incurred voluntarily
 3 without any direct stake in the outcome of the Lytle Trust's appeal from the contempt order
 4 regarding the May 2018 Order.

5 In short, if the Dismans, after settling with the Lytle Trust, wanted to pay their attorney to
 6 support the Plaintiffs in the Consolidated Case in their defense of the Lytle Trust's writ petition
 7 regarding the May 2018 Order, they were free to do so. However, it would be inequitable to
 8 assess any of those fees against the Lytle Trust. Indeed, it defies reason and fairness for the
 9 Dismans, who incurred "only" \$7,920.00 regarding the actual contempt proceedings, to have
 10 incurred \$27,196.00 in the appeal from such and seek to shift those fees to the Lytle Trust after
 11 the Lytle Trust settled their contempt liability with the Dismans. To be clear, the Lytle Trust is
 12 NOT saying the Settlement Agreement precludes any post-settlement fees; rather, the Dismans
 13 fees were not reasonably or necessarily incurred, and it would be unreasonable to award them any
 14 fees after they "wiped the slate clean" with the Lytle Trust.

15 **C. THE LYTLE TRUST IS NOT A "LOSING PARTY" VIS-À-VIS THE DISMANS**

16 The Dismans first seek fees under the CC&Rs Section 25. That Section is no help to the
 17 Dismans for two reasons.

18 First, Section 25 allows an award of fees against "the losing party," which implies the
 19 award of fees is in favor of the winning or prevailing party. However, as noted above, the
 20 Dismans have never been a party in the Consolidated Case, where the May 2018 Order was
 21 entered, and thus the Lytle Trust is not a "losing party" as it relates to the Dismans.

22 Second, even if the Lytle Trust were considered a "losing party" to the Dismans, the
 23 express language of Section 25 requires that the award of fees "be fixed by the court in such
 24 proceeding." Here, the Dismans seek an award of \$27,196.00 in fees associated with filings in
 25 the Nevada Supreme Court and Judge Kishner's action. Thus, any award of fees under Section
 26 25 must be requested from the Supreme Court and Judge Kishner.

27 ////

28 ////

D. NRS 22.100 IS NOT APPLICABLE HERE GIVEN THE DISMANS' SETTLEMENT WITH THE LYTLE TRUST

The Dismans next seek an award of fees under NRS 22.100, which allows an award of fees “incurred by the party as a result of the contempt.” First, the Lytle Trust was expressly found to have NOT violated the April 2017 Order in the Original Case, which is the only order (arguendo) and only case the Dismans were a party to.

Second, however, whatever fees the Dismans incurred as a result of this Court’s contempt order were resolved when the Lytle Trust settled with and paid \$5,000 to the Dismans. More specifically, the Dismans say they were forced “to incur additional attorney’s fees as a result of the Lytles’ contempt.” (Mtn. at 14:20-22). As noted above, however, the slate was wiped clean between the Dismans and the Lytle Trust with its payment of the settlement funds—i.e., the Dismans were fully compensated for any fees they “incurred . . . as a result of the contempt.” Whether the contempt order was affirmed or reversed, the Dismans/Lytles’ settlement was completed—i.e., the Lytle Trust’s payment was not conditioned on any result of the appeal/writ petition with the parties in the Consolidated Case.

In short, if the Dismans incurred fees associated with the contempt order *after* being compensated by the Lytle Trust and “wip[ing] the slate clean,” the Dismans voluntarily and needlessly incurred those fees.

E. NRS 18.010(2)(b) PROVIDES NO BASIS FOR AN AWARD OF FEES TO THE DISMANS

Lastly, the Dismans suggest they are entitled to an award of their fees pursuant to NRS 18.010(2)(b), which allows an award of fees to the prevailing party when the non-prevailing party pursues a frivolous claim or defense. Again, the fact that the Dismans were never a party, to say nothing of a “prevailing party,” in the Consolidated Case is fatal to their fee request.

Second, although the Supreme Court denied the Lytle Trust’s writ petition, such is not tantamount to a finding that such was, in the words of NRS 18.010(2)(b), “brought or maintained without reasonable ground.” *See Temecula Valley Unified Sch. Dist. v. Housman*, 2020 WL 4355505, at *4 (C.D. Cal. Apr. 24, 2020) (“a court’s ultimate rejection of claims does not mean they were frivolous”); *In re Parental Resps. Concerning D.P.G.*, 472 P.3d 567, 573 (Colo. Ct.

1 App. 2020) (“Although the magistrate, the district court, and we have rejected her argument, that
 2 does not mean it was frivolous.”); *Haley v. Hume*, 448 P.3d 803, 814 (Wash. Ct. App. 2019)
 3 (“That the trial court ultimately rejected that argument does not mean it was frivolous or
 4 baseless.”); *Implicit Networks, Inc. v. F5 Networks, Inc.*, 2013 WL 1915179, at *2 (N.D. Cal.
 5 May 8, 2013) (“That the Court rejected Implicit’s attempts does not mean Implicit’s litigation was
 6 baseless, in bad faith, or constituted litigation misconduct.”).

7 The Dismans contend that “the Lytles maintained the baseless position that they could
 8 accomplish through the receiver action what this Court prohibited them from doing in [its] orders
 9 and the injunctions contained therein.” (Mtn. at 15:18-20). However, the Lytle Trust’s position
 10 was not baseless. Indeed, in the Receivership Action before Judge Kushner, the receiver retained
 11 counsel to advise him regarding the law and his responsibilities. More specifically, the receiver
 12 retained Patricia Lee who at the time was a partner at the law firm of Hutchison Steffen and is
 13 now a Nevada Supreme Court Justice. After the Plaintiffs here in the Consolidated Case
 14 intervened into the Receivership Action and advised Judge Kushner (and the receiver and his
 15 counsel) about this Court’s orders, and accused the Lytles of many nefarious things, the receiver
 16 (through Patricia Lee) nevertheless agreed with the Lytle Trust’s legal positions and filed papers
 17 advocating those same position. (See Receiver’s Mtn for Instructions and Proposed Order (filed
 18 3/16/20 in Case No. A-18-775843-C (the “Receivership Action”)) at 2:19-3:6, a copy of which is
 19 attached hereto, without exhibits, as Ex. A). Indeed, the receiver advised Judge Kushner that “the
 20 Receiver considers the Owners’ arguments untenable,” (*id.* at 4:21), and argued at length why the
 21 proceedings in the Receivership Action did not violate this Court’s Orders. (*Id.* at 5:2-10:2). In
 22 the referenced filing, the receiver concluded by stating, in harmony with the Lytle Trust, that “the
 23 Receiver maintains that the Court properly vested him with authority to impose special
 24 assessments to satisfy the Judgments.” (*Id.* at 10:4-5).

25 In response, the Plaintiffs in this Consolidated Case (who are Intervenors in the
 26 Receivership Action) opposed the receiver’s motion for instructions and filed a countermotion
 27 asking Judge Kushner to completely set aside the order appointing receiver and to dismiss the
 28 Receivership Action. (See Opposition brief (filed 3/26/20 in the Receivership Action), attached

hereto, without exhibits, as Ex. B). Plaintiffs/Intervenors argued such was required because of this Court's Orders. (*Id.*). In reply, the receiver argued (again, consistent with the Lytle Trust's position) that "[e]ach of these positions are untenable" and "wholly unsubstantiated." (*See* Receiver's Reply Brief (filed 4/9/20 in the Receivership Action) at 2:19, 3:12, attached hereto, without exhibits, as Ex. C). Indeed, the receiver vigorously argued (again through his counsel who has now ascended to a seat on the Nevada Supreme Court—i.e., no legal slouch) that "[n]ow that the Receiver has been made aware of, and educated about, the ancillary litigation referenced by the Intervenors [i.e., the proceedings here], **he is more confident now than ever that this Court [i.e., in the Receivership Action] was well within its rights to appoint him as a Receiver and doing so is not at all in conflict with the permanent injunction issued in an unrelated matter [i.e., this Consolidated Case] . . .**" (*Id.* at 3:26-4:1, emphases added). The receiver concluded that "the Receiver maintains that the [Receivership Action] Court properly vested him with authority to impose special assessments to satisfy the [Lytle Trust's] Judgments." (*Id.* at 11:5-6).

Notably, Judge Kishner declined to grant either form of relief the Plaintiffs here (Intervenors there) requested—she neither set aside the order appointing receiver nor did she dismiss the Receivership Action. (*See* Order (filed 5/25/21 in the Receivership Action), attached hereto as Ex. D). Indeed, Judge Kishner recently entered a judgment **in favor of the Lytle Trust**. (*See* Default Judgment (filed 4/12/23 in the Receivership Action), attached hereto as Ex. E).

In short, even though the Supreme Court ultimately disagreed with the Lytle Trust here, the Dismans' suggestion that the Lytle Trust's arguments were frivolous is tantamount to suggesting that a court-appointed (and neutral) receiver, guided by counsel who is now a Supreme Court Justice who independently came to the same conclusions as the Lytle Trust, also advocated frivolous positions.

Further, the Dismans try to show the Lytle Trust's arguments were baseless by relying on this Court's May 22, 2020, Order (*see* Mtn. at Ex. N) suggesting the Lytle Trust violated this Court's Orders when it "[1] initiated an action against the Association that included a prayer for appointment of a receiver, [2] applied for a receiver, and [3] argued that the Association, through

1 the Receiver, could make special assessments on the Plaintiffs' [sic] and other property owners
2 for the purpose of paying the [Lytle Trust's] Judgments" (Mtn. at 15:13-17). However,
3 these contentions are belied by the Supreme Court's Order (12/29/22) in the Consolidated Case
4 here and by Judge Kishner's orders in the Receivership Action.

5 More specifically, Plaintiffs in this Consolidated Case (Intervenors in the Receivership
6 Action) fully advised Judge Kishner of this Court's Orders and vigorously argued numerous ways
7 the Lytle Trust ostensibly violated this Court's May 2018 Order. They accordingly asked Judge
8 Kishner to completely set aside the order appointing receiver and to dismiss the Receivership
9 Action in its entirety. (*See* Ex. C). Judge Kishner did neither. (*See* Order (filed 5/25/21 in the
10 Receivership Action), attached hereto as Ex. D). Such is a tacit rejection of the Dismans'
11 argument that the Lytle Trust violated this Court's orders by (1) filing the Receivership Action
12 that included a prayer for appointment of a receiver, or (2) subsequently applying for a receiver.
13 Indeed, the Supreme Court's Order (12/29/22) in this Consolidated Case expressly held that
14 **"nothing in the plain text of the May 2018 Order prohibited [the Lytle Trust] from seeking**
15 **the appointment of a receiver over the Association."** (*See* Mtn. at Ex. Q, at fn. 4, emphasis
16 added). Thus, to the extent this Court ruled otherwise in its May 22, 2020, Order, such was
17 rejected by the Supreme Court and is law of the case.

18 Significantly, on June 6, 2023, Judge Kishner heard the Intervenors' motion for attorney's
19 fees where they argued there, as the Dismans argue here, that fees should be awarded against the
20 Lytle Trust under NRS 18.010(2)(b) because the Lytle Trust's claims were groundless. Judge
21 Kishner denied the Intervenors' motion for fees on the dual basis that (1) they were not the
22 prevailing party (the Lytle Trust was the prevailing party and therefore Judge Kishner awarded
23 the Lytle Trust fees), and (2) even if Intervenors had satisfied the prevailing party element, **the**
24 **Lytle Trust did not bring or maintain the action frivolously.** (*See* audio/video of June 6,
25 2023, hearing in the Receivership Action (Case No. A-18-775843-C) at approx. 2:23:45-2:25:54,
26 attached hereto as Ex. F). That ruling is fatal to the Dismans' request for fees here under NRS
27 18.010(2)(b).
28

Based on the foregoing, the Dismans' argument under NRS 18.010(2)(b) that the Lytle Trust should be sanctioned \$27,196.00 (in the form of the Dismans' legal fees) for advancing a baseless claim is itself baseless and refuted by recent rulings from both the Supreme Court and Judge Kishner.

F. THE LYTLE TRUST'S RESPONSE TO THE DISMANS' FEE TASKS

Given the foregoing arguments, which are each independently fatal to the Dismans' motion for fees, the Lytle Trust's response to specific fee activity will be brief and simply serves to demonstrate some of the problems associated with such.

1. The Dismans Made No Appearance in the Receivership Action

The Dismans' fee request includes several billing entries associated with the Receivership Action pending before Judge Kishner. (*See* Mtn. at Ex. A, at entries for 10/7/20, 10/26/20, 4/7/21, 9/27/21, 10/20/22, 11/3/22, 4/28/23—note, additional entries may also be implicated but it is impossible to tell due to redactions). The Dismans justify such by claiming they had to “monitor the receiver action to ensure no further violations of this Court's orders.” (Mtn. at 16:14-15). These monitoring efforts amount to \$1,188.00.

First, this is the first notice the Lytle Trust received that the Dismans were monitoring the Receivership Action. The Dismans (neither them nor their counsel) appeared at any hearing in the Receivership Action, they did not intervene into the Receivership Action, they are not on the service list in the Receivership Action, and, to the best of the undersigned's knowledge, they did not dial-in by BlueJeans to any hearing in the Receivership Action. Instead, the Dismans expect the Lytle Trust to pay the \$1,188.00 they incurred to secretly monitor another case. That's not right, fair, or reasonable. If the Dismans had an interest they felt needed to be protected in the Receivership Action, they could and should have intervened into that action, like the Plaintiffs in this Consolidated Case did there.

Second, as set forth in detail above, this Court did not find the Lytle Trust violated the July 2017 Order, the one that regards the Dismans' predecessor in interest (and, perhaps by extension, the Dismans). To the contrary, this Court expressly stated that it “did not hold the Lytle Trust in contempt for violating the [July] 2017 Order.” (Order (7/15/20) at 6:19-20). Thus,

1 it is curious why the Dismans felt the need to monitor another case for compliance there of an
 2 order this Court did not find was violated here. And, notably, the Dismans have not pointed to
 3 anything in the Receivership Action demonstrating their secretive monitoring efforts were
 4 warranted—i.e., they point to no violation of the July 2017 Order in the Receivership Action.

5 Third, the Dismans do not even attempt to suggest their interests were not aligned with the
 6 Intervenors in the Receivership Action, who are the Plaintiffs in this Consolidated Case. Those
 7 parties are represented there by the same counsel who represents them here (Wesley Smith). The
 8 Dismans do not claim their interests were inadequately represented by Mr. Smith's zealous
 9 advocacy in the Receivership Action. In other words, if the Dismans wanted to calm their own
 10 fears and speculation by having their attorney periodically peer into the Receivership Action from
 11 the shadows, they were free to do so but such is no basis to now shift those fees to the Lytle Trust.

12 Fourth, any award here of fees associated with the Judge Kishner Receivership Action
 13 runs afoul of the CC&R's Section 25, which provides (as noted above) that a fee award must be
 14 made "by the court in such proceeding." Thus, if the Dismans want a fee award for covertly
 15 monitoring the Judge Kishner action, they should file their request with Judge Kishner, and the
 16 Lytle Trust will oppose it there.

17 **2. The Dismans' Redactions Make it Impossible to Ascertain Whether the** 18 **Charges are Necessary and Reasonable**

19 The Dismans' billing statements include numerous redactions, presumably based on the
 20 attorney-client privilege. (*See* Mtn. at Ex. A, at entries for 7/9/20, 8/5/20, 9/17/20, 10/26/20,
 21 11/12/20, 12/3/20, 12/14/20, 1/28/21, 1/29/21, 3/1/21, 3/16/21, 4/12/21, 4/13/21, 5/7/21, 5/10/21,
 22 5/26/21, 5/27/21/ 5/28/21, 7/6/21, 8/10/21, 8/13/21, 9/13/21, 9/22/21, 9/24/21, 3/16/22, 3/23/22,
 23 3/24/22, 3/25/22, 4/12/22, 4/29/22, 5/2/22, 5/12/22, 6/3/22, 6/8/22, 6/17/22, 7/7/22, 7/12/22,
 24 7/19/22, 10/24/22, 11/14/22, 11/30/22, 12/1/22, 12/6/22, 12/7/22, 12/8/22, 1/4/23, 1/6/23, 1/9/23,
 25 1/10/23, 1/23/23, 1/25/23, 4/27/23, 5/1/23, 5/2/23, and 5/3/23). With these redactions, "it is
 26 impossible to know whether the redacted fees represent excessive or unnecessary hours expended
 27 in this litigation or relate to work performed on behalf of the client in other matters outside the
 28 scope of this litigation." *ABAB Inc. v. StarNet Insur. Co.*, 2015 WL 4667540, at *4 (W.D. Okla.

Aug. 6, 2015); *see also Lightbourne v. Printroom, Inc.*, 2015 WL 12732457, at *6 (C.D. Cal. Dec. 10, 2015) (“courts have reduced fees where full or partial redactions make it impossible to ascertain the reasonableness of the fee request”).

The tension between protecting attorney-client privileged information (or attorney work product) through redacted billing statements, on the one hand, and the burden of presenting sufficient evidence so the court can satisfy its duty to determine the reasonableness of the requested fees, was discussed at length by Judge Bruce Markell in *In re Las Vegas Monorail Co.*, 458 B.R. 553 (Bankr. D. Nev. 2011):

The duty of an attorney to protect the attorney-client privilege, or to prevent the dissemination of other confidential information, does not override the court’s duty to review fees. When attorneys determine that information should not be provided because of its sensitive nature, they prevent the court from fulfilling its responsibilities In such cases, the court must disallow fees, as it is impossible to determine whether a billing entry is reasonable or necessary when the description is redacted. Put simply, professionals may not properly avoid scrutiny of their fees by redacting the description of the billing entry. . . . [T]he court concludes that when the court’s duty to review conflicts with the attorney-client privilege, the court’s duty to review prevails. To the extent that Jones Vargas and Gordon Silver believed that their only option was to redact the time entries, the fees attributable to these time entries may represent amounts that the court is unable to approve and that Jones Vargas and Gordon Silver may never receive.

458 B.R. at 558-59 (internal quotation marks and citations omitted); *accord, FDIC v. Lowis & Gellen LLP*, 2014 WL 656660, at *7 (N.D. Ill. Feb. 20, 2014) (“Because FDIC has decided to preserve privilege and work-product protection over Katten’s invoices by using redactions, it has also assumed the risk that the court will decline to award the full requested amount of fees on the basis of FDIC’s failure to meet its burden.”).

Here, the Dismans’ counsel’s billing statements include numerous entries along the following lines: “Initial receipt, review and respond to multiple correspondences from claims counsel D. Chien re [REDACTED]. Telephone conference with Ms. Chien re same. Exchange correspondences with Ms. Chien re same. 1.60 [hours]” (*See Mtn. at Ex. A, at entry for 3/16/22*). This is just one of many similar entries and is very similar to the kind of entries the Court found impossible to evaluate in *In re Earl Gaudio & Son, Inc.*, 2018 WL 3388917, at *7 (Bankr. C.D. Ill. July 10, 2018). In that case, the Court noted:

[E]ven the most modest redactions made it impossible for the Court to glean the substance of what was performed and determine whether the work performed was reasonable or necessary. For example, one entry . . . shows 0.8 hours billed . . . for a “[l]engthy call regarding [REDACTED].” This entry, and others like it, are prevalent throughout all of the applications and provides nothing to aid the Court in justifying the charge. . . . [Such leaves] the Court to determine whether entries like “conferred with client team [REDACTED]” and “prepared correspondence to client [REDACTED]” show that the work performed was reasonable and necessary.

Id.

Based on the foregoing, the *In re Earl Gaudio & Son, Inc.* Court disallowed more than \$215,000 in requested fees because “it is the applicant’s burden to show it is entitled to the fees requested, and the Court will not engage in a scavenger hunt to justify the fees on an applicant’s behalf.” *Id.* Here, the Dismans’ time entries that include redactions total \$9,924.00.³ If the Court is inclined to grant any fee award, it must be reduced by this amount since both the Court and the undersigned have been deprived the opportunity to evaluate (Court) and offer argument (the undersigned) regarding whether these charges were reasonable and necessary.

3. The Dismans Seek Fees Associated with an Unrelated Matter

The Dismans’ fee request includes an entry dated 9/24/21 seeking \$666.00 for tasks described as: “Initial receipt, review and respond to correspondence from attorney D. Waite re issue with the Dismans’ dog. Exchange multiple correspondences with Mr. Disman re same. Multiple telephone conferences with Mr. Disman re same and re [REDACTED].”

The referenced incident arose when the Lytles discovered numerous dog droppings on their property. Ultimately, the Lytles discovered that the Dismans’ dog was the perpetrator, and that such occurred with Mr. Disman’s knowledge and consent because the Lytles took pictures of the dog doing his “dirty deed” with Mr. Disman watching the dog. (*See* email exchanges 9/24/21), attached hereto as Ex. G).

Regardless, the \$666 fee associated with this dog defecation issue is outside the scope of this case. It would be absurdly unreasonable to allow the Dismans to recover \$666 from the Lytle

³ Some of these billing entries are included in a block billing and should additionally be considered in light of the arguments set forth in section I(F)(4), *infra*.

Trust when it was the Dismans' dog who defecated on the Lytle Trust's property while Mr. Dismans watched. Any fee award must be reduced by this \$666.00.

4. Based on this Court's Prior Rulings, if the Court Awards Any Fees to the Dismans, the Award Should be Reduced by 15% Due to Counsel's Block Billing

Many of the Dismans' counsel's time entries reflect "block billing," in which the amount of time spent on each discrete task is not identified. Instead, multiple, undifferentiated tasks are lumped together into a single entry or block of billed time. (*See Mtn. at Ex. A, at passim*).

While block billing is a common practice and has some benefits, it "is at odds with the burden of the party seeking attorneys' fees to make a *prima facie* case of reasonableness." *Elderberry of Weber City, LLC v. Living Centers-Southeast, Inc.*, 2014 WL 3900389, at *13 (W.D. Va. 2014). Block billing several tasks makes it "impossible to evaluate their reasonableness." *Role Models America, Inc. v. Brownlee*, 353 F.3d 962, 971 (D.C. Cir. 2004). Thus, "a party block bills at his own peril." *U.S. v. NCH Corp.*, 2010 WL 3703756, at *5 (D. N.J. 2010). Indeed, where block billing is employed, courts will frequently "exclude such entries from the requested fee award." *Virgin Diving, LLC v. M/V Alyeska*, 2018 WL 4766993, at *6 (D.V.I. Feb. 5, 2018), *report and recommendation adopted*, 2018 WL 3956403 (D.V.I. Aug. 17, 2018).

Alternatively, the California State Bar's Mandatory Fee Arbitration Committee has concluded that block billing encourages bill padding and "may increase time by 10%-30%." *See* State Bar of Calif. Comm. on Mandatory Fee Arb., Arb. Advisory 03-01 (2003). Thus, when a court does not eliminate all block-billed time entries, courts generally apply a significant reduction for block-billed hours. *See e.g., Monolithic Power Sys., Inc. v. O2 Micro Intern., Ltd.*, 726 F.3d 1359, 1369 (Fed. Cir. 2013) (75% reduction of block-billed entries).

Here, the applicable billing statements reflect extensive block billing. Indeed, as highlighted in green on the billing statements, attached hereto as Ex. H, the block billing entries amount to \$21,018.00 and must be reduced.

Earlier in this litigation, the Court issued its Order Granting in Part and Denying in Part Plaintiffs' Motion for Attorney's Fees and Costs. (*See* Order (8/11/20)). Associated with that motion for fees, the undersigned made a similar argument regarding block billing and this Court

1 ruled that it “will apply a 15% discount to . . . account for the block billing in the fee statements.”
 2 (*Id.* at 7:1-2). In the interest of consistent rulings, if the Court awards the Dismans any fees (it
 3 shouldn’t), the precedent has been established and the Dismans’ fee request should be reduced by
 4 15% (\$3,152.70) to account for counsel’s block billing.

5 In sum, block billing is not unethical—therefore, as between a lawyer and client, block
 6 billing is fine. However, when a party seeks to shift the burden of her counsel’s fees to her
 7 opponent, block billing “make[s] it,” as this Court found, “difficult for the Court to determine the
 8 exact amount billed for each individual task and the reasonableness of the request.” (*Id.* at 6:17-
 9 18).

10 II.

11 CONCLUSION

12 For all the foregoing reasons, the Dismans’ motion for attorney’s fees should be denied in
 13 its entirety. If the Court is inclined to award any fees, the request must be reduced substantially for
 14 the many reasons noted in Section I(F), *supra*.

15 Dated this 13th day of June, 2023.

16 **LEWIS ROCA ROTHGERBER CHRISTIE LLP**

17 By: /s/ Dan R. Waite

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22 *Attorneys for Defendants, Trudi Lee Lytle and John*
 23 *Allen Lytle as Trustees of the Lytle Trust*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that on this day, I caused a true and correct copy of the following ***“DEFENDANTS’ OPPOSITION TO ROBERT Z. DISMAN AND YVONNE A. DISMAN’S MOTION FOR ATTORNEY’S FEES”*** to be e-filed and served via the Court’s E-Filing System.

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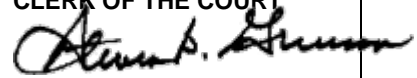
Dated this 13th day of June, 2023

/s/ Luz Horvath
 An Employee of Lewis Roca Rothgerber Christie LLP

EXHIBIT A

001895

EXHIBIT A



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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

TRUDI LEE LYTLE AND JOHN ALLEN
LYTLE, AS TRUSTEES OF THE LYTLE
TRUST,

Plaintiff,

v.

ROSEMERE ESTATES PROPERTY
OWNERS' ASSOCIATION; DOES 1
through 20 inclusive; and ROE
CORPORATIONS 1 through 80,
inclusive,

Defendants;

Case Number: A-18-775843-C
Dept. Number: XXXI

**RECEIVER'S MOTION FOR
INSTRUCTIONS AND PROPOSED
ORDER**

HEARING REQUESTED

Receiver Kevin Singer (the "Receiver"), by and through the undersigned counsel, moves this Court for an order for instructions to clarify the Receiver's authority in carrying out his duties. This motion is supported by the following points and authorities, the attached exhibits, the pleadings and papers on file herein, and any arguments of counsel that the Court may allow.

///

///

1 **POINTS AND AUTHORITIES**

2 **I. Introduction**

3 Plaintiff TRUDI LEE LYTLE AND JOHN ALLEN LYTLE, AS TRUSTEES OF THE
4 LYTLE TRUST (the "Lytle Trust") obtained multiple judgments and orders against Defendant
5 ROSEMERE ESTATES PROPERTY OWNERS' ASSOCIATION (the "Association") in the
6 approximate amount of \$1,481,822. This Court appointed the Receiver to, *inter alia*, reinstate
7 the Association and impose a special assessment to satisfy the Lytle Trust's judgments.

8 In an attempt to introduce himself to the homeowners within the Association and to further
9 educate them on the scope of this Court's order and his role relative to the same, Mr. Singer
10 crafted and sent an introductory letter to the homeowners on January 22, 2020. On January 29,
11 2020, several owners¹ within the Association sent a demand to cease and desist to the Receiver
12 outlining reasons why the Receiver could not perform the directives of the Court. The Intervenor
13 contend that appointment of the Receiver was improper because: (1) the Receiver's actions violate
14 an injunction on the Lytle Trust, (2) the Receiver's authority is limited due to the Association's
15 status as a limited purpose association; and (3), the Court improperly granted the Receiver powers
16 beyond those enumerated in the CC&Rs. For the following reasons, the Receiver maintains that
17 none of these arguments curtail the authority vested in him by the Court.

