

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

WESPAC and GREG CHRISTIAN,  
Petitioners,

vs.

GREGORY O. GARMONG,  
Respondent.

Electronically Filed  
Supreme Court No. 87411  
Feb 12 2024 03:10 PM  
Elizabeth A. Brown  
District Court No. CV12-01271  
Clerk of Supreme Court

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**PETITIONERS' APPENDIX**

STEPHEN S. KENT, ESQ. (SBN 1251)  
GORDON REES SCULLY MANSUKHANI, LLP  
1 E. Liberty Street, Suite 424  
Reno, Nevada 89501  
Telephone: (775) 467-2603  
E-mail: [skent@grsm.com](mailto:skent@grsm.com)  
*Attorneys for Petitioners Wespac and Greg Christian*

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## CERTIFICATE OF SERVICE

Pursuant to Rule 25(b) of the Nevada Rules of Appellate Procedure, I hereby certify that I am an employee of Gordon Rees Scully Mansukhani, LLP and that on this date, I served a true and correct copy of the attached document as follows:

- \_\_\_\_\_ By placing the document(s) in a sealed envelope with first-class US. Postage prepaid, and depositing for mailing at Reno, Nevada, addressed to the person at the last known address as set forth below.
- ✓ \_\_\_\_\_ Electronic Filing states that the attached document will be electronically mailed; otherwise, an alternative method will be use.
- \_\_\_\_\_ By personally delivering the document(s) listed above, addressed to the person at the last known address as set forth below.

Carl Hebert, Esq.  
2215 Stone View Drive  
Sparks, NV 89436

DATED this 12 day of FEBRUARY, 2024.

Sam Baker  
An Employee of GORDON REES  
SCULLY MANSUKHANI, LLP

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

GREGORY O. GARMONG,  
Appellant,  
vs.  
WESPAC; AND GREG CHRISTIAN,  
Respondents.

No. 80376-COA

**FILED**

DEC 01 2020

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY S. Young  
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

Gregory O. Garmong appeals a district court order confirming an arbitration award, and an order denying his motion to alter or amend the order. Second Judicial District Court, Washoe County; Lynne K. Simons, Judge.

A few years before the 2008 Recession, Garmong contracted with WESPAC Advisors, LLC (Wespac) to receive professional investment advice and management of his retirement savings, anticipating that he would soon retire.<sup>1</sup> When Garmong signed the agreement, he gave express directions that his objective was to increase his investment value moderately, while minimizing his potential loss of capital. As an arbitrator later found, Garmong and Wespac's relationship went well for the most part, as the two "worked reasonably well together to advance Garmong's investment goals."

However, in 2007, Garmong decided to retire as he was going through a litigious divorce. He reevaluated his financial circumstances, consulted with Greg Christian, Garmong's main contact from Wespac, and authorized Wespac to handle his accounts completely. According to

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<sup>1</sup>We do not recount the facts except as necessary to our disposition.

Garmong, he verbally told Wespac at the time that his new objective was to not lose capital, but Christian would later testify that this did not happen. Garmon would later claim that, shortly after the discussion, he sent a letter that memorialized his decision for Wespac to manage his accounts and the new objective, attaching eighteen pages of news articles describing the impending housing crisis. Wespac denied ever receiving this letter, and an arbitrator later found that Wespac never received the letter and that it seemed suspiciously prepared for litigation.

At the start of the 2008 Recession, Garmon's accounts suffered losses that steadily increased as the economy worsened. Specifically, Garmon alleged that he lost \$580,649.82 from his capital accounts. In an email exchange at the end of October 2008, Garmon claimed that he had previously told Christian some time ago that the new objective was not losing any capital. Christian responded by denying that Garmon had said any such thing, and if Garmon had said his objective was truly not to lose any capital, then he would have recommended closing the investment account and shifting his assets to 100% cash. Garmon eventually ended the relationship with Wespac and Christian in 2009 and brought suit in district court.

In his operative complaint, Garmon asserted the following claims: (1) breach of contract, (2) breach of implied warranty in contract, (3) contractual breach of implied covenant of good faith and fair dealing, (4) tortious breach of implied covenant of good faith and fair dealing, (5) breach of Nevada Deceptive Trade Practices Act, (6) breach of fiduciary duty, (7) breach of fiduciary duty of full disclosure, (8) breach of agency, (9) negligence, (10) breach of NRS 628A.030, (11) intentional infliction of

emotional distress; (12) unjust enrichment, and (13) a request for doubling damages pursuant to NRS 41.1395.

After five years of litigation in the district court, the parties stipulated to proceed to binding arbitration pursuant to a mandatory arbitration clause in the investment management agreement. Early in the arbitration, the parties stipulated that various provisions of the Nevada Rules of Civil Procedure would govern the arbitration. The arbitrator formalized these stipulations in a discovery plan and scheduling order, but added that those rules would govern "unless the [a]rbitrator rules otherwise." Shortly afterward, Wespac and Christian made an offer of judgment pursuant to NRCP 68, which Garmong rejected.

Garmong then filed a motion for partial summary judgment, claiming that various undisputed material facts, supported by his affidavit, necessitated an award in his favor as a matter of law. The arbitrator denied the motion, determining that the motion and the opposition presented genuine issues of material fact.

Dissatisfied, Garmong filed a motion for reconsideration. The arbitrator denied the motion, stating:

The exhaustive analysis provided in [Garmong's] original motion, and the voluminous declarations and exhibits attached thereto articulate [Garmong's] view of the evidence supporting his claims. Many of the facts relied upon by [Garmong] are indeed "undisputed." Viewed in context, however, the conclusion of the [a]rbitrator then, and now is that they do not entitle [Garmong] to judgment as a matter of law without first affording [Wespac and Christian] the opportunity to defend the claims at a merit hearing.

Thereafter, the arbitrator heard evidence from Garmong, Christian, and Bruce Cramer, an expert witness for Wespac. At the end of

the hearings, the arbitrator determined that Garmong failed to prove his claims. Moreover, after allowing the parties to brief the issue, the arbitrator awarded attorney fees and costs in the amount of \$111,649.96 to Wespac and Christian.

Wespac and Christian then petitioned the district court to confirm the arbitration award. Garmong filed motions to (1) vacate the arbitrator's award (2) reconsider and grant Garmong's previously denied partial motion for summary judgment and (3) vacate the arbitrator's award of attorney fees and costs. The district court entered an order confirming the arbitration award and denying Garmong's various motions. In addition, the district court denied Garmong's subsequent motion to alter or amend. Garmong now appeals.

#### *Standard of Review*

We review a district court decision to confirm an arbitration award de novo. *See Thomas v. City of N. Las Vegas*, 122 Nev. 82, 97, 127 P.3d 1057, 1067 (2006). But the scope of the district court's review of an arbitration award (and, consequently, our own de novo review of the district court's decision) is limited, and is "nothing like the scope of an appellate court's review of a trial court's decision." *Health Plan of Nev., Inc. v. Rainbow Med., LLC*, 120 Nev. 689, 695, 100 P.3d 172, 176 (2004). "A reviewing court should not concern itself with the 'correctness' of an arbitration award and thus does not review the merits of the dispute." *Bohlmann v. Printz*, 120 Nev. 543, 547, 96 P.3d 1155, 1158 (2004) (quoting *Thompson v. Tega-Rand Int'l.*, 740 F.2d 762, 763 (9th Cir. 1984)), *overruled on other grounds by Bass-Davis v. Davis*, 122 Nev. 442, 452 n.32, 134 P.3d 103, 109 n.32 (2006).



Rather, courts give considerable deference to the arbitrator's decision. *Knickmeyer v. State ex rel. Eighth Judicial Dist. Court*, 133 Nev. 675, 676-77, 408 P.3d 161, 164 (Ct. App. 2017). "Judicial review is limited to inquiring only whether a petitioner has proven, clearly and convincingly, that one of the following is true: the arbitrator's actions were arbitrary, capricious, or unsupported by the agreement; the arbitrator manifestly disregarded the law; or one of the specific statutory grounds set forth in NRS 38.241(1) was met." *Id.*

#### *Manifest Disregard of the Law*

First, Garmong claims that the arbitrator manifestly disregarded the summary judgment standard by not mechanically delineating which material issues were in dispute, and failing to explain why the undisputed material facts did not entitle him to summary judgment. Moreover, Garmong argues that the arbitrator made impermissible credibility determinations when considering summary judgment, and ignored several critical facts regarding liability in its award.

Manifest disregard requires more than a mere error in the law or failure from the arbitrator to understand the law or apply it correctly. *See Bohlmann*, 120 Nev. at 545-47, 96 P.3d at 1156-58. Manifest disregard occurs only when an arbitrator ignores the law by "recogniz[ing] that the law absolutely requires a given result and nonetheless refuses to apply the law correctly." *Id.* at 545, 96 P.3d at 1156. Judicial inquiry under this standard is "extremely limited," *see id.* at 547, 96 P.3d at 1158, and "is a virtually insurmountable standard of review." *Id.* at 547 n.5, 96 P.3d at 1158 n.5.

Garmong has not shown that the arbitrator manifestly disregarded the law. To the contrary, his arguments expressly concede that

the arbitrator identified the proper summary judgment standard but merely applied it wrongly to the facts, and then failed to include detailed findings in its denial of summary judgment. Thus, Garmong essentially alleges that the arbitrator applied the correct law but reached the wrong result, not that it manifestly disregarded the law itself. Further, the record reveals that the arbitrator's decision was correct. Contrary to Garmong's position, Wespac and Christian disputed most of what Garmong characterized as "undisputed material facts," and they disputed whether the facts gave rise to liability.

The arbitrator correctly decided that the material facts centered on alleged verbal conversations between individuals who later disputed what was said, and that resolving those disputes required an assessment of witness credibility far beyond the scope of a motion for summary judgment. The arbitrator correctly concluded that it could only assess the credibility of the parties at a hearing on the merits with live testimony and cross-examination to determine which version of the events was more likely, (i.e., whether it was Wespac's investment decisions that caused a loss to Garmong's account or the 2008 Recession). Thus, rather than manifestly disregarding the law, the arbitrator correctly applied the law to the facts.

Garmong also argues that the arbitrator manifestly disregarded his various allegations that Wespac and Christian concealed information from him. We disagree. In its award, the arbitrator analyzed each of Garmong's theories of liability and discussed why each failed based on the evidence presented to the arbitrator. The arbitrator presented the correct legal standard and analyzed why each of Garmong's theories failed. Thus, the arbitrator did not manifestly disregard the law.

*NRS 38.241*

Garmong challenges the arbitrator's award under two statutory grounds: NRS 38.241(1)(a) and NRS 38.241(1)(e). He claims that Christian submitted three false affidavits to the arbitrator that provided a version of the confidential client profile that was missing the final two pages. Garmong claims that withholding this part of the confidential client profile proved that Wespac and Christian failed to produce an enforceable agreement to arbitrate.

NRS 38.241(a) provides that a court may vacate an award if "[t]he award was procured by corruption, fraud or other undue means." NRS 38.241(e) provides, in pertinent part, that a court may vacate an arbitration award if "[t]here was no agreement to arbitrate."

Garmong has not met his burden of showing that either provision applies. See *Knickmeyer*, 133 Nev. at 677, 408 P.3d at 164 (the party challenging an arbitration award has the burden to demonstrate, by clear and convincing evidence, that one of the statutory grounds under NRS 38.241 was met). First, Garmong alleges that Christian provided false information to the arbitrator, but in so doing he merely asserts that the arbitrator should have believed his evidence over Christian's, not that Christian's evidence was objectively false in some provable way. In other words, Garmong invites us to substitute our own assessment of the witness's credibility for that of the arbitrator, which would be improper. Second, Garmong seems to allege that there was no enforceable agreement to arbitrate because the only version of the document that Christian provided was supposedly missing some pages from a confidential client profile. But Garmong ignores that the matter was in arbitration in the first place because he stipulated that the contract required it. Moreover, the

arbitrator's written award makes clear that it relied upon the totality of evidence presented during the arbitration hearing, not the document that included the allegedly missing pages. Therefore, Garmong has not shown that the award was procured by undue means.

Furthermore, the record indicates that the confidential client profile was part of a separate prerequisite questionnaire that Wespac requires potential new clients to fill out before entering into the final agreement rather than the investment management agreement itself. At the very least, Garmong bears the burden to show that the missing pages were what he says they are rather than what the arbitrator found they were, and he has failed to meet his burden. Thus, Garmong has not demonstrated by clear and convincing evidence that we should vacate the arbitrator's award under statutory grounds.

*Attorney Fees and Costs*

Garmong claims that the arbitrator's award of attorney fees was not permitted by statute, rule, or contract. The arbitrator awarded fees pursuant to NRCP 68 based upon Garmong's failure to accept an offer of judgment, and Wespac and Christian's status as the prevailing parties in the arbitration.