18 It is true that there is a permanent injunction prohibiting the Lytle Trust from taking action
19 "directly" against the owners or their property. This injunction is inapplicable, however, because:
20 (a) the Receiver acts as an agent of this Court, not as an agent of the Lytle Trust; and (b) the
21 Receiver is not taking any action against the owners or their property directly, rather, the Receiver
22 is satisfying the Judgment through the Association.
23

24
25
26
27 ¹ The complainants consist of 4 different sets of homeowners, to wit: (1) The September Trust dated
28 March 23, 1972; (2) Gerry R. Zobrist and Jolin G. Zobrist as Trustees of the Gerry R. Zobrist and Julie G.
Zobrist Family Trust; (3) Raynaldo G. Sandoval and Julie Marie Sandoval Gegen, as Trustees of the
Raynaldo G. and Evelyn A. Sandoval Joint Living and Devolution Trust dated May 27, 1992; and (4)
Dennis A. Gegen and Julie S. Gegen, husband and wife, as joint tenants (collectively, the "Intervenors").
The Intervenorers interpleaded into the case by global party stipulation on March 12, 2020.

1 The owners correctly state that the Association is a limited purpose association under NRS
2 116.1201 and that the CC&Rs do not provide for the authority to impose a special assessment to
3 satisfy a judgment against the Association. Nonetheless, the Receiver can carry out his duties
4 because: (a) the Receiver's authority is not limited to the powers enumerated in NRS 116.1201
5 and the CC&Rs, and (b) the implied authority of common interest communities allows the
6 Receiver to impose the assessments ordered by the Court. Based on the Receiver's analysis, the
7 Receiver deems a \$1,500 per unit, per month assessment to ultimately satisfy the judgment
8 reasonable and proper. Although the Receiver's asserts that he is authorized to perform his
9 appointed duties as issued by this Court, he files the instant motion for direction from the Court
10 in light of the Intervenor's objections.

11 **II. Factual Background**

12 Litigation between the Lytle Trust and the Association was ongoing for years prior to the
13 appointment of the Receiver. Throughout litigation, the Lytle Trust obtained judgments and
14 orders in its favor against the Association in several matters (the "Judgments"). *See* Judgments
15 and Orders in favor of the Lytle Trust attached as Exhibit A. In their effort to satisfy the
16 Judgments, the Lytle Trust attempted to impose abstracts of Judgment on properties within the
17 Association. *See* Order Granting Mot, for Summ. J. attached as Exhibit B. Property owners within
18 the Association, namely, the Intervenor, objected to the liens and obtained a permanent
19 injunction which, in part, permanently enjoined the Lytle Trust "from taking any action in the
20 future directly against the [Owners] or their properties" based on the Judgments. *See id.* at 10:15-
21 19. The order further acknowledged that in previous judgments in favor of the Lytle Trust a court
22 held that "[t]he Association is a limited purpose Association under NRS 116.1201" and that "[t]he
23 Association did not have any powers beyond those of the 'property owners committee'
24 designation in the Original CC&Rs" *See id.* at ¶ 10.

25 After the permanent injunction, the Lytle Trust filed an application with this Court to
26 appoint a receiver so that the Association could satisfy the Judgments in favor of the Lytle Trust.
27 (See Order Appointing Receiver at 1:18–23). The Receiver was necessary to satisfy the
28

1 Judgments because the Association was defunct and inoperative. (*See id.*) The Court granted the
2 Lytle Trust's application and appointed Kevin Singer as the receiver. (*See id.* at 2: 3–4). The
3 Court ordered the Receiver to "immediately take possession and control of the Association's
4 financial accounts" and to "[i]ssue and collect a special assessment upon all owners within the
5 Association to satisfy the Lytle Trust's judgments against the Association." (*See id.* at ¶¶1–2).

6 To effectuate the Court's directives, the Receiver sent a letter on Jan. 22, 2020 to all
7 homeowners in the Association regarding options to satisfy the Judgments. *See* Receiver's Letter
8 to Homeowners attached as Exhibit C. On Jan. 29, 2020 the Intervenor's sent a letter to the
9 Receiver demanding that he cease and desist "from any further effort to collect any judgment or
10 take any action against the Owners or their properties based on any judgment the Lytle Trust has
11 obtained against the Rosemere Association." *See* Intervenor's letter to the Receiver attached
12 hereto as Exhibit D.

13 In the letter, the Intervenor's assert that the previously obtained permanent injunction
14 prevents the Receiver from imposing assessments on the intervening homeowners to satisfy the
15 Judgments. *See id.* The Intervenor's also cite to findings regarding the Association's status as a
16 limited purpose association and the CC&Rs. *See id.* The CC&Rs governing the Association do
17 not explicitly empower the Association to issue assessments but, the CC&Rs do mention, in the
18 last unnumbered preamble paragraph, "liens established hereunder." *See* CC&Rs attached as
19 Exhibit E.

20 Accordingly, the Receiver considers the Owners' arguments untenable and seeks to
21 impose an assessment of \$1,500 per unit, per month to satisfy the Judgments, if necessary. In
22 view of the objections presented by the Intervenor's, however, the Receiver files the instant motion
23 for instructions from the Court regarding the breadth of the Receiver's authority to accomplish his
24 duties as the receiver. The Receiver respectfully seeks clarification of his powers, and seeks the
25 issuance of a further "comfort order" substantially mirroring the proposed Order attached hereto
26 as Exhibit F.
27
28

1 **III. Legal Argument**

2 **A. The Injunction associated with the Lytle Trust Does Not Affect the Receiver**

3 In the letter to the Receiver, the Owners assert that the Receiver's actions violate the
4 permanent injunction on the Lytle Trust which prohibits the Lytle Trust from enforcing any
5 judgment against the Owners or their property "directly." This injunction is not relevant to the
6 Receiver's duty because the Receiver is not acting as an agent of the Lytle Trust but as an agent
7 of the Court. Moreover, the Receiver's actions are not contrary to the injunction because the
8 Receiver is satisfying the Judgments through the Association rather than against any of the
9 Owners or their properties. If the Receiver cannot perform his duties as authorized by this Court's
10 Order Appointing Receiver, the Association will be left with no means to satisfy the Judgments.
11 In sum, the Receiver is not enjoined by the injunction.

12 1. The Receiver is not bound by the injunction because he is an agent of the Court

13 The receiver is "the officer or agent of the court from which he derives his appointment."
14 *State v. Wildes*, 34 Nev. 94 (1911). A receiver, "for all intents and purposes, acts as a court's
15 proxy." *U.S. Bank Nat'l Ass'n v. Palmilla Dev. Co.*, 131 Nev. 72, 77 (2015). "A receiver appointed
16 by the court acts as an officer of the court." *Anes v. Crown P' ship, Inc.*, 113 Nev. 195, 199 (1997).

17 The Receiver is an agent of the Court tasked with taking control of the Association and
18 satisfying the Judgments. Even though the Receiver is tasked with imposing a special assessment
19 to satisfy the Judgments, the Receiver is not acting on behalf of the Lytle Trust. In granting the
20 injunction, the court only prohibited the *Lytle Trust* from taking action against the Owners and
21 their properties. The Association was not a party to that action, and, in any event, nothing in that
22 court's order suggests a prohibition against recovery from the Association. Therefore, the Court's
23 order in this matter and the Receiver's appointment do not run afoul of the injunction related to
24 the Lytle Trust.

25 2. The assessment is not an action taken directly against the Owners or their properties

26 The injunction enjoins the Lytle Trust from enforcing the judgments against the individual
27 properties and enjoins any future actions by the Lytle Trust to enforce the Judgments "directly
28 against" the Owners or their properties. Here, the Lytle Trust petitioned for the appointment of a

1 receiver so that the Association could satisfy its obligations, including its obligation to pay the
2 Judgments. Before the Receiver's intervention, the Association was inoperative, and the
3 Association's status with the Secretary of State was "revoked." To satisfy the Judgments, the
4 Association needed the Receiver to restore the Association's operations. Per the Court's order,
5 the Association, as the judgment debtor, then needs to impose an assessment against the
6 homeowners within the Association. The special assessment is not an action taken "directly
7 against the Owners or their properties." It is an obligatory step by the Association to collect the
8 necessary funds to satisfy the Judgments. Accordingly, the actions taken by the Receiver and the
9 Association are not actions contemplated in the injunction associated with the Lytle Trust.

10 **B. The Implied Powers of the Association allow for a Special Assessment**

11 The Owners seem to contend that the Association's status as a limited purpose association
12 under NRS 116.1201 prevents the Association from issuing special Assessments. Nevada Courts
13 have long recognized, however, that common interest communities have certain implied powers
14 at their disposal even if such powers are not explicitly enumerated. *See D.R. Horton, Inc. v. Eighth*
15 *Judicial Dist. Court*, 125 Nev. 449, 457 (2009). Regardless of the Association's status, it must
16 have the ability to satisfy judgments against it. Therefore, it can be deduced that the power to
17 impose assessments is an implied power that the Association can utilize to satisfy its obligations,
18 including the Judgments.

19 **1. Common interest communities can have unenumerated implied powers**

20 The CC&Rs and NRS 116.1201 expressly vest the Association with a limited set of
21 powers that do not include the power to issue assessment or fines, or the power to place liens.
22 The lack of enumeration does not signify, however, that the Association does not have these
23 powers. Under applicable Nevada law, powers that are not explicitly enumerated may be implied.
24 *See id.* Here, the Association has the implied power to issue and collect assessments.

25 Limited purpose associations are a type of common interest community. *See Bank of New*
26 *York Mellon v. Imagination N. Landscape Maint. Ass'n*, No.216CV00383MMDNJK, 2019 WL
27 1383261, at *4 (D. Nev. Mar. 27, 2019). On multiple occasions, The Nevada Supreme Court
28 relied on the Restatement (Third) of Property (Servitudes) to accord common interest

1 communities implied powers that may be unenumerated in the community's governing
2 documents. *See Artemis Expl. Co. v. Ruby Lake Estates Homeowner's Ass'n*, 135 Nev. Adv. Op.
3 48; 2019 WL 4896442 (2019) (unpublished disposition); *Double Diamond v. Second Jud. Dist.*
4 *Ct.*, 131 Nev. 557, 563 (2015). Relying on the Restatement Servitudes § 6.2, the Nevada Supreme
5 Court found that a common-interest community can impose an assessment upon its members even
6 when the governing document does not detail an obligation to pay the assessment because the
7 obligation to pay may be implied. *See* 2019 WL 4896442 at *5.

8 "In addition to the powers granted by statute and the governing documents, a common-
9 interest community has the powers reasonably necessary to manage the common property,
10 administer the servitude regime, and carry out other functions set forth in the declaration."
11 Restatement Servitudes § 6.4. Here, the Association has the implied power to impose assessments
12 because: (a) imposing assessments is necessary to carry out the functions of the community and
13 (b) the CC&Rs reference liens which, in turn, imply the power to impose assessments.

14 The power to impose assessments must exist for the Association to carry out its role as
15 the supervisor and maintenance arm of the common areas in the Rosemere Estates. For instance,
16 the CC&Rs provide that the Association has the power to maintain the landscaping and other
17 common areas within the Rosemere Estates. Moreover, and as further example of the implied
18 power to issue assessments by the Rosemere Estates, as the entity charged with control of the
19 common areas, the Association may be held liable for any injuries that occur in the common areas.
20 If, for example, a visitor of the Rosemere Estates is injured as a result of their interaction with
21 common elements, that visitor could sue the Association for damages. If the Association is held
22 liable, it would need a mechanism to collect the funds necessary to satisfy the visitor's judgment.
23 If the Association does not have the power to issue an assessment, then the visitor could obtain a
24 judgment against the Association, but there would never be any mechanism for the Association
25 to satisfy the judgment. It is logical then that an implied power must exist, allowing the
26 Association to impose an assessment to satisfy judgments against it even if such power is not
27 expressly enumerated.

28

1 Similarly, the Lytle Trust sued the Association for damages, as is their right by law. *See*
2 NRS 116.4117(1)(b)(1) (an owner can file "a civil action for damages or other appropriate relief"
3 against the association.). If the Association can be sued for money damages, it follows that the
4 Association can satisfy a judgment for money damages against it. Thus, that power must be
5 implied. Likewise, the power to issue assessments is also implied from the language in the
6 CC&Rs.

7 The last unnumbered preamble paragraph of the Association's CC&Rs expressly mentions
8 "liens established hereunder." Nowhere else in the CC&Rs is the power to lien referenced. It
9 follows then, that the power to lien is implied in order to give effect to the "liens established
10 hereunder" provision of the CC&Rs. *See Solid v. Eighth Judicial Dist. Court of State in & for*
11 *Cty. of Clark*, 133 Nev. 118, 124 (2017) ("A basic rule of contract interpretation is that every
12 word must be given effect if at all possible. A court should not interpret a contract so as to make
13 meaningless its provisions." (internal citations omitted). The Restatement Servitudes also implies
14 the power to lien. "Unless such a lien provision has been expressly excluded, a lien for unpaid
15 assessments may be implied using the court's traditional power to impose an equitable lien when
16 appropriate to secure payment of an obligation." *See* Restatement Servitudes § 6.5 at cmt d. The
17 Restatement Servitudes § 6.5(1) explains that "assessments...are secured by a lien against the
18 individually owned properties."

19 Here, nothing in the CC&Rs expressly excludes the power to lien. To the contrary, liens
20 are expressly referenced in the CC&Rs. Accordingly, the power to lien may logically and
21 reasonably be implied from the CC&Rs. If the Association has the power to lien, it must have
22 the precedent power to impose assessments. Therefore, based on the necessary functions of the
23 Association and the implied authority ascertained from the CC&Rs, the Association has the
24 implied power to impose assessments on the Owners and the authority to secure those assessments
25 through liens.

26 **C. NRS 82 Provides the Receiver with the Authority to Impose Assessments**

27 The Restatement Servitudes Introductory Note recognizes that "three strands of law come
28 together in the law governing residential common-interest communities: the law of servitudes;

1 the law governing the forms of ownership used in the community; and the law governing the
2 vehicle used in the community for management of commonly held property or provision of
3 services." Here, the Association's "vehicle" is an NRS 82 nonprofit corporation. "Associations
4 that are incorporated are entitled to exercise powers granted under the applicable corporation
5 statutes, unless they conflict with the law of common-interest communities." Restatement
6 Servitudes § 6.4 Reporter's Note (2000). Thus, the Association can derive powers from NRS 82
7 to the extent that it does not conflict with NRS 116.

8 Several provisions within NRS 82 authorize the appointment of a Receiver. *See e.g.*, NRS
9 82.471(1) (authorizing the appointment of a receiver when a corporation becomes insolvent or
10 suspends its ordinary business or is conducted with great prejudice to its creditors. A receiver
11 appointed under NRS 82 has all the broad powers identified in NRS 82.746(2)(a)-(i). NRS
12 82.131(5) further authorizes a nonprofit corporation, like the Association, to "[l]evy dues,
13 assessments and fines." Demonstrably, in another matter brought by the Lytle Trust against the
14 Association, the district court ordered an election of the Board of Directors under NRS 82.286.
15 *See* Order granting Summ. J. attached as Exhibit G at ¶9. The court in that matter held that "a
16 Board must exist and, as a consequence, so must elections" *See id.* at ¶8. The Court implied the
17 Association's power to host elections based upon the need for a board of directors even though
18 NRS 116.1201 and the CC&Rs do not provide for elections. *See id.* The court then ascertained
19 the election method by looking at the election method in NRS 82.286, even though NRS 116.1201
20 and the CC&Rs do not provide for a method of elections. *See id.* at ¶9.

21 Likewise, this Court can imply the need to satisfy the Judgment and can look to NRS 82
22 for the methods the Association can use to satisfy the Judgments. The Association is a judgment
23 debtor; as a consequence, the power to satisfy the Judgments must exist. NRS 82.131(5) allows
24 the Association to impose an assessment to satisfy the Judgments. Therefore, the Association can
25 impose the proposed assessment. Even if, *arguendo*, the Association is powerless under one
26 body of law to impose assessments, it has the power to impose assessments under another. Thus,
27 this Court properly vested the Receiver with the power to impose assessments and should,
28

1 respectfully, issue the necessary instructions to confirm and clarify these powers in the proposed
2 Order for Instructions, attached hereto as Exhibit F.

3 **IV. Conclusion**

4 Based on the above, the Receiver maintains that the Court properly vested him with
5 authority to impose special assessments to satisfy the Judgments. Accordingly, the Receiver
6 requests instructions from the Court regarding the Receiver's authority to impose an assessment
7 in the amount of \$1,500 per unit, per month to satisfy the Judgments, and to additionally explore
8 and negotiate different financing or funding options in lieu the monthly assessment. The Receiver
9 respectfully requests that the Court reaffirm the Receiver's authority pursuant to the attached
10 proposed order, which order is not intended to supplant this Court's originally issued Order, but
11 is rather intended to clarify and give comfort to the Receiver as he dutifully carries out the orders
12 of this Court.

13 DATED this 16th day of March, 2020.

14 HUTCHISON & STEFFEN, PLLC

15 /s/ Patricia Lee

16
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EIGHTH JUDICIAL DISTRICT COURT**CLARK COUNTY, NEVADA**

TRUDI LEE LYTLE AND JOHN ALLEN
 LYTLE, AS TRUSTEES OF THE LYTLE
 TRUST,

Plaintiff,

v.

ROSEMERE ESTATES PROPERTY
 OWNERS' ASSOCIATION; DOES 1
 through 20 inclusive; and ROE
 CORPORATIONS 1 through 80,
 inclusive,

Defendants;

Case Number: A-18-775843-C
 Dept. Number: XXXI

**[PROPOSED] ORDER ON RECEIVER
 KEVIN SINGER'S MOTION FOR
 INSTRUCTIONS**

Upon receiver Kevin Singer's (the "Receiver") motion for instructions regarding his authority as the receiver appointed by the Court to take control of the ROSEMERE ESTATES PROPERTY OWNERS' ASSOCIATION (the "Association"), and the Court having reviewed and considered all papers on file in this matter, and good cause appearing therefore, enters the following Order:

(1) The Receiver, having been appointed by the Court to take control of the Association and satisfy the Association's obligations, is an agent of the Court acting on behalf of

1 the Association and is not enjoined by the injunction on Plaintiff TRUDI LEE LYTLE AND
2 JOHN ALLEN LYTLE, AS TRUSTEES OF THE LYTLE TRUST (the "Lytle Trust"), as issued
3 by the Court in the matter of *September Trust et al. v. Trudi Lee et al.*, Case No. A-17-765372-C.

4 (2) The Association, through its implied powers and the powers enumerated in NRS
5 82, may impose assessments on the owners within the Association so that the Association can
6 satisfy its obligations, including, but not limited to, satisfying the judgments against the
7 Association.

8 (3) The Association, through the Court appointed Receiver, may issue and collect a
9 special assessment of \$1500 per unit per month to satisfy the judgments in favor of the Lytle
10 Trust, and shall further have the power to negotiate alternative finance or funding options with
11 the individual homeowners.

12 (4) Pursuant to the Association's CC&Rs, the Association may place a lien on the
13 property of an owner that does not timely satisfy assessments issued by the Association.

14 (5) The Powers set forth and clarified herein are in addition to the powers originally
15 enumerated in the Court's Order appointing the Receiver, issued on December 13, 2019.
16
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18 _____
19 DISTRICT COURT JUDGE

20 Submitted By:
21 HUTCHISON & STEFFEN, PLLC

22 /s/ Patricia Lee

23 _____
24 Patricia Lee (8287)
25 Ramez A. Ghally (15225)
26 Peccole Professional Park
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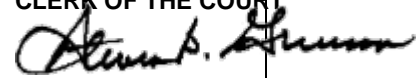
Attorneys for Receiver Kevin Singer

EXHIBIT B

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EXHIBIT B



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and Dennis & Julie Gegen*

DISTRICT COURT

CLARK COUNTY, NEVADA

TRUDI LEE LYTLE AND JOHN ALLEN
LYTLE, AS TRUSTEES OF THE LYTLE
TRUST,

Plaintiff,

vs.

ROSEMERE ESTATES PROPERTY
OWNERS' ASSOCIATION; DOES I through 20,
inclusive; and ROE CORPORATIONS 1 through
80, inclusive,

Defendants.

CASE NO.: A-18-775843-C

DEPT.: XXXI

**OPPOSITION TO RECEIVER'S
MOTION FOR INSTRUCTIONS
AND
COUNTERMOTION TO SET ASIDE
OR AMEND RECEIVERSHIP
ORDER**

Hearing Date: April 16, 2020

Time: 9:00 a.m.

Intervenor September Trust, dated March 23, 1972 ("September Trust"), Gerry R. Zobrist and Jolin G. Zobrist, as Trustees of the Gerry R. Zobrist and Jolin G. Zobrist Family Trust ("Zobrist Trust"), Raynaldo G. Sandoval and Julie Marie Sandoval Gegen, as Trustees of the Raynaldo G. and Evelyn A. Sandoval Joint Living and Devolution Trust Dated May 27, 1992 ("Sandoval Trust"), and Dennis A. Gegen and Julie S. Gegen, Husband and Wife, as Joint Tenants ("Gegen") (hereafter September Trust, Zobrist Trust, Sandoval Trust and Gegen may be collectively referred to as "Intervenor"), by and through their attorneys, Christensen James & Martin, Chtd., hereby Oppose the Receiver's Motion for Instructions and move this Court to set aside or Amend the Order Appointing a Receiver of Defendant Rosemere Property Owners Association. This Opposition and Countermotion is based upon the following Memorandum of

Points and Authority, Exhibits, Affidavits, all other documents on file with the Court in this matter, and any argument allowed at the time of the hearing of this matter.

DATED this 26th day of March 2020.

CHRISTENSEN JAMES & MARTIN

By: /s/ Wesley J. Smith

Wesley J. Smith, Esq.

Nevada Bar No. 11871

*Attorneys for Intervenor September Trust,
Zobrist Trust, Sandoval Trust and Gegen*

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

In May 2018, in Case No. A-17-765372-C, a permanent injunction was entered against the Lytle Trust prohibiting it from enforcing or collecting the Judgments obtained in the Rosemere Litigation I, Rosemere Litigation II and Rosemere Litigation III, or any other judgments obtained against the Association, from the Intervenor's or their properties. The District Court's May 2018 Order contained findings of fact and conclusions of law which directly impacted the Lytle Trusts' judgments and the Association, such as that the Association is a limited purpose association under NRS 116.1201 and the Amended CC&Rs are *void ab initio*. Following a frivolous appeal by the Lytle Trust, the May 2018 Order was affirmed by the Nevada Supreme Court on March 2, 2020.

Two weeks after entry of the May 2018 Order, the Lytle Trust filed this action seeking the appointment of a receiver to do the very thing that the permanent injunction forbade. The Lytle Trust named the Association as the sole defendant, an entity that the Lytle Trust knew was defunct, had no officers, and attempting service on a previous board member that the Lytle Trust and its counsel knew suffers from dementia. The Lytle Trust failed to even mention its related litigation with the Intervenor's and certainly did not disclose that a permanent injunction had been issued. Further, two other Rosemere Subdivision property owners had been awarded a similar permanent injunction against the Lytle Trust in July 2017, which was affirmed by the Nevada Supreme Court in December 2018 before this case filed. The Lytle Trust conveniently failed to

1 mention that either. The Lytle Trust also materially misrepresented that the Amended CC&Rs
 2 govern despite direct language to the contrary from multiple court orders in the various cases
 3 concerning the Rosemere Subdivision, including Supreme Court Orders.

4 With questionable process and without opposition, the Lytle Trust loaded its Application
 5 with incomplete and intentionally misleading statements and a Receiver was subsequently
 6 appointed. The Intervenor became aware of this action when they each received correspondence
 7 from the Receiver requesting that they gather at their mailbox so that the Receiver could empty
 8 their pockets to pay the Lytle Trusts' judgments. As will be discussed below, the Lytle Trust's
 9 filing of this action, the Lytle Trust's efforts to appoint the Receiver, and the Receiver's effort to
 10 collect funds from the Intervenor to pay the Lytle Trusts' judgments against the Association are
 11 contrary to the Prior Orders and violate the permanent injunction.¹

12 II. STATEMENT OF FACTS

13 The Intervenor each own one of nine lots in the Rosemere Subdivision ("Rosemere
 14 Subdivision" or "Subdivision"). The Lytle Trust also owns a lot in the Subdivision. The
 15 properties are subject to the CC&Rs recorded January 4, 1994 (the "CC&Rs"), attached hereto as
 16 **Exhibit 1**. The obligations imposed and rights granted by the CC&Rs are few. Among them,
 17 property owners "shall on an equal basis, assume responsibility to maintain any and all off-site
 18 improvements which have been installed by Subdivider." *Id.* at ¶ 19. Property owners also "shall
 19 assume responsibility to maintain walls erected by subdivider." *Id.* at ¶ 20. Paragraph 21 of the
 20 CC&Rs calls for the formation of a "property owners committee" to fulfill four express duties:

- 21 a. Maintain Exterior Planters: "The committee shall determine the type and cost
 22 of landscaping on the four (4) exterior wall planters, and the entrance-way
 23 planters. The committee shall also determine the method and cost of watering
 24 and maintaining planters. All costs shall be equally shared by all owners of
 lots within the subdivision. In the event of any disagreement, the majority
 shall rule."

25 ¹ Intervenor have separately moved in Case No. A-16-747800-C/A-17-765372-C (Consolidated)
 26 for an order to show cause why the Lytle Trust should not be held in contempt for violation of
 27 the Court's May 2018 Order. Hearing on that Motion before the Honorable Timothy Williams is
 28 currently scheduled for April 21, 2020 in Department XVI. The Lytle Trust has opposed that
 motion and attached that opposition to its Joinder in this matter. The Intervenor will not directly
 respond to the Lytle Trust's opposition here, as it is not properly before the Court.

- b. Maintain Exterior Perimeter and Frontage Walls: "The exterior perimeter wall along the Oakey, Tenaya and El Parque frontage shall be maintained and/or repaired when appropriate, under the direction of the property owners committee. The costs to be equally shared by all 9 lot owners."
- c. Maintain the Entrance Gate: "The Entrance Gate and it's related mechanical and electrical systems shall be maintained and/or repaired on an equal share basis by all lot owners."
- d. Maintain the Private Drive and Sewer System Thereunder: "The Private Drive (the interior street) used for ingress and egress purposes by all lot owners and the private sewer system within the Private Drive and easement area shall be maintained and/or repaired on an equal share basis by all owners and lots within the subdivision."

In summary, the property owners committee is only given power to maintain the exterior planters, exterior walls, entrance gate, and private drive/sewer system. The cost of this maintenance is to be shared equally among the nine lots. There is no express assessment right and no express lien right granted to the "owners committee" or any other entity or individual under the CC&Rs. Further, the property owners committee is not expressly granted the right to sue or be sued, but instead each owner is granted the individual right to enforce the CC&Rs "upon any other owner or owners," including the right of any owner to initiate "any appropriate judicial proceeding" against any other owner or owners. *Id.* at ¶ 24.