NRCP 68 penalizes parties that reject, or do not timely accept, a reasonable pre-trial offer of judgment and fail to obtain a more favorable judgment, requiring that the offeree "pay the offeror's post-offer costs and expenses." NRCP 68(f)(1)(B). This court reviews an award of attorney fees after an arbitration under the same standard as an order confirming or vacating an arbitrator's award. *See WPH Architecture, Inc. v. Vegas VP, LP*, 131 Nev. 884, 887, 360 P.3d 1145, 1147 (2015). Nevada's Uniform Arbitration Act is deferential to an arbitrator's decision to grant attorney

fees, providing that: "[a]n arbitrator may award reasonable attorney's fees and other reasonable expenses of arbitration if such an award is authorized by law in a civil action involving the same claim or by the agreement of the parties to the arbitral proceeding." NRS 38.238(1). Additionally, under rule 24(g) of the "Comprehensive Arbitration Rules & Procedures" promulgated by Judicial Arbitration and Mediation Services, Inc. (JAMS), the arbitrator may award attorney fees and costs if allowed by the parties' agreement or by applicable law.

The record indicates that the parties agreed to conduct the arbitration under at least some of the provisions of the Nevada Rules of Civil Procedure. However, Garmong argues that NRCP 68 did not apply because, following a telephonic hearing, the arbitrator filed a scheduling order in which it formalized an agreement between the parties to only use certain Nevada Rules of Civil Procedure, not all of them. He argues that he mistakenly accepted and relied on the arbitrator's scheduling order in good faith and did not respond to the NRCP 68 offer of judgment because he interpreted the arbitrator's scheduling order to not encompass NRCP 68.

The scheduling order (to which Garmong never objected) lists a few procedural rules that would govern, but it also expressly reserves the right of the arbitrator to apply other rules, providing that various listed rules will govern "unless the [a]rbitrator rules otherwise." Thus, the scheduling order clearly and expressly confers authority on the arbitrator to decide which rules apply.

Notwithstanding this language, Garmong suggests that the arbitrator could not have applied NRCP 68 if the scheduling order did not specifically list it. But during the proceedings, both parties utilized and relied upon other provisions of the NRCP that are also not mentioned in the

scheduling order. For example, the scheduling order does not specifically mention either motions for summary judgment under NRCP 56 nor motions for reconsideration, yet Garmong filed both such motions himself, indicating that he clearly understood the scheduling order to encompass provisions of the NRCP not specifically listed. Indeed, Garmong never objected to the service of the offer of judgment as impermissible under the scheduling order, nor had he made any effort to seek a ruling from the arbitrator as to NRCP 68's applicability to the proceedings. Thus, the most reasonable interpretation of the scheduling order—an interpretation confirmed by the parties' subsequent mutual conduct during the proceedings—is that the arbitrator could apply all rules of the NRCP that he deemed appropriate, including NRCP 68.

In addition to the arbitrator's award of fees, respondents request that we award additional attorney fees and costs incurred during appeal arising from Garmong's failure to accept the offer of judgment pursuant to NRCP 68. The Nevada Supreme Court has held that the fee-shifting provision in NRCP 68 extends to fees incurred on and after appeal. *See In re Estate & Living Tr. of Rose Miller*, 125 Nev. 550, 555, 216 P.3d 239, 243 (2009). Thus, Garmong's failure to accept the offer of judgment may justify an award for attorney fees and costs incurred during and after appeal, but this issue should be presented to the district court or arbitrator in the first instance.<sup>2</sup> Accordingly, we affirm the judgment of the district court in its entirety.


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<sup>2</sup>Generally, "a timely notice of appeal divests the district court of jurisdiction to act and vests jurisdiction in this court." *Rust v. Clark Cty. School District*, 103 Nev. 686, 688, 747 P.2d 1380, 1382 (1987). However, the district court maintains jurisdiction over issues that are collateral to the

Therefore, we

ORDER the judgment of the district court AFFIRMED.

  
\_\_\_\_\_, C.J.  
Gibbons

  
\_\_\_\_\_, J.  
Tao

  
\_\_\_\_\_, J.  
Bulla

cc: Hon. Lynne K. Simons, District Judge  
Carl M. Hebert  
Law Offices of Thomas C. Bradley  
Washoe District Court Clerk

\_\_\_\_\_  
issues raised on appeal, such as attorney fees and costs. *See Kantor v. Kantor*, 116 Nev. 886, 895, 8 P.3d 825, 829 (2000).

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

GREGORY O. GARMONG,  
Appellant,  
vs.  
WESPAC; AND GREG CHRISTIAN,  
Respondents.

**Supreme Court No. 80376**  
District Court Case No. CV1201271

**CLERK'S CERTIFICATE**

STATE OF NEVADA, ss.

I, Elizabeth A. Brown, the duly appointed and qualified Clerk of the Supreme Court of the State of Nevada, do hereby certify that the following is a full, true and correct copy of the Judgment in this matter.

**JUDGMENT**

The court being fully advised in the premises and the law, it is now ordered, adjudged and decreed, as follows:

"ORDER the judgment of the district court AFFIRMED."

Judgment, as quoted above, entered this 1st day of December, 2020.

**JUDGMENT**

The court being fully advised in the premises and the law, it is now ordered, adjudged and decreed, as follows:

"Rehearing Denied."

Judgment, as quoted above, entered this 17th day of February, 2021.

**JUDGMENT**

The court being fully advised in the premises and the law, it is now ordered, adjudged and decreed, as follows:

"Review denied."

Judgment, as quoted above, entered this 6th day of April, 2021.



IN WITNESS WHEREOF, I have subscribed  
my name and affixed the seal of the Supreme  
Court at my Office in Carson City, Nevada this  
April 07, 2021.

Elizabeth A. Brown, Supreme Court Clerk

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By: Andrew Lococo  
Deputy Clerk

1 CODE: 1880  
2 THOMAS C. BRADLEY, ESQ.  
3 NV Bar. No. 1621  
4 435 Marsh Avenue  
5 Reno, Nevada 89509  
6 Telephone: (775) 323-5178  
7 [Tom@TomBradleyLaw.com](mailto:Tom@TomBradleyLaw.com)  
8 Attorney for Defendants

9 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
10 **IN AND FOR THE COUNTY OF WASHOE**

11 GREGORY GARMONG, CASE NO. CV12-01271  
12 Plaintiff, DEPT. NO. 6  
13 v.

14 WESPAC, GREG CHRISTIAN, and  
15 Does 1-10,  
16 Defendants.

17 **FINAL JUDGMENT**

18 On April 11, 2019, Judge Pro, the JAMS Arbitrator who was appointed by this Court, issued  
19 his Final Arbitration Award. In the Final Arbitration Award, Judge Pro denied all of Plaintiff  
20 Garmong's claims and awarded Defendants WESPAC and GREG CHRISTIAN \$111,649.96 as  
21 reasonable attorneys' fees and costs. On August 9, 2019, this Court confirmed the Final Arbitration  
22 Award including the Arbitrator's award of fees and costs in the amount of \$111,649.96.

23 Accordingly, it is hereby Ordered that Defendants WESPAC and GREG CHRISTIAN,  
24 shall recover from the Plaintiff, GREGORY GARMONG, the sum of \$111,649.96 together with  
25 interest thereon at the rate as provided by Nevada law from August 9, 2019, until satisfied in  
26 full.

27 Furthermore, on July 12, 2021, this Court granted the Defendants' Second Amended Motion  
28 for Attorney's Fees and awarded Defendants additional attorney's fees in the amount of \$45,084.50

1 which represented the attorney fees incurred by Defendants to support, confirm, and defend the Final  
2 Arbitration Award before this Court and the Nevada Court of Appeals.

3 Accordingly, it is hereby Ordered that Defendants, WESPAC and GREG CHRISTIAN,  
4 shall ALSO recover from the Plaintiff, GREGORY GARMONG, the sum of \$45,084.50 together  
5 with interest thereon at the rate as provided by Nevada law from July 12, 2021 until satisfied in  
6 full.

7 IT IS SO ORDERED.

8 DATED this 16th date of July \_\_\_\_\_, 2021.

9  
10  
11   
12 DISTRICT JUDGE

13 Prepared and Submitted by:

14 /s/ Thomas C. Bradley  
15 THOMAS C. BRADLEY, ESQ.  
16 Attorney for Defendants,  
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**CARL HEBERT, ESQ.**  
**THOMAS BRADLEY, ESQ.**

Holly Longe

2270  
STEPHEN S. KENT, ESQ.  
Nevada Bar No. 1251  
THIERRY V. BARKLEY, ESQ.  
Nevada Bar No. 724  
GORDON REES SCULLY  
MANSUKHANI, LLP  
1 East Liberty Street, Suite 424  
Reno, NV 89501  
Telephone: (775) 467-2603  
Facsimile: (775) 460-4901  
E-mail: [skent@grsm.com](mailto:skent@grsm.com)  
[tbarkley@grsm.com](mailto:tbarkley@grsm.com)

*Attorneys for Defendants Wespac and Greg Christian*

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

**IN AND FOR THE COUNTY OF WASHOE**

GREGORY O. GARMONG,

Plaintiff,

vs.

WESPAC; GREG CHRISTIAN; DOES 1-  
10, inclusive,

Defendants.

CASE NO. CV12-01271

Dept. No. 6

**MOTION TO COMPEL AND REQUEST FOR EXPENSES OF MOTION**

Defendants, WESPAC and GREG CHRISTIAN, by and through their counsel of record, STEPHEN S. KENT, ESQ., of GORDON REES SCULLY MANSUKHANI, LLP, moves the court pursuant to NRCP 37(a)(3)(B) for an order compelling plaintiff Garmong to respond to defendants November 28, 2022 interrogatories and requests for production and for an award of expenses for the cost of this motion.

**INTRODUCTION**

On November 28, 2022, defendants served by mail the attached, Exhibit 1, interrogatories and, Exhibit 2, requests for production, seeking information about judgment debtor Garmong's bank accounts, investment accounts, and other judgments. No response was ever received. By

1 telephone call on January 12, 2023, counsel for defendants called counsel for Mr. Garmong  
2 asking about why no response had been received. The telephone call was followed by an email  
3 also asking for a response. (See January 12, 2023, email Exhibit 3.)

4 No response was received to these inquiries. Again on January 23, 2023, defense  
5 counsel called Mr. Garmong's counsel inquiring about responses to this written discovery. (See  
6 Declaration of Stephen S. Kent, Exhibit 4.)

7 No response has been received to these multiple inquiries.

8 As reflected in the Declaration of Stephen S. Kent, Defendants have called and e-mailed  
9 opposing counsel to try to resolve this discovery dispute prior to filing this motion.

10 Having received no communication, defendants move to compel and for an award of  
11 expenses of this motion.

#### 12 **AUTHORITY FOR MOTION**

13 NRCP 37(a)(3)(B) allows a party to seek an order compelling another party to respond to  
14 written discovery and to be awarded the expenses for that motion, see NRCP 37(a)(5). *Temora*  
15 *Trading Co. v. Perry*, 98 Nev. 229, 645 P.2d 436 (1982); *Hawkins v. The Eighth Judicial District*  
16 *Court of Nev.*, 133 Nev. 900, 407 P.3d 766 (Nev. 2017).

#### 17 **ARGUMENT**

##### 18 **I.**

#### 19 **PLAINTIFF GARMONG SHOULD BE ORDERED TO RESPOND** 20 **TO DEFENDANTS NOVEMBER 28, 2022, INTERROGATORIES** 21 **AND REQUESTS FOR PRODUCTION WITHOUT OBJECTION**

22 Despite several requests, Plaintiff Garmong has failed to respond to interrogatories and  
23 requests for production. The time to respond has expired. NRCP 37(a)(3)(B) authorized this  
24 motion and an order compelling a response. *Bahena v. Goodyear Tire & Rubber Co.*, 126 Nev.  
25 243, 235 P.3d 592 (2010).

26 Defendants seek this discovery to gather information to locate plaintiff's assets so it can  
27 satisfy the balance of its judgment.

28 A failure to timely object to written discovery waives any objection. *Long v. Harrahs*,  
2006 WL 6844243 (2006); *Hall v. Sullivan*, 231 F.R.D. 468 (D. MD. 2005).

1 Plaintiff Garmong should be ordered to respond without objection immediately.

2 II.

3 **PLAINTIFF SHOULD PAY THE EXPENSE OF THIS MOTION**

4 NRCP 37(a)(5) allows recovery of the expenses for a motion to compel. Plaintiff's  
5 failure to respond to legitimate discovery has made necessary this motion

6 As allowed by the rule, defendants should receive an award of its expenses for this  
7 motion.

8 **CONCLUSION**

9 Plaintiff Garmong has failed to respond or object to defendants' discovery despite several  
10 requests. An order to compel requiring answers without objections and order awarding the  
11 expenses of this motion should be issued.

12 **AFFIRMATION**

13 The undersigned hereby declares that the within document does not contain the Social  
14 Security Number of any person.

15 DATED this 24th day of January, 2023.

16 GORDON REES SCULLY MANSUKHANI,  
17 LLP

18 By: 

19 STEPHEN S. KENT, ESQ.

20 Nevada Bar No. 1251

21 THIERRY V. BARKLEY, ESQ.

22 Nevada Bar No. 724

23 1 East Liberty Street, Suite 424

24 Reno, NV 89501

25 Telephone: (775) 467-2603

26 Facsimile: (775) 460-4901

27 [skent@grsm.com](mailto:skent@grsm.com)

28 [tbarkley@grsm.com](mailto:tbarkley@grsm.com)

*Attorneys for Defendants Wespac and  
Greg Christian*

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3  
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**CERTIFICATE OF SERVICE**

Pursuant to Rule 5(b) of the Nevada Rules of Civil Procedure, I hereby certify that I am an employee of Gordon Rees Scully Mansukhani and that on this date, I served a true and correct copy of the attached document(s) as follows:

\_\_\_\_\_ By placing the document(s) in a sealed envelope with first-class U.S. postage prepaid, and depositing it for mailing with the U.S. Postal Service in Reno, Nevada addressed to the person at the address listed below.

  X   By electronic service. By filing the document with the court's electronic filing system which serves counsel listed below electronically.

\_\_\_\_\_ By personally delivering the document(s) listed above, addressed to the person at the address as set forth below.

\_\_\_\_\_ By Federal Express.

\_\_\_\_\_ By facsimile.

Carl Hebert, Esq.  
2215 Stone View Drive  
Sparks, NV 89436

DATED this 24 day of January, 2023.

  
\_\_\_\_\_  
Sam Baker



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**INDEX OF EXHIBITS**

**NO.    DESCRIPTION**

1.    Interrogatories
2.    Requests for Production
3.    January 12, 2023 email to Carl Hebert
4.    Declaration of Stephen S. Kent

# Exhibit 1

# Exhibit 1

1 STEPHEN S. KENT, ESQ.  
2 Nevada Bar No. 1251  
3 GORDON REES SCULLY  
4 MANSUKHANI, LLP  
5 1 East Liberty Street, Suite 424  
6 Reno, NV 89501  
Telephone: (775) 467-2609  
Facsimile: (775) 460-4901  
E-mail: [skent@grsm.com](mailto:skent@grsm.com)  
[tbarkley@grsm.com](mailto:tbarkley@grsm.com)

7 *Attorneys for Defendants Wespac and Greg Christian*

8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
9 **IN AND FOR THE COUNTY OF WASHOE**

10  
11 GREGORY O. GARMONG,

12 Plaintiff,

13 vs.

14 WESPAC; GREG CHRISTIAN; DOES 1-  
15 10, inclusive,

16 Defendants.

CASE NO. CV12-01271

Dept. No. 6

17 **INTERROGATORIES TO PLAINTIFF**

18  
19 Defendants request that plaintiff answer, under oath, in accordance with the Nevada Rules of  
20 Civil Procedure, the following interrogatories:

21 **INTERROGATORY NO. 1:**

22 Please list each bank account you have had in your name or a joint account where you are  
23 one of the persons listed as owner in the name of or an entity, or trust, or company you own or  
24 are the trustee, creator of or beneficiary of, including the name, address, account number, and  
25 balance for each account from 2010 forward.

26 **INTERROGATORY NO. 2:**

27 Please list each investment account you have had in your name or a joint account where  
28 you are one of the persons listed as account owner or trustee in the name of an entity, or trust,

1 you own or are the trustee, creator of or beneficiary of, including the name, address, account  
2 number, and balance for each account from 2010 forward.

3 **INTERROGATORY NO. 3:**

4 Please state your date of birth, and social security number.

5 **INTERROGATORY NO. 4:**

6 Please identify and list all real property owned by you, the address, county, and state,  
7 assessor parcel number, where located, any mortgage or deed of trust with balance owed and the  
8 approximate value of each.

9 **INTERROGATORY NO. 5:**

10 Please list any judgments against you, the court, case number, parties, attorneys and  
11 amount of the judgment.

12 **INTERROGATORY NO. 6:**

13 Please list the court, case number, parties and attorneys in any case you are a party in.

14 DATED this 28th day of November, 2022.

15 GORDON REES SCULLY MANSUKHANI,  
16 LLP

17 By: 

18 STEPHEN S. KENT, ESQ.

19 Nevada Bar No. 1251

20 1 East Liberty Street, Suite 424

21 Reno, NV 89501

22 Telephone: (775) 467-2609

23 Facsimile: (775) 460-4901

24 skent@grsm.com

25 Attorneys for Defendants Wespac and  
26 Greg Christian

**CERTIFICATE OF SERVICE**

Pursuant to Rule 5(b) of the Nevada Rules of Civil Procedure, I hereby certify that I am an employee of Gordon Rees Scully Mansukhani and that on this date, I served a true and correct copy of the attached document(s) as follows:

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- By electronic service. By filing the document with the court's electronic filing system which serves counsel listed below electronically.

By personally delivering the document(s) listed above, addressed to the person at the address as set forth below.

By Federal Express.

By facsimile.

Carl Hebert, Esq.  
202 California Ave.  
Reno, NV 89509

DATED this 29 day of November, 2022.

Sam Baker  
Sam Baker

# Exhibit 2

# Exhibit 2

1 STEPHEN S. KENT, ESQ.  
2 Nevada Bar No. 1251  
3 GORDON REES SCULLY  
4 MANSUKHANI, LLP  
5 1 East Liberty Street, Suite 424  
6 Reno, NV 89501  
7 Telephone: (775) 467-2609  
8 Facsimile: (775) 460-4901  
9 E-mail: [skent@grsm.com](mailto:skent@grsm.com)  
10 [tbarkley@grsm.com](mailto:tbarkley@grsm.com)

11 *Attorneys for Defendants Wespac and Greg Christian*

12 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
13 **IN AND FOR THE COUNTY OF WASHOE**

14 GREGORY O. GARMONG,

15 Plaintiff,

16 vs.

17 WESPAC; GREG CHRISTIAN; DOES 1-  
18 10, inclusive,

19 Defendants.

CASE NO. CV12-01271

Dept. No. 6

20 **REQUESTS FOR PRODUCTION**

21 Defendants request that plaintiff answer, under oath, in accordance with Rule 34 of the  
22 Nevada Rules of Civil Procedure, respond to the following requests within thirty (30) days from  
23 the date hereof:

24 **REQUEST NO. 1:**

25 Please produce for inspection and copying copies of all bank statements, investment  
26 account statements, reflecting money you have on deposit or invested or a company entity or  
27 trust you own or are trustee of or creator of or beneficiary of for the ten (10) years before the date  
28 of these requests.

**REQUEST NO. 2:**

Please produce for inspection and copying copies of all documents reflecting transfers of

1 funds, real property, money, or other assets or property you have made in the two (2) years  
2 before the date of these requests, including all checks, online transfers, wire transfers, electronic  
3 transfers, payments, withdrawals, or other transfers.

4 **REQUEST NO. 3:**

5 Please produce for inspection and copying copies of any judgments against you from any  
6 court claiming that you owed money entered in the last ten (10) years.

7 **REQUEST NO. 4:**

8 Please produce for inspection and copying copies of the caption showing court, case  
9 number, parties, and attorney of any legal action you are presently a party to or have been a party  
10 to from 2010 to the present date.

11 **REQUEST NO. 5:**

12 Please produce for inspection and copying copies of any demands for payment made by  
13 anyone who claims you owe them money.

14 **REQUEST NO. 6:**

15 Please produce for inspection and copying copies of all deeds for real property where you  
16 are owner or an owner with other persons, companies, or entities you own or trusts where you  
17 are the trustees, creator of the trust, or beneficiary of the trust.

18 DATED this 28th day of November, 2022.

19 GORDON REES SCULLY MANSUKHANI,  
20 LLP

21 By: Stephen S. Kent

22 STEPHEN S. KENT, ESQ.

23 Nevada Bar No. 1251

24 1 East Liberty Street, Suite 424

25 Reno, NV 89501

26 Telephone: (775) 467-2609

27 Facsimile: (775) 460-4901

28 skent@grsm.com

*Attorneys for Defendants Wespac and  
Greg Christian*



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       By electronic service. By filing the document with the court's electronic filing system which serves counsel listed below electronically.


       By personally delivering the document(s) listed above, addressed to the person at the address as set forth below.

       By Federal Express.

       By facsimile.

Carl Hebert, Esq.  
202 California Ave.  
Reno, NV 89509

DATED this 28 day of November, 2022.

  
\_\_\_\_\_  
Sam Baker

FILED  
Electronically  
CV12-01271  
2023-01-24 11:08:02 AM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9471311 : csulezic

# Exhibit 3

# Exhibit 3

**Stephen Kent**

---

**From:** Stephen Kent  
**Sent:** Monday, January 23, 2023 5:19 PM  
**To:** 'carl@cmhebertlaw.com'  
**Subject:** Garmong v. Wespac, Christianson  
**Attachments:** 2022 11 28 Interrogatories to Plaintiff.pdf; 2022 11 28 Requests for Production to Plaintiff.pdf

Carl,

I am following up my voicemail this morning with this e-mail, again asking for responses to our interrogatories and requests for production that are attached. Having not heard back from my two telephone calls and January 12, 2023 e-mail I am advising you that I will be proceeding with a motion to compel. Thanks

Steve

---

**STEPHEN S. KENT | Of Counsel**

**GORDON REES SCULLY MANSUKHANI  
YOUR 50 STATE PARTNER®**

1 East Liberty Street, Suite 424  
Reno, NV 89501 Office: 775-467-2601 Direct: 775-467-2603 Fax: 775-324-9803  
[skent@grsm.com](mailto:skent@grsm.com)  
[www.grsm.com](http://www.grsm.com)  
[vCard](#)

**From:** Stephen Kent  
**Sent:** Thursday, January 12, 2023 11:43 AM  
**To:** 'carl@cmhebertlaw.com' <carl@cmhebertlaw.com>  
**Subject:** Garmong v. Wespac, Christianson

Carl,

Attached are our interrogatories and requests for production in pdf and Word served by mail on plaintiff in early December. Our calendaring is that responses were due January 3, 2023. We haven't received answers/responses or objections. I greatly appreciate you granting me extensions, so if you need an extension to respond let me know, we can have the extension apply while we try to reach a resolution but if we can't reach a resolution I will need answers/responses. Thanks

Steve

---

**STEPHEN S. KENT** | Of Counsel

**GORDON REES SCULLY MANSUKHANI**  
**YOUR 50 STATE PARTNER®**

1 East Liberty Street, Suite 424

Reno, NV 89501 Office: 775-467-2601 Direct: 775-467-2603 Fax: 775-324-9803

[skent@grsm.com](mailto:skent@grsm.com)

[www.grsm.com](http://www.grsm.com)

[vCard](#)

**Stephen Kent**

---

**From:** Stephen Kent  
**Sent:** Thursday, January 12, 2023 11:43 AM  
**To:** 'carl@cmhebertlaw.com'  
**Subject:** Garmong v. Wespac, Christianson  
**Attachments:** 2022 11 28 Interrogatories to Plaintiff.pdf; 2022 11 28 Requests for Production to Plaintiff.pdf; Requests for Production(72626694.2).doc; Interrogatories(72628944.2).doc

Carl,

Attached are our interrogatories and requests for production in pdf and Word served by mail on plaintiff in early December. Our calendaring is that responses were due January 3, 2023. We haven't received answers/responses or objections. I greatly appreciate you granting me extensions, so if you need an extension to respond let me know, we can have the extension apply while we try to reach a resolution but if we can't reach a resolution I will need answers/responses. Thanks

Steve

---

**STEPHEN S. KENT** | Of Counsel

**GORDON REES SCULLY MANSUKHANI**  
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1 East Liberty Street, Suite 424  
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[skent@grsm.com](mailto:skent@grsm.com)  
[www.grsm.com](http://www.grsm.com)  
[vCard](#)

FILED  
Electronically  
CV12-01271  
2023-01-24 11:08:02 AM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9471311 : csulezic

Exhibit 4

Exhibit 4

1 STEPHEN S. KENT, ESQ.  
2 Nevada Bar No. 1251  
3 GORDON REES SCULLY  
4 MANSUKHANI, LLP  
5 1 East Liberty Street, Suite 424  
6 Reno, NV 89501  
Telephone: (775) 467-2609  
Facsimile: (775) 460-4901  
E-mail: [skent@grsm.com](mailto:skent@grsm.com)

7 *Attorneys for Defendants Wespac and Greg Christian*

8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

9 **IN AND FOR THE COUNTY OF WASHOE**

10  
11 GREGORY O. GARMONG,

12 Plaintiff,

13 vs.

14 WESPAC; GREG CHRISTIAN; DOES 1-  
15 10, inclusive,

16 Defendants.

CASE NO. CV12-01271

Dept. No. 6

17 **DECLARATION OF STEPHEN S. KENT**

18 STATE OF NEVADA )  
19 :ss  
20 COUNTY OF WASHOE )

21 I, STEPHEN S. KENT, do that under penalty of perjury that the following facts are true  
22 and correct and of my own personal knowledge:

23 1. I am counsel for defendants in Garmong v. Wespac., et al., Case No. CV12-  
24 01271;

25 2. Attached are interrogatories and requests for production we served November 28,  
26 2022 by mail on Plaintiff's counsel obtain information about plaintiff's assets so we can collect  
27 defendants judgment;  
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3. On January 12, 2023 I called Mr. Hebert and left a voice mail about plaintiff's failure to respond to this written discovery. I followed this with the attached e-mail;

4. On January 23, 2023, I again called Mr. Hebert and left a voice mail asking for responses. I followed this with another e-mail.