While the property owners committee is given the power to maintain the exterior planters, exterior walls, entrance gate, and private drive/sewer system, these elements are not actually owned by the property owners committee. Instead, these elements are included within the parcels of one or more individual property owners. As an example, each owner has a portion of the private drive within its property. The subdivision map, attached hereto as **Exhibit 2**, shows the lot lines of each parcel extending from the outer edge of the subdivision to the center and adjoining the other individual parcels in the center of the private drive. The property owners committee was not granted the power to own real estate by the CC&Rs and, in fact, did not and does not own any real estate.

On February 25, 1997, the "owners' committee" at the time formed the Rosemere Estates Property Owners Association ("Association") to formally conduct the business enumerated in the

1 CC&Rs. Complaint at ¶ 12. In 2007, the Association adopted Amended CC&Rs, attached hereto
 2 as **Exhibit 3**, that attempted to greatly expand the Association's powers. *See* Lytle Trust's
 3 Renewed Application for Appointment of Receiver ("Application") at Part II.B. Notably, the
 4 Amended CC&Rs converted the Association from a limited purpose association to a full-fledged
 5 association subject to entirety of NRS 116. Further, the Amended CC&Rs expressly granted the
 6 Association: ownership of the common elements (Article 3.1); power to make special
 7 assessments against each property to pay judgments against the Association (Article 10.2(c));
 8 power to lien each property for assessments and fines (Article 10.3); power to hold individual
 9 property owners personally liable for assessments (Article 10.11); and power to take legal action
 10 against owners (Article 16). Exhibit 3, Amended CC&Rs. The Amended CC&Rs also granted a
 11 right of action against the Association to each owner. *Id.* at Article 16.1.

12 The Lytle Trust initiated a series of lawsuits against the Association related to the
 13 Amended CC&Rs and conduct of the Association thereunder. The Lytle Trust obtained
 14 judgments against the Association as a result of these cases (collectively referred to as the
 15 "Rosemere Judgments"). *See* Application at Part II.C (discussing Rosemere 1, 2, and 3
 16 Litigation). Copies of the monetary awards stemming from the Rosemere Judgments are attached
 17 to the Receiver's Motion for Instructions as Exhibit A.

18 What this Court did not know when the Order Appointing Receiver was entered is that
 19 the Lytle Trust had recorded abstracts of the Rosemere Judgments against the eight other parcels
 20 (excluding its own property) in the Rosemere Subdivision. As will be discussed below, extensive
 21 litigation ensued between the property owners and the Lytle Trust, ultimately resulting in
 22 judgments and permanent injunctions against the Lytle Trust, affirmed by the Nevada Supreme
 23 Court. Apparently, neither the Lytle Trust nor the Receiver felt that these facts were important to
 24 this action or relevant to the Court's determination of the receiver issues in this case.

25 Marjorie B. Boulden, Trustee of the Marjorie B. Boulden Trust ("Boulden"), and Linda
 26 Lamothe and Jacques Lamothe, Trustees of the Jacques & Linda Lamothe Living Trust
 27 ("Lamothe"), property owners in the Rosemere Subdivision, filed suit against the Lytle Trust in
 28

December 2016, Case No. A-16-747800-C, to expunge the abstracts of judgment and enjoin the Lytle Trust from its collection efforts. On July 25, 2017 ("July 2017 Order"), the District Court granted summary judgment in favor of Boulden and Lamothe and a permanent injunction against the Lytle Trust, including the following findings of fact:

5. In 2009, the Defendants sued the Rosemere Estates Property Owners Association (the "Association") in the Eighth Judicial District Court, case # A-09-593497-C (the "Rosemere LPA Litigation").

6. None of the Plaintiffs were ever parties in the Rosemere LPA Litigation.

7. None of the Plaintiffs were a "losing party" in the Rosemere LP A Litigation as that term is found in Section 25 of the Original CC&Rs.

8. The Defendants obtained a Summary Judgment for Declaratory Relief from the District Court in the Rosemere LP A Litigation, which found and ruled as follows:

a. The Association is a limited purpose association under NRS 116.1201, is not a Chapter 116 unit-owners' association," and is relegated to only those specific duties and powers set forth in Paragraph 21 of the Original CC&Rs and NRS 116.1201.

b. The Association did not have any powers beyond those of the "property owners committee" designation in the Original CC&Rs -simply to care for the landscaping and other common elements of Rosemere Estates as set forth in Paragraph 21 of the Original CC&Rs.

c. Consistent with the absence of a governing body, the Developer provided each homeowner the right to independently enforce the Original CC&Rs against one another.

d. The Amended and Restated CC&Rs recorded with the Clark County Recorder's Office as Instrument #20070703-0001934 (the "Amended CC&Rs") are invalid, and the Amended CC&Rs have no force and effect.

9. Pursuant to NRS 116.1201(2) much of NRS Chapter 116 does not apply to the Association because it is a limited purpose association that is not a rural agricultural residential community.

Exhibit 4, July 2017 Order at 2:23-3:15. The July 2017 Order then made the following conclusions of law:

1. The Association is a "limited purpose association" as referenced in NRS 116.1201(2).

2. As a limited purpose association, NRS 116.3117 is not applicable to the Association.

3. As a result of the Rosemere LPA Litigation, the Amended CC&Rs were judicially declared to have been improperly adopted and recorded, the Amended CC&Rs are invalid and have no force and effect and were declared void ab initio.

4. The Plaintiffs were not parties to the Rosemere LPA Litigation.

5. The Plaintiffs were not “losing parties” in the Rosemere LPA Litigation as per Section 25 of the Original CC&Rs.

6. The Final Judgment in favor of the Defendants is not against, and is not an obligation of, the Plaintiffs.

7. The Final Judgment against the Association is not an obligation or debt owed by the Plaintiffs.

Id. at 4:12-23. The July 2017 Order concludes with this permanent injunction:

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants are permanently enjoined from recording and enforcing the Final Judgment from the Rosemere LPA Litigation or any abstracts related thereto against the Boulden Property or the Lamothe Property.

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants are permanently enjoined from taking any action in the future against the Plaintiffs or their properties based upon the Rosemere LPA Litigation.

Id. at 7:1-7. The Lytle Trust did not inform the Court about Case No. A-16-747800-C or the July 2017 Order.

The Lytles appealed the July 2017 Order and the Nevada Supreme Court issued an Order of Affirmance, attached hereto as **Exhibit 5**, on December 4, 2018 in Case No. 73039, *Trudi Lee Lytle v. Marjorie B. Boulden* (“First Order of Affirmance”) (also available at *Lytle v. Boulden*, 432 P.3d 167, 2018 WL 643300 (Nev. 2018) (Table)). The First Order of Affirmance affirmed that “because Boulden and the Lamothes were not parties to the previous litigation and the Association was limited in purpose and not subject to NRS 116.3117’s mechanism by which judgments against a homeowners’ association may be recorded against properties therein, *Boulden and the Lamothes were not obligated under the Lytle’s judgment.*” *Id.* at 2-3 (emphasis added). The Nevada Supreme Court unequivocally and absolutely rejected the Lytle Trust’s arguments based on statutory construction. *Id.* at 3-5 (“NRS 116.1201(2)(a) provides, in relevant part, that limited purpose associations are not subject to NRS Chapter 116, with enumerated statutory exceptions, NRS 116.3117 not among them....there is no interpretive progression that

1 suggests limited purpose associations are subject to NRS 116.3117.”). The Court also rejected
 2 the Lytle Trust’s equitable arguments and “general principles of common-interest communities.”
 3 *Id.* at 6-8. The Lytle Trust did not inform this Court of the First Order of Affirmance.

4 The Lytle Trust also failed to inform the Court that the Intervenor also filed suit against
 5 the Lytle Trust in November 2017, similar to the action taken by Boulden and Lamothe (the two
 6 cases were consolidated in February 2018). On May 24, 2018, summary judgment (“May 2018
 7 Order”), attached hereto as **Exhibit 6**, was granted to the Intervenor against the Lytle Trust in
 8 Case No. A-17-765372-C. The May 2018 Order directly addresses the Rosemere Judgments and
 9 entered similar findings of fact as those contained in the July 2017 Order. *See* Exhibit 6, May
 10 2018 Order at 3:9-7:15. The May 2018 Order made these key conclusions of law that bear
 11 directly on this case and the powers granted to the Receiver:

12 2. The Association is a “limited purpose association” as referenced in NRS
 13 116.1201(2).

14 3. As a limited purpose association, NRS 116.3117 is not applicable to the
 15 Association.

16 4. As a result of the Rosemere Litigation I, the Amended CC&Rs were
 17 judicially declared to have been improperly adopted and recorded, the Amended
 18 CC&Rs are invalid and have no force and effect and were declared *void ab initio*.

19 5. The [Intervenor] were not parties to the Rosemere Litigation I,
 20 Rosemere Litigation II or Rosemere Litigation III.

21 6. The [Intervenor] were not ‘losing parties’ in the Rosemere Litigation I,
 22 Rosemere Litigation II or Rosemere Litigation III as per Section 25 of the Original
 23 CC&Rs.

24 7. Rosemere Judgments I, II and III in favor of the Lytle Trust, are not
 25 against, and are not an obligation of the [Intervenor] to the Lytle Trust.

26 8. Rosemere Judgments I, II and III are against the Association and are not
 27 an obligation or debt owed by the [Intervenor] to the Lytle Trust.

28 *Id.* at 7:20-8:9. The Court found that recording the Rosemere Judgments against the Intervenor’s
 properties was improper and ordered that the abstracts of judgment be expunged. *Id.* at 8:10-
 10:9. The Court then went further and issued this permanent injunction:

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the
 Lytle Trust is permanently enjoined from recording and enforcing the Judgments

obtained from the Rosemere Litigation I, Rosemere Litigation II and Rosemere Litigation III, or any other judgments obtained against the Association, against the September Property, Zobrist Property, Sandoval Property or Gegen Property.

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust is permanently enjoined from taking any action in the future directly against the Plaintiffs or their properties based upon the Rosemere Litigation I, Rosemere Litigation II or Rosemere Litigation III.

Id. at 10:10-19. Thus, the Lytle Trust is prohibited from taking any action against the Intervenors or their properties based on the Rosemere Judgments. The Lytle Trust did not disclose the May 2018 Order or its permanent injunction to this Court.

On June 19, 2018, the Lytle Trust appealed the May 2018 Order to the Nevada Supreme Court, Case No. 76198. The Supreme Court entered its Order affirming the May 2018 Order on March 2, 2020 (“Second Order of Affirmance”) (also available at *Lytle v. Sept. Tr., Dated Mar. 23, 1972*, No. 76198, 2020 WL 1033050 (Nev. Mar. 2, 2020) (Table)), attached hereto as **Exhibit 7**. The Court recited its prior decisions related to the Rosemere Judgments, as follows:

Importantly, the lower court in NRED 1 determined the association was a limited purpose association as defined by NRS 116.1201 and not a Chapter 116 unit-owners association, and that the amended CC&Rs, which would have substantially increased the scope and complexity of the governing CC&Rs, were *void ab initio*. We affirmed that decision. *See Rosemere Estates Prop. Owners Ass’n v. Lytle*, Docket Nos. 63942, 65294 & 65721 (Order Affirming (Docket No. 63942); Vacating and Remanding (Docket No. 65294); Affirming in Part, Reversing in Part, and Remanding (Docket No. 65294); and Vacating and Remanding (Docket No. 65721)). The district court order in NRED 2 likewise recognized that the amended CC&Rs were *void ab initio* and the association was not a Chapter 116 unit-owners association.

Id. at 2. The Court then recited its prior holding from the First Order of Affirmance, as follows:

We explained that under the plain language of Chapter 116, limited purpose associations are not subject to Chapter 116 outside of certain express statutory exceptions, and that NRS 116.3117 is not among those exceptions. Moreover, we were not persuaded by the Lytles’ arguments that other Nevada law, notably equitable principles or the general principles of common-interest communities, would allow them to record abstracts of judgment against homeowners who were not parties in the litigation against Rosemere and whose properties were not the subject of any lawsuit.

Id. at 3-4. The Court then affirmed the May 2018 Order, again rejecting the Lytle Trust’s same arguments (“we remain convinced they are without merit”), and further explaining that the

1 “amended CC&Rs were *void ab initio*, meaning those documents never had any force or effect”
2 and could not be used as a basis for collecting the judgments against the Intervenor or extending
3 the express limitations on limited purpose associations under NRS 116.1201(2). *Id.* at 5-6.
4 Although the Second Order of Affirmance was not entered until after the Order Appointing
5 Receiver in this Case, the Lytle Trust was aware of its entry and made no effort to inform this
6 Court of its important legal impact on this case.

7 In summary, prior litigation between the Intervenor (and Boulden and Lamothe) and the
8 Lytle Trust has resulted in conclusions of law that directly impact the legal rights and obligations
9 of the Association and permanent injunctions prohibiting the Lytle Trust from taking any action
10 against the Intervenor in its efforts to collect on the Rosemere Judgments. Undeterred by these
11 Orders (or perhaps motivated to continue its efforts in another forum without interference from
12 the property owners), the Lytle Trust initiated this case to seek appointment of a receiver.

13 This action was filed on June 8, 2018, just two weeks after the May 2018 Order was
14 entered.² The Complaint alleges that the Association is not functioning, that the common
15 elements of the community are not being maintained (with no evidence), and that “the
16 Association has not paid known creditors of the Association, which includes...the Lytles, which
17 hold multiple judgments against the Association.” Complaint at ¶ 21. The Complaint does not
18 inform the Court of Case No. A-16-747800-C, the July 2017 Order, the First Order of
19 Affirmance, Case No. A-17-765372-C, or the May 2018 Order, to which the Lytle Trust was a
20 party and concerned the Rosemere Judgments, the Association, and the relief sought here.

21 The Lytle Trust then submitted its Application and drafted and submitted a proposed
22 order appointing a receiver that far exceeds the authority that the Receiver could wield under the
23 CC&Rs, NRS 116.1201(2), or the prior orders and permanent injunctions. In the Renewed

24 ² In addition to suspicious timing, it is curious why the appointment of receiver was not sought
25 directly in one of the original cases that had granted the Rosemere Judgments, considering a
26 primary purpose (if not the only purpose) for the receiver was to effectuate payment of the
27 Rosemere Judgments. Indeed, the Lytle Trust just recently filed a motion in Case No. A-10-
28 631355-C to reduce its various fee and damage awards to a single judgment, which the Court
granted on March 19, 2020. There does not seem to be any valid procedural reason to file a new
action, other than to control the narrative to a new judge.

Application for Appointment of Receiver filed on October 24, 2019 (“Application”), the Lytle Trust asserts that the main purpose in requesting a Receiver is to require the owners in the Subdivision to pay the Rosemere Judgments. *See* Application at 3:2-4, 5:17-18 (“Additional grounds exist because the Association is refusing to pay and refusing to assess Association members related to various monetary judgments awarded to the Lytles against the Association”), 13:19-28 (“a receiver may be appointed...after judgment, to carry the judgment into effect”), 14:1-2, 16-28 (“the Lytle Trust obtained judgments against the Association and a Receiver is needed to carry those judgments into effect”), 15:20-25 (“the Association has a duty ...to pays its debts, including the Judgments obtained by the Lytle Trust”), 16:17-22 (“the Association is without any governing body to assess the homeowners and pay the judgments”). The Lytle Trust proposes to pay the Rosemere Judgments through special assessments on the property owners under the authority of the Amended CC&Rs. Application at Part II.C.4 (“The Amended CC&Rs Grant the Association Authority to Assess Each Unit for Payment of Judgments Against the Association”) and Part III.D.

The Lytle Trust provided careful and selected detail about the Rosemere Judgments in the Application but fails to mention either the July 2017 Order or the May 2018 Order. Further, the Lytle Trust did not disclose to the Court that the Nevada Supreme Court had issued the First Order of Affirmance, which had been entered almost a year prior to the Renewed Application, and directly rejected the Lytle Trust’s arguments for expanded powers of the Association under NRS 116 and the Amended CC&Rs. Yet, the very purpose of this case is to collect the judgments from the Intervenor using the Amended CC&Rs.

Also noteworthy is the fact that this case was filed against the Association as the sole defendant. The Association has been defunct for years and has not had a board or property owners committee since 2013, when the terms of the last elected board members expired under the Amended CC&Rs. *See* Complaint at ¶ 16; Application at 8:1-14 (3 year terms). In fact, there has not been an election of the board or a property owners committee appointed since the Amended CC&Rs were first held to be *void ab initio* in July 2013. *See* Order Granting Plaintiffs

1 John Allen Lytle and Trudi Lee Lytle's Motion for Summary Judgment filed July 30, 2013 in
 2 Case No. A-09-593497-C, Dept. XII, at ¶ 25. The Lytle Trust named and served the defunct
 3 Association through, Ray Sandoval, that the Lytle Trust alleged in its Application was no longer
 4 a board member. *See* Application at 8:9-15. Further, Mr. Sandoval suffers from dementia, a fact
 5 the Lytle Trust was aware of prior to filing this case. *See* Declaration of Wesley Smith with
 6 attached Exhibits. Not a single property owner was individually notified of this action, even
 7 though their rights and obligations are directly at issue.

8 Under these circumstances, the Receiver was appointed. The Receivership Order granted
 9 Mr. Singer power to “issue and collect special assessments upon all owners...to satisfy the Lytle
 10 Trust’s judgments against the Association.” The Receiver has taken this power to heart. In
 11 January 2020, the Intervenors each received a letter from Kevin Singer (“Receiver Letter”),
 12 attached hereto as **Exhibit 8**, regarding the appointment of Mr. Singer as a Receiver in this case.
 13 *See* Affidavit of Karen Kearn; Affidavit of Gerry R. Zobrist; Affidavit of Julie Marie Sandoval
 14 Gegen. In the Receiver Letter, Mr. Singer states:

15 the appointment of the receivership is predicated on judgments against the HOA in
 16 the approximate amount of \$1,481,822 by the Lytle family (“the Plaintiff”). ...
 17 These judgments need to be paid and the Court agreed with the Plaintiff by
 18 appointing a Receiver to facilitate the satisfying of the judgments....We would like
 19 to meet with title holding members of the HOA...[to] share three ideas we have to
 20 pay these judgments.

21 On January 29, 2020, Intervenors’ attorney responded to the Receiver notifying him that
 22 his actions violated the May 2018 Order and permanent injunction, demanded that he cease and
 23 desist from any further effort to collect any judgment or take any action against the Intervenors,
 24 and demanded that he, as an officer of the Court, notify this Court of the May 2018 Order and
 25 permanent injunction. This letter, attached hereto as **Exhibit 9**, was copied to the Lytle Trust. *Id.*

26 On January 30, 2020, the Receiver sent another letter, attached hereto as **Exhibit 10**,
 27 directly to each of the Intervenors explaining that he would seek additional instructions from this
 28 Court. When no such action was taken, Intervenors filed their Motion to Intervene. The Receiver
 again confirms in its Motion for Instruction that the entire point of this case is to “reinstate the

1 Association and impose a special assessment to satisfy the Lytle Trust's judgments." Motion for
 2 Instruction at 2:6-7. The Receiver asks this Court for instruction confirming that it can assess
 3 \$1,500 per month to each property in the Rosemere subdivision for the sole purpose of paying
 4 the Rosemere Judgments. *Id.* at 4:21-22.

5 The Lytle Trust's effort to appoint a Receiver to collect on the Judgments against the
 6 Intervenor, to use the *void ab initio* Amended CC&Rs, and to expand the powers granted to the
 7 Association (and the Receiver) by the original CC&Rs and NRS 116.1201(2) are in clear
 8 violation of the July 2017 Order, First Order of Affirmance, May 2018 Order, and the Second
 9 Order of Affirmance (collectively the "Prior Orders"). The relief requested in the Application
 10 and drafted into the Receivership Order by the Lytle Trust is blatantly calculated to ignore, and is
 11 wholly inconsistent with, the Prior Orders. Based on the foregoing, the Receivership Order
 12 should be rescinded or amended.

13 III. ARGUMENT

14 A. The Intervenor's Motion to Set Aside is Proper

15 "On motion and just terms, the court may relieve a party or its legal representative from a
 16 final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence,
 17 surprise, or excusable neglect; (2) newly discovered evidence that, with reasonable diligence,
 18 could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud
 19 (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an
 20 opposing party; (4) the judgment is void; ... or (6) any other reason that justifies relief." NRC
 21 60(b). A motion for relief from judgment for mistake, newly discovered evidence, or fraud must
 22 be filed within a reasonable time and not more than six months after entry of the final judgment.
 23 *Id.* In the instant case, the Receivership Order was filed on December 18, 2019, so the
 24 Intervenor is well within the six (6) month period.

25 "The salutary purpose of Rule 60(b) is to redress any injustices that may have resulted
 26 because of excusable neglect or the wrongs of an opposing party." *Nev. Indus. Dev., Inc. v.*
 27 *Benedetti*, 103 Nev. 360, 364, 741 P.2d 802 (1987). The district court has wide discretion in
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1 deciding whether to grant or deny a motion to set aside a judgment under NRCP 60(b).
2 *Rodriguez v. Fiesta Palms, LLC*, 428 P.3d 255, 134 Nev. 654, 656 (2018); *Cook v. Cook*, 112
3 Nev. 179, 181-82, 912 P.2d 264, 265 (1996). The Court has established several criteria for the
4 exercise of this discretion, including a prompt application to remove the judgment, the absence
5 of an intent to delay the proceedings, and good faith. *Hotel Last Frontier v. Frontier Prop.*, 79
6 Nev. 150, 380 P.2d 293 (1963).

7 Prompt action has been taken to set aside the Receivership Order. The Intervenor
8 immediately responded to the Receiver's Letter that was sent at the end of January, with copy to
9 the Lytle Trust, giving opportunity for them to self-correct the failure to notify the Court of the
10 Prior Orders. The Intervenor then filed a Motion to Intervene on March 4, 2020, well within the
11 statutory time limits. There is no indication of an intent to delay this Case. Bad faith is not
12 present in any degree on the part of the Intervenor. On the contrary, the Intervenor is seeking
13 to have Prior Orders recognized and considered by the Court that protect the Intervenor and
14 directly relate to this action. The Lytle Trust erred in failing to provide this court with the Prior
15 Orders before this Court issued the Receivership Order. Therefore, it should be rescinded and set
16 aside and the Receiver's Motion for Instruction is moot.

17 **B. The Intervenor Has a Meritorious Defense.**

18 In addition to meeting the statutory requirements, the moving party must promptly tender
19 a "meritorious defense" to the claim for relief. *Yochum v. Davis*, 653 P.2d 1215, 98 Nev. 484
20 (1982). The meritorious defense is that the Court did not have the benefit of knowledge and
21 analysis of the Prior Orders prior to issuing the Receivership Order. The Lytle Trust has
22 perpetuated a fraud on this Court by intentionally failing to inform the Court about the Prior
23 Orders and writing powers into the Receivership Order that directly contradict the Prior Orders,
24 including powers derived from the Amended CC&Rs and powers that do not exist under either
25 the original CC&Rs or NRS 116.1201(2). The relief requested by the Lytle Trust is blatantly
26 calculated to ignore the Prior Orders and give the Receiver power it cannot have in order to
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1 accomplish the Lytle Trust's sole purpose – collection of the Rosemere Judgments from the
2 Intervenor and other property owners.

3 **1. The Receivership Order Should be Rescinded Because the Lytle Trust has**
4 **Perpetuated Fraud Upon the Court.**

5 NRCP 60(b) has two separate provisions regarding fraud, including NRCP 60(b)(3),
6 which allows the court to relieve a party from a final judgment for “fraud, misrepresentation or
7 other misconduct of an adverse party” and the “savings clause” which does not specify a time
8 limit for motions seeking relief for “fraud upon the court.” *In re Morabito*, No. 3:13-BK-51237-
9 GWZ, 2018 WL 6006873, at *6-7 (B.A.P. 9th Cir. Oct. 30, 2018), *aff'd sub nom. In re Consol.*
10 *Nevada Corp.*, 778 F. App'x 432 (9th Cir. 2019). The definition of fraud upon the Court includes
11 that species of fraud “which does, or attempts to, subvert the integrity of court itself . . .” *NC-*
12 *DSH, Inc. v. Garner*, 125 Nev. 647, 654, 218 P.3d 853, 858 (2009) (citations omitted). The
13 Nevada Supreme Court recognized that “an attorney is an officer of the court” and “where a
14 judgment is obtained by fraud perpetrated by an attorney acting as an officer of the court, the
15 judgment may be attacked for fraud on the court.” *Id.* (citation omitted).

16 This action was filed on June 8, 2018, just two weeks after the May 2018 Order was
17 entered. The Complaint alleges that “the Association has not paid known creditors of the
18 Association, which includes...the Lytles, which hold multiple judgments against the
19 Association.” Complaint at ¶ 21. The Lytle Trust did not inform the Court of Prior Orders, all of
20 which are directly related payment of the Rosemere Judgments by the property owners. The
21 Prior Orders' conclusions of law about the nature of the Association, the inapplicability of the
22 Amended CC&Rs, and the limited power of the Association, directly impact the power of any
23 receiver that may be appointed to act in its stead. Yet, the Lytle Trust intentionally failed to
24 inform the Court of the Prior Orders, then submitted a proposed order directly contradicting the
25 Prior Orders, including receiver powers that far exceed the CC&Rs and NRS 116.1201(2).

26 In the prior litigation between the property owners and the Lytle Trust, the Court
27 determined that the Rosemere Judgments “are not against, and are not an obligation of the
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1 [Intervenors] to the Lytle Trust” and “are not an obligation or debt owed by the [Intervenors] to
2 the Lytle Trust.” Exhibit 6, May 2018 Order at 7:20-8:9. The Court concluded that the Lytle
3 Trust could not seek collection of the Rosemere Judgments from the property owners and issued
4 a permanent injunction prohibiting the Lytle Trust from taking any further action against the
5 property owners. Yet, this Case was filed for the specific purpose of collecting money from the
6 property owners to pay the Lytle Trust for the Rosemere Judgments.

7 Under Nevada Rule of Professional Conduct 3.3, “(a) A lawyer shall not knowingly: (1)
8 Make a false statement of fact or law to a tribunal or fail to correct a false statement of material
9 fact or law previously made to the tribunal by the lawyer; (2) Fail to disclose to the tribunal
10 legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the
11 position of the client and not disclosed by opposing counsel; or (3) Offer evidence that the
12 lawyer knows to be false.” Under this duty of candor to the tribunal, which is bolstered by NRC
13 11, the Lytle Trust’s counsel should have disclosed the Prior Orders, which directly impact this
14 case and constitute clear legal authority on the issues presented herein.

15 When viewed in light of the procedural circumstances of how this Case was filed, it is
16 clear that the Lytle Trust was attempting an impermissible end run around the Prior Orders. This
17 case was filed just two weeks after the May 2018 Order was issued. According to the Lytle
18 Trust, it had a meritorious appeal, yet filed this Case without waiting for the results. Instead of
19 filing for appointment of a receiver in one of the existing cases where the Rosemere Judgments
20 were issued, the Lytle Trust chose to initiate a new proceeding where the likelihood of a new
21 judge was high. The Lytle Trust did not name any property owner as a defendant in this action,
22 even though the entire purpose was to have a receiver make special assessments on those
23 property owners to pay the Rosemere Judgments. Instead, the Lytle Trust named the Association
24 only, and then “accomplished” service by serving an individual who had not served as a officer
25 of the Association for several years and who the Lytle Trust knew suffers from dementia. The
26 Lytle Trust’s actions, accomplished through its counsel, constitute fraud upon this court because
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1 this court was left unable to properly and impartially adjudicate this action since it knew none of
2 these key facts when it signed the Receivership Order.

3 **2. The Receivership Order Cannot be Based on the Amended CC&Rs**

4 The Lytle Trust's fraud upon the court is highlighted in its Application where it argues
5 that special assessments may be made on the property owners to pay the Rosemere Judgments
6 under the authority of the Amended CC&Rs. *See, e.g.*, Application at Part II.C.4 ("The Amended
7 CC&Rs Grant the Association Authority to Assess Each Unit for Payment of Judgments Against
8 the Association") and Part III.D ("the Amended CC&Rs...provide the Association with the
9 ability to specially assess each unit owner for payment of the judgments"). The Lytle Trust is
10 correct that the Amended CC&Rs had a provision expressly granting the Association power to
11 make special assessments against each property to pay judgments against the Association.
12 Exhibit 3 at Article 10.2(c). However, if the Lytle Trust had informed the Court about the Prior
13 Orders, this argument would not have been possible.

14 The Lytle Trust argued in prior litigation with the property owners that the Amended
15 CC&Rs could still be used as a collection mechanism. However, the Prior Orders rejected these
16 arguments because the Amended CC&Rs had been found to be *void ab initio* in the Rosemere
17 Judgments. Both the July 2017 Order and the May 2018 Order concluded that "the Amended
18 CC&Rs were judicially declared to have been improperly adopted and recorded, the Amended
19 CC&Rs are invalid and have no force and effect and were declared *void ab initio*." Exhibit 4,
20 July 2017 Order at 2:23-3:15, 4:12-23; Exhibit 6, May 2018 Order at 3:9-8:9. The First Order of
21 Affirmance affirmed the District Court's result. *See* Exhibit 5. The Second Order of Affirmance
22 then directly rejected any continued use of the Amended CC&Rs:

23 Moreover, the order granting summary judgment for the Lytles in NRED 2
24 acknowledged that the amended CC&Rs were *void ab initio*, meaning those
25 documents never had force or effect. *See Washoe Med. Ctr. v. Second Judicial*
26 *Dist. Court*, 122 Nev. 1298, 1304, 148 P.3d 790, 794 (2006) (addressing a
27 complaint); *Nev. Power Co. v. Metro. Dev. Co.*, 104 Nev. 684, 686, 765 P.2d
28 1162, 1163-64 (1988) (addressing a statute); *see also Void Ab Initio, Black's Law*
Dictionary (11th ed. 2019) ("Null from the beginning, as from the first moment
when a contract is entered into."). Thus, the stipulation does not apply to the

present case, and, moreover, the CC&Rs upon which the Lytles rely had no force and cannot be used to justify applying NRS 116.3117 here.

Exhibit 7, Second Order of Affirmance at 5-6.

Thus, the Amended CC&R's cannot grant the Association, or any receiver appointed to act on its behalf, any authority because they have no force or effect as a matter of law. This is the result that the Lytle Trust intended. It spent hundreds of thousands of dollars litigating with the Association about the legality and effectiveness of the Amended CC&Rs, ultimately prevailing and obtaining the Rosemere Judgments that concluded, as a matter of law, that the Amended CC&Rs are *void ab initio*. The Lytle Trust then sought to use the Amended CC&Rs as a basis for recording the abstracts of judgment against the Intervenor's properties. The property owners were then forced to spend hundreds of thousands of dollars defending against this improper tactic, and in turn prevailed. This matter has been litigated conclusively and should not be subject to further debate. The Amended CC&Rs have no effect and cannot be used as a basis of special assessment in this case. The only powers the Association or Receiver would be entitled to exercise are those enumerated in the original CC&Rs or NRS 116.1201(2). To the extent that the Receivership Order relies upon authority of the Amended CC&Rs, it must be rescinded.

3. The Receivership Order Exceeds the Original CC&Rs' Scope of Authority.

Since the Amended CC&Rs are *void ab initio*, the only document governing the Rosemere Subdivision is the original CC&Rs, which do not have a power of special assessment. Although CC&Rs are not conventional two-party contracts, they create contractual obligations that bind the parties subject to them. *U.S. Home Corp. v. Michael Ballesteros Trust*, 134 Nev. 180, 185, 192 415 P.3d 32 (2018) (recognizing that the obligations imposed by CC&Rs are contractual in nature); *see also Diaz v. Ferne*, 120 Nev. 70, 73, 84 P.3d 664, 665-66 (2004) (using contract interpretation rules to interpret CC&Rs); *Sandy Valley Assocs. v. Sky Ranch Estates Owners Ass'n*, 117 Nev. 948, 954, 35 P.3d 964, 968 (2001) ("the CC&Rs constituted a written contract to convey land"). Thus, the limitations in the CC&Rs bind the Association. *Regent at Town Centre Homeowners' Ass'n v. Oxbow Constr., LLC*, 419 P.3d 702 (Table) 2018 WL 2431690 *2 (May 24, 2018) (citing *Pinnacle Museum Tower Ass'n v. Pinnacle Mkt. Dev.*

(US), LLC, 282 P.3d 1217, 1221 (Cal. 2012)) (holding that an arbitration clause in CC&Rs was binding on the homeowners' association, even though the association did not exist as an independent entity when the CC&Rs were drafted and recorded). CC&Rs purporting to impose affirmative obligations are to be strictly construed and not enforced unless the obligation is clear and unambiguous. *Beech Mountain Prop. Owners Ass'n, Inc. v. Seifart*, 48 N.C.App. 286, 269 S.E.2d 178 (1980).

In fact, actions taken in excess of the association's power granted by the CC&Rs are unenforceable. *MaJor v. Miraverde Homeowners Ass'n.*, 7 Cal. App. 4th 618, 628, 9 Cal. Rptr. 2d 237 (1992) ("[w]e conclude an association may not exceed the authority granted to it by the CC&R's. Where the association exceeds its scope of authority, any rule or decision resulting from such an *ultra vires* act is invalid whether or not it is a 'reasonable' response to a particular circumstance."); compare *Ekstrom v. Marquesa at Monarch Beach Homeowners Ass'n.*, 168 Cal. App. 4th 1111, 1123-25, 86 Cal. Rptr. 3d 145, 155-56 (2008) (association not entitled to deference where it did not act in accordance with CC&Rs) with *Harvey v. Landing Homeowners Ass'n.*, 162 Cal.App.4th 809, 818-819, 76 Cal.Rptr.3d 41 (2008) (board entitled to deference where it acts in accordance with CC&Rs).

This applies to special assessments. Courts will look to an association's CC&Rs or bylaws to determine proper procedures for levying special assessments. *See, e.g., Beebe v. Bd. of Dirs. of the Bridger Creek Subdiv. Cmty. Ass'n*, 2015 MT 183, 379 Mont. 484, 487, 352 P.3d 1094, 1096 (determining that special assessments must be in accordance with CC&Rs). In fact, special assessments must be authorized by CC&Rs. *See Lovering v. Seabrook Island Prop. Owners Ass'n*, 289 S.C. 77, 344 S.E.2d 862 (S.C.Ct.App.1986), *aff'd as modified*, 291 S.C. 201, 352 S.E.2d 707 (S.C. 1987) (association not authorized to levy special assessments where neither the protective covenants nor the bylaws give association such power); *Brooks v. Northglenn Ass'n*, 76 S.W.3d 162 (Tex. App. 2002) (homeowners association lacked authority to impose assessments in excess of limitation stated in restriction); *Anderson v. Lake Arrowhead Civic Ass'n*, 253 Va. 264, 483 S.E.2d 209 (1997) (covenant limiting the amount community

1 association could assess precluded association from increasing assessment); *Quinn v. Castle*
 2 *Park Ranch Prop. Owners Ass'n*, 77 P.3d 823, 826 (Colo. App. 2003) (concluding that the
 3 CC&Rs did not authorize a special assessment to pave a community road). Even a limited
 4 purpose association can be empowered, through its CC&Rs, with the power to make special
 5 assessments. For example, in *Saticoy Bay LLC Series 4500 Pac. Sun v. Lakeview Loan Servicing,*
 6 *LLC*, 441 P.3d 81 (Table), 2019 WL 215833*1 (May 15, 2019), the Court noted that “appellant
 7 acknowledged in district court that a limited purpose association and its unit owners can, under
 8 contract principles, provide in CC&Rs that an association can impose and foreclose a lien for
 9 unpaid assessments.” However, absent that express grant of power, a limited purpose association
 10 does not have that power.

11 Here, the Receivership Order grants power to the Receiver that far exceeds the authority
 12 granted to the Association by the CC&Rs. Under the CC&Rs, the Association has power to
 13 maintain four items – exterior planters, exterior perimeter and frontage walls, the entrance gate,
 14 and the private drive and sewer system. Exhibit 1, CC&Rs at ¶¶ 19-21. The CC&Rs further state
 15 that the cost and expense of this maintenance will be shared equally by the lot owners. *Id.*
 16 Beyond this, there is no express power of assessment and there is no grant of power to make
 17 special assessments for other purposes. There are simply no provisions in the CC&Rs that allow
 18 the Association or the Receiver to collect special assessments to pay the Rosemere Judgments.
 19 Here, the CC&Rs could have granted the Association power to impose special assessments for
 20 this purpose, to lien for nonpayment, and foreclose upon the lien, but they did not.

21 That limitation by exclusion has meaning. In *Caughlin Ranch Homeowners Ass'n v.*
 22 *Caughlin Club*, 109 Nev. 264, 849 P.2d 310 (1993), the Nevada Supreme Court rejected an
 23 attempt to impose an assessment that was not expressly granted in the CC&Rs. The Court based
 24 its holding on *Lakeland Prop. Owners Ass'n v. Larson*, 121 Ill.App.3d 805, 77 Ill.Dec. 68, 459
 25 N.E.2d 1164 (1984), where an association was attempting to impose maintenance fees upon lot
 26 owners. *Caughlin* at 267. The *Larson* court concluded that the imposition of a maintenance fee
 27 constituted a new covenant for which notice was not given, unrelated to those in existence at the
 28

time the lot owner purchased the property and therefore could not be imposed upon the homeowners. *Id.* Like *Caughlin*, in other jurisdictions assessment provisions in restrictive covenants (1) must contain a “sufficient standard by which to measure...liability for assessments,”...(2) “must identify with particularity the property to be maintained,” and (3) “must provide guidance to a reviewing court as to which facilities and properties the...association...chooses to maintain.” *Willow Bend Homeowners Ass’n v. Robinson*, 192 N.C. App. 405, 413, 665 S.E.2d 570, 575 (2008); *See Lovering v. Seabrook Island Prop. Owners Asso.*, 289 S.C. 77, 83, 344 S.E.2d 862, 866 (Ct. App. 1986) (citations omitted). The CC&Rs simply do not contain any such language. The Lytle Trust, through the Receiver, is now attempting to have the Association impose fees upon the property owners for a new assessment for which notice was not given and is not expressly stated in the CC&Rs. This is improper under *Caughlin*.

The Rosemere Judgments (drafted by the Lytle Trust) actually acknowledge this reality. The Order Granting Plaintiffs John Allen Lytle and Trudi Lee Lytle's Motion for Summary Judgment filed July 30, 2013 in Case No. A-09-593497-C, Dept. XII, states:

16. The property owners recognized that the Association did not have powers granted to it other than those granted by the Original CC&Rs. For example, the Association had no power to assess, fine, issue rules and regulations, or undertake other actions commonly reserved for homeowners' associations.

Exhibit 11 at 3. Further, the Order Granting Plaintiff John Allen Lytle and Trudi Lee Lytle's, as Trustees of the Lytle Trust, Motion for Summary Judgment, Case No.: A-10-631355-C, Dept. XXXII entered on November 15, 2016, states:

8. Here, this Court has declared the Amended CC&Rs void ab initio, meaning that they never had any force and effect. The liens in questions are all based on assessments that were levied pursuant to the Amended CC&Rs. As a result, the assessments and resulting liens are invalid and must be similarly declared void ab initio.

Exhibit 12 at 7:14-17.

These Orders underlying the Rosemere Judgments unequivocally state that the Association does not have the power to assess fines pursuant to the CC&Rs. Given these findings of fact and conclusions of law, it is clear why the Lytle Trust did not go back to these same courtrooms to

1 obtain a receiver. The Lytle Trust, through fraud on the court, is now making exactly the
2 opposite argument to this Court. The Receivership Order must be rescinded.

3 **4. The Receivership Order Exceeds the Authority Granted by NRS Chapter 116**
4 **to Limited Purpose Associations**

5 The Association is a limited purpose association. Exhibit 4, July 2017 Order at 3:3-5,
6 3:13-15, 4:12-13; Exhibit 5, First Order of Affirmance at 4; Exhibit 6, May 2018 Order at 4:12-
7 14, 4:22-25, 7:20-24; Exhibit 7, Second Order of Affirmance at 2. A limited purpose association
8 is not governed by NRS Chapter 116, except those provisions specifically enumerated in NRS
9 116.1201(2). In *Saticoy Bay LLC Series 4500 Pacific Sun v. Lakeview Loan Servicing, LLC*, 441
10 P.3d 81 (Table), 2019 WL 2158334, *1 (May 15, 2019), the Nevada Supreme Court upheld
11 Judge Timothy Williams' (the Judge that issued the July 2017 Order) finding that because a
12 homeowners association was a limited purpose association ("LPA"), it was not governed by NRS
13 Chapter 116. In fact, the Court declined to extend NRS Chapter 116 to the LPA even though a
14 provision of its CC&Rs implicated NRS Chapter 116. *Id.* at 2 ("Finally, although Article 7.4 [of
15 the CC&Rs] authorizes Blue Diamond to conduct a foreclosure sale 'in like manner' as provided
16 in NRS Chapter 116, we are not persuaded that a limited purpose association automatically
17 becomes subject to NRS Chapter 116 simply by virtue of following that Chapter's process for
18 conducting foreclosure sales."); *see also Bank of America, N.A. v. Aspen Meadows*, 2019 WL
19 2437453 (D. Nev. 2019) (LPA is not entitled to a superpriority lien under NRS 116, even though
20 the association conducts foreclosure sales "in like manner" as provided by NRS 116).

21 The First Order of Affirmance and Second Order of Affirmance confirmed that LPAs are
22 not subject to NRS Chapter 116, except the enumerated statutory exceptions. Exhibit 5, First
23 Order of Affirmance at 4; Exhibit 7, Second Order of Affirmance at 2. Under NRS 116.1201(2),
24 an LPA is only subject to the following provisions of Chapter 116: NRS 116.31155 – LPA
25 required to pay the fees imposed on the Association to pay for the costs of administering Office
26 of Ombudsman and Commission; NRS 116.31158 – LPA required to register the Association
27 with the Ombudsman; NRS 116.31038 – LPA required to deliver to the Association certain
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1 property held or controlled by declarant; NRS 116.31083 – LPA required to notice and hold
2 meetings of the executive board, take minutes and periodically review certain financial and legal
3 matters at meetings; NRS 116.31152 – LPA required to prepare a study of reserve in accordance
4 with the requirements of this section including submission to the Division; NRS 116.31073 –
5 LPA required to maintain, repair, restore and replace security walls; and NRS 116.4101 to
6 116.4112 – LPA required to comply with the requirements for a Public Offering Statement.

7 Some of these provisions have a reference to assessments. For instance, under NRS
8 116.4106(c), a Public Offering Statement must include, without limitation: “(3) A statement as
9 to whether the declarant has determined or anticipates that the levy of one or more special
10 assessments will be required within the next 10 years to repair, replace and restore any major
11 component of the common elements or to provide adequate reserves for that purpose.” However,
12 that provision would not apply here, because it “applies only to a common-interest community
13 comprised of a converted building or buildings containing more than 12 units that may be
14 occupied for residential use.” NRS 116.4106(2). Therefore, no power of special assessment for
15 this Association can be derived from NRS 116.4106.

16 Similarly, NRS 116.41095 sets forth a form for disclosures or information that must be
17 provided with a Public Offering Statement. This form includes the warning “The executive board
18 of the association may have the power to change and increase the amount of the assessment and
19 to levy special assessments against your property to meet extraordinary expenses.” However, a
20 boilerplate warning for all common interest communities in Nevada of a power that an
21 association “may” have does not mean that this particular Association actually has that power.

22 As discussed above, the CC&Rs impose the burden of maintaining the exterior security
23 walls on the Association. NRS 116.31073, which expressly applies to the Association under NRS
24 116,1201(2)(a)(3)(III), governs the maintenance of security walls. It contains this limitation on
25 assessments for that purpose: “Notwithstanding any other provision of law, the executive board
26 is prohibited from imposing an assessment without obtaining prior approval of the units’ owners
27 unless the total amount of the assessment is less than 5 percent of the annual budget of the
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1 association.” NRS 116.31073(3)(c). There is nothing about levying special assessments for other
2 purposes in this language.

3 There are provisions in NRS 116 that do grant the power to levy assessments, impose
4 fines, lien property, and foreclose on those liens. For instance, NRS 116.3115 states that
5 “Assessments to pay a judgment against the association may be made only against the units in
6 the common-interest community at the time the judgment was entered, in proportion to their
7 liabilities for common expenses.” But NRS 116.3115 is not specifically enumerated in NRS
8 116.1201(2). Just as the Prior Orders conclusively held that NRS 116.3117 did not apply to the
9 Association, the same result must be reached for NRS 116.3115 and any other provision
10 excluded by NRS 116.1201(2). *See* Exhibit 5, First Order of Affirmance at 3-8 (rejecting the
11 Lytle Trust’s statutory, contractual, and equitable arguments for extension of NRS 116.3117 to
12 the Association because, among other reasons, it was not enumerated in NRS 116.1201(2));
13 Exhibit 7, Second Order of Affirmance at 3-6 (again rejecting the same arguments).

14 In short, none of the statutory provisions governing LPA’s allow the Association or the
15 Receiver to impose fees upon the homeowners for the Rosemere Judgments. In contrast, NRS
16 116.3115, which does **not** govern LPAs or this Association, does provide this power. This power
17 was expressly excluded from the provisions of NRS 116 that govern LPAs. For the same reasons
18 already declared by the Nevada Supreme Court, this Court cannot allow special assessments
19 under NRS 116 as argued by the Lytle Trust and Receiver.

20 **5. The Association Should Not be Granted Implied Powers to Assess Fines.**

21 Without authority to make special assessments under the CC&Rs or NRS 116.1201(2),
22 the Receiver argues that such powers may be implied. The Receiver cites to *D.R. Horton, Inc. v.*
23 *Eighth Judicial Dist. Court*, 125 Nev. 449, 457 (2009), for the proposition that Nevada courts
24 “have long recognized...that common interest communities have certain implied powers at their
25 disposal even if such powers are not explicitly enumerated.” The Receiver’s reliance on *D.R.*
26 *Horton* highlights the importance of the Prior Orders on this case. The Lytle Trust had similarly
27 argued that *D.R. Horton* gave it the power to record a judgment lien against the individual
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1 properties, even though NRS 116.3117 was not enumerated in NRS 116.1201(2). The First Order
2 of Affirmance rejected the Lytle Trust's arguments based on *D.R. Horton*. Exhibit 5 at 6-7.

3 *D.R. Horton* does not support the Receiver's position. *D.R. Horton* is not a contractual
4 interpretation case. It does not address whether a power of special assessment may be implied for
5 an LPA that does not expressly grant that power in its CC&Rs. *D.R. Horton* is a statutory
6 interpretation case, specifically looking at whether a party has standing when that right is not
7 expressly granted by NRS 116. It holds that statutory language must be given its plain meaning if
8 it is clear and unambiguous. *D.R. Horton, Inc.*, 123 Nev. at 476, 168 P.3d at 737. As explained
9 above, the provisions of NRS 116 that apply to a limited purpose association are limited to those
10 that are expressly enumerated in NRS 116.1201(2). The Nevada Supreme Court already decided
11 that "the plain language of the statute is clear." Exhibit 5 at 4. On its face, NRS 116.3115, which
12 grants special assessment rights, is not included, which should be enough to end the discussion
13 under the reasoning of *D.R. Horton*.

14 The Receiver then cites to *Artemis Expl. Co. v. Ruby Lake Estates Homeowner's Ass'n*,
15 135 Nev. Adv. Op. 48; 2019 WL 4896442 (2019) (unpublished disposition) and *Double*
16 *Diamond v. Second Jud. Dist. Ct.*, 131 Nev. 557, 563 (2015), for the proposition that implied
17 powers have been granted to common interest communities such as imposing assessments on its
18 members. However, neither of these cases are about limited purpose associations - they only
19 relate to associations within the purview of NRS Chapter 116 with very different CC&Rs than
20 those at issue in this case. *See* cases generally. As explained above, NRS 116.3115 grants special
21 assessment powers to regular common-interest community associations and provides a powerful
22 statutory basis to imply authority to make a special assessment when the CC&Rs are silent.
23 However, that is not applicable here. Further, while *Artemis Expl. Co.* deals with assessments, it
24 addresses only assessments for maintaining common elements that the CC&Rs require the
25 association to maintain. 2019 WL 4896442 at * 5. The Court did not go so far as to say that
26 assessments could be imposed for other reasons like judgments. *Id.*

1 *Double Diamond* is also not about a limited purpose association but about a regular
 2 common interest community trying to determine if a 90 days' notice requirement in NRS
 3 116.3105(2) could act as a statute of limitations for a notice recipient to commence litigation.
 4 131 Nev. at 564. It does not address assessments and is inapplicable here. The Courts in these
 5 cases may rely upon Restatement of Servitudes §§ 6.2 and 6.4 to imply powers, but those powers
 6 are implied based on the express enumerated powers of the CC&Rs at issue in those cases which
 7 are much different than those present here. Here, the CC&Rs empower the Association to
 8 maintain the common areas and require that all lots share that expense. While a power of
 9 assessment to make payment for maintaining the entrance gate, for example, could be implied
 10 based on *Artemis*, there is no basis for that implication when it comes to special assessments to
 11 pay a judgment unrelated to express powers.

12 The Receiver further argues that the Association must be able to pay judgments for
 13 injuries in common areas. But there are no "common" areas in which injuries can occur. All
 14 areas of the Subdivision are owned by each of the lot owners. While the property owners
 15 committee is given the power to maintain the exterior planters, exterior walls, entrance gate, and
 16 private drive/sewer system, these elements are not actually owned by the Association.

17 The Receiver also argues that NRS 116.4117(1)(b)(1) allows the Association to make
 18 assessments because under this statute an owner can file a civil action for damages against an
 19 association. This argument falls flat because the statute is not one of those enumerated in NRS
 20 116.1201(2). Further, the CC&Rs do not allow for homeowners to sue the Association. The only
 21 remedy allowed by the homeowners is to sue one another directly:

22 Except as otherwise provided herein, Subdivider or any owner or owners of any of the
 23 lots shall have the right to enforce any or all of the provisions of the covenants,
 24 conditions and restrictions upon any other owner or owners. In order to enforce said
 25 provision or provisions, any appropriate judicial proceeding in law or in equity may be
 26 initiated and prosecuted by any such lot owner or owners against any other owner or
 27 owners.

28 Exhibit 1, CC&Rs at ¶ 24. The Rosemere Judgments confirm this:

4. The Original CC&Rs then grant each homeowner, and not any homeowners'
 association, the power to enforce the Original CC&Rs against one another.

1 18. Consistent with the absence of a governing body, e.g. unit-owners' association,
2 delegated with the duty to enforce the Original CC&Rs, the Developer provided each
homeowner the right to independently enforce the Original CC&Rs against one another.

3 Exhibit 11 at 2, 9. Thus, since at least 2013, there has been a Court Order in place recognizing
4 that the Association does not have the power to enforce the CC&Rs against the individual
5 homeowners.

6 The Receiver next argues that the CC&Rs' use of the phrase "liens established
7 hereunder" provides the Association the implied power to lien. This particular paragraph states:

8 A breach or violation of these CC&R's or any re-entry by reason of such breach
9 or any liens established hereunder shall not defeat or render invalid or modify in
any way the lien of any mortgage or deed of trust made in good faith and for
10 value as to said lots or PROPERTY or any part thereof; that these CC&Rs shall
be binding and effective against any owner of said PROPERTY whose title
11 thereof is acquired by foreclosure, trustee's sale or otherwise.

12 Exhibit 1, CC&Rs at Recitals. This introductory language in the CC&Rs states that breaches of
13 the CC&Rs shall not defeat mortgages or deeds of trusts. This language is simply and only to
14 allow property owners to obtain loans to finance the purchases of their homes. In other words,
15 the words "or any liens established hereunder" is only referring to liens authorized by the unit
owner and does not give the Association the right to attach their Judgments to the Plaintiffs'
16 properties. The Nevada Supreme Court rejected similar arguments made by the Lytle Trust. *See*
17 *First Order of Affirmance* at 8 n.3. The provision does not create a lien right, express or implied.

18 The CC&Rs do not grant the power to lien. Therefore, the power to lien may not be
19 implied nor is it logical or implied that the CC&Rs should contain such. Again, the Rosemere
20 Judgments confirm this:

21 9. There is a strong public policy in protecting property owners in common-interest
22 communities against any alteration of the burdens of character of the community. Rest.
23 3d, Property - Servitudes, § 6.10, Comments.

24 16. In reviewing the language of the Original CC&Rs, the Court must strictly construe
the covenants thereto and any "doubt will be resolved in favor of the unrestricted use of
25 the property...." *Dickstein v. Williams*, 93 Nev. 605,608, 571 P.2d 1169 (1977); *see also*,
e.g., *South Shore Homes Ass'n v. Holland Holidays*, 549 P.2d 1035, 1043 (Kan. 1976);
26 *Duffy v. Sunburst Farms East Mutual Water & Agricultural Company, Inc.*, 604 P.2d
1124 (Ariz. 1980); *Bordleon v. Homeowners Ass'n of Lake Ramsey*, 916 So.2d 179, 183
27 (La. Ct. App. 2005); *Cummings v. Dosam*, 159 S.E.2d 513, 517 (N.C. 1968); *Long v.*
Branham, 156 S.E.2d 235,236 (N.C. 1967).

1 Exhibit 11 at 8, 9. As the Lytle Trust has already argued, allowing the Association an implied
2 lien right would alter the CC&Rs.

3 **6. NRS 82 Should Not Be Used to Expand the Powers of the Receiver.**

4 The Receiver asserts that the CC&Rs and NRS 116.1201(2) can be circumvented by NRS
5 82 to allow the Receiver to impose assessments. The Receiver's own citations contradict this
6 argument. Under the Restatement Servitudes § 6.4 Reporter's Note (2000), "Associations that
7 are incorporated are entitled to exercise powers granted under the applicable corporation statutes,
8 *unless they conflict with the law of common-interest communities.*" Again, this is an LPA and the
9 bulk of NRS 116 does not apply. Expanding the CC&Rs to include all of Chapter 82.131 would
10 conflict with the CC&Rs and the applicable portions of NRS 116 that directly limit that power.
11 In fact, this kind of expansion of power is exactly what was held to be unlawful in the Rosemere
12 Judgments and resulted in the Amended CC&Rs being held to be *void ab initio*.