5. No response to my e-mails and calls has ever been received.

DATED this 23d day of January, 2023.

  
STEPHEN S. KENT



CARL M. HEBERT, ESQ.  
Nevada Bar #250  
2215 Stone View Drive  
Sparks, NV 89436  
(775) 323-5556

Attorney for plaintiff

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

GREGORY O. GARMONG,  
Plaintiff,

vs.

CASE NO. : CV12-01271

WESPAC; GREG CHRISTIAN;  
DOES 1-10, inclusive,

DEPT. NO. : 6

Defendants.

---

**OPPOSITION TO DEFENDANTS' MOTION COMPEL DISCOVERY**

---

Plaintiff Gregory O. Garmong submits the following points and authorities in opposition to the motion to compel post-judgment discovery and request for expenses of motion filed by the defendants on January 24, 2023.

**POINTS AND AUTHORITIES**

On July 16, 2021 this Court entered judgment against the plaintiff for attorney's fees in the total amount of \$156,734.46, with interest at the legal rate. The defendants executed on the judgment and received the total amount due. In their motion for attorney's fees filed on September 1, 2022, counsel for the defendants wrote: "The respective Writs of Execution sought to recover a total judgment in the amount of \$174,003.36, which included principal, interest, attorneys' fees, and interest on the attorneys' fees post-judgment." Motion for fees at 4: 1-3. That amount was

1 collected from the plaintiff by executing on the writs: "On June 24, 2022, Fidelity<sup>1</sup> returned a check  
2 in the amount of \$174,003.36 in response to the writ of garnishment and execution." *Id.* at 4: 17-  
3 18. See also exhibit 1 to the motion for attorney's fees, the affidavit of Stephen S. Kent, Esq., at  
4 ¶ 3(A): "After my substitution of counsel and pursuing post judgment collection debtor proceedings  
5 against the Plaintiff, I was able to recover on a Writ of execution and attachment in the amount of  
6 \$174,003.36."

7  
8 The defendants' motion for fees referenced immediately above was denied by order of this  
9 Court on December 12, 2022. The reason was the defendants executed on the judgment without  
10 serving a statutory notice on the right to exemptions under NRS 21.075 and .076.

11 The defendants also filed a memorandum of post-judgment costs on November 14, 2022.  
12 The plaintiff moved to retax for the reason that the memorandum was untimely. This Court agreed  
13 and granted the motion to retax in an order dated January 7, 2023.

14 The defendants, by their own admission, have recovered the full amount stated in their  
15 writs of execution. By Court order, they are not entitled to post-judgment fees and costs. There  
16 is no reason to pursue post-judgment discovery under NRCP 69(a)(2); it is an abuse of process,  
17 if nothing else, and serves no purpose.

18 Finally, a motion to compel is a discovery motion. Counsel for the defendants has failed  
19 to make the consultation certification required by WDCR 12(6). The motion should be denied for  
20 this reason alone.

## 21 CONCLUSION

22 The judgment has been satisfied and the defendants denied fees and costs. There is no  
23 justification for serving post-judgment discovery at this point except, perhaps, to harass the  
24 plaintiff, whom the defendants have labeled a "vexation litigant." See the defendants' motion to  
25 reconsider the order denying fees, filed on January 23, 2023.

---

26  
27  
28 <sup>1</sup> An investment account held by the plaintiff.

The plaintiff respectfully requests that the Court deny the motion to compel as completely unnecessary and further deny the defendants any fees and costs for filing the motion to compel.

**THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT DOES NOT  
CONTAIN THE SOCIAL SECURITY NUMBER OF ANY PERSON.**

DATED this 7<sup>th</sup> day of February, 2023.

/S/ Carl M. Hebert  
CARL M. HEBERT, ESQ.

Counsel for plaintiff Garmong

1 3795  
2 STEPHEN S. KENT, ESQ.  
3 Nevada Bar No. 1251  
4 THIERRY V. BARKLEY, ESQ.  
5 Nevada Bar No. 724  
6 GORDON REES SCULLY  
7 MANSUKHANI, LLP  
8 1 East Liberty Street, Suite 424  
9 Reno, NV 89501  
10 Telephone: (775) 467-2603  
11 Facsimile: (775) 460-4901  
12 E-mail: [skent@grsm.com](mailto:skent@grsm.com)  
13 [tbarkley@grsm.com](mailto:tbarkley@grsm.com)

14 *Attorneys for Defendants Wespac and Greg Christian*

15 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

16 **IN AND FOR THE COUNTY OF WASHOE**

17 GREGORY O. GARMONG,

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21 10, inclusive,

22 Defendants.

CASE NO. CV12-01271

Dept. No. 6

23 **REPLY IN SUPPORT OF MOTION TO COMPEL**

24 Defendants, WESPAC and GREG CHRISTIAN, by and through their counsel of record,  
25 STEPHEN S. KENT, ESQ., of GORDON REES SCULLY MANSUKHANI, LLP, submits the  
26 following reply memorandum of points and authorities in support of their January 24, 2023  
27 motion to compel.

28 **INTRODUCTION**

Mr. Garmong is well aware that he still owes defendants money. Defendants' counsels  
statement in the declaration attached to the motion for attorneys fees that \$174,036.36 was  
collected was in error, that is the amount of the first writ. The amount collected was  
\$170,715.79. On January 12, 2023, defendants sent a detailed explanation of the amount

1 remaining due and a copy of a new writ of execution explaining the calculation of the amount  
2 due. The Carson City Sheriff's check, attached hereto as Exhibit 5, in the amount of  
3 \$170,715.79 was also attached as Exhibit 2 to the January 23, 2023, Reply in Support of Motion  
4 For Debtor's Exam as well as a new Writ, Exhibit 3 to the Reply in Support of Motion for  
5 Debtor's Exam were served on Garmong's counsel. Garmong has not sent any communication  
6 disagreeing with the calculation. Also, attached are the January 12, 2023 e-mail, letter  
7 explaining the calculation of the amounts owing, and the new writ and a stipulation to extend  
8 date to file motion to reconsider, Exhibits 1, 2, 3 and 4. This calculation of the remaining  
9 amount due was also explained in the January 23, 2023 reply brief in support of motion for  
10 debtor's exam. Presently Mr. Garmong also know that only \$170,715.79 was deducted from his  
11 account.

12 This establishes that Mr. Garmong and his counsel know that the amount collected was  
13 \$170,715.79, but they represented to the court that \$174,036.36 was collected. At the very least,  
14 Mr. Garmong should have disclosed that there is other evidence that only \$170,715.79 was  
15 collected. Defendants believe that Mr. Garmong is preparing his own briefs in this case. It has  
16 therefore been established that Mr. Garmong will give false information to this court. Mr.  
17 Garmong's credibility should be viewed skeptically.

18 Defendants counsel wrote two e-mails and made two telephone calls to Mr. Garmong's  
19 counsel to try to have Mr. Garmong respond to interrogatories and requests for production before  
20 filing the motion. Counsel's certification of attempts to resolve this discovery dispute are in his  
21 declaration. See Exhibit 4 and brief page 2, ll. 8-9., to said motion to compel.

22 By not responding to interrogatories and requests for production, Garmong has waived  
23 any objection and cannot now object or claim irrelevance as he attempts to do in his opposition.  
24 Defendants seek the discovery to locate Mr. Garmong's assets and learn about other judgments  
25 as reflected in the written discovery. The written discovery is very brief and short.

26 Mr. Garmong's counsel promised to provide responses by e-mail, Exhibit 6, p. 2, January  
27 24 and 25, 2023 email exchange, but has not done so.

28 It is apparent from the briefs that Mr. Garmong is preparing them and has a goal of

1 prolonging defendants' recovery of what is owed.

2 An order compelling responses to the discovery should be issued and awarding the costs  
3 of the motion.

4 **ARGUMENT**

5 **I.**

6 **AMOUNTS ARE DUE UNDER THE JUDGMENT**

7 Attached is defendants demand letter, Exhibit 2, copy of the check from the Carson  
8 Sheriff, Exhibit 5, and a new writ issued by this Court, Exhibit 3, confirming Mr. Garmong still  
9 owes defendant and email communication attempting to agree on an amount to end the litigation  
10 and also asking for responses to discovery. Exhibit 6.

11 **II.**

12 **DEFENDANT MADE NUMEROUS ATTEMPTS TO HAVE**  
13 **GARMONG RESPOND TO BRIEF WRITTEN DISCOVERY**  
14 **BUT THESE ATTEMPTS WERE IGNORED**

15 On November 28, 2022, defendants served by mail interrogatories and requests for  
16 production (Exhibits 1 and 2 to their motion to compel), seeking information about judgment  
17 debtor Garmong's bank accounts, investment accounts, and other judgments. No response was  
18 ever received. By telephone call on January 12, 2023, counsel for defendants called counsel for  
19 Mr. Garmong asking through voice mail why no response had been received. The telephone call  
20 was followed by an email also asking for a response. (See January 12, 2023, email Exhibit 1).

21 No response was received to these inquiries. Again on January 23, 2023, defense counsel  
22 called Mr. Garmong's counsel inquiring through voice mail about responses to this written  
23 discovery. (See Declaration of Stephen S. Kent, Exhibit 4 to motion to compel).

24 No response was received to these multiple inquiries.

25 As reflected in the Declaration of Stephen S. Kent, Defendants have called and e-mailed  
26 opposing counsel to try to resolve this discovery dispute prior to filing this motion.

27 Having received no response to their efforts to meet and confer, defendants moved to  
28 compel and requested an award of expenses of this motion.

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III.

**PLAINTIFF GARMONG SHOULD BE ORDERED TO RESPOND  
TO DEFENDANTS NOVEMBER 28, 2022, INTERROGATORIES  
AND REQUESTS FOR PRODUCTION WITHOUT OBJECTION**

Plaintiff Garmong has failed to respond to interrogatories and requests for production. The time to respond has expired. NRCP 37(a)(3)(B) authorized this motion and an order compelling a response. *Bahena v. Goodyear Tire & Rubber Co.*, 126 Nev. 243, 235 P.3d 592 (2010).

Defendants seek this discovery to gather information to locate plaintiff's assets so it can satisfy the balance of its judgment and identify other judgments.

A failure to timely object to written discovery waives any objection. *Long v. Harrahs*, 2006 WL 6844243 (2006); *Hall v. Sullivan*, 231 F.R.D. 468 (D. MD. 2005). Mr. Garmong's objections in the opposition should be ignored.

Plaintiff Garmong should be ordered to respond without objection immediately.

IV.

**PLAINTIFF SHOULD PAY THE EXPENSE OF THIS MOTION**

NRCP 37(a)(5) allows recovery of the expenses for a motion to compel. Plaintiff's failure to respond to legitimate discovery has made necessary this motion

As allowed by the rule, defendants should receive an award of their expenses for their motion.

**CONCLUSION**

Plaintiff Garmong has failed to respond or object to defendants' discovery despite several requests and attempt to resolve the dispute. An order to compel requiring answers without objections and an order awarding the expenses of this motion should be issued.

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**AFFIRMATION**

The undersigned hereby declares that the within document does not contain the Social Security Number of any person.

DATED this 10<sup>th</sup> day of February, 2023.

GORDON REES SCULLY MANSUKHANI,  
LLP

By: /s/ Stephen S. Kent  
STEPHEN S. KENT, ESQ.  
Nevada Bar No. 1251  
THIERRY V. BARKLEY, ESQ.  
Nevada Bar No. 724  
1 East Liberty Street, Suite 424  
Reno, NV 89501  
Telephone: (775) 467-2603  
Facsimile: (775) 460-4901  
skent@grsm.com  
tbarkley@grsm.com  
*Attorneys for Defendants Wespac and  
Greg Christian*



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**CERTIFICATE OF SERVICE**

Pursuant to Rule 5(b) of the Nevada Rules of Civil Procedure, I hereby certify that I am an employee of Gordon Rees Scully Mansukhani and that on this date, I served a true and correct copy of the attached document(s) as follows:

By placing the document(s) in a sealed envelope with first-class U.S. postage prepaid, and depositing it for mailing with the U.S. Postal Service in Reno, Nevada addressed to the person at the address listed below.

X By electronic service. By filing the document with the court's electronic filing system which serves counsel listed below electronically.

By personally delivering the document(s) listed above, addressed to the person at the address as set forth below.

By Federal Express.

By facsimile.

Carl Hebert, Esq.  
2215 Stone View Drive  
Sparks, NV 89436

DATED this 10<sup>th</sup> day of February, 2023.