13 **7. The Order Appointing Receiver Violates the Permanent Injunctions and the**
14 **Receiver is No Longer Acting as a Neutral Party**

15 As explained above, the Order Appointing Receiver violates the Prior Orders in
16 numerous ways. The permanent injunctions bind the Lytle Trust, its "officers, agents, servants,
17 employees, and attorneys; and other persons who are in active concert or participation" with the
18 Lytle Trust. See NRCP 65(d)(2). They prohibit the Lytle Trust from collecting on the Rosemere
19 Judgments from the property owners. The Lytle Trust had actual notice of the permanent
20 injunctions as a party. The Lytle Trust sought out the Receiver's services, presented him to the
21 Court, and advanced the Receiver's costs for the sole purpose of obtaining payment on the
22 Rosemere Judgments from the property owners. The Lytle Trust's counsel wrote the Order
23 Appointing Receiver. The Receiver then acted based on the direction provided by the Lytle
24 Trust, following a course of action set in motion by the Lytle Trust, and indeed proceeded with
25 filing a Motion for Instruction only after obtaining a legal opinion from the Lytle Trust. *See*
26 District Court Receiver's Report for January 2020.

1 The Receiver argues that “This injunction is not relevant to the Receiver’s duty because
2 the Receiver is not acting as an agent of the Lytle Trust but as an agent of the Court.” Motion for
3 Instruction at 5:5-8. Indeed, the Receiver is supposed to be a neutral party appointed by the
4 court. *Anes v. Crown Partnership, Inc.*, 113 Nev. 195, 932 P.2d 1067 (1997), *citing Lynn v.*
5 *Ingalls*, 100 Nev. 115, 120, 676 P.2d 797, 800–01 (1984) (emphasis added). A receiver must act
6 for the benefit of all interested parties. *Fullerton v. Second Judicial Dist. Court In and For*
7 *County of Washoe*, 111 Nev. 391, 400, 892 P.2d 935, 941 (1995); *Shannon v. Sup. Ct.*, 217
8 Cal.App.3d 986, 266 Cal.Rptr. 242 (1990) (emphasis added).

9 Yet, the Receiver has not stayed neutral or acted on behalf all property owners. The
10 Receiver has staked out a position in concert with the Lytle Trust against the other property
11 owners. The Receiver has affirmatively declared that the Prior Orders have nothing to do with
12 this case and do not prohibit it from making special assessments to pay the Lytle Trust. The
13 Receiver declares that he “is not taking any action against the owners or their property directly,
14 rather, the Receiver is satisfying the Judgment through the Association”, “Nonetheless, the
15 Receiver can carry out his duties because: (a) the Receiver’s authority is not limited to the
16 powers enumerated in NRS 116.1201 and the CC&Rs, and (b) the implied authority of common
17 interest communities allows the Receiver to impose the assessments ordered by the Court”, “If
18 the Receiver cannot perform his duties as authorized by this Court’s Order Appointing Receiver,
19 the Association will be left with no means to satisfy the Judgments”, “In granting the injunction,
20 the court only prohibited the *Lytle Trust* from taking action against the Owners and their
21 properties”, and “Therefore, the Court’s order in his matter and the Receiver’s appointment do
22 not run afoul of the injunction related to the Lytle Trust”. Motion for Instructions at 3:3-6, 2:21-
23 23, 5:9-11, 20-25. All of these arguments parrot the arguments made by the Lytle Trust and only
24 benefit the Lytle Trust - one homeowner out of nine (9). In fact, the Receiver has made such a
25 good case for the Lytle Trust, that the Lytle Trust has joined the Receiver’s Motion. Such actions
26 are not neutral nor are they for the benefit of all interested parties. The Receiver’s Motion for
27 Instruction was entirely unnecessary. The Court already told the Receiver in open court that its
28

1 Order Appointing Receiver stands until rescinded. Therefore, the Receiver could have proceeded
2 as ordered, instead of taking sides and pushing the issue for his own benefit.

3 The Receiver is not a disinterested party anymore. His actions demonstrate that he is only
4 interested in preserving his appointment and his ability to make assessments so he can be paid.
5 As such, he is acting as an officer of the Lytle Trust, advancing the Lytle Trust's theories even in
6 the face of legal opposition. He is not acting in the interest of the Association or the property
7 owners. As an agent of the Court, the Receiver should be interested in the fact that the Lytle
8 Trust failed to inform him and this Court of many relevant issues that, in the least, would have
9 been pertinent to the Court's decision on the Receivership Order. The Receiver clearly does not
10 care about these matters.

11 IV. CONCLUSION

12 For the foregoing reasons, the September Trust, Zobrist Trust, Sandoval Trust and Gegen,
13 respectfully request this Court rescind the Order Appointing a Receiver of Defendant Rosemere
14 Property Owners Association in light of the Prior Orders which were not previously presented to
15 the Court.

16 DATED this 26th day of March 2020.

CHRISTENSEN JAMES & MARTIN

17 By: /s/ Wesley J. Smith

18 Wesley J. Smith, Esq.

19 Nevada Bar No. 11871

20 *Attorneys for Intervenors September Trust,*
21 *Zobrist Trust, Sandoval Trust and Gegen*
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I am an employee of Christensen James & Martin. On March 26th, 2020, I caused a true and correct copy of the foregoing OPPOSITION TO RECEIVER'S MOTION FOR INSTRUCTIONS AND COUNTERMOTION TO SET ASIDE OR AMEND RECEIVERSHIP ORDER, to be served in the following manner:

☒ **ELECTRONIC SERVICE:** electronic transmission (E-Service) through the Court's electronic filing system pursuant to Rule 8.05 of the Rules of Practice for the Eighth Judicial District Court of the State of Nevada.

Richard E. Haskin, Esq. (rhaskin@gibbsgiden.com)
 Robin Jackson (rjackson@gibbsgiden.com)
 Shara Berry (sberry@gibbsgiden.com)
 Daniel Hansen (dhansen@gibbsgiden.com)
 Patricia Lee (plee@hutchlegal.com)
 Heather Bennett (hshepherd@hutchlegal.com)
 Dan R Waite (DWaite@lrrc.com)

☐ **UNITED STATES MAIL:** depositing a true and correct copy of the above-referenced document into the United States Mail with prepaid first-class postage, addressed to the parties at their last-known mailing address(es):

☐ **FACSIMILE:** By sending the above-referenced document via facsimile as follows:

☒ **E-MAIL:** electronic transmission by email to the following address(es):

Daniel Foley (Dan@foleyoakes.com)
 Christina Wang (christina.wang@fnf.com)

/s/ Natalie Saville
 Natalie Saville

DECL
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*Attorneys for September Trust, Zobrist Trust, Sandoval Trust,
 and Dennis & Julie Gegen*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

TRUDI LEE LYTLE AND JOHN ALLEN
 LYTLE, AS TRUSTEES OF THE LYTLE
 TRUST,

Plaintiff,

vs.

ROSEMERE ESTATES PROPERTY
 OWNERS' ASSOCIATION; DOES I through
 20, inclusive; and ROE CORPORATIONS 1
 through 80, inclusive,

Defendants.

Case No.: A-18-775843-C
 Dept. No.: XXXI

**DECLARATION OF COUNSEL IN
 SUPPORT OF OPPOSITION TO
 RECEIVER'S MOTION FOR
 INSTRUCTIONS
 AND
 COUNTERMOTION TO SET ASIDE
 OR AMEND RECEIVERSHIP
 ORDER**

Wesley J. Smith, Esq., under penalty of perjury of the laws of the United States of
 America and the State of Nevada:

1. I am a resident of Clark County, Nevada and over the age of 18.
2. I personally prepared this Declaration and I am familiar with all factual statements
 it contains, which I know to be true and correct, except for any statements made on information
 and belief, which statements I believe to be true. I am competent to testify to the same and would
 so testify if called upon as a witness.
3. I am an attorney licensed to practice before all state and federal courts of the State
 of Nevada.

CHRISTENSEN JAMES & MARTIN
 7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117
 PH: (702) 255-1718 § FAX: (702) 255-0871

001941

1 4. I am a shareholder in Christensen James & Martin, Chtd. ("CJM"), counsel for the
2 Plaintiffs, September Trust, dated March 23, 1972 ("September Trust"), Gerry R. Zobrist and
3 Jolin G. Zobrist, as Trustees of the Gerry R. Zobrist and Jolin G. Zobrist Family Trust ("Zobrist
4 Trust"), Raynaldo G. Sandoval and Jule Marie Sandoval Gegen, as Trustees of the Raynaldo G.
5 and Evelyn A. Sandoval Joint Living and Devolution Trust Dated May 27, 1992 ("Sandoval
6 Trust"), and Dennis A. Gegen and Julie S. Gegen, Husband and Wife as Joint Tenants (hereafter
7 "Gegen") (hereafter September Trust, Zobrist Trust, Sandoval Trust and Gegen may be
8 collectively referred to as "Intervenors") in the above-captioned case.
9

10 5. I make this Declaration in support of the Opposition to Receiver's Motion for
11 Instructions and Countermotion to Set Aside or Amend Receivership Order ("Motion").

12 6. A true and correct copy of the Order granting the Motion for Partial Summary
13 Judgment and finding certain Findings of Fact and Conclusions of Law entered on July 25, 2017
14 ("July 2017 Order") in Case No. A-16-747900-C, is attached to the Motion as Exhibit 4.
15

16 7. A true and correct copy of the Nevada Supreme Court's Order of Affirmance
17 entered on December 4, 2018 in Case No. 73039, affirming the July 2017 Order, is attached to
18 the Motion as Exhibit 5.

19 8. A true and correct copy of the Order Granting Motion for Summary Judgment or,
20 in the Alternative, Motion for Judgment on the Pleadings and Denying Countermotion for
21 Summary Judgment executed by the Judge on May 22, 2018, and filed with the Court on May
22 24, 2018 (hereafter "May 2018 Order") in Case No.: A-17-765372-C, is attached to the Motion
23 as Exhibit 6.
24

25 9. A true and correct copy of the Nevada Supreme Court's Order of Affirmance
26 entered on March 2, 2020 in Case No. 76198 (consolidated with 77007) affirming the May 2018
27 Order, is attached to the Motion as Exhibit 7.
28

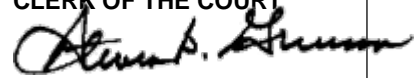
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EXHIBIT C

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EXHIBIT C



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Attorneys for Receiver Kevin Singer

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

TRUDI LEE LYTLE AND JOHN ALLEN
LYTLE, AS TRUSTEES OF THE LYTLE
TRUST,

Plaintiff,

v.

ROSEMERE ESTATES PROPERTY
OWNERS' ASSOCIATION; DOES 1
through 20 inclusive; and ROE
CORPORATIONS 1 through 80,
inclusive,

Defendants;

Case Number: A-18-775843-C
Dept. Number: XXXI

**RECEIVER'S REPLY TO
INTERVENORS' OPPOSITION TO
MOTION FOR INSTRUCTIONS AND
OPPOSITION TO
COUNTERMOTION TO SET ASIDE
OR AMEND RECEIVERSHIP ORDER**

Receiver Kevin Singer (the "Receiver"), by and through the undersigned counsel, files the instant reply to the Intervenor's opposition to the receiver's motion for instructions and opposition to the counter motion to set aside or amend receivership order. This reply is supported by the following points and authorities, the attached exhibits, the pleadings and papers on file herein, and any arguments of counsel that the Court may allow.

///

///

POINTS AND AUTHORITIES

I. Introduction and Background

Plaintiff TRUDI LEE LYTLE AND JOHN ALLEN LYTLE, AS TRUSTEES OF THE LYTLE TRUST (the “Lytle Trust”) obtained multiple judgments and orders against Defendant ROSEMER ESTATES PROPERTY OWNERS’ ASSOCIATION (the “Association”) in the approximate amount of \$1,481,822 (the “Judgments”). This Court appointed the Receiver to, *inter alia*, reinstate the Association and impose a special assessment to satisfy the Judgments.

In response to objections to the Receiver’s authority made by the Intervenor in a correspondence to the Receiver dated January 29, 2020,¹ the Receiver filed a motion for instructions to clarify his authority to fulfill the Court’s directives (the “Motion”). The Intervenor filed an opposition to the Motion (the “Opposition”) and a countermotion to set aside or amend the receivership order (the “Countermotion”). In the Opposition, the Intervenor argue that appointment of the receiver should be set aside because: (1) the Receiver’s actions violate an injunction on the Lytle Trust and because the Receiver is no longer a neutral party; (2) the Receiver’s authority is limited due to the Association’s status as a limited purpose association; and (3), the Court improperly granted the Receiver powers beyond those enumerated in the CC&Rs.² These arguments mirror those made by the Intervenor in the January 29, 2020 correspondence. Each of these positions are untenable because, as the Receiver explains in the Motion, the power to impose an assessment to satisfy the Judgments is necessarily implied by the existence of the Judgments. Accordingly, the Receiver respectfully requests that the Court

¹ The Intervenor consist of 4 different sets of homeowners, to wit: (1) The September Trust dated March 23, 1972; (2) Gerry R. Zobrist and Jolin G. Zobrist as Trustees of the Gerry R. Zobrist and Julie G. Zobrist Family Trust; (3) Raynaldo G. Sandoval and Julie Marie Sandoval Gegen, as Trustees of the Raynaldo G. and Evelyn A. Sandoval Joint Living and Devolution Trust dated May 27, 1992; and (4) Dennis A. Gegen and Julie S. Gegen, husband and wife, as joint tenants (collectively, the “Intervenor”). The Intervenor interpleaded into the case by global party stipulation on March 12, 2020.

² The intervenors argue, *inter alia*, that the Lytle Trust perpetrated fraud on the Court in obtaining the Order appointing the Receiver. The Receiver was not involved at this stage of the litigation so he will refrain from addressing these arguments. By declining to address arguments relating to methods used in the procurement of the order appointing the Receiver, the Receiver does not affirm or deny the veracity of the claims made therein. Such allegations are more suitably addressed by the Lytle Trust.

1 reaffirm his authority to impose assessments in the amount of \$1,500 per month to satisfy the
2 Judgments.

3 **II. Legal Argument**

4 **A. The Receiver is a Neutral Party, so his Authority to Act is Not Limited by an**
5 **Injunction on the Lytle Trust**

6 In their Opposition, the Intervenor argue that the Receiver “has not stayed neutral or
7 acted on behalf of all property owners.” *See* Opp. at 29:9. The Intervenor further claim that the
8 Receiver’s actions “demonstrate that he is only interested in preserving his appointment and his
9 ability to make assessments so he can be paid.” *Id.* at 30:3-4. Based on these dubious claims, the
10 Intervenor argue that the Receiver is prohibited from imposing assessments on the Owners
11 within the Rosemere Estates due to the injunction on the Lytle Trust.

12 These arguments are not only offensive, but wholly unsubstantiated and are tantamount
13 to “name calling,” and other legally unavailing smear tactics. Just like attorneys, Receivers work
14 in exchange for a fee. In the Receiver’s case, it is true that he gets paid out of the assessments,
15 *as ordered by the Court*. There is nothing nefarious or untoward about this payment model as it
16 is how most receivers similarly appointed, get paid.

17 The Intervenor next audaciously claim that the Receiver “could have proceeded as
18 ordered” without filing the Motion. *See* Opp. at 30:1–2. This statement constitutes the height of
19 hubris as it is the *Intervenor’s actions* that necessitated the filing of the Motion in the first
20 instance. In its scathing letter, titled “DEMAND TO CEASE & DESIST VIOLATION OF
21 PERMANENT INJUNCTION” the Intervenor recount past litigation involving the Lytles and
22 accuse the Receiver of colluding to violate a previously entered court order, in a lawsuit that did
23 not even involve the Receiver. The Receiver was therefore not privy to that action. Accordingly,
24 the Receiver did exactly what the Intervenor demanded he do: *i.e.* make the Court aware of the
25 so called “conflicting injunction.” Now that the Receiver has been made aware of, and educated
26 about, the ancillary litigation referenced by the Intervenor, he is more confident now than ever
27 that this Court was well within its rights to appoint him as a Receiver and doing so is not at all in
28

1 conflict with the permanent injunction issued in an unrelated matter, to which neither the Receiver
2 *nor* the HOA, were parties.

3 The Receiver is loyal only to the Court and its directives. In furtherance of those
4 directives, the Lytle Trust acclimated the Receiver to the underlying facts and the bases of the
5 Intervenor's arguments against the Receiver's authority. The legal battles concerning the
6 judgments awarded to the Lytle Trust have been ongoing for many years, and it is quixotic to
7 suggest that the Receiver should develop all the necessary knowledge to perform his duties on his
8 own. But collaboration is not collusion. The Intervenor's attempts to vilify the Receiver ring
9 hollow and illustrate that the Intervenor is grasping at straws in their effort to derail the
10 Receiver.

11 The Receiver is an agent of the Court. *See State v. Wildes*, 34 Nev. 94 (1911). His
12 arguments in favor of his authority to lawfully perform the duties appointed to him do not change
13 that. The Intervenor presents no legal authority to support the notion that a receiver is not a
14 neutral party if he presents arguments in favor of his authority to perform the duties given to him
15 by the Court. The Intervenor directly challenged the Receiver's authority to impose assessments
16 as ordered by the Court, and through independent research, the Receiver articulated why he does
17 have the authority to carry out his function. The Receiver is acting as the Court-appointed
18 individual charged with taking control of the Association. The Association is a judgment debtor
19 and the Receiver is satisfying that debt through the means ordered by the Court. The Receiver's
20 actions benefit the Association because it is in the Association's best interest to satisfy its debts.
21 As with any receiver appointed to take control of an entity to satisfy a judgment, the Receiver's
22 purpose may be in line with any number of the parties involved. This does not signify, however,
23 that the Receiver is not a neutral party or that it is somehow only out to fill his own pockets.
24 Indeed, that argument could be made for *any* paid receiver, appointed anywhere, at any time and
25 for any purpose. The Receiver's Motion in this Action emblemizes a Receiver trying to perform
26 his duties as an Agent of the Court and wanting to seek some assurances from the Court in the
27 face of aggressive posturing and threats of sanctions by the Intervenor.
28

Outside of these salacious accusations, the Intervenor's present no other legal basis in support of their contention that the injunction on the Lytle Trust should apply to the Receiver. Accordingly, a plain reading of the injunction shows that the Receiver and the Association are not implicated in the injunction on the Lytle Trust. Therefore, the Intervenor's arguments to the contrary are improper. Arguments limiting the Receiver's authority are similarly ineffectual.

B. The Association has the Implied Powers to Satisfy Judgments Lawfully Awarded Against It

The intervenors argue that the case law cited by the Receiver regarding the Association's implied powers is unavailing. Specifically, the Intervenor's argue that *D.R. Horton, Inc. v. Eighth Judicial Dist. Court*, 125 Nev. 449, 457 (2009) is inapplicable because *D.R. Horton* is a matter of statutory interpretation. *See* Opp. at 25:5-7. While this is true, it ignores two key takeaways which the Receiver outlines in the Motion. First, the Court in *D.R. Horton* relies on the Restatement (Third) of Properties in reaching its decision. *See* 125 Nev. at 454. Second, although it is a matter of statutory interpretation, the Court in *D.R. Horton* relies on the Restatement to determine that associations may assert claims on behalf of their members even when such power is not expressly enumerated.³ These determinations pave the way for the Court's recent decision in *Artemis Expl. Co. v. Ruby Lake Estates Homeowner's Ass'n*, 135 Nev. Adv. Op. 48; 2019 WL 4896442 (2019) (Unpublished Disposition).

As explained in the Motion, in *Artemis*, the Court, by applying the Restatement (Third) of Property, held that assessments may be imposed even though such assessments were not expressly enumerated in the association's CC&Rs. *See id.* at *5. The Intervenor's argue that *Artemis* is inapposite because NRS 116.3115, which they argue is inapplicable to limited purpose associations, grants special assessment powers and proves a powerful statutory basis for special assessments which is not relevant here. *See* Opp. at 20-23. Even if NRS 116.3115 is inapplicable, one means of implying authority does not necessarily preclude other means of implication, and

³ The Intervenor's cite the December 4, 2018 Order of Affirmance for the proposition that "[t]he Nevada Supreme Court already decided that 'the plain language of the statute is clear' and the special assessments are not powers enumerated within the statutes applicable to limited purpose associations. However, the Receiver does not assert that the statute is applicable. Therefore, this argument is a red herring.

1 the Intervenor do not argue as such. The Intervenor also argue that *Artemis* is inappurtenant
2 because the Court implied assessments for maintaining common elements, not for other reasons
3 such as judgments. This is irrelevant, however, because the principles laid out in *Artemis* provide
4 a guide to the appropriate measures here.

5 Specifically, the Court in *Artemis* interpreted the Restatement (Third) of Property
6 (Servitudes) to determine that assessments could be imposed on homeowners to maintain
7 common elements of a common-interest community even though no express obligation to pay
8 such assessments existed in the governing documents. *See* 2019 WL 4896442 at *5. The Court
9 coupled the Restatement Third § 6.2 and an express rejection to maintain the common elements
10 by Elko County Board of Commissioners to determine that it is “necessarily implie[d] that unit
11 owners will be responsible for such maintenance.” *Id.* Using the same principles, the Court used
12 in *Artemis*, it can be determined that it is necessarily implied that the Association must have means
13 by which to satisfy judgments against it.

14 Here, courts awarded the Lytle Trust multiple monetary judgments against the
15 Association. These very same courts recognized that the Association is a limited purpose
16 association and that the Original CC&Rs did not expressly convey the power to impose special
17 assessments or liens. Later orders from other courts, would then determine that the Judgments
18 may not be satisfied through homeowners within the Association directly. If individual owners
19 cannot satisfy the judgment, then it is necessarily implied that the Association must satisfy the
20 judgment. If the Association, has a judgment against it, and it is the sole party capable of
21 satisfying the judgment, then it necessarily must have means to satisfy the judgment, a debt the
22 Association is obligated to satisfy. *See Milliken v. Sloat*, 1 Nev. 573, 590 (1865) (explaining that
23 a judgment is a debt). Looking to the Restatement (Third), it can be implied that an assessment
24 to pay the Judgments is proper even when such an obligation is not expressly enumerated because
25 it is the only means by which the Association can satisfy judgments against it which necessitate
26 satisfaction.⁴ *See* Restatement Servitudes § 6.5 (1). In fact, other courts have relied on a similar

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28 ⁴ Notably, a review of the previous judgments shows that the amended CC&Rs were originally adopted by
a vote of five owners within the Association and that the amended CC&Rs specially target the Lytle’s

analysis to determine that a special assessment to satisfy a judgment is proper, even when an association was not authorized to impose such assessments. *See Ocean Trail Unit Owners Ass'n, Inc. v. Mead*, 650 So. 2d 4, 6 (Fla. 1994).

In *Ocean Trail*, the Florida Supreme Court overturned a district court's decision, which prohibited the imposition of a special assessment to satisfy a judgment because the association was not authorized to impose assessments for that purpose. *See id.* at 6. The district court reasoned that "a board of directors cannot be unauthorized to do an act and, at the same time, authorized to impose assessments to pay for the consequences of the unauthorized act." *See id.* The Florida Supreme Court held that the district court's decision "erroneously ignores that the special assessments were collected in order to pay valid judgments against the Association." *Id.* The court ultimately held that "[t]he judgments' existence alone, therefore, authorizes the assessment and necessitates its enforcement." *Id.* at 7.

Here, the existence of the Judgments against the Association alone authorizes the special assessments requested here and necessitates the assessments' enforcement. The Association is obligated to satisfy its common expenses, and the Judgment is one such expense. Accordingly, it is necessarily implied that an assessment may be imposed to satisfy the judgments. The Intervenor's arguments regarding the limitations of NRS 116 and the Original CC&Rs are immaterial to the implied powers of the Association necessitated by the Judgments.

C. Arguments Regarding Powers under the CC&Rs and NRS 116 Do Not Directly Address Arguments that these Powers may be Implied

The Intervenor's argue that the amended CC&Rs cannot be the basis for the order appointing the receiver and that the authority to impose a special assessment cannot be implied from the original CC&Rs. *See Opp.* at 17:3–22:2. In the Motion, the receiver does not point to the amended CC&RS as a source of his authority. To the extent such arguments relate to the application to appoint the Receiver, the Lytle Trust is better suited to address these arguments. The Intervenor's also argue that under the Original CC&Rs and NRS 116, the Association may

undeveloped lot. *See* July 30, 2013 Order at 5:23-24, 6:12-15 attached as Exhibit A. Having determined that the Original CC&Rs controlled and that the Association was a limited purpose Association, the Court nonetheless determined that the Lytle Trust was entitled to monetary damages. *See id.* at ¶11:24.

1 not impose unenumerated assessments. The arguments here do not directly address the Receiver's
2 assertion that under the necessarily implied powers of the Association, it may issue assessments
3 to satisfy judgments against it. Nonetheless, the Receiver will analyze the law cited by the
4 Intervenor here.

5 In support of their Opposition, the Intervenor's cite a panoply of extrajudicial case law
6 spanning from California to Montana. *See* Opp. at 19:7–20:5. For example, the Intervenor cite
7 *MaJor v. Miraverde Homeowners Ass'n*, 7 Cal. App. 4th 618, 628, 9 Cal. Rptr. 2d 237 (1992) in
8 support of the assertion that actions taken in excess of the CC&Rs are unenforceable. This
9 citation is inapplicable here. *MaJor* concerned an amendment to CC&Rs, which effectively
10 terminated the plaintiff's use of common areas. *See* 7 Cal. App. 4th at 626. The Court determined
11 that the amendment was invalid because it terminated a right originally granted in the CC&Rs.
12 *See id.* This Court does not at all address the implied powers of the Association or when powers
13 may be implied in the event of unforeseen circumstances such as Judgments.

14 The Intervenor also cite various cases from other jurisdictions, which ostensibly show
15 that special assessments cannot be imposed without express authorization from the CC&Rs. *See*
16 Opp. at 19:17–20:5. Most of these citations are inapposite because they relate to limitations on
17 pre-existing powers to impose special assessments. One citation which specifically did address
18 unenumerated powers to impose special assessments, *Lovering v. Seabrook Island Prop Owners*
19 *Ass'n*, 289 S.C. 77, 344 S.E.2d 862 (S.C.Ct.App.1986), *aff'd as modified*, 291 S.C. 201, 352
20 S.E.2d 707 (S.C. 1987) was subsequently overturned by statute. *See* SC ST 33-31-302 (15).

21 Additionally, the Intervenor cite to *Saticoy Bay LLC Series 4500 Pac. Sun v. Lakeview*
22 *Loan Servicing, LLC*, 441 P.3d 81 (Nev. 2019) (Unpublished Disposition), although it is unclear
23 what the purpose of the citation is. *See* Opp. at 20:5–10. In *Saticoy Bay*, the Nevada Supreme
24 Court determined an association was not a limited purpose association and made no specific
25 determination regarding the imposition of special assessments or other powers that may be
26 implied to a limited purpose association. Therefore, this citation, like the above, is immaterial to
27 addressing the Receiver's analysis regarding implied powers.

28

1 The Intervenor's argue that because there is no reference to special assessments in the
2 Original CC&Rs, there can be no power to impose such assessments under any circumstance. *See*
3 *Opp.* 20: 17–20. In support of this argument, the Intervenor's cite *Caughlin Ranch Homeowners*
4 *Ass'n v. Caughlin Club*, 109 Nev. 264, 849 P.2d 310 (1993). *See id.* at 20:21–22. This case relates
5 to the amendment of CC&Rs to impose a previously undisclosed assessment rather than implied
6 powers, which may be necessary to effectuate the purposes of an association. *See id.* at 267. Thus
7 here, once again, this case is not directly on point to the issues here.

8 The Intervenor's also raise arguments concerning the Association's authority under NRS
9 116. *See Opp.* at 22:3–25:19. The Intervenor's argue that because NRS 116.3115 does not
10 expressly fall within the exceptions allotted to limited purpose associations under NRS 116 that
11 a special assessment cannot be imposed here. Again, these arguments do not address the
12 Receiver's argument that the power may be implied in spite of such limitations. Contrarily, in
13 the Motion, the Receiver acknowledges that “[t]he CC&Rs and NRS 116.1201 expressly vest the
14 Association with a limited set of powers that do not include the power to issue assessment or
15 fines, or the power to place liens.” *See Mot. for Instructions* at ¶20-21. But, he goes onto assert
16 that “[t]he lack of enumeration does not signify, however, that the Association does not have these
17 powers.” Therefore, these arguments do not directly rebut any assertions made by the Receiver.

18 **D. NRS 82 Provides the Receiver with the Authority to Impose Assessments**

19 The Intervenor's summarily dismiss the Receiver's assertions relating to NRS 82 without
20 much analysis. The Intervenor's argue that NRS 82.131 cannot be applied because the application
21 of NRS 82.131 would conflict with NRS 116's limitations on limited purpose associations. *See*
22 *Opp.* at 28:3-12. This argument is unfounded. As used here, NRS 82 does not conflict with NRS
23 116 but rather provides a method to satisfy the Judgments not otherwise addressed within it.

24 As the Receiver pointed out, the Motion, in another matter brought by the Lytle Trust
25 against the Association, the district court ordered an election of the Board of Directors under NRS
26 82.286. *See Sept. 9, 14, 2017 Order granting Summ. J.* attached as Exhibit B at ¶9. The court in
27 that matter held that “a Board must exist and, as a consequence, so must elections” *See id.* at ¶8.
28 The Court implied the Association's power to host elections based upon the need for a board of

1 directors even though NRS 116.1201 and the CC&Rs do not provide for elections. *See id.* The
2 court then ascertained the election method by looking at the election method in NRS 82.286, even
3 though NRS 116.1201 and the CC&Rs do not provide for a method of elections. *See id.* at ¶9.

4 As detailed above, the existence of the Judgments necessarily implies that they must be
5 satisfied. A means to satisfy the judgment must exist; as a consequence, so must the power to
6 impose assessments. The Court can look to NRS 82 for the methods the Association can use to
7 satisfy the Judgments. NRS 82.131(5) allows the Association to impose an assessment to satisfy
8 the Judgments. Therefore, the Association can impose the proposed assessment. Even if,
9 *arguendo*, the Association is powerless under one body of law to impose assessments, it has the
10 power to impose assessments under another. Thus, this Court properly vested the Receiver with
11 the power to impose assessments and should, respectfully, issue the necessary instructions to
12 confirm and clarify these powers.

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DATED this 9th day of April, 2020.

Patricia Lee (8287)

Attorney for Receiver Kevin Singer

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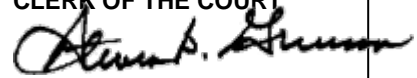
An employee of Hutchison & Steffen, PLLC

EXHIBIT D

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EXHIBIT D



ORD
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*Attorneys for Plaintiffs, Trudi Lee Lytle and
John Allen Lytle, as Trustees of the Lytle Trust*

DISTRICT COURT
CLARK COUNTY, NEVADA

TRUDI LEE LYTLE AND JOHN ALLEN
LYTLE, AS TRUSTEES OF THE LYTLE
TRUST,

Plaintiff,

v.

ROSEMERE ESTATES PROPERTY
OWNERS' ASSOCIATION; DOES 1 through
20, inclusive; and ROE CORPORATIONS 1
through 80, inclusive,

Defendants,

Case No.: A-18-775843-C

Dept. No.: 31

DECISION AND ORDER

Hearing Date: April 8, 2021
Time of Hearing: 9:30 a.m.

On April 8, 2021, a Status Hearing was held in the above-captioned case.

Plaintiff Trudi Lee Lytle and John Allen Lytle, as Trustees of the Lytle Trust were
represented by Dan R. Waite of Lewis Roca Rothgerber Christie LLP.

Defendant Rosemere Estates Property Owners Association (the "Association") previously
defaulted and did not appear.

The Receiver, Kevin Singer, was present and represented by Patricia Lee of Hutchison &
Steffen, PLLC.

1 The Intervenors¹ were represented by Wesley J. Smith of Christensen James & Martin.

2 Pending before the Court are the following four motions:

3 1. Receiver's Motion for Instructions (filed March 16, 2020; argued April 15, 2020)
4 ("Receiver's First Motion for Instructions"),

5 2. Intervenors' Countermotion to Set Aside or Amend Receivership Order (filed
6 March 26, 2020; argued April 15, 2020) ("Intervenors' Motion to Set Aside Receivership"),

7 3. Plaintiff Lytle Trust's Motion to Stay Portions of the Order Appointing Receiver
8 Pending Appeal in Case No. A-16-747800-C (filed September 23, 2020, argued November 10,
9 2020) ("Lytle Trust's Motion for Partial Stay"), and

10 4. Receiver's Countermotion for Instructions (filed October 20, 2020, argued
11 November 10, 2020) ("Receiver's Second Motion for Instructions").

12 The Court having considered the foregoing motions and filings related thereto, having heard
13 the arguments of counsel, and with good cause appearing therefore, the Court hereby enters the
14 following Decision and Orders:

15 DECISION

16 In May 2018, in consolidated cases A-16-747800-C and A-17-765372-C, pending in
17 Department 16 before the Honorable Judge Williams, a permanent injunction was entered against
18 the Lytle Trust (the "May 2018 Order"). Previously, the Lytle Trust obtained three judgments
19 against the Association in three separate actions referred to as Rosemere I, Rosemere II, and
20 Rosemere III (collectively, the "Rosemere Judgments"). The May 2018 Order prohibited the
21 Lytle Trust from enforcing or collecting the Rosemere Judgments or any other judgments against
22 the Association against the Intervenors or their properties.

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26 ¹ The "Intervenors" are as follows: (1) September Trust, dated March 23, 1972, (2) Gerry
27 R. Zobrist and Jolin G. Zobrist, as Trustees of the Gerry R. Zobrist and Jolin G. Zobrist Family
28 Trust, (3) Raynaldo G. Sandoval and Julie Marie Sandoval Gegen, as Trustees of the Raynaldo G.
Sandoval and Evelyn A. Sandoval Joint Living and Devolution Trust dated May 27, 1992, and (4)
Dennis A. Gegen and Julie S. Gegen, husband and wife.

1 On June 8, 2018, the Lytle Trust filed the instant action seeking the appointment of a
2 receiver to (1) collect the Rosemere Judgments, and (2) to ensure the Association complied with
3 Nevada law.

4 On October 24, 2019, the Lytle Trust filed a renewed application for the appointment of a
5 receiver. On December 18, 2019, the Court granted that request and ordered the appointment of a
6 receiver ("Order Appointing Receiver") consistent with a couple of things.

7 First, Nevada law allows for such even for a limited purpose association ("LPA") like the
8 Association.

9 Second, the Association's original CC&Rs do not preclude the Court from appointing a
10 receiver. While the Court was not then aware of Judge Williams's May 2018 Order, the Court
11 became aware of such in conjunction with the Intervenors' motion to intervene, filed on March 4,
12 2020. The Court still finds it was appropriate to appoint a receiver with regards to ensuring that
13 the Association was compliant with Nevada law. More specifically, the Association, regardless if
14 it's a limited purpose or some other type of association, has certain requirements under
15 appropriate Nevada law. In addition, there was nothing in the original CC&Rs that precluded the
16 appointment of a receiver.

17 Third, as Intervenors' counsel acknowledged and as the record shows, the Association has
18 not complied with Nevada statutes and rules applicable to an LPA in order to keep the
19 Association in compliance with LPA parameters.

20 Additionally, the Court notes that the Order Appointing Receiver does not specifically
21 reference the amended CC&Rs. The Court's reliance was on Nevada law regardless of which
22 CC&Rs were in effect, and the Court at that juncture didn't have notice of any conflicting
23 viewpoints on the CC&Rs. Regardless, Nevada law still required that homeowners associations,
24 including LPAs, comply with applicable law.

25 So, the Court concludes that appointing the receiver was proper at the time it was done,
26 and, looking back to the facts as the Court now knows them, the Court still concludes that
27 appointing a receiver was proper. Continuing, the Court breaks down the appointment of a
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receiver into two prongs. The first prong has been described as the Receiver's LPA administrative functions, including to ensure that the Association is in compliance with Nevada law, as described above ("Administrative Functions"). The second prong has been described as the Lytle Trust's request as a judgment creditor to appoint a receiver to collect the Rosemere Judgments the Lytle Trust obtained against the Association ("Judgment Satisfaction Functions").

A. The Receiver's Judgment Satisfaction Functions

Judge Williams's contempt order is, to some extent, related to the Judgment Satisfaction Functions, and is currently on appeal. But, this Court did not have knowledge of the May 2018 Order when it issued its Order Appointing Receiver. So, the Court did not have the benefit of all the information it would have needed to make a determination regarding whether or not a receiver should have been appointed with regard to the Judgment Satisfaction Functions because the Court had not been informed of Judge Williams's May 2018 Order.

B. The Receiver's Administrative Functions

With regard to the Administrative Functions, the Court finds that it made a proper ruling at the time, both with the information it then had and also *nunc pro tunc* with the information it now has because of Nevada law.

C. Payment of the Receiver

1. *Performance of the Receiver's Previous Judgment Satisfaction Functions Should be Paid by the Lytle Trust*

The Court finds that the cost for the Judgment Satisfaction Functions previously performed by the Receiver should be fully paid by the Lytle Trust because those functions only impacted the Lytle Trust, and would not have been delegated, nor apportioned to the Intervenors.

2. *Performance of the Receiver's Previous Administrative Functions and His Future Approved Administrative Functions Should be Paid by all Association Members*

The Court finds that the cost for the Administrative Functions previously performed by the Receiver, as articulated in the October 22, 2020, Errata, is properly divided equally among and paid by all nine Association members. The reasoning for the allocation to all Association members is multifold.

1 First, the Court finds that appointment of the Receiver to perform Administrative
2 Functions was and is not contrary to either Judge Williams's May 2018 Order or his contempt
3 order. One reason for this finding is that Judge Williams's order does not expressly address the
4 Receiver's Administrative Functions because that was not before him. Another reason is that
5 Judge Williams's orders, including his May 2018 Order and his contempt order, must comply
6 with Nevada law. Therefore, he could not have issued an order precluding the Association from
7 complying with appropriate laws imposed on all organizations like the Association. And so this
8 Court must read both of Judge Williams's orders—the May 2018 Order and his contempt order—
9 in compliance with applicable Nevada law. I find that those orders do not preclude the
10 appointment of a receiver for the purpose of ensuring the Association comes into compliance. So,
11 the Court finds the issue regarding the Receiver's Administrative Functions was only before this
12 Court, Department 31, and, therefore, this Court's determination that the Receiver's fees to date be
13 apportioned among all nine Association members is appropriate because that issue is only before
14 this Court and those Administrative Functions were necessary to bring the Association into
15 compliance with Nevada law. Furthermore, the Court finds that no one else has performed those
16 functions. So the Receiver's performance of those functions were not duplicative.

17 Regarding the amount the Receiver should be paid, the Court did not see that there was an
18 express contesting of the dollar amounts billed by the Receiver. More specifically, while the
19 Intervenors contested the fact of whether or not a receiver should have been appointed and
20 whether or not his fees should be apportioned, the Court did not see that there was any challenge
21 to the reasonableness of the actual dollar amounts requested by the Receiver. Even if there had
22 been said contesting of the reasonable amounts, the Court does not have that information. So, the
23 Court cannot say that they are unreasonable. They look reasonable.

24 Second, in addition to Judge Williams's order having to comply with Nevada law, the
25 titling of the case before this Court involved the Association, not the individual property owners,
26 and appointing the Receiver was to ensure that the homeowners association was in compliance.
27 The Court finds and concludes that the appointment of a receiver for these administrative tasks
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1 was purely within the scope of Department 31, not in the scope of Department 16, and so the
2 orders that this Court issued would not be in conflict with anything issued by Judge Williams.

3 **D. Bases for Appointment of the Receiver**

4 The Order Appointing Receiver was made pursuant to NRS 32.010(1) and NRS 82.476.
5 Appointment of the Receiver was not based on the amended CC&Rs, as clearly shown in the
6 order signed by this Court. Even though the renewed application for appointment of receiver
7 filed by the Lytle Trust on October 24, 2019, did refer to the amended CC&Rs, the Court found
8 the original 1994 CC&Rs, which are the operative CC&Rs based on rulings by Judge Williams,
9 were applicable to the renewed application. The original CC&Rs do not preclude the appointment
10 of a receiver.

11 NRS 32.010(1) allows appointment of a receiver: "In an action by a vendor to vacate a
12 fraudulent purchase of property, or by a creditor to subject any property or fund to the creditor's
13 claim, or between partners or others jointly owning or interested in any property or fund, on
14 application of the plaintiff, or of any party whose right to or interest in the property or fund, or the
15 proceeds thereof, is probable, and where it is shown that the property or fund is in danger of being
16 lost, removed or materially injured." In issuing the Order Appointing Receiver, the Court did
17 find that those factors of NRS 32.010(1) applied in this case.

18 NRS 82.476(1) further provides: "The district court, at the time of ordering the injunction
19 upon petition of the creditors or members, or at any time afterward, may appoint a receiver or
20 receivers or a trustee or trustees for the creditors and members of the corporation."

21 So, therefore, the appointment of a receiver over the Association was appropriate and in
22 accordance with the applicable 1994 CC&Rs and with Nevada statutes. Indeed, looking to the
23 underlying 1994 CC&Rs, it addresses the property owners committee shall consist of all lot
24 owners within the subdivision and shall determine things like the type and cost of landscaping,
25 exterior painting wall, the entrance via the private drive, etc. None of those provisions precluded
26 the appointment of receiver as otherwise allowed by Nevada Revised Statutes.

1 The May 2018 Order by Judge Williams reiterated that, as set forth in Judge Williams's
2 July 25, 2017, order the Association had previously been found to be a limited purpose
3 association as referenced in NRS 116.1201(2). And NRS 116.1201(2) requires that limited
4 purposes associations (1) shall pay the fees required pursuant to NRS 116.31155 unless the
5 association does not intend to use the services of an ombudsman; (2) shall register with the
6 ombudsman office pursuant to NRS 116.31158; (3) shall comply with the provisions of NRS
7 116.31038, which governs the delivery of property, including documents required for
8 incorporation, etc. NRS 116.31083 requires meetings of the executive board to be at least every
9 quarter, covers notice, etc. NRS 116.31073 makes the association responsible for maintenance,
10 repair, restoration, replacement of security walls.

11 Based on the pleadings thus far, nothing shows that the above functions were being done.
12 The Court confirmed such at the last hearing and other hearings, and therefore the Order
13 Appointing Receiver was appropriate back in 2019. It appears from the records presented to the
14 Court that the last Association board election was March 24, 2010, and there have been no
15 meetings since 2013. The dues to the Nevada Secretary of State and the Nevada Department of
16 Real Estate had not been paid, and the Association was in a revoked status.

17 Those are other bases supporting why it was obviously appropriate to appoint a receiver to
18 ensure that the Association complied with Nevada law. And, of course, nothing in Judge
19 Williams's orders would otherwise preclude the Association from complying with the Nevada
20 Revised Statutes. Therefore, it was appropriate to appoint the Receiver and proper for the
21 Receiver to undertake the Administrative Functions as articulated in the Errata to Receiver's
22 Second Motion for Instructions filed on October 22, 2020. It is therefore proper for each
23 homeowner to pay the Receiver's Administrative Functions that did not involve judgment
24 collection.

25 The Court notes that the Order Appointing Receiver, at page 2, paragraph 4, number 2,
26 states that the Receiver is directed by the Court to "issue and collect a special assessment upon all
27 owners within the Association to satisfy the Lytle Trust's judgments against the Association." As
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discussed above, when this Court issued the Order Appointing Receiver, it was not aware of Judge Williams's May 2018 Order. The quoted portion of the Order Appointing Receiver should not be applicable going forward. However, the portion of the Order Appointing Receiver indicating that the Receiver has the authority to assess all Association unit owners to pay for any operation costs is appropriate.

In a nutshell, this Court views the complaint before this Court as having two parts: The first part regards the Receiver's Judgment Satisfaction Functions. The second part regards the Receiver's Administrative Functions to bring the Association into compliance with the Nevada Revised Statutes. Regarding these Administrative Functions, such was proper, both at the time it was done and *nunc pro tunc* for the reasons stated herein, and for the other reasons that are in the parties' various pleadings.

ORDER

Based on the foregoing Decision, the Court enters the following orders on the four pending motions:

1. The **LYTLE TRUST'S MOTION FOR PARTIAL STAY** is hereby GRANTED IN PART AND DENIED IN PART as follows:

A. The Receiver's Judgment Satisfaction Functions as set forth in the Order Appointing Receiver are stayed pending further order of this court, where "Judgment Satisfaction Functions" consist of (1) the entirety of paragraph 2 of the Order Appointing Receiver,² (2) that portion of paragraph 10(q) that provides "... or to pay for judgments against the Association," and (3) any other rights or duties to satisfy the Association's obligations, as a judgment debtor, to the Lytle Trust, as a judgment creditor. The stay on the Receiver's Judgment Satisfaction Functions shall remain in effect until modified by further order of the Court following resolution of the appeal from Judge Williams's contempt order in Case No. A-16-747800-C.

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² Pursuant to paragraph 2, the Receiver was directed to: "Issue and collect a special assessment upon all owners within the Association to satisfy the Lytle Trust's judgments against the Association." As set forth herein, this portion of the Order Appointing Receiver is stayed pending further Order of the court.

1 B. The Receiver's Administrative Functions, which are not stayed, include the
2 following:

- 3 1) organize and oversee the election of the Association's governing
4 board,
5 2) advise the board regarding what it needs to do and monitor
6 compliance, including that meetings are held, that they are held in a neutral
7 location, and that no Association members are excluded from attendance or
8 meaningful participation,
9 3) as directed by the Receiver exercising his discretion, oversee
10 collection and organization of the Association's books and records and, to that end,
11 a) the Court orders that all persons subject to this Court's
12 jurisdiction to turn over all Association books and records within their
13 possession, custody, or control, to either the Receiver or the new board, and
14 b) the Court orders that all persons subject to this Court's
15 jurisdiction who paid any bills on behalf of the Association since the
16 Receiver was appointed shall provide evidence of such to the Receiver,
17 4) ascertain if the Association is required to file tax returns and advise
18 the parties of such and the Receiver's recommendations regarding such, and
19 5) the parties should meet and confer regarding any additional tasks
20 they wish the Receiver to perform or otherwise believe the Receiver must perform
21 and, in the case of agreement, may present such to the Court in the form of a
22 stipulation and order or, in the case of disagreement, may request a status check
23 hearing for the Court to resolve the disagreement.

24 2. The **RECEIVER'S FIRST MOTION FOR INSTRUCTIONS** and **RECEIVER'S SECOND**
25 **MOTION FOR INSTRUCTIONS** are hereby GRANTED to the extent they requested instruction,
26 which the Court hereby provides:

27 A. The Receiver should get paid for his charges, as articulated in his October
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1 22, 2020 Errata, for the Judgment Satisfaction Functions from the Lytle Trust because it is the
2 beneficiary of those efforts. The Lytle Trust's responsibility to bear the cost of the Receiver's
3 Judgment Satisfaction Functions includes any portion of the \$10,000 the Lytle Trust advanced to
4 the Receiver.

5 B. The Receiver is entitled to be compensated for his charges, as articulated in
6 his October 22, 2020 Errata, by all Association members for performing the Receiver's
7 Administrative Functions except related to setting up the board of directors and tasks incidental
8 thereto, which the Receiver has indicated will be performed without charge to any party.

9 C. The Receiver shall perform an accounting of his charges articulated in his
10 October 22, 2020 Errata, allocating separately the charges billed for Judgment Satisfaction
11 Functions versus Administrative Functions. The Receiver's accounting shall also include the
12 charges billed by his counsel, with a similar allocation between Judgment Satisfaction Functions
13 and Administrative Functions. Per the Receiver's representations, his efforts (and those of his
14 counsel) to be performed associated with setting up the Association board will be at no charge to
15 the Association's members.

16 D. The parties shall have the opportunity to review and agree on the Receiver's
17 statements of charges (including those billed by his counsel) and accounting with regard to the
18 allocation between the Judgment Satisfaction Functions and Administrative Functions prior to
19 payment of said charges. The Receiver's counsel shall include an analysis of the *Brunzell* factors
20 with their statements. Should the parties be unable to reach agreement on the charges, the parties
21 may file an appropriate request with the Court for further proceedings.

22 E. Additionally, the Lytle Trust is entitled to be reimbursed from each of the
23 other eight Association members for 1/9th (11.11%) of \$10,000, reduced by the percentage that the
24 Judgment Satisfaction Functions bear in relation to the total charges for all services performed by
25 the Receiver, including the Receiver's counsel. As a hypothetical example, if the Receiver
26 allocates 75% of his charges and those of his counsel to Administrative Functions (with the other
27 25% allocated to Judgment Satisfaction Functions), then each Association member would owe the
28

1 Lytle Trust 11.11% of \$7,500, or \$833.25.

2 F. The Lytle Trust is entitled to a credit for all amounts it previously advanced
3 and paid to the Receiver.

4 G. Nothing herein alters any agreements that exist between the Receiver and
5 the Lytle Trust regarding payment for past services.

6 H. Going forward, the Receiver is entitled to be compensated for all his
7 services, including those of his counsel, except the costs associated with overseeing an election of
8 the Association's board. Regarding any other tasks to be performed by the Receiver, the Receiver
9 shall provide the parties with an estimate of the cost to perform the task, including all related
10 charges by, for example, his counsel. The parties can thereafter evaluate whether to authorize the
11 Receiver to move forward with such task(s) but the Receiver is not obligated to commence work
12 on such task(s) until there is an agreement by the parties or a court order regarding both the scope
13 of the task(s) to be performed and an agreement to pay the estimated cost. If the parties or Court
14 authorize additional tasks, the Receiver's actual charges for such will not exceed the estimate by
15 more than 10% without approval of the parties or Court order.

16 3. The **INTERVENORS' MOTION TO SET ASIDE RECEIVERSHIP** is hereby DENIED as
17 to the request to set aside the receivership in its entirety, but is GRANTED with regard to a stay
18 for the Judgment Satisfaction Function of the receivership until the Contempt Order is decided by
19 the appellate court, and DENIED WITHOUT PREJUDICE as to the Administrative Functions.

20 IT IS SO ORDERED without prejudice to any party's right to seek modifications to this
21 Order as future circumstances warrant or to seek further instructions.

22  5/25/21
23
24
25
26
27
28

Submitted by:

LEWIS ROCA ROTHGERBER CHRISTIE LLP

By: /s/ Dan R. Waite

Dan R. Waite, Nevada Bar No. 4078
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
(702) 949-8200

*Attorneys for Plaintiff, Trudi Lee Lytle and
John Allen Lytle, as Trustees of the Lytle Trust*

Approved as to form and content:

HUTCHISON & STEFFEN

By: /s/ Patricia Lee

Patricia Lee, Nevada Bar No. 8287
Peccole Professional Park
10080 W. Alta Drive, Suite 200
Las Vegas, NV 89145
(702) 385-2500

Attorneys for Receiver Kevin Singer

CHRISTENSEN JAMES & MARTIN

By: /s/ Wesley J. Smith

Wesley J. Smith, Nevada Bar No. 11871
7440 W. Sahara Ave.
Las Vegas, NV 89117
(702) 255-1718

*Attorneys for Intervenor September Trust,
Zobrist Trust, Sandoval Trust and Dennis & Julie Gegen*

1 [EXTERNAL]

2 Yes, you may affix my signature for filing. Thanks everyone!

3 Best regards,

4 Sent from my iPhone

5 On May 19, 2021, at 10:15 AM, Waite, Dan R. <DWaite@lewisroca.com> wrote:

6 Thanks Wes. Patty?

7 **Dan R. Waite**

8 Partner

9 <[image000.png](mailto:dwaite@lewisroca.com)>
dwaite@lewisroca.com

D. 702.474.2638

10 **From:** Wesley Smith <wes@cjmlv.com>

11 **Sent:** Wednesday, May 19, 2021 9:25 AM

12 **To:** Waite, Dan R. <DWaite@lewisroca.com>; Patricia Lee <PLee@hutchlegal.com>

13 **Cc:** Horvath, Luz <LHorvath@lewisroca.com>

14 **Subject:** Re: Lytle Trust v. Rosemere Estates Property Owners' Ass'n, et al., Case No. A-18-775843-C

15 [EXTERNAL]

16 Approved. You may affix my e-signature and submit it to the court.

17 Wes Smith

18 Christensen James & Martin

19 7440 W. Sahara Ave.

20 Las Vegas, NV 89117

21 Tel. (702) 255-1718

22 Fax (702) 255-0871

23 wes@cjmlv.com

24 ** Licensed in Nevada, Washington & Utah*

25 Disclaimer - This email and any files transmitted are confidential and are intended solely for the
 26 use of the individual or entity to whom they are addressed.

27 **From:** Waite, Dan R. <DWaite@lewisroca.com>

28 **Sent:** Tuesday, May 18, 2021 6:23 PM

To: Wesley Smith <wes@cjmlv.com>; Patricia Lee <PLee@hutchlegal.com>

Cc: Horvath, Luz <LHorvath@lewisroca.com>

Subject: Lytle Trust v. Rosemere Estates Property Owners' Ass'n, et al., Case No. A-18-775843-C

Good evening Wes and Patty,

1 I accepted the redline change inserted by Patty. The "final" version of the proposed Decision and Order
2 is attached. Please give it a review and let me know if we are authorized to affix your e-signature and
3 submit it to the court. Thanks,

4 Dan

5 **Dan R. Waite**

6 Partner

7 ~image007.jpg~

8 dwaite@lewisroca.com

9 D. 702.474.2638

10 3993 Howard Hughes Parkway, Suite 600
11 Las Vegas, NV 89169

12 **LEWIS**  **ROCA**

EXHIBIT E

001972

EXHIBIT E

Heather S. Smith
CLERK OF THE COURT

DJ
Dan R. Waite, Bar No. 4078
DWaite@lewisroca.com
Chad D. Olsen, Bar No. 12060
COlsen@lewisroca.com
LEWIS ROCA ROTHGERBER CHRISTIE LLP
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*Attorneys for Plaintiff Trudi Lee Lytle and
John Allen Lytle, as Trustees of the Lytle Trust*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

TRUDI LEE LYTLE AND JOHN ALLEN
LYTLE, AS TRUSTEES OF THE LYTLE
TRUST,

Plaintiff,

v.