Sam Baker  
Sam Baker

**INDEX OF EXHIBITS**

**NO.    DESCRIPTION**

1.    January 12, 2023 email correspondence
2.    Demand Letter with explanation of amounts owed
3.    New Writ of Execution with Garnishment
4.    Stipulation and order requesting to extend due date for reply in Support of Motion  
For Debtor's Exam and date to file Motion to Reconsider order denying motion for  
Attorney's fees
5.    Carson City Sheriff's Office check on return of execution of \$170,715.79
6.    January 24 and 25, 2023 Email communication

**FILED**  
**Electronically**  
**CV12-01271**  
**2023-02-10 04:35:04 PM**  
**Alicia L. Lerud**  
**Clerk of the Court**  
**Transaction # 9505599**

**Exhibit 1**

**Exhibit 1**

**Stephen Kent**

---

**From:** Stephen Kent  
**Sent:** Thursday, January 12, 2023 11:16 AM  
**To:** 'carl@cmhebertlaw.com'  
**Cc:** Randy Woolsey  
**Subject:** Garmong vs. WESPAC  
**Attachments:** 2023 01 12 Letter to Carl Hebert.pdf; 2023 01 11 Issued and Certified Writ of Execution with Garnishment.pdf; Stipulation and request to extend due date for Reply in Support of Motion for Debtors exam and date to file Motion to reconsider(73565978.1).doc

Carl,

Attached is my clients demand letter and a copy of a writ of execution issued by the Court Clerk approving our calculations of the amount currently due as of January 11, 2023, \$7,750.53, before additional fees and costs not yet awarded of \$22,607.70 are added, for a total I believe is due of \$30,358.03. This \$30,358.03 is my clients demand. I will forward this \$7,750.53 new writ that to the Carson City Sherriff and proceed with the motion for debtors exam if we are not able to agree on an amount your client will pay to resolve this litigation. Please talk to your client and let me know if there is an amount your client would agree to pay to resolve the amount owed and the case wherein my client will in exchange for an agreed payment file a satisfaction of judgment?

Also have you had a chance to look at the stipulation for extension of time I sent to you Tuesday? Another copy is attached. Thanks

Steve

---

**STEPHEN S. KENT | Of Counsel**

**GORDON REES SCULLY MANSUKHANI  
YOUR 50 STATE PARTNER®**

1 East Liberty Street, Suite 424  
Reno, NV 89501 Office: 775-467-2601 Direct: 775-467-2603 Fax: 775-324-9803  
[skent@grsm.com](mailto:skent@grsm.com)  
[www.grsm.com](http://www.grsm.com)  
[vCard](#)

**From:** Stephen Kent  
**Sent:** Tuesday, January 10, 2023 3:40 PM  
**To:** 'carl@cmhebertlaw.com' <carl@cmhebertlaw.com>  
**Cc:** Randy Woolsey <rwoolsey@grsm.com>  
**Subject:** Garmong vs. WESPAC

Carl,

Thank you very much for agreeing last Friday to my requested extensions for the reply in support of the motion for debtors exam and extension of the time to file a motion for reconsideration of the order denying our motion for attorney's fees through January 23, 2023. Attached is a draft stipulation for extension of time. Please let me know if it is ok. Thanks

Steve

---

**STEPHEN S. KENT** | Of Counsel

**GORDON REES SCULLY MANSUKHANI**  
**YOUR 50 STATE PARTNER®**

1 East Liberty Street, Suite 424  
Reno, NV 89501 Office: 775-467-2601 Direct: 775-467-2603 Fax: 775-324-9803  
[skent@grsm.com](mailto:skent@grsm.com)  
[www.grsm.com](http://www.grsm.com)  
[vCard](#)

From: Stephen Kent  
Sent: Friday, January 6, 2023 1:21 PM  
To: [carl@cmhebertlaw.com](mailto:carl@cmhebertlaw.com)  
Cc: Randy Woolsey <[rwoolsey@grsm.com](mailto:rwoolsey@grsm.com)>  
Subject: Garmong vs. WESPAC

Carl,

Thank you for the extensions I really appreciate it.

I just left you a voicemail explaining that we trying to calculate the amount due on the judgment. The calculation in the motion for debtors exam is incorrect. I would like to have more time to complete the calculation then have the Court Clerk confirm their agreement with our numbers by issuing a second writ. Once I have writ approved by the clerk I can send it to you and hold onto the new writ without asking the Sherriff to execute and let you know what that calculation is and make a demand for resolution of the judgment so we can see if our clients can agree on a number to resolve the judgment. If our clients can't agree then I can proceed with the writ and debtors exam etc. So I am asking for an additional extension to file the reply in support of the motion for debtors exam and extension of the time to file a motion for reconsideration of the order denying our motion for attorney's fees while we work on attempting to agree on a number. Please let me know if this is agreeable. Thanks

Steve

---

**STEPHEN S. KENT** | Of Counsel

**GORDON REES SCULLY MANSUKHANI**  
**YOUR 50 STATE PARTNER®**

1 East Liberty Street, Suite 424  
Reno, NV 89501 Office: 775-467-2601 Direct: 775-467-2603 Fax: 775-324-9803  
[skent@grsm.com](mailto:skent@grsm.com)  
[www.grsm.com](http://www.grsm.com)  
[vCard](#)

From: Carl Hebert Law <[carl@cmhebertlaw.com](mailto:carl@cmhebertlaw.com)>  
Sent: Tuesday, December 27, 2022 12:50 PM  
To: Randy Woolsey <[rwoolsey@grsm.com](mailto:rwoolsey@grsm.com)>  
Subject: RE: Garmong vs. WESPAC

Sure, that's fine.

Carl

From: Randy Woolsey <[rwoolsey@grsm.com](mailto:rwoolsey@grsm.com)>  
Sent: Tuesday, December 27, 2022 11:38 AM  
To: Carl Hebert Law <[carl@cmhebertlaw.com](mailto:carl@cmhebertlaw.com)>  
Subject: RE: Garmong vs. WESPAC

Hello Carl,

May we also have an extension to 1/7/23 to file our Motion for Reconsideration to Notice of Entry of Order Denying Defendants Motion for Attorney's Fees?

Thank you,

**RANDY R. WOOLSEY** Paralegal/Office Coordinator

**GORDON REES SCULLY MANSUKHANI**  
**YOUR 50 STATE PARTNER®**

1 East Liberty Street, Suite 424  
Reno, NV 89501  
[rwoolsey@grsm.com](mailto:rwoolsey@grsm.com)

From: Randy Woolsey  
Sent: Wednesday, December 21, 2022 1:11 PM  
To: Carl Hebert Law <[carl@cmhebertlaw.com](mailto:carl@cmhebertlaw.com)>  
Cc: Stephen Kent <[skent@grsm.com](mailto:skent@grsm.com)>  
Subject: RE: Garmong vs. WESPAC

Carl,

Thank you very much. Have a Merry Christmas and Happy New Year.

**RANDY R. WOOLSEY** | Paralegal/Office Coordinator

**GORDON REES SCULLY MANSUKHANI**  
**YOUR 50 STATE PARTNER®**

1 East Liberty Street, Suite 424  
Reno, NV 89501  
[rwoolsey@grsm.com](mailto:rwoolsey@grsm.com)

From: Carl Hebert Law <[carl@cmhebertlaw.com](mailto:carl@cmhebertlaw.com)>  
Sent: Wednesday, December 21, 2022 11:48 AM  
To: Randy Woolsey <[rwoolsey@grsm.com](mailto:rwoolsey@grsm.com)>  
Subject: RE: Garmong vs. WESPAC

Randy:

Yes, you can have an extension. However, I recommend an extension through 1/7/23 so that no one has to work on it between Christmas and the New Year.

Please call if you wish to discuss. If I don't hear from you, you can take through 1/7/23.

Best regards,

Carl Hebert  
775-772-5556 (cell)

From: Randy Woolsey <[rwoolsey@grsm.com](mailto:rwoolsey@grsm.com)>  
Sent: Wednesday, December 21, 2022 11:41 AM  
To: Carl Hebert Law <[carl@cmhebertlaw.com](mailto:carl@cmhebertlaw.com)>  
Cc: Stephen Kent <[skent@grsm.com](mailto:skent@grsm.com)>  
Subject: Garmong vs. WESPAC

Hello Mr. Hebert,

I am writing on behalf of Stephen Kent requesting a 7 day extension to file our Reply ISO of our Motion for Debtors exam due to Steve's illness and the Holiday. The Reply is currently due Friday, December 23<sup>rd</sup>. With the extension the Reply would be due Friday, December 30<sup>th</sup>. Is that Ok?

Thank you,

**RANDY R. WOOLSEY** | Paralegal/Office Coordinator

**GORDON REES SCULLY MANSUKHANI  
YOUR 50 STATE PARTNER®**

**1 East Liberty Street, Suite 424  
Reno, NV 89501  
D: 775-467-2606 | [rwoolsey@grsm.com](mailto:rwoolsey@grsm.com)**

---

This email communication may contain CONFIDENTIAL INFORMATION WHICH ALSO MAY BE LEGALLY PRIVILEGED and is intended only for the use of the intended recipients identified above. If you are not the intended recipient of this communication, you are hereby notified that any unauthorized review, use, dissemination, distribution, downloading, or copying of this communication is strictly prohibited. If you are not the intended recipient and have received this communication in error, please immediately notify us by reply email, delete the communication and destroy all copies.

**GORDON REES SCULLY MANSUKHANI, LLP  
YOUR 50 STATE PARTNER®  
<http://www.grsm.com>**



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CV12-01271  
2023-02-10 04:35:04 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9505599

Exhibit 2

Exhibit 2

STEPHEN S. KENT  
SKENT@GRSM.COM  
THERRY V. BARKLEY  
TBARKLEY@GRSM.COM  
DIRECT DIAL: (775) 487-2801  
DIRECT FAX: (775) 480-4901

**GORDON & REES**  
**SCULLY MANSUKHANI**  
YOUR 50 STATE PARTNER

ATTORNEYS AT LAW  
1 EAST LIBERTY STREET, SUITE 424  
RENO, NV 89501  
ATTORNEYS AT LAW  
WWW.GRSM.COM

January 12, 2023

Carl Hebert, Esq.  
2215 Stone View Drive  
Sparks, NV 89436

Re: Gregory Garmong v. WESPAC, Greg Christian  
Washoe County District Court Case No. CV12-01271, Dept. No. 6

Dear Carl:

As I indicated I am providing you with a demand for the balance owed on the judgment in the hope that our clients can agree on a number and have your client pay that concluding this litigation and saving your client from having to pay my attorney's fees and costs to collect what remains owing.

We have judgment liens on your client's real property that we can proceed to execute on. We can also execute on your clients money in banks, investments, etc. We are confident the court will grant our motion for debtor's exam wherein we can have the court order your client to surrender assets. Attached is a Writ of Execution with Garnishment issued by the Court today.

Our information is that there are numerous frivolous lawsuits filed by your client in the Second Judicial District Court and two other significant out of state attorney's fee judgments against your client. If we can't resolve payment of this judgment case we will seek to have Mr. Garmong declared a vexatious litigant as part of a motion for reconsideration of the order denying attorney's fees as an additional basis for seeking fees and costs.

Continuing collection efforts are expensive but I am confident your client will ultimately pay these expenses if we do not reach an agreement for payment.

The amount owing as of January 11, 2023 is as follows:

\$111,649.96	First Award of Attorney's Fees
\$ 19,255.94	Interest on \$111,649.96 from 03/11/2019 to 06/22/22, and
\$ 45,084.50	Second Attorney's Fees Award
\$ 10.00	fee for issuance of January 11, 2023 Writ of Execution
<u>\$ 2,235.60</u>	interest on \$45,084.50 from 07/12/21 to 06/22/22
<b>\$178,236.00</b>	The judgment as entered.

January 12, 2023  
Page 2

Credit from the Writ of Execution payment in the amount of \$170,715.79 which is to be first credited against the total accrued costs and accrued interest, with any excess credit against the judgment as entered, leaving a net balance of \$7,520.21 of which \$7,520.21 bears interest at 5.25% per annum, in the amount of \$1.08 per day, from June 22, 2022 to present. The total amount due on the judgment as of the date of this letter is therefore 204 days x \$1.08 = \$220.32 + \$10.00 for issuance of Writ of Execution with Garnishment = \$230.32 + \$7,520.21 = \$7,750.53.

\$ 7,750.53	Balance Owing as of 1-11-2023 (confirmed by enclosed Writ issued by Court)
\$ 6,433.50	Attorney's fees pending motion to reconsider
\$ 257.50	Costs pending application
\$ 3,420.00	Gordon Rees Attorney's fees after application fees through Nov. 2022
\$ 10.00	Gordon Rees Costs after application for fees
<u>\$ 12,486.50</u>	Thomas Bradley Attorney Fees for Garmong unsuccessful appeal
\$ 30,358.03	Total due and demand

Our client will accept therefore, \$30,358.03 in satisfaction of the judgment.

I look forward to your response. Our collection efforts will continue unabated until we reach agreement.