ROSEMERE ESTATES PROPERTY
OWNERS' ASSOCIATION; DOES 1 through
20, inclusive; and ROE CORPORATIONS 1
through 80, inclusive,

Defendants,

Case No.: A-18-775843-C
Dept. No.: 31

**ORDER REGARDING (1) PLAINTIFF'S
APPLICATION FOR DEFAULT
JUDGMENT, AND (2) INTERVENORS'
COUNTERMOTION TO STRIKE
UNLAWFUL PORTIONS OF THE
COMPLAINT AND ORDER
APPOINTING RECEIVER**

AND

DEFAULT JUDGMENT

**Date of Hearing: March 22, 2023
Time of Hearing: 9:00 a.m.**

Having reviewed and considered:

1. The Application for Default Judgment submitted by Plaintiffs Trudi Lee Lytle and John Allen Lytle, as Trustees of the Lytle Trust, and based upon NRCP 55 and EDCR 2.70, the pleadings and records on file herein, the Declaration of Trudi Lee Lytle,

2. The Intervenor's (1) Opposition to Application for Default Judgment ("Opposition"); and (2) Countermotion to Strike Unlawful Portions of the Complaint and Order Appointing Receiver ("Countermotion"),

1 3. The Defendant Rosemere Estates Property Owners' Association's failure to appear
2 or otherwise participate in this litigation, and default having been previously entered against
3 Defendant on August 30, 2018, and

4 4. The arguments of counsel for Plaintiff (Dan R. Waite) and counsel for Intervenor
5 (Wesley J. Smith) at the hearing conducted on March 22, 2023,
6 the Court FINDS and CONCLUDES as follows:

7 1. Plaintiffs are the current owners of real property located in Rosemere Estates at
8 1930 Rosemere Court, in Clark County, Nevada, APN 163-03-313-009 (the "Property").

9 2. Defendant Rosemere Estates Property Owners' Association ("Association") is a
10 common interest community comprised of nine (9) owners of single-family lots, eight of which
11 are developed, all as more particularly described in the Declaration of Covenants, Conditions and
12 Restrictions, dated January 4, 1994 (the "CC&Rs") for the Association, as recorded in the official
13 records of the Clark County Nevada Recorder's office.

14 3. The CC&Rs and obligations sued upon herein were to be and were executed and
15 performed in Clark County, Nevada. Further, the property at issue that gave rise to this action is
16 located in Clark County, Nevada. As such, venue is proper in this Court.

17 4. Plaintiffs are members of the Association.

18 5. The Association is a limited purpose association pursuant to NRS 116.1201.

19 6. In May 2018, in consolidated cases A-16-747800-C and A-17-765372-C, pending
20 in Department 16 before the Honorable Judge Timothy C. Williams (the "Dept. 16 Case"), a
21 permanent injunction was entered against the Lytle Trust (the "May 2018 Order"). Previously,
22 the Lytle Trust obtained three judgments against the Association in three separate actions
23 (collectively, the "Judgments"). The May 2018 Order prohibited the Lytle Trust "from taking
24 any action in the future directly against the [Rosemere Estates property owners] or their
25 properties based upon the [Judgments]." *See* Order (5/25/21, in this case) at 2:16-22.

26 7. On June 8, 2018, the Lytle Trust filed its complaint in this case, asking for
27 declaratory and other relief relating to enforcing the Association's obligations to operate and
28 maintain the Rosemere Estates community and pay known creditors of the Association, including

1 but not limited to the Lytle Trust. Some of the other relief requested in the complaint was for the
 2 appointment of a receiver over the Association to handle maintenance obligations and day-to-day
 3 activities, including the financial activities regarding assessments and creditors, until a duly
 4 constituted board could be instituted and power transitioned to the board.

5 8. Defendant Association failed to answer or otherwise defend the complaint.
 6 Default was entered against the Association on August 30, 2018.

7 9. On December 18, 2019, this Court issued its Order Appointing A Receiver of
 8 Defendant Rosemere Property Owners Association (“OAR”). The Order Appointing Receiver
 9 vested the Receiver with powers falling into two general categories: (a) Administrative Functions,
 10 and (b) Judgment Satisfaction Functions. Appointing the Receiver and vesting him with the
 11 Administrative Functions was “necessary to bring the Association into compliance with Nevada
 12 law.” *Id.* at 5:14-15. Further, the Court was not aware of the May 2018 Order when it entered the
 13 OAR granting powers to the Receiver for the Judgment Satisfaction Functions.

14 10. On March 16, 2020, this Court entered its Order Allowing Intervention (“Order
 15 (3/16/20)”) whereby four other Rosemere Estate property owners intervened into this action. The
 16 intervenors here (“Intervenors”)¹ were plaintiffs in the Dept. 16 Case. The Lytle Trust was a
 17 defendant in the Dept. 16 Case. The Intervenors made the Court aware of the May 2018 Order
 18 for the first time and argued that the OAR should be rescinded or amended and the Judgment
 19 Satisfaction Functions could not proceed due to the May 2018 Order.

20 11. On April 23, 2020, the Lytle Trust advised this Court that Judge Williams in the
 21 Dept. 16 Case held it in contempt for violating the May 2018 Order by seeking the appointment
 22 of a Receiver here. On May 29, 2020, the Intervenors provided this Court with a written copy of
 23 Judge Williams’s order entered on May 22, 2020, holding the Lytle Trust in contempt for
 24 violating the May 2018 Order (“Dept. 16 Contempt Order”).

25
 26
 27 ¹ The intervenors here are as follows: (1) September Trust, dated March 23, 1972, (2) Gerry
 28 R. Zobrist and Jolin G. Zobrist, as Trustees of the Gerry R. Zobrist and Jolin G. Zobrist Family
 Trust, (3) Raynaldo G. Sandoval and Julie Marie Sandoval Gegen, as Trustees of the Raynaldo G.
 Sandoval and Evelyn A. Sandoval Joint Living and Devolution Trust dated May 27, 1992, and (4)
 Dennis A. Gegen and Julie S. Gegen, husband and wife.

1 12. The Lytle Trust's direct appeal from the Dept. 16 Contempt Order was dismissed.
2 Ultimately, the Lytle Trust sought review of the Dept. 16 Contempt Order by way of a writ
3 petition to the Nevada Supreme Court (consolidated Case Nos. 81689 and 84538).

4 13. On November 12, 2020, this Court entered its Order Staying Action. On May 25,
5 2021, this Court entered its Decision and Order, which had the effect of lifting the Order Staying
6 Action except to the extent of the Receiver's Judgment Satisfaction Functions (as defined in the
7 Decision and Order at 8:17-24), which Judgment Satisfaction Functions were stayed pending
8 outcome of the Nevada Supreme Court's review of the Dept. 16 Contempt Order. The May 25,
9 2021 Decision and Order also declined to rescind the OAR, ruling that, while the Court was not
10 aware of the May 2018 Order when the Court issued the OAR, the Court nevertheless concluded
11 that appointing a receiver was proper with regard to ensuring the Association was compliant with
12 Nevada law.

13 14. On December 29, 2022, the Nevada Supreme Court issued its Order Affirming In
14 Docket No. 81689 And Denying Petition For A Writ Of Mandamus In Docket No. 84538
15 ("Supreme Court Order (12/29/22)"),² stating that the Dept. 16 Contempt Order holding the Lytle
16 Trust in contempt of the May 2018 Order was not a manifest abuse of discretion because "[t]he
17 May 2018 order enjoined the Lytles 'from taking any action in the future directly against' the
18 Property Owners or their homes, and included findings of fact noting that the Amended CC&Rs
19 had no force and effect. Further, at various stages of the Lytles' litigation, the district courts and
20 this court issued orders that the Amended CC&Rs were void ab initio and the Association had no
21 power through the original CC&Rs or NRS Chapter 116 to make assessments against the unit
22 owners." (Supreme Court Order (12/29/22) at 4-5). The Nevada Supreme Court further stated that
23 "[i]n holding the Lytles in contempt, the district court relied, in part, on their having argued that
24 the Association, through the receiver, could make special assessments on the Property Owners for
25 the purpose of paying the judgments when the Association had no power to do so under the
26 original CC&Rs." (*Id.* at 6).

27
28 ² Entered in Consolidated Case No. 81689/84538. A Petition for Rehearing was denied on
February 13, 2023 and a Petition for En Banc Reconsideration was denied on March 27, 2023.

1 15. Since this Court appointed the Receiver and had stayed the Judgment Satisfaction
2 Functions but not the Administrative Functions of the Receiver, this Court notes that the Supreme
3 Court concluded in its Order (12/29/22) that, although “the Lytles were prohibited from enforcing
4 the powers in the Amended CC&Rs, nothing in the plain text of the May 2018 Order prohibited
5 them from seeking the appointment of a receiver over the Association.” (*Id.* at 4, n. 4).

6 16. Plaintiffs filed their Application for Default Judgment on February 10, 2023.

7 17. Intervenors filed their Opposition and Countermotion on February 24, 2023.

8 18. Plaintiffs filed their Reply in support of Application for Default Judgment and
9 Opposition to Intervenors’ Countermotion on March 14, 2023.

10 19. Intervenors filed their Reply in support of Countermotion on March 20, 2023. In
11 Intervenor’s Reply, they raised for the first time a request for the default to be set aside. During
12 the hearing on March 22, 2023, Intervenors withdrew their request for the default to be set aside.

13 20. Plaintiffs have demonstrated the sufficiency of the causes of action stated in the
14 complaint. For example, at the time Plaintiffs filed the complaint, the Association was not
15 maintaining records, a bank account, the landscaping in the exterior wall planters, the exterior
16 perimeter and frontage, the entrance gate, or the private drive and sewer system. Nor did a Board
17 exist to run the Association, the Association was not paying its creditors, and it was in default
18 status with the Nevada Secretary of State and the Nevada Real Estate Division.

19 21. In short, the Association had not complied with Nevada statutes and rules
20 applicable to a limited purpose association. *See* Order (5/25/21) at 3:17-19.

21 22. As a result of the Association’s incorporation as a non-profit corporation on
22 February 25, 1997, pursuant to NRS 82, the Association has been and remains vested with the
23 power to impose assessments upon its members (a) pursuant to NRS 82.131(5), and (b) as implied
24 by necessity as provided in the Restatement (Third) of Property: Servitudes (“Restatement
25 Servitudes”), particularly in Chapter 6 of the Restatement Servitudes. Additionally, since May 27,
26 2021, when the statute was amended, the Association has been and remains vested with the power
27 to impose assessments upon its members as implied by NRS 116.3116 and its application to
28 limited purpose associations pursuant to NRS 116.1201(2)(a)(3)(V).

1 Based on the above FINDINGS and CONCLUSIONS, the Court hereby orders and enters
2 default judgment as follows:

3 **ORDER**

4 Plaintiffs' Application for Default Judgment is granted as set forth in the Default
5 Judgment that follows.

6 Intervenor's Countermotion is denied as procedurally improper. Nevertheless, the Court
7 considered the Intervenor's Opposition and declines to strike any portions of the Complaint filed
8 in this action. Regarding the Order Appointing Receiver, consistent with (1) the Nevada Supreme
9 Court's December 29, 2022 "Order Affirming In Docket No. 81689 And Denying Petition For A
10 Writ Of Mandamus In Docket No. 84538," (2) other orders of the Nevada Supreme Court, (3) any
11 other law of the case, whether it comes from a District Court or the Supreme Court, (4) NRS 82,
12 and (5) NRS 116, including amendments in 2021 applicable to limited purpose associations, e.g.,
13 NRS 116.3116, the Court hereby amends its Order Appointing Receiver (filed 12/18/19)
14 ("OAR") by removing the Judgment Satisfaction Functions (as defined in this Court's Decision
15 and Order (filed 5/25/21) at 8:17-22). This is the Court's "further order" resolving the stay of the
16 Receiver's Judgment Satisfaction Functions contemplated by and set forth in this Court's
17 Decision and Order (filed 5/25/21) at 8:17-24.

18 **DEFAULT JUDGMENT**

19 DEFAULT JUDGMENT in favor of Plaintiffs Trudi Lee Lytle and John Allen Lytle, as
20 Trustees of the Lytle Trust, is hereby entered against Defendant Rosemere Estates Property
21 Owners' Association as follows:

22 1. As long as the Defendant Association exists as a limited purpose association, it
23 must operate as a limited purpose association as required by the CC&Rs and Chapters 82 and 116
24 of the Nevada Revised Statutes. Without limiting the foregoing, the Defendant Association must:
25 (a) maintain the landscaping in the exterior wall planters, (b) maintain the exterior perimeter and
26 frontage, (c) maintain the entrance gate, and (d) maintain the private drive and sewer system.
27 And based on the Association's implied powers and pursuant to NRS 82 and wholly independent
28 of any powers vested by the CC&Rs, the Defendant Association must also (e) ensure that

1 homeowners are paying their assessments, and (f) seek collection activity against any
2 homeowners that have failed to pay their assessments, subject to Paragraph 3, below; however,
3 the Court takes no position on the Plaintiff's Judgments or the collectability of those Judgments,
4 but recognizes that law of the case in other actions may affect those rights. Further, the
5 Defendant Association must (g) perform any other activity required under Nevada law, which,
6 pursuant to this Court's Order (12/29/22), includes complying with NRS 116.31083(7), e.g.,
7 maintaining both an operating account and a reserve account at a financial institution and, once a
8 quarter at an Association board meeting, reviewing the Association's "latest account statements
9 prepared by the financial institutions in which the accounts of the [A]ssociation are maintained,"
10 (see Order (12/29/22) at 6:3-15, 8:9-10);

11 2. Defendant Association must comply with the CC&Rs and Nevada law with respect
12 to the Association's maintenance obligations and day-to-day activities;

13 3. This judgment is intended and shall be construed so as not to conflict with (1) the
14 Supreme Court Order (12/29/22), (2) the May 2018 Order, (3) the Department 16 Contempt
15 Order, (4) any law of the case, whether it comes from a District Court or the Supreme Court, (5)
16 NRS 82, and (6) NRS 116 as that Chapter applies to limited purpose associations, including
17 amendments in 2021 applicable to limited purpose associations, e.g., NRS 116.3116, as any of the
18 foregoing may hereafter be modified or clarified and, to that end, the Court expressly notes that
19 references in this Default Judgment to assessments by the Defendant Association do not rely on
20 either the CC&Rs or NRS 116 (except to the narrow extent that NRS 116.1201 was amended in
21 2021 to make NRS 116.3116 applicable to limited purpose associations) and, nunc pro tunc, did
22 not apply to the Judgment Satisfaction Functions granted under the original OAR and which are
23 removed from the OAR by this Order; and

24 ////

25 ////

26 ////


27 ////

28 ////

4. This Court's view of law of the case is the issue regarding the enforcement of a judgment through a receiver should not have been before this Court. The Court stayed the Judgment Satisfaction Functions to see if the Supreme Court had a different view. The Supreme Court confirmed in the Supreme Court Order (12/29/22) that the Judgment Satisfaction Functions were never before this Court. This Court follows the Supreme Court.

IT IS SO ORDERED, ADJUDGED, and DECREED.

Dated this 12th day of April, 2023



**BC8 A30 E303 0049
Joanna S. Kushner
District Court Judge**

Respectfully submitted by:

LEWIS ROCA ROTHGERBER CHRISTIE LLP

/s/ Dan R. Waite

Dan R. Waite, Bar No. 4078
DWaite@lewisroca.com
3993 Howard Hughes Pkwy., Ste. 600
Las Vegas, NV 89169
(702) 949-8200

Attorneys for Plaintiff

Approved as to form and content:

CHRISTENSEN JAMES & MARTIN

/s/ Wesley J. Smith

Kevin B. Christensen, Bar No. 0175
Wesley J. Smith, Bar No. 11871
Laura J. Wolff, Br No. 6869
7440 West Sahara Avenue
Las Vegas, Nevada 89117

*Attorneys for Intervenor September Trust,
Zobrist Trust, Sandoval Trust, and Dennis &
Julie Gegen*

From: Wesley Smith <wes@cjmlv.com>
Sent: Tuesday, April 11, 2023 1:58 PM
To: Waite, Dan R. <DWait@lewisroca.com>
Cc: Horvath, Luz <LHorvath@lewisroca.com>
Subject: Re: Lytle Trust v. Rosemere Estates: Case No. A-18-775843-C

CAUTION! [EXTERNAL to Lewis Roca]

Dan,

I found 1 minor typo on page 3, line 15, "acton" should read "action" at the end of the sentence. With that change, you may submit with my electronic signature. Thanks,

Wes Smith

Christensen James & Martin
 7440 W. Sahara Ave.
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 Tel. (702) 255-1718
 Fax (702) 255-0871
wes@cjmlv.com

** Licensed in Nevada, Washington & Utah*

Disclaimer - This email and any files transmitted are confidential and are intended solely for the use of the individual or entity to whom they are addressed.


From: Waite, Dan R. <DWait@lewisroca.com>
Sent: Tuesday, April 11, 2023 1:02 PM
To: Wesley Smith <wes@cjmlv.com>
Cc: Horvath, Luz <LHorvath@lewisroca.com>
Subject: Lytle Trust v. Rosemere Estates: Case No. A-18-775843-C

Hello Wes,

All of your changes are accepted. Attached is the finalized version of the draft you sent last night ("Wes fresh redline 4.10.23 7 pm"), which includes some formatting changes once redlines were removed and addition of your signature block. Please let us know if we are authorized to affix your e-signature and submit to Judge Kishner for signature. Thanks,

Dan

Dan R. Waite
 Partner


dwaite@lewisroca.com
 D. 702.474.2638

1 **CSERV**

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4
5
6 Trudi Lytle, Plaintiff(s)

CASE NO: A-18-775843-C

7 vs.

DEPT. NO. Department 31

8 Rosemere Estates Property
9 Owners' Association,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 4/12/2023

16 Joseph Ganley jganley@hutchlegal.com

17 Natalie Saville nat@cjmlv.com

18 Wesley Smith wes@cjmlv.com

19 Laura Wolff ljw@cjmlv.com

20 Piers Tueller ptueller@hutchlegal.com

21 Dan Waite dwaite@lrrc.com

22 Luz Horvath lhorvath@lrrc.com

23 Kaci Chappuis kchappuis@hutchlegal.com

24 Christine Davies cdavies@hutchlegal.com

EXHIBIT F

001983

EXHIBIT F

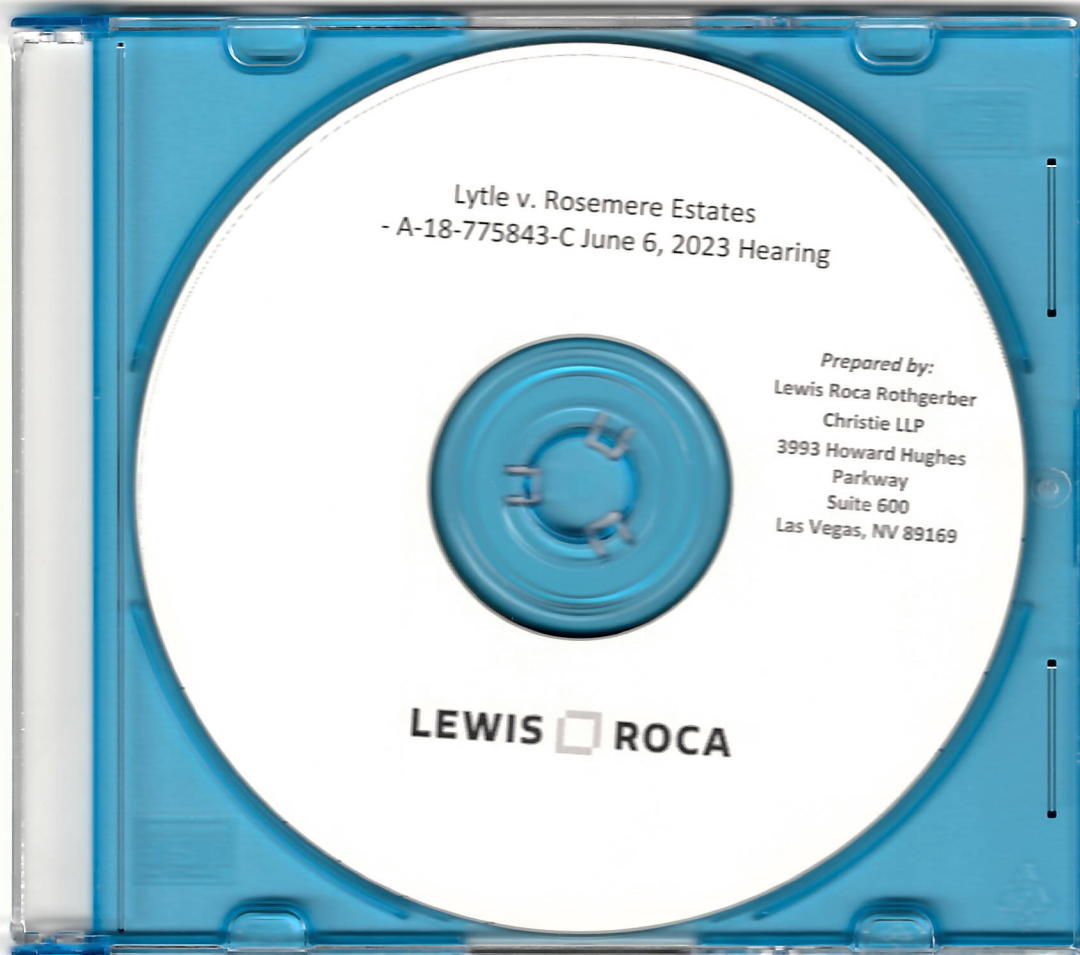


EXHIBIT G

001985

001985

EXHIBIT G

Waite, Dan R.

From: Wang, Christina <Christina.Wang@fnf.com>
Sent: Friday, September 24, 2021 1:12 PM
To: Waite, Dan R.
Subject: RE: Lytle/Disman--dog issue

[EXTERNAL]

This message was sent securely using Zix®

I will speak with my clients. Thanks you.

Christina H. Wang
 Litigation Counsel
 Fidelity National Law Group
 8363 W. Sunset Road, Suite 120
 Las Vegas, Nevada 89113
 702-667-3000 (Main)
 702-667-3002 (Direct)
 702-938-8721 (Fax)
christina.wang@fnf.com

PLEASE NOTE THAT OUR OFFICE HAS MOVED TO THE ABOVE ADDRESS.

The Law Division of Alamo Title Insurance, Chicago Title Insurance Co., Commonwealth Land Title Insurance Co., Fidelity National Title Insurance Co., and Fidelity National Title Group, Inc.

THIS ELECTRONIC MAIL MESSAGE AND ANY ATTACHMENTS ARE INTENDED ONLY FOR THE USE OF THE ADDRESSEE(S) NAMED ABOVE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT AN INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THIS E-MAIL TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVED THIS E-MAIL MESSAGE IN ERROR, PLEASE IMMEDIATELY NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE OR BY TELEPHONE. THANK YOU.

From: Waite, Dan R. <DWaite@lewisroca.com>
Sent: Friday, September 24, 2021 1:07 PM
To: Wang, Christina <Christina.Wang@fnf.com>
Subject: Lytle/Disman--dog issue

IMPORTANT NOTICE - This message sourced from an external mail server outside of the Company.

Hello Christina,

I hope you are well! I need to alert you to an issue that involves the Disman's dog. For some time, the Lytles have noticed that dog poop has been accumulating on their vacant lot. Very recently, the Lytles discovered that the source was the Disman's dog. And, it appears that the dog's "dumpings" are with the Disman's knowledge and consent because during a recent visit to the property the Lytles observed Mr. Disman watch his dog go onto the Lytle's property and do his "business." Below are a couple pictures showing Mr. Disman and his dog doing its "dirty deed."

Notwithstanding my feeble attempt at a little levity trying to describe dog poop in a variety of ways, this is a matter that needs attention and I request your assistance. Would you please discuss this with your clients and (1) ask them to

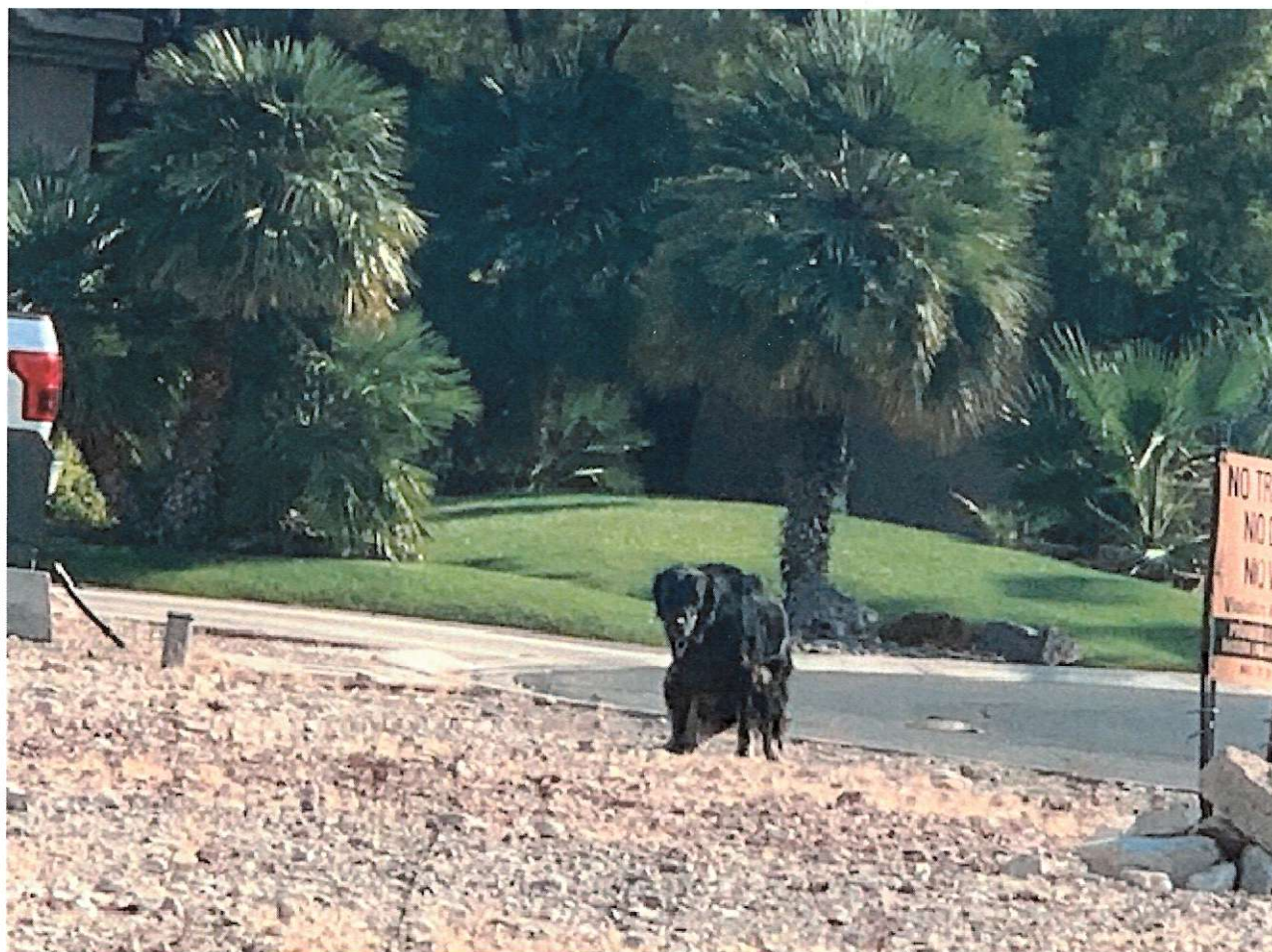
control their dog to avoid “fertilizing” the Lytle’s lot, and (2) in those instances where, despite their best efforts, the dog nevertheless takes a dump on the Lytle’s property, to pick up after their dog like any reasonable person would do.

Thanks Christina—my hope is to have this matter resolved with this simple email and to avoid any emotional or other escalation. Please let me know if you have any questions or if you’d like to discuss anything. Otherwise, I hope you have a great weekend,



001987

001987



Dan

Dan R. Waite
Partner

dwaite@lewisroca.com
D. 702.474.2638

LEWIS  ROCA

3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
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LEWIS ROCA ROTHGERBER CHRISTIE LLP

*Learn more about the new Lewis Roca brand at
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EXHIBIT H

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EXHIBIT H

FIDELITY NATIONAL LAW GROUP

8363 West Sunset Road, Suite 120
Las Vegas, Nevada 89113

TIME SHEET

Client Name: Robert Z. Disman and Yvonne A. Disman
File Number: L080698 – *Lytle v. Disman*
Attorney: Christina H. Wang, Esq.
Hourly Rate: \$200.00 through July 27, 2020
\$180.00 from July 28, 2020

| Date | Task | Hours | Amount |
|---|---|-------|----------|
| <i>Hourly Rate: \$200.00</i> | | | |
| 07/08/2020 | Initial receipt and review of notice of assignment to NV Supreme Court settlement program re contempt order appeal. | 0.10 | \$20.00 |
| 07/09/2020 | Initial receipt, review and respond to multiple correspondences from legal assistant L. Engelman re [REDACTED] | 0.30 | \$60.00 |
| 07/14/2020 | Initial receipt, review and respond to multiple correspondences from NV Supreme Court mediator I. Kunin and attorney W. Smith re mandatory pre-settlement conference telephone call. | 0.50 | \$100.00 |
| 07/15/2020 | Initial receipt and review of correspondence from NV Supreme Court mediator I. Kunin re mandatory pre-settlement conference telephone call. Initial receipt and review of order denying the Lytles' motion for clarification of contempt order and notice of entry of same. | 0.30 | \$60.00 |
| 07/22/2020 | Initial receipt and review of order granting the Lytles an extension to file their docketing statement. | 0.10 | \$20.00 |
| 07/23/2020 | Prepare for and attend mandatory pre-settlement conference telephone call with settlement judge I. Kunin. Initial receipt and review of correspondence from Ms. Kunin re same. Exchange multiple correspondences with legal assistant L. Engelman re same. | 1.30 | \$260.00 |
| <i>Start of New Hourly Rate: \$180.00</i> | | | |
| 07/30/2020 | Attend NV Supreme Court mandatory pre-settlement conference telephone call with settlement judge I. Kunin and all parties' counsel. Initial receipt and review of settlement program early case assessment report. | 0.40 | \$72.00 |
| 07/31/2020 | Initial receipt and review of the Lytles' amended notice of appeal and amended case appeal statement. | 0.30 | \$54.00 |

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| 08/03/2020 | Initial receipt and review of NV Supreme Court order removing from settlement program and reinstating briefing. | 0.10 | \$18.00 |
| 08/04/2020 | Initial receipt and review of the Lytles' errata to amended notice of appeal and errata to amended case appeal statement. | 0.10 | \$18.00 |
| 08/05/2020 | Initial receipt and review of multiple correspondences from attorneys W. Smith and D. Waite re proposed orders granting in part and denying in part the September Trust Plaintiffs' motion for attorney's fees and costs. Initial receipt and review of amended notice of appeal. Initial receipt, review, and respond to multiple correspondences from claims counsel D. Chien and legal assistant L. Engelman re [REDACTED]. Initial receipt and review of docketing statement. | 1.10 | \$198.00 |
| 08/11/2020 | Initial receipt and review of order granting in part and denying in part the September Trust Plaintiffs' motion for attorney's fees and costs. Initial receipt and review of notice of entry of same. | 0.10 | \$18.00 |
| 08/18/2020 | Initial receipt and review of order granting the Lytles an extension to file transcript request. | 0.10 | \$18.00 |
| 08/21/2020 | Initial receipt and review of the Lytles' notice of appeal and case appeal statement re the September Trust Plaintiffs' attorney's fee award. | 0.20 | \$36.00 |
| 08/26/2020 | Initial receipt and review of the Lytles' errata to amended notice of appeal. | 0.10 | \$18.00 |
| 08/31/2020 | Initial receipt and review of the Lytles' request for transcript re appeal and notice re same. | 0.10 | \$18.00 |
| 09/08/2020 | Initial receipt and review of the September Trust Plaintiffs' motion to amend judgment and clerk's notice of hearing re same. | 0.30 | \$54.00 |
| 09/11/2020 | Initial receipt and review of request for transcripts re appeal. | 0.10 | \$18.00 |
| 09/17/2020 | Initial receipt, review and respond to correspondence from claims counsel D. Chien re [REDACTED] | 0.20 | \$36.00 |
| 09/22/2020 | Initial receipt and review of the Lytles' opposition to the September Trust Plaintiffs' motion to amend order granting in part and denying in part their motion for attorney's fees and costs. | 0.20 | \$36.00 |
| 09/24/2020 | Initial receipt and review of transcript of hearing on the September Trust Plaintiffs' motion for attorney's fees and costs. | 0.20 | \$36.00 |
| 09/28/2020 | Initial receipt, review, and detailed legal analysis of the Lytles' supplemental opposition to the September Trust Plaintiffs' motion to amend order granting in part and denying in part their motion for attorney's fees and costs. | 0.20 | \$36.00 |
| 10/06/2020 | Initial receipt and review of the September Trust Plaintiffs' reply in support of motion to amend order granting in part and denying in part their motion for attorney's fees and costs. | 0.20 | \$36.00 |

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| 10/07/2020 | Initial receipt and review of the September Trust Plaintiffs' opposition to the Lytles' motion to stay portions of the order appointing receiver pending appeal. | 0.20 | \$36.00 |
| 10/12/2020 | Initial receipt and review of minute order re hearing on the September Trust Plaintiffs' motion to amend order granting in part and denying in part their motion for attorney's fees and costs. | 0.10 | \$18.00 |
| 10/13/2020 | Prepare for and attend hearing on the September Trust Plaintiffs' motion to amend order granting in part and denying in part their motion for attorney's fees and costs. Initial receipt, review, and respond to correspondence from attorney W. Smith re same. | 2.80 | \$504.00 |
| 10/26/2020 | Telephone conference with client R. Disman re [REDACTED] Initial receipt and review of the September Trust Plaintiffs' response to the Lytles' motion to stay in the receiver action. | 1.80 | \$324.00 |
| 10/29/2020 | Initial receipt, review and detailed legal analysis of the September Trust Plaintiffs' motion to dismiss appeal. | 0.20 | \$36.00 |
| 11/02/2020 | Initial receipt and review of stipulation for extension to file opening brief. | 0.10 | \$18.00 |
| 11/03/2020 | Initial receipt and review of NV Supreme Court order granting the Lytles an extension to file their opening brief. | 0.10 | \$18.00 |
| 11/06/2020 | Initial receipt and review of order granting the Lytles an extension to respond to the September Trust Plaintiffs' motion to dismiss appeal. | 0.10 | \$18.00 |
| 11/12/2020 | Initial receipt and review of multiple correspondences from claims counsel D. Chien and legal assistant L. Engelman re [REDACTED] | 0.70 | \$126.00 |
| 11/19/2020 | Initial receipt and review of the Lytles' motion for extension to oppose the September Trust Plaintiffs' motion to dismiss appeal. Prepare case status update in Legal Files. | 0.30 | \$54.00 |
| 11/30/2020 | Initial receipt, review, and detailed legal analysis of the Lytles' opposition to the September Trust Plaintiffs' motion to dismiss appeal. | 0.30 | \$54.00 |
| 12/02/2020 | Initial receipt and review of order granting the Lytles' motion for a second extension to file an opposition to the September Trust Plaintiffs' motion to dismiss appeal. | 0.10 | \$18.00 |
| 12/03/2020 | Initial receipt and review of the Lytles' motion for extension to file opening brief and appendix. Initial receipt and review of multiple correspondences from claims counsel D. Chien and legal assistant L. Engelman re [REDACTED] | 0.40 | \$72.00 |
| 12/07/2020 | Initial receipt, review, and detailed legal analysis of the September Trust Plaintiffs' reply in support of motion to dismiss appeal. | 0.20 | \$36.00 |
| 12/14/2020 | Initial receipt and review of court minute order re the September Trust Plaintiffs' motion for attorney's fees. | 0.10 | \$18.00 |

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| 12/14/2020 | Initial receipt and review of correspondence from claims counsel D. Chien re [REDACTED] | 0.10 | \$18.00 |
| 01/04/2021 | Initial receipt and review of multiple correspondences from court recorder P. Isom and attorney W. Smith re transcript request for appeal. | 0.20 | \$36.00 |
| 01/05/2021 | Initial receipt and review of the Lytles' motion for third extension to file opening brief and appendix. | 0.20 | \$36.00 |
| 01/07/2021 | Initial receipt and review of multiple correspondences from attorney W. Smith re certification to the NV Supreme Court of order granting the September Trust Plaintiffs' motion to amend attorney's fee order. | 0.20 | \$36.00 |
| 01/08/2021 | Initial receipt and review of order denying the September Trust Plaintiffs' motion to dismiss appeal. Initial receipt and review of correspondence from legal assistant L. Engelman re same. | 0.20 | \$36.00 |
| 01/14/2021 | Initial receipt and review of order certifying to the NV Supreme Court the district court's order granting the September Trust Plaintiffs' motion to amend attorney's fee order. | 0.10 | \$18.00 |
| 01/15/2021 | Initial receipt and review of notice of entry of order certifying to the NV Supreme Court the district court's order granting the September Trust Plaintiffs' motion to amend attorney's fee order. | 0.10 | \$18.00 |
| 01/28/2021 | Initial receipt and review of the September Trust Plaintiffs' motion to consolidate the receiver case with the instant case. Conduct research re [REDACTED] | 0.90 | \$162.00 |
| 01/29/2021 | Initial receipt and review of multiple correspondences from claims counsel D. Chien and legal assistant L. Engelman re [REDACTED] | 0.20 | \$36.00 |
| 02/01/2021 | Initial receipt and review of notice of hearing re the September Trust Plaintiffs' motion to consolidate. | 0.10 | \$18.00 |
| 02/04/2021 | Initial receipt and review of the Lytles' motion for extension to file opening brief. Prepare case status update in Legal Files. | 0.20 | \$36.00 |
| 02/11/2021 | Initial receipt and review of the Lytles' opposition to the September Trust Plaintiffs' motion to consolidate. | 0.20 | \$36.00 |
| 02/12/2021 | Initial receipt and review of order granting the Lytles' motion for extension to file opening brief and appendix. | 0.20 | \$36.00 |
| 02/25/2021 | Initial receipt and review of notice re hearing on the September Trust Plaintiffs' motion to consolidate. | 0.10 | \$18.00 |
| 02/26/2021 | Initial receipt and review of the September Trust Plaintiffs' reply in support of motion to consolidate. | 0.20 | \$36.00 |
| 03/01/2021 | Initial receipt and review of multiple correspondences from claims counsel D. Chien and L. Engelman re [REDACTED] | 0.40 | \$72.00 |

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| 03/04/2021 | Prepare for and attend hearing on the September Trust Plaintiffs' motion to consolidate this case with the receiver action. | 1.30 | \$234.00 |
| 03/05/2021 | Initial receipt and review of the Lytle' motion to extend time to file opening brief and appendix. | 0.10 | \$18.00 |
| 03/10/2021 | Initial receipt and review of order denying the September Trust Plaintiffs' motion to consolidate. | 0.10 | \$18.00 |
| 03/11/2021 | Initial receipt and review of order granting the Lytles' motion for extension to file opening brief and appendix. | 0.10 | \$18.00 |
| 03/15/2021 | Initial receipt and review of the Lytles' opening brief and appendices. | 0.80 | \$144.00 |
| 03/16/2021 | Initial receipt, review and respond to multiple correspondences from legal assistant L. Engelman and claims counsel D. Chien re [REDACTED] | 0.60 | \$108.00 |
| 03/17/2021 | Initial receipt and review of notice of entry of order denying the September Trust Plaintiffs' motion to consolidate. | 0.10 | \$18.00 |
| 03/29/2021 | Telephone call to attorney W. Smith re appeal. Exchange multiple correspondences with Mr. Smith re same. | 0.40 | \$72.00 |
| 03/30/2021 | Prepare litigation plan and case summary. | 4.30 | \$774.00 |
| 03/31/2021 | Continue to prepare litigation plan and case summary. Initial receipt, review and respond to correspondence from claims counsel D. Chien re same. Telephone conference with attorney W. Smith re appeal. | 4.60 | \$828.00 |
| 04/07/2021 | Initial receipt, review and respond to multiple correspondences from attorney W. Smith re status of receiver action. | 0.30 | \$54.00 |
| 04/12/2021 | Initial receipt, review and respond to multiple correspondences from claims counsel D. Chien re [REDACTED] | 0.20 | \$36.00 |
| 04/13/2021 | Initial receipt and review of order granting us a telephonic extension to file answering brief. Initial receipt, review and respond to correspondence from claims counsel D. Chien re [REDACTED] Telephone conference with Ms. Chien re same. | 1.10 | \$198.00 |
| 04/16/2021 | Initial receipt and review of stipulation for extension of time for the September Trust Plaintiffs to file answering brief. Telephone conference with the September Trust Plaintiffs' counsel W. Smith re same. Prepare stipulation for extension of time for the Dismans to file answering brief. | 0.80 | \$144.00 |
| 04/19/2021 | Initial receipt and review of order setting hearing re NV Supreme Court order of limited remand. | 0.10 | \$18.00 |
| 04/26/2021 | Prepare correspondence to the Lytles' counsel J. Henriod re stipulation for extension of time to file answering brief. | 0.10 | \$18.00 |
| 04/27/2021 | Initial receipt, review and respond to multiple correspondences from the Lytles' counsel J. Henriod re stipulation to extend time to filing | 2.40 | \$432.00 |

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| | answering brief. Prepare motion to extend. Exchange multiple correspondences with legal assistant L. Engelman re same. Initial receipt and review of court correspondence confirming filing of same. Initial receipt and review of the Lytles' report for hearing on order for limited remand. | | |
| 04/28/2021 | Initial receipt and review of the September Trust Plaintiffs' status report for hearing on order for limited remand. | 0.10 | \$18.00 |
| 04/29/2021 | Attend hearing on order for limited remand. Initial receipt, review and respond to correspondence from attorney W. Smith re same. | 1.20 | \$216.00 |
| 04/30/2021 | Initial receipt and review of order granting the September Trust Plaintiffs' motion to amend order granting motion for attorney's fees. | 0.10 | \$18.00 |
| 05/03/2021 | Initial receipt and review of order granting our motion for extension to file answering brief. | 0.10 | \$18.00 |
| 05/04/2021 | Initial receipt and review of notice of entry of order granting the September Trust Plaintiffs' motion to amend order re attorney's fees. | 0.10 | \$18.00 |
| 05/07/2021 | Initial receipt and review of correspondence from claims counsel D. Chien re [REDACTED] | 0.10 | \$18.00 |
| 05/10/2021 | Initial receipt and review of correspondence from legal assistant L. Engelman re [REDACTED] | 0.10 | \$18.00 |
| 05/17/2021 | Conduct legal research and prepare answering brief. | 7.30 | \$1,314.00 |
| 05/19/2021 | Continue to conduct legal research and prepare answering brief. | 6.60 | \$1,188.00 |
| 05/26/2021 | Prepare correspondences to claims counsel D. Chien and client R. Disman re [REDACTED] | 0.20 | \$36.00 |
| 05/27/2021 | Initial receipt, review and respond to multiple correspondences from claims counsel D. Chien re [REDACTED]. Initial receipt, review and respond to correspondence from attorney W. Smith re same. Prepare correspondence to client R. Disman re same. | 0.70 | \$126.00 |
| 05/28/2021 | Initial receipt, review and respond to multiple correspondences from legal assistant L. Engelman re [REDACTED]. Exchange multiple correspondences with client R. Disman re same. Initial receipt and review of multiple court correspondences confirming filing and service of our answering brief. Prepare correspondence to claims counsel D. Chien re same. | 2.30 | \$414.00 |
| 06/03/2021 | Initial receipt and review of the Lytles' amended notice of appeal and amended case appeal statement. | 0.20 | \$36.00 |
| 06/28/2021 | Initial receipt, review and respond to multiple correspondences from attorneys J. Henriod and W. Smith re stipulation for extension of time for the Lytles to file their reply brief on appeal. Initial receipt and review of filed stipulation. Initial receipt and review of minute order setting status check hearing. Initial receipt and review of Plaintiffs' response to minute order. | 0.80 | \$144.00 |

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| 06/29/2021 | Initial receipt and review of filed stipulation for extension for the Lytles to file reply brief. Initial receipt and review of order approving same. Initial receipt and review of order scheduling telephonic status hearing. | 0.30 | \$54.00 |
| 07/01/2021 | Prepare for and attend status check hearing. | 0.90 | \$162.00 |
| 07/06/2021 | Initial receipt, review and respond to multiple correspondences from claims counsel D. Chien re [REDACTED] | 0.30 | \$54.00 |
| 07/29/2021 | Initial receipt and review of the Lytles' motion to extend time to file reply brief. | 0.10 | \$18.00 |
| 08/06/2021 | Initial receipt and review of order granting the Lytles' motion for extension to file reply brief. | 0.10 | \$18.00 |
| 08/10/2021 | Initial receipt, review and respond to multiple correspondences from claims counsel D. Chien re [REDACTED] | 0.40 | \$72.00 |
| 08/13/2021 | Initial receipt, review and respond to correspondence from client R. Disman re [REDACTED] | 0.20 | \$36.00 |
| 08/30/2021 | Initial receipt and review of the Lytles' motion to extend time to file reply brief. | 0.10 | \$18.00 |
| 08/31/2021 | Initial receipt and review of order granting the Lytles' motion for extension to file reply brief. | 0.10 | \$18.00 |
| 09/08/2021 | Initial receipt and review of the Lytles' reply brief on appeal. Initial receipt and review of correspondence from legal assistant L. Engelman re same. | 0.30 | \$54.00 |
| 09/13/2021 | Initial receipt and review of correspondence from client R. Disman re [REDACTED] | 0.10 | \$18.00 |
| 09/22/2021 | Initial receipt, review and respond to correspondence from client R. Disman re [REDACTED] | 0.20 | \$36.00 |
| 09/24/2021 | Initial receipt, review and respond to correspondence from attorney D. Waite re issue with the Dismans' dog. Exchange multiple correspondences with Mr. Disman re same. Multiple telephone conferences with Mr. Disman re same and re [REDACTED] | 3.70 | \$666.00 |
| 09/27/2021 | Initial receipt and review of correspondence from attorney W. Smith re scheduling of meeting with receiver. | 0.10 | \$18.00 |
| 02/18/2021 | Initial receipt and review of order dismissing appeal. Exchange multiple correspondences with legal assistant L. Engelman re same. Initial receipt and review of correspondence from claims counsel D. Chien re same. | 0.60 | \$108.00 |
| 03/02/2022 | Telephone call to the September Trust Plaintiffs' counsel W. Smith re dismissal of appeal. Telephone conference with Mr. Smith re same. Telephone call to claims counsel D. Chien re same. | 0.90 | \$162.00 |

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| 03/11/2022 | Initial receipt and review of the September Trust Plaintiffs' motion for attorney's fees and costs related to appeal. Telephone conference with attorney W. Smith re same. Initial receipt and review of clerk's notice of hearing re same. | 0.80 | \$144.00 |
| 03/16/2022 | Initial receipt, review and respond to multiple correspondences from claims counsel D. Chien re [REDACTED] Telephone conference with Ms. Chien re same. Exchange correspondences with Ms. Chien re same. | 1.60 | \$288.00 |
| 03/22/2022 | Initial receipt and review of issued remittitur. | 0.10 | \$18.00 |
| 03/23/2022 | Initial receipt and review of multiple correspondences from claims counsel D. Chien and client R. Disman re [REDACTED] | 0.20 | \$36.00 |
| 03/24/2022 | Initial receipt and review of correspondence from claims counsel D. Chien re [REDACTED] | 0.10 | \$18.00 |
| 03/25/2022 | Exchange multiple correspondences with claims counsel D. Chien re [REDACTED] Initial receipt and review of correspondence from client R. Disman re same. | 1.10 | \$198.00 |
| 03/31/2022 | Initial receipt and review of the September Trust Plaintiffs' memo of costs and disbursements. | 0.10 | \$18.00 |
| 04/01/2022 | Initial receipt and review of the September Trust Plaintiffs' reply in support of motion for attorney's fees. Initial receipt and review of the Lytles' motion to re-tax costs. | 0.20 | \$36.00 |
| 04/04/2022 | Initial receipt and review of notice of hearing re the Lytles' motion to re-tax costs. | 0.10 | \$18.00 |
| 04/11/2022 | Initial receipt, review, and detailed legal analysis of the Lytles' petition for writ of mandamus or prohibition and accompanying appendix. Initial receipt, review and respond to multiple correspondences from legal assistant L. Engelman re same. Prepare correspondence to client R. Disman re same. Initial receipt and review of notice of filing of writ petition. Initial receipt and review of correspondence from claims counsel D. Chien re same. | 2.10 | \$378.00 |
| 04/12/2022 | Initial receipt, review and respond to multiple correspondences from claims counsel D. Chien re [REDACTED] Telephone call from client R. Disman re same. Telephone call to attorney W. Smith re the Lytles' writ petition. Prepare correspondence to Mr. Smith re same. | 0.80 | \$144.00 |
| 04/14/2022 | Initial receipt, review and respond to correspondence from the September Trust Plaintiffs' attorney W. Smith re the Lytles' writ petition. Initial receipt, review and respond to multiple correspondences from claims counsel D. Chien re same. | 0.50 | \$90.00 |
| 04/18/2022 | Initial receipt and review of stipulation and order to withdraw the September Trust Plaintiffs' memo of costs and the Lytles' motion to re-tax costs; order denying the September Trust Plaintiffs' motion for | 0.30 | \$54.00 |

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| | attorney's fees and costs related to the contempt appeal; and notices of entry of same. | | |
| 04/29/2022 | Initial receipt and review of correspondence from client R. Disman re [REDACTED] Prepare correspondence to legal assistant L. Engelman re same. Initial receipt and review of multiple correspondences from Mr. Disman and Ms. Engelman re same. | 0.50 | \$90.00 |
| 05/02/2022 | Telephone conference with client R. Disman re [REDACTED] | 1.10 | \$198.00 |
| 05/12/2022 | Initial receipt and review of NV Supreme Court order directing answer to the Lytles' writ petition. Exchange multiple correspondences with claims counsel D. Chien re same. Prepare correspondence to client R. Disman re same. Initial receipt and review of correspondence from Mr. Disman re same. Conduct research re [REDACTED] | 1.60 | \$288.00 |
| 05/18/2022 | Initial receipt and review of the Lytles' status conference report. | 0.10 | \$18.00 |
| 06/01/2022 | Telephone conference with the September Trust Plaintiffs' counsel W. Smith re response to the Lytles' writ petition. Exchange multiple correspondences with Mr. Smith re same. | 0.80 | \$144.00 |
| 06/02/2022 | Conduct legal research and prepare answer to the Lytles' writ of mandamus or prohibition. Exchange multiple correspondences with the September Trust Plaintiffs' attorney W. Smith re same. | 5.80 | \$1,044.00 |
| 06/03/2022 | Prepare correspondences to client R. Disman and claims counsel D. Chien re [REDACTED] Initial receipt, review and respond to multiple correspondences from Mr. Disman re same. | 0.70 | \$126.00 |
| 06/06/2022 | Continue to conduct legal research and prepare answer to the Lytles' writ of mandamus or prohibition. Initial receipt and review of correspondence from claims counsel D. Chien re same. | 4.80 | \$864.00 |
| 06/07/2022 | Continue to conduct legal research and prepare answer to the Lytles' writ of mandamus or prohibition. | 2.50 | \$450.00 |
| 06/08/2022 | Exchange multiple correspondences with the September Trust Plaintiffs' counsel W. Smith re answer to the Lytles' writ of mandamus or prohibition. Initial receipt and review of stipulation and order to partially release and distribute cash bond and notice of entry of same. Initial receipt and review of correspondence from legal assistant L. Engelman re [REDACTED] | 0.80 | \$144.00 |
| 06/09/2022 | Initial receipt and review of the September Trust Plaintiffs' answer to the Lytles' petition for writ of mandamus or prohibition. Initial receipt and review of multiple court correspondences confirming filing and service of our answer to the Lytles' petition for writ of mandamus or prohibition. | 0.40 | \$72.00 |

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| 06/17/2022 | Initial receipt and review of multiple correspondences from client R. Disman and legal assistant L. Engelman re [REDACTED] | 0.20 | \$36.00 |
| 06/21/2022 | Initial receipt and review of order granting the Lytles an extension to file reply in support of their writ petition. | 0.10 | \$18.00 |
| 07/07/2022 | Initial receipt and review of correspondence from R. Disman re [REDACTED] Exchange correspondences with legal assistant L. Engelman re same. | 0.40 | \$72.00 |
| 07/08/2022 | Initial receipt and review of the Lytles' reply in support of petition for writ of mandamus or prohibition. | 0.20 | \$36.00 |
| 07/12/2022 | Telephone conference with claims counsel D. Chien re [REDACTED] Conduct research re same. Prepare correspondence to Ms. Chien re same. Prepare correspondence to the September Trust Plaintiffs' counsel W. Smith re same. Initial receipt and review of correspondence from Mr. Smith re same. Telephone conference with Mr. Smith re same. Initial receipt, review and respond to multiple correspondences from Mr. Smith re same. Prepare correspondence to claims counsel D. Chien re same. Initial receipt and review of multiple correspondences from client R. Disman re same. | 4.60 | \$828.00 |
| 07/19/2022 | Initial receipt and review of correspondence from client R. Disman re [REDACTED] Telephone call to Mr. Disman re same. Prepare correspondence to Mr. Disman re same. Telephone conference with Mr. Disman re same. | 3.50 | \$630.00 |
| 10/07/2022 | Initial receipt and review of the September Trust Plaintiffs' status report. Review status of receiver action. | 0.70 | \$126.00 |
| 10/13/2022 | Prepare for and attend status check hearing. | 1.60 | \$288.00 |
| 10/20/2022 | Review status of receiver action. | 0.20 | \$36.00 |
| 10/24/2022 | Initial receipt, review and respond to correspondence from claims counsel D. Chien re [REDACTED] | 0.20 | \$36.00 |
| 11/03/2022 | Review developments in receiver action. Telephone conference with the September Trust Plaintiffs' counsel W. Smith re same. | 3.60 | \$648.00 |
| 11/10/2022 | Initial receipt and review of NV Supreme Court order consolidating matters and scheduling oral argument. Initial receipt and review of correspondence from legal assistant L. Engelman re same. | 0.20 | \$36.00 |
| 11/14/2022 | Initial receipt and review of correspondence from client R. Disman re [REDACTED] | 0.10 | \$18.00 |
| 11/22/2022 | Initial receipt and review of NV Supreme Court 's reminder re oral argument. | 0.10 | \$18.00 |
| 11/23/2022 | Begin preparing for NV Supreme Court oral argument. | 2.20 | \$396.00 |
| 11/28/2022 | Continue to prepare for NV Supreme Court oral argument. | 2.70 | \$486.00 |