Very truly yours,

GORDON REES SCULLY MANSUKHANI, LLP

  
Stephen S. Kent

SSK:sb

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CV12-01271  
2023-02-10 04:35:04 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9505599

Exhibit 3

Exhibit 3

Gordon Rees Scully Mansukhani, LLP  
1 East Liberty Street, Suite 424  
Reno, NV 89501

1 4320  
2 STEPHEN S. KENT, ESQ.  
3 Nevada Bar No. 1251  
4 GORDON REES SCULLY MANSUKHANI, LLP  
5 1 East Liberty, Suite 424  
6 Reno, Nevada 89501  
7 Telephone: (775) 467-2601; 775-467-2603  
8 Facsimile: (775) 460-4901  
9 E-Mail: [skent@grsm.com](mailto:skent@grsm.com)  
10 Attorneys for Defendants  
11 WESPAC and GREG CHRISTIAN  
12  
13  
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FILED

2023 JAN 11 AM 10:29

 COUR

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

GREGORY GARMONG

Plaintiff,

vs.

WESPAC, GREG CHRISTIAN, and  
Does 1-10,  
Defendants.

Case No. CV12-01271

Dept. No. 6

**WRIT OF EXECUTION WITH  
GARNISHMENT**

THE PEOPLE OF THE STATE OF NEVADA:

To the Sheriff of Carson City:

On July 16, 2021, a Final Judgment was entered by the above-entitled Court in the above-entitled action in favor of Defendants, WESPAC and GREG CHRISTIAN, as judgment creditors, and against GREGORY GARMONG, Plaintiff, as judgment debtor, for:

\$111,649.96	Arbitration Attorneys fee award amount
<u>\$ 45,084.50</u>	attorney's fees
	making a total amount of
<u>\$156,734.46</u>	the judgment as entered, and

1 WHEREAS, according to an affidavit or a memorandum of costs after judgment or both,  
2 filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

3 \$ 19,255.94 interest on principal amount of \$111,649.96 from 3/11/19, the date  
4 of the arbitrator's final award, to 6/22/22 (1,199 days) at 5.25%  
(\$16.06 per diem), and

5 \$ 2,235.60 interest on attorney's fees amount of \$45,084.50 from 7/12/21 the  
6 date the court awarded additional attorneys fees to 06/22/22  
7 (345 days) at 5.25% (\$6.48 per diem), and

8 \$ 10.00 fee for issuance of Writ of Execution, making a total of

9 \$ 21,501.54 accrued interest, costs, and fees.

10 \$ 178,236.00 Total Due as of June 22, 2022.

11 CREDIT may be given a partial payment from return on execution received on June 22,  
12 2022, in the amount of \$ 170,715.79, which is to be first credited against the total accrued  
13 interests and costs, with any excess credited against the judgment as entered, leaving a net  
14 balance of \$ 7,520.21 (\$178,236.00 - \$170,715.79 = \$7,520.21) actually due on June 22, 2022,  
15 the date of the partial payment from execution.  
16

17 WHEREAS, it appears that further sums have accrued on the remaining balance since  
18 June 22, 2022, the date of the partial payment described above, to wit:

19 \$ 220.32 interest on net balance of \$7,520.21 from 6/22/22 to 1/11/23 (204  
20 days) at 5.25% (\$1.08 per diem), and

21 \$ 10.00 fee for issuance of Writ of Execution, making a total of

22 \$ 230.32 total accrued interest and fees for this writ.

23 WHEREAS, on the date of issuance of this Writ January 11, 2023, there actually is due  
24 \$ 7,750.53 (\$7,520.21 - \$230.32 = \$7,750.53), of which \$7,750.53 bears interest at 5.25 percent  
25 per annum, in the amount of \$1.11 per day, from January 11, 2023, to the date of levy, to which  
26 must be added the commissions and costs of the officer executing this writ.  
27  
28

Gordon Ross Scully Macintosh, LLP  
1 East Liberty Street, Suite 424  
Reno, NV 89501

1 NOW, THEREFORE, SHERIFF OF CARSON CITY, you are hereby commanded to  
2 satisfy this judgment with interest and costs as provided by law, out of the personal property of  
3 the judgment debtor, by serving upon FIDELITY INVESTMENTS/FIDELITY BROKERAGE  
4 SERVICES, LLC, including, but not limited to, Gregory Garmong/Fidelity Account Nos. Z72-  
5 443549 and/or Z72-443557, Fidelity Investments Resident Agent, CR Corporation, 701 S.  
6 Carson Street, Carson City, Nevada 89701, this Writ of Execution with Garnishment, and if  
7 sufficient personal property cannot be found, then out of the real property belonging to the debtor  
8 in the aforesaid county, and make return to this Writ within no less than 10 days nor more than  
9 60 days endorsed thereon with what you have done.  
10

11 Further, pursuant to NRS 21.075 and 21.076 you shall serve a copy of this Writ on  
12 debtor, Gregory Garmong's counsel, Carl Hebert, Esq., 2215 Stone View Drive, Sparks, Nevada  
13 89436, by mail within one day of the service on Fidelity Investments/Fidelity Brokerage.  
14

15 DATED this 11<sup>th</sup> day of January, 2023.

16 CLERK OF THE COURT  
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**NOTICE OF EXECUTION**

**YOUR PROPERTY IS BEING ATTACHED OR YOUR WAGES ARE BEING  
GARNISHED**

A court has determined that you owe money to Defendants, WESPAC and Greg Christian, the judgment creditors. The judgment creditors have begun the procedure to collect that money by garnishing your wages, bank account and other personal property held by third persons or by taking money or other property in your possession.

Certain benefits and property owned by you may be exempt from execution and may not be taken from you. The following is a partial list of exemptions:

1. Payments received pursuant to the federal Social Security Act, including, without limitation, retirement and survivors' benefits, supplemental security income benefits and disability insurance benefits.

2. Payments for benefits or the return of contributions under the Public Employees' Retirement System.

3. Payments for public assistance granted through the Division of Welfare and Supportive Services of the Department of Health and Human Services or a local governmental entity.

4. Proceeds from a policy of life insurance.

5. Payments of benefits under a program of industrial insurance.

6. Payments received as disability, illness or unemployment benefits.

7. Payments received as unemployment compensation.

8. Veteran's benefits.

9. A homestead in a dwelling or a mobile home, including, subject to the provisions of section 6.5 of this act, the proceeds from the sale of such property, not to exceed \$605,000, unless:

(a) The judgment is for a medical bill, in which case all of the primary dwelling, including a mobile or manufactured home, may be exempt.

(b) Allodial title has been established and not relinquished for the dwelling or mobile home, in which case all of the dwelling or mobile home and its appurtenances are exempt, including the land on which they are located, unless a valid waiver executed pursuant to NRS 115.010 is applicable to the judgment.

10. All money reasonably deposited with a landlord by you to secure an agreement to rent or lease a dwelling that is used by you as your primary residence, except that such money is not exempt with respect to a landlord or landlord's successor in interest who seeks to enforce the terms of the agreement to rent or lease the dwelling.

11. A vehicle, if your equity in the vehicle is less than \$15,000.

12. Eighty-two percent of the take-home pay for any workweek if your gross weekly salary or wage was \$770 or less on the date the most recent writ of garnishment was issued, or seventy-five percent of the take-home pay for any workweek if your gross weekly salary or wage exceeded \$770 on the date the most recent writ of garnishment was issued, unless the weekly take-home pay is less than 50 times the federal minimum hourly wage, in which case the entire amount may be exempt.

13. Money, not to exceed \$1,000,000 in present value, held in:



1 (a) An individual retirement arrangement which conforms with or is maintained  
2 pursuant to the applicable limitations and requirements of section 408 or 408A of the Internal  
3 Revenue Code, 26 U.S.C. §§ 408 and 408A, including, without limitation, an inherited individual  
retirement arrangement;

4 (b) A written simplified employee pension plan which conforms with or is maintained  
5 pursuant to the applicable limitations and requirements of section 408 of the Internal Revenue  
Code, 26 U.S.C. § 408, including, without limitation, an inherited simplified employee pension  
plan;

6 (c) A cash or deferred arrangement plan which is qualified and maintained pursuant to  
7 the Internal Revenue Code, including, without limitation, an inherited cash or deferred  
arrangement plan;

8 (d) A trust forming part of a stock bonus, pension or profit-sharing plan that is qualified  
9 and maintained pursuant to sections 401 et seq. of the Internal Revenue Code, 26 U.S.C. §§ 401  
et seq.; and

10 (e) A trust forming part of a qualified tuition program pursuant to chapter 353B of  
11 NRS, any applicable regulations adopted pursuant to chapter 353B of NRS and section 529 of  
the Internal Revenue Code, 26 U.S.C. § 529, unless the money is deposited after the entry of a  
12 judgment against the purchaser or account owner or the money will not be used by any  
beneficiary to attend a college or university.

13 14. All money and other benefits paid pursuant to the order of a court of competent  
14 jurisdiction for the support, education and maintenance of a child, whether collected by the  
judgment debtor or the State.

15 15. All money and other benefits paid pursuant to the order of a court of competent  
16 jurisdiction for the support and maintenance of a former spouse, including the amount of any  
arrearages in the payment of such support and maintenance to which the former spouse may be  
entitled.

17 16. Regardless of whether a trust contains a spendthrift provision:

18 (a) A present or future interest in the income or principal of a trust that is a contingent  
interest, if the contingency has not been satisfied or removed;

19 (b) A present or future interest in the income or principal of a trust for which  
20 discretionary power is held by a trustee to determine whether to make a distribution from the  
trust, if the interest has not been distributed from the trust;

21 (c) The power to direct dispositions of property in the trust, other than such a power  
held by a trustee to distribute property to a beneficiary of the trust;

22 (d) Certain powers held by a trust protector or certain other persons; and

23 (e) Any power held by the person who created the trust.

24 17. If a trust contains a spendthrift provision:

25 (a) A present or future interest in the income or principal of a trust that is a mandatory  
interest in which the trustee does not have discretion concerning whether to make the  
distribution from the trust, if the interest has not been distributed from the trust; and

26 (b) A present or future interest in the income or principal of a trust that is a support  
27 interest in which the standard for distribution may be interpreted by the trustee or a court, if the  
interest has not been distributed from the trust.

28 18. A vehicle for use by you or your dependent which is specially equipped or modified  
to provide mobility for a person with a permanent disability.

19. A prosthesis or any equipment prescribed by a physician or dentist for you or your dependent.

20. Payments, in an amount not to exceed \$16,150, received as compensation for personal injury, not including compensation for pain and suffering or actual pecuniary loss, by the judgment debtor or by a person upon whom the judgment debtor is dependent at the time the payment is received.

21. Payments received as compensation for the wrongful death of a person upon whom the judgment debtor was dependent at the time of the wrongful death, to the extent reasonably necessary for the support of the judgment debtor and any dependent of the judgment debtor.

22. Payments received as compensation for the loss of future earnings of the judgment debtor or of a person upon whom the judgment debtor is dependent at the time the payment is received, to the extent reasonably necessary for the support of the judgment debtor and any dependent of the judgment debtor.

23. Payments received as restitution for a criminal act.

24. Personal property, not to exceed \$10,000 in total value, if the property is not otherwise exempt from execution.

25. A tax refund received from the earned income credit provided by federal law or a similar state law.

26. Stock of a corporation described in subsection 2 of NRS 78.746 except as set forth in that section.

These exemptions may not apply in certain cases such as a proceeding to enforce a judgment for support of a person or a judgment of foreclosure on a mechanic's lien. You should consult an attorney immediately to assist you in determining whether your property or money is exempt from execution. If you cannot afford an attorney, you may be eligible for assistance through Washoe Legal Services. If you do not wish to consult an attorney or receive legal services from an organization that provides assistance to persons who qualify, you may obtain the form to be used to claim an exemption from the clerk of the court.

#### **PROCEDURE FOR CLAIMING EXEMPT PROPERTY**

If you believe that the money or property taken from you is exempt, you must complete and file with the clerk of the court an executed claim of exemption. A copy of the claim of exemption must be served upon the sheriff, the garnishee and the judgment creditor within 10 days after the notice of execution or garnishment is served on you by mail pursuant to NRS 21.076 which identifies the specific property that is being levied on. The property must be released by the garnishee or the sheriff within 9 judicial days after you serve the claim of exemption upon the sheriff, garnishee and judgment creditor, unless the sheriff or garnishee receives a copy of an objection to the claim of exemption and a notice for a hearing to determine the issue of exemption. If this happens, a hearing will be held to determine whether the property or money is exempt. The objection to the claim of exemption and notice for the hearing to determine the issue of exemption must be filed within 8 judicial days after the claim of exemption is served on the judgment creditor by mail or in person and served on the judgment debtor, the sheriff and any garnishee not less than 5 judicial days before the date set for the hearing. The hearing to determine whether the property or money is exempt must be held within 7 judicial days after the objection to the claim of exemption and notice for the hearing is filed. You may be able to have your property released more quickly if you mail to the judgment creditor or the attorney of the judgment creditor written proof that the property is exempt. Such

Gordon Ross Scully Mansukhani, LLP  
1 East Liberty Street, Suite 404  
Reno, NV 89501

1 proof may include, without limitation, a letter from the government, an annual statement from a  
2 pension fund, receipts for payment, copies of checks, records from financial institutions or any  
3 other document which demonstrates that the money in your account is exempt.

4 IF YOU DO NOT FILE THE EXECUTED CLAIM OF EXEMPTION WITHIN THE TIME  
5 SPECIFIED, YOUR PROPERTY MAY BE SOLD AND THE MONEY GIVEN TO THE  
6 JUDGMENT CREDITOR, EVEN IF THE PROPERTY OR MONEY IS EXEMPT.  
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**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office

DATE:

JAN 11 2023

ALICIA L. LERUD, Clerk of the Second Judicial District Court, in and for the County of Washoe, State of Nevada.

By

Page

Deputy

**FILED**  
**Electronically**  
**CV12-01271**  
**2023-02-10 04:35:04 PM**  
**Alicia L. Lerud**  
**Clerk of the Court**  
**Transaction # 9505599**

# Exhibit 4

# Exhibit 4

1 4050  
2 STEPHEN S. KENT, ESQ.  
3 Nevada Bar No. 1251  
4 GORDON REES SCULLY  
5 MANSUKHANI, LLP  
6 1 East Liberty Street, Suite 424  
7 Reno, NV 89501  
8 Telephone: (775) 467-2609  
9 Facsimile: (775) 460-4901  
10 E-mail: [skent@grsm.com](mailto:skent@grsm.com)

11 *Attorneys for Defendants Wespac and Greg Christian*

12 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
13 **IN AND FOR THE COUNTY OF WASHOE**

14 GREGORY O. GARMONG,

15 Plaintiff,

16 vs.

17 WESPAC; GREG CHRISTIAN; DOES 1-  
18 10, inclusive,

19 Defendants.

CASE NO. CV12-01271

Dept. No. 6

20 **STIPULATION AND ORDER REQUESTING TO EXTEND DUE DATE FOR REPLY**  
21 **IN SUPPORT OF MOTION FOR DEBTOR'S EXAM AND DATE TO FILE**  
22 **MOTION TO RECONSIDER ORDER DENYING MOTION FOR ATTORNEY'S FEES**

23 The parties hereto Defendants, WESPAC and GREG CHRISTIAN, and GREGORY O.  
24 GARMONG, Plaintiff, by and through their respective counsel of record, do stipulate and agree  
25 and request an extension of time through and including January 23, 2023, for Defendants to file  
26 its reply in support of its motion for debtors exam, and a motion by Defendants' for  
27 reconsideration of the Order Denying Defendants Motion for Attorneys fees.

28 It is defendants hope hat with this extension Defendants can provide to plaintiff a  
calculation of the amounts remaining due under the judgment and that then the parties can agree  
upon an amount that will end this litigation.

Plaintiff Garmong and his counsel are not by entering into this stipulation waiving any

1 defense or argument nor agreeing to any resolution but merely agreeing to the requested  
2 extension of time

3 **AFFIRMATION**

4 The undersigned hereby declares that the within document does not contain the Social  
5 Security Number of any person.

6 DATED this \_\_\_\_ day of January, 2023.

DATED this \_\_\_\_ day of January, 2023.

7 GORDON REES  
8 SCULLY MANSUKHANI, LLP

9 By: \_\_\_\_\_

10 STEPHEN S. KENT, ESQ.  
11 NEVADA BAR NO. 1251  
12 1 East Liberty Street, Suite 424  
13 Reno, NV 89501  
14 Telephone: (775) 467-2603  
Facsimile: (775) 460-4901  
[skent@grsm.com](mailto:skent@grsm.com)  
*Attorneys for Defendants Wespac and  
Greg Christian*

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

CARL M. HEBERT, ESQ.  
NEVADA BAR NO. 250  
2215 Stone View Drive  
Sparks, NV 89436  
Telephone: (775) 323-5556  
Facsimile: (775) 323-5597  
[carl@cmhebertlaw.com](mailto:carl@cmhebertlaw.com)  
*Attorney for Plaintiff  
Gregory O. Garmong*

16 **ORDER**

17 **IT IS SO ORDERED.**

18 DATED this \_\_\_\_ day of January, 2023.

20 \_\_\_\_\_  
21 DISTRICT JUDGE

FILED  
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CV12-01271  
2023-02-10 04:35:04 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9505599

Exhibit 5

Exhibit 5



46030

**CARSON CITY SHERIFF'S OFFICE**

CIVIL DIVISION  
911 E. MURDER ST. 775-487-2500  
CARSON CITY, NV 89701

BANK OF AMERICA  
00228 NV  
94-791224

PAY

One Hundred Seventy Thousand Seven Hundred Fifteen and 79/100 DOLLARS

AMOUNT

\$170,715.79

DATE

June 22, 2022

TO THE  
ORDER  
OF

Gordon Rees Scully Mansuethani, LLP  
201 W Liberty St Suite 320  
Reno NV 89501

VOID AFTER 90 DAYS



AUTHORIZED SIGNATURE

46030

**CARSON CITY SHERIFF'S OFFICE**

170,715.79 Gordon Rees Scully Mansuethani, LLP

Sheriff's Office  
22001452 CV1201271  
Defendant  
Gregory Gammon

Amount  
170,715.79

06/22/2022

46030

FILED  
Electronically  
CV12-01271  
2023-02-10 04:35:04 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9505599

Exhibit 6

Exhibit 6

**Stephen Kent**

---

**From:** Stephen Kent  
**Sent:** Wednesday, January 25, 2023 1:16 PM  
**To:** Carl Hebert Law  
**Subject:** Garmong v. Wespac, Christianson  
**Attachments:** Stipulation and request to extend due date for Reply in Support of Motion for Debtors exam and date to file Motion to reconsider(73565978.1).doc; 2023 01 11 Issued and Certified Writ of Execution with Garnishment.pdf

Carl,

My clients proposal was to try to agree on a number still owing to resolve the case, before we had to file our reply and motion for reconsideration, without further litigation by both parties. I called and e-mailed you but did not hear back so I had to file the reply and motion.

You also did not respond to my calls and e-mails about the written discovery so I went ahead and prepared and filed the motion to compel. The failure to answer discovery and failure to communicate caused my client to have to incur more fees and costs.

My effort has been to try to get this case resolved so our clients don't have to continue to litigate and incur more fees and costs. Depositing money into an account with the Court would result in more motions and litigation about the amount. You do not say what amount your client would deposit. I assume your client disagrees with the fees and costs we have not yet been awarded listed in my letter, but if you disagree with my calculation in the new writ approved and issued by the Court and letter \$7,750.53 of what remains owing on the original judgment, let me know so we can try to resolve that. Your client should pay any amount he does not dispute. Also, please provide me with an amount your client would pay my client to end/settle the litigation.

I didn't hear back from you so I sent the new writ (attached above again) to the Sherriff. I can call it off, if your client will pay the amount stated in the new writ \$7,750.53 plus interest at \$1.11 per day from January 11, 2023 or if we can agree on an amount to resolve/settle the whole case. I don't think settling would be that hard, there is not much money in dispute.

Finally you agreed to an extension to file the reply and motion for reconsideration but you haven't returned the stipulation. As I indicated when we discussed the extension I believe the rules require a stipulation and court approval. Another copy of the stipulation is attached. Please sign and return it to me. Thanks

Steve

---

**STEPHEN S. KENT** | Of Counsel

**GORDON REES SCULLY MANSUKHANI  
YOUR 50 STATE PARTNER®**

1 East Liberty Street, Suite 424

Reno, NV 89501 Office: 775-467-2601 Direct: 775-467-2603 Fax: 775-324-9803

[skent@grsm.com](mailto:skent@grsm.com)

[www.grsm.com](http://www.grsm.com)

[vCard](#)

From: Carl Hebert Law <[carl@cmhebertlaw.com](mailto:carl@cmhebertlaw.com)>

Sent: Tuesday, January 24, 2023 9:47 AM

To: Stephen Kent <[skent@grsm.com](mailto:skent@grsm.com)>

Subject: RE: Garmong v. Wespac, Christianson

Steve:

I just met with Mr. Garmong yesterday and discussed the issues related to the execution on the judgment. Mr. Garmong has more than enough money in the same Fidelity account you already tapped to cover the interest and fees you are seeking. There is no need for the expense of filing a motion to compel. I will discuss with Mr. Garmong paying the claimed amount into the registry of the court pending resolution of the motions currently on file.

I apologize for not responding sooner to your communications below. Can I have another 7 days from today's date to give me enough time to either arrange for payment into the court (if Mr. Garmong agrees) or answer the discovery?

Carl  
775-772-5556 (cell)

From: Stephen Kent <[skent@grsm.com](mailto:skent@grsm.com)>

Sent: Monday, January 23, 2023 5:19 PM

To: Carl Hebert Law <[carl@cmhebertlaw.com](mailto:carl@cmhebertlaw.com)>

Subject: Garmong v. Wespac, Christianson

Carl,

I am following up my voicemail this morning with this e-mail, again asking for responses to our interrogatories and requests for production that are attached. Having not heard back from my two telephone calls and January 12, 2023 e-mail I am advising you that I will be proceeding with a motion to compel. Thanks

Steve

---

**STEPHEN S. KENT** | Of Counsel

**GORDON REES SCULLY MANSUKHANI**  
**YOUR 50 STATE PARTNER®**

1 East Liberty Street, Suite 424  
Reno, NV 89501 Office: 775-467-2601 Direct: 775-467-2603 Fax: 775-324-9803  
[skent@grsm.com](mailto:skent@grsm.com)  
[www.grsm.com](http://www.grsm.com)  
[vCard](#)

**From:** Stephen Kent  
**Sent:** Thursday, January 12, 2023 11:43 AM  
**To:** 'carl@cmhebertlaw.com' <[carl@cmhebertlaw.com](mailto:carl@cmhebertlaw.com)>  
**Subject:** Garmong v. Wespac, Christianson

Carl,

Attached are our interrogatories and requests for production in pdf and Word served by mail on plaintiff in early December. Our calendaring is that responses were due January 3, 2023. We haven't received answers/responses or objections. I greatly appreciate you granting me extensions, so if you need an extension to respond let me know, we can have the extension apply while we try to reach a resolution but if we can't reach a resolution I will need answers/responses. Thanks

Steve

---

**STEPHEN S. KENT** | Of Counsel

**GORDON REES SCULLY MANSUKHANI**  
**YOUR 50 STATE PARTNER®**

1 East Liberty Street, Suite 424  
Reno, NV 89501 Office: 775-467-2601 Direct: 775-467-2603 Fax: 775-324-9803  
[skent@grsm.com](mailto:skent@grsm.com)  
[www.grsm.com](http://www.grsm.com)  
[vCard](#)

1 3860  
2 STEPHEN S. KENT, ESQ.  
3 Nevada Bar No. 1251  
4 THIERRY V. BARKLEY, ESQ.  
5 Nevada Bar No. 724  
6 GORDON REES SCULLY  
7 MANSUKHANI, LLP  
8 1 East Liberty Street, Suite 424  
9 Reno, NV 89501  
10 Telephone: (775) 467-2609  
11 Facsimile: (775) 460-4901  
12 E-mail: [skent@grsm.com](mailto:skent@grsm.com)  
13 [tbarkley@grsm.com](mailto:tbarkley@grsm.com)

14 *Attorneys for Defendants Wespac and Greg Christian*

15 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
16 **IN AND FOR THE COUNTY OF WASHOE**

17 GREGORY O. GARMONG,

18 Plaintiff,

19 vs.

20 WESPAC; GREG CHRISTIAN; DOES 1-  
21 10,inclusive,

22 Defendants.

CASE NO. CV12-01271

Dept. No. 6

23 **REQUEST FOR SUBMISSION**

24 COMES NOW the Defendants, WESPAC and GREG CHRISTIAN [Defendants], by and  
25 through their counsel of record, STEPHEN S. KENT, ESQ., of GORDON REES SCULLY  
26 MANSUKHANI, LLP, hereby requests that the Motion to Compel and Request for Expenses of  
27 Motion filed on January 24, 2023, be submitted to the Court for decision.

28 ///

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///

**AFFIRMATION**

The undersigned hereby declares that the within document does not contain the Social Security Number of any person.

DATED this 10th day of February, 2023.

GORDON REES SCULLY MANSUKHANI,  
LLP

By:   
STEPHEN S. KENT, ESQ.

Nevada Bar No. 1251

THIERRY V. BARKLEY, ESQ.

Nevada Bar No. 724

1 East Liberty Street, Suite 424

Reno, NV 89501

Telephone: (775) 467-2609

Facsimile: (775) 460-4901

[skent@grsm.com](mailto:skent@grsm.com)

[tbarkley@grsm.com](mailto:tbarkley@grsm.com)

*Attorneys for Defendants Wespac and  
Greg Christian*

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**CERTIFICATE OF SERVICE**

Pursuant to Rule 5(b) of the Nevada Rules of Civil Procedure, I hereby certify that I am an employee of Gordon Rees Scully Mansukhani and that on this date, I served a true and correct copy of the attached document(s) as follows:

☐ By placing the document(s) in a sealed envelope with first-class U.S. postage prepaid, and depositing it for mailing with the U.S. Postal Service in Reno, Nevada addressed to the person at the address listed below.

☒ By electronic service. By filing the document with the court's electronic filing system which serves counsel listed below electronically.

☐ By personally delivering the document(s) listed above, addressed to the person at the address as set forth below.

☐ By Federal Express.

☐ By facsimile.

Carl Hebert, Esq.  
202 California Ave.  
Reno, NV 89509

DATED this 10<sup>th</sup> day of FEBRUARY, 2023.

  
\_\_\_\_\_  
Sam Baker



1 CODE NO. 3060

2  
3  
4  
5  
6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF WASHOE

8 GREGORY O. GARMONG,

Case No. CV12-01271

9 Plaintiff,

Dept. No. 6

10 vs.

11  
12 WESPAC; GREG CHRISTIAN;  
13 DOES 1-10, inclusive,

14 Defendants.

15  
16 **ORDER GRANTING MOTION TO COMPEL  
AND REQUEST FOR EXPENSES OF MOTION**

17 Before this Court is the *Motion to Compel and Request for Expenses of Motion*  
18 (*"Motion"*) filed by Defendants WESPAC and GREG CHRISTIAN (collectively "Defendants"  
19 unless individually referenced), by and through their counsel of record, Stephen S. Kent,  
20 Esq.

21  
22 Plaintiff GREGORY O. GARMONG ("Mr. Garmong"), filed his *Opposition to*  
23 *Defendants' Motion to Compel Discovery ("Opposition")*, by and through his counsel of  
24 record, Carl M. Hebert, Esq.

25  
26 Defendants filed their *Reply in Support of Motion to Compel ("Reply")* and the matter  
27 was submitted to the Court for its consideration.

28 //

1 **I. PROCEDURAL BACKGROUND.**

2 The instant *Motion* arises from an action for breach of a financial management  
3 agreement and carries with it a robust procedural history. Mr. Garmong filed his *Complaint*  
4 on May 9, 2012, alleging the following claims for relief:  
5

- 6 1) Breach of Contract;
- 7 2) Breach of Nevada Deceptive Trade Practices Act;
- 8 3) Breach of Implied Covenant of Good Faith and Fair Dealing;
- 9 4) Unjust Enrichment;
- 10 5) Breach of Fiduciary Duty;
- 11 6) Malpractice; and
- 12 7) Negligence.

13  
14 *Complaint, generally.*

15 On September 19, 2012, Defendants filed their *Motion to Dismiss and Compel*  
16 *Arbitration*. On December 13, 2012, this Court<sup>1</sup> entered its *Order* granting Defendants'  
17 request to compel arbitration but denying the motion to dismiss. Mr. Garmong then filed his  
18 *Combined Motions for Leave to Rehear and for Rehearing of the Order of December 13,*  
19 *2012 Compelling Arbitration ("Reconsider Motion")*. The *Reconsider Motion* was opposed  
20 by Defendants. Mr. Garmong did not file a reply and this case was stagnant for nearly a  
21 year until January 13, 2014, when the Court entered its *Order to Proceed*. Mr. Garmong  
22 filed his reply on February 3, 2014. The *Reconsider Motion* was denied on April 2, 2014.

23  
24  
25 //

26  
27  
28 <sup>1</sup> Judge Brent T. Adams originally presided over this proceeding in Department 6 before his retirement. Judge Lynne K. Simons was sworn in on January 5, 2015, and presides in Department 6.

1 Mr. Garmong then sought writ relief from the Nevada Supreme Court. On December  
2 18, 2014, the Nevada Supreme Court entered its *Order Denying Petition for Writ of*  
3 *Mandamus or Prohibition*, entered its *Order Denying Rehearing* on March 18, 2015, and,  
4 subsequently, entered its *Order Denying En Banc Reconsideration* on May 1, 2015.  
5

6 After the Nevada Supreme Court's orders were entered, this Court again entered its  
7 *Order for Response* on November 17, 2015, instructing the parties to proceed with this  
8 case. In response, the parties indicated they had initiated an arbitration proceeding with  
9 JAMS in Las Vegas. *Notice of Status Report*, December 1, 2015.  
10

11 On June 8, 2016, Mr. Garmong filed his *Motion for a Court-Appointed Arbitrator*  
12 arguing the JAMS arbitrators were prejudiced against him. This matter was fully briefed;  
13 and, on July 12, 2016, this Court entered its *Order re: Arbitration* requiring each party to  
14 submit the names of three arbitrators to the Court. The parties then stipulated to select one  
15 arbitrator, to reduce costs. *Stipulation to Select One Arbitrator*, October 17, 2016.  
16 Thereafter, this Court entered its *Order Appointing Arbitrator* on October 31, 2016,  
17 appointing Michael G. Ornstil, Esq., as arbitrator. After it was determined Mr. Ornstil was  
18 unavailable, Mr. Garmong stipulated to the appointment of either retired Judge Phillip M. Pro  
19 ("Judge Pro"),<sup>2</sup> or Lawrence R. Mills. Esq.  
20

21 On November 13, 2017, this Court entered its *Order Granting Motion to Strike* which  
22 stayed the proceeding pending the outcome of the arbitration, and directed the parties to file  
23 an amended complaint and other responsive papers at the direction of Judge Pro. *Order*  
24 *Granting Motion to Strike*, p. 2. On February 21, 2017, this Court entered its *Order*  
25 *Appointing Arbitrator*, appointing Judge Pro.  
26  
27

28 <sup>2</sup> Mr. Garmong stipulated to Judge Pro despite previously moving to preclude a judge from serving  
as an arbitrator.

1 On March 27, 2017, Mr. Garmong filed *Plaintiff's Objection Pursuant to NRS*  
2 *38.231(3) and 38.241(e) That There is No Agreement to Arbitrate; Notification of Objection*  
3 *to the Court*. Despite prior determinative orders from this Court, Mr. Garmong again  
4 objected to arbitration on the basis there was no agreement to arbitrate.  
5

6 On May 23, 2017, this Court entered its *Order to Show Cause Why Action Should not*  
7 *be Dismissed for Want of Prosecution Pursuant to NRCP 41(E)* ("OSC Order"), finding "Mr.  
8 Garmong and Defendants have been ordered numerous times to participate in arbitration as  
9 early as December 13, 2012." The Court found the file did not contain any evidence the  
10 parties had proceeded to arbitration as ordered. *OSC Order*, p. 4. Accordingly, the Court  
11 ordered the parties to show cause why the action should not be dismissed for want of  
12 prosecution and required each party to file one responsive brief. *OSC Order*, p. 4.  
13

14 In the responsive briefs, the parties state they attended their first arbitration  
15 conference in April 2017. The Court acknowledged sufficient cause was shown in the *Order*  
16 entered June 30, 2017.  
17

18 On July 22, 2018, without asking for leave of Court to lift the stay, Mr. Garmong filed  
19 *Plaintiff's Motion to Disqualify Arbitrator Pro, Vacate Order Denying Motion for Summary*  
20 *Judgment and Appoint New Arbitrator*. The Court thereafter entered its *Order Denying*  
21 *Plaintiff's Motion to Disqualify Arbitrator Pro; Order Denying Motion to Vacate Order*  
22 *Denying Motion for Summary Judgment; Order Denying Motion to Appoint New Arbitrator*  
23 *("Arbitrator Order")* on November 29, 2018.  
24

25 //

26 //

27 //

28 //

1 Defendants thereafter filed their *Motion for Limited Relief From Stay to File Motion*  
2 *for Attorney's Fees and Sanctions* ("*Motion for Sanctions*") requesting limited relief from this  
3 Court's order staying the proceeding pending the outcome of arbitration. While the *Motion*  
4 *for Sanctions* was under consideration, Defendants filed their *Notice of Completion of*  
5 *Arbitration Hearing* on October 22, 2018. The Court found, with completion of the  
6 arbitration, Defendants' *Motion for Sanctions* was moot. Additionally, the Court took notice  
7 of Defendants' *Notice of Completion of Arbitration* and determined there were additional  
8 decisions to be rendered regarding the *Notice of Completion of Arbitration*.  
9

10  
11 Judge Pro found Mr. Garmong's claims for: (1) Breach of Contract; (2) Breach of  
12 Implied Warranty; (3) Breach of the Implied Covenant of Good Faith and Fair Dealing; (4)  
13 Nevada's Deceptive Trade Practices Act; (5) Breach of Fiduciary Duty of Full Disclosure; (6)  
14 Intentional Infliction of Emotional Distress; and (7) Unjust Enrichment all failed as a matter of  
15 law because Mr. Garmong did not establish his claims by a preponderance of the evidence.  
16  
17 See Final Award, p. 8-9. Furthermore, after weighing the necessary factors required by  
18 Brunzell v. Golden Gate National Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969), Judge  
19 Pro found Defendants were entitled to an award of reasonable attorneys' fees in the amount  
20 of \$111,649.96. *Final Award*, p. 11.  
21

22 After the *Final Award*, the litigation continued with several filings. On August 8, 2019,  
23 this Court entered its *Order re Motions* ("*ORM*"): (1) granting *Defendants' Petition for an*  
24 *Order Confirming Arbitrator's Final Award and Reducing Award to Judgment, Including,*  
25 *Attorneys' Fees and Costs*; (2) denying *Plaintiff's Motion to Vacate Arbitrator's Final Award*;  
26 (3) denying *Plaintiff's Motion to Vacate Arbitrator's Award of Attorneys' Fees*; (4) denying  
27 *Plaintiff's Motions to Vacate Arbitrator's Award of Denial of Plaintiff's Motion for Partial*  
28

1 *Summary Judgment and for the Court to Decide and Grant Plaintiff's Motion for Partial*  
2 *Summary Judgment; and (5) granting Defendants' Motion for an Order to File Exhibit as*  
3 *Confidential. ORM, p. 15-16.*

4  
5 On August 27, 2019, this Court entered its *Order*: (1) directing WESPAC to file an  
6 *Amended Motion for the Award of Attorneys' Fees*; (2) allowing Mr. Garmong the standard  
7 response time to file and serve his opposition to Defendants' *Amended Motion for the*  
8 *Award of Attorneys' Fees*; and (3) directing WESPAC would not be required to file its  
9 proposed final judgment until ten (10) days following this Court's ruling on WESPAC's  
10 *Amended Motion for the Award of Attorneys' Fees. Order, p. 1.*

11  
12 On December 6, 2019, this Court entered its *Order Denying Motion to Alter or Amend*  
13 *Judgment ("AA Order")* maintaining its prior rulings within the *ORM*. On January 7, 2020,  
14 Mr. Garmong filed his *Notice of Appeal* to the Nevada Supreme Court regarding this Court's  
15 *Arbitrator Order, ORM, and AA Order*. On December 9, 2019, *Defendants' Amended*  
16 *Motion for Attorney's Fees* was filed. Due to Mr. Garmong's pending appeal, this Court  
17 entered its *Order Holding Issuance of Order on Defendants' Amended Motion for Attorney's*  
18 *Fees in Abeyance*. On December 1, 2020, the Nevada Court of Appeals issued its *Order of*  
19 *Affirmance* upholding this Court's judgment in its entirety and noting Defendants may seek  
20 amended fees pursuant to the fee shifting provision in NRCP 68 which extends to fees  
21 incurred on and after appeal.  
22

23  
24 //

25 //

26 //

27 //

28 //

1 On February 18, 2021, Defendants filed *Defendants' Second Amended Motion for*  
2 *Attorney's Fees*. On February 22, 2021, the Nevada Court of Appeals entered its *Order*  
3 *Denying Rehearing* pursuant to NRAP 40(c). Next, the parties entered into a stipulation to  
4 extend the time for Mr. Garmong to file an opposition to *Defendants' Second Amended*  
5 *Motion for Attorney's Fees*. The stipulation was granted on March 1, 2021, by this Court's  
6 *Order Extending Time for Plaintiff to File Points and Authorities in Opposition to the*  
7 *Defendants' Second Amended Motion for Fees*. On April 6, 2021, the Nevada Supreme  
8 Court entered its *Order Denying Petition for Review*. On July 16, 2021, this Court entered  
9 its *Order Granting Defendants' Second Amended Motion for Attorney's Fees; Order*  
10 *Confirming Arbitrator's Final Award ("July 16, 2021, Order")*, which confirmed Judge Pro's  
11 arbitration award of \$111,649.96, and awarded Defendants attorney's fees in the amount of  
12 \$45,084.50. On August 10, 2021, Mr. Garmong filed his *Notice of Appeal*, appealing the  
13 *July 16, 2021, Order* to the Nevada Supreme Court.

14 On November 3, 2021, Defendants filed a *Substitution of Attorney* replacing Thomas  
15 C. Bradley, Esq. with Stephen S. Kent, Esq. as their counsel of record. On April 4, 2022,  
16 Defendants filed their *Affidavit of Judgment* and *Judgment Lien Abstract of Judgment and*  
17 *Affidavit of Judgment* both naming Mr. Garmong as the judgment debtor. On May 10, 2022,  
18 Defendants filed a *Declaration of Service* of the writ of execution and attachment on Fidelity  
19 Investments/Fidelity Brokerage Services, LLC on May 3, 2022, by the Washoe County  
20 Sheriff's Office.

21 //

22 //

23 //

1 On July 25, 2022, the Nevada Court of Appeals entered its *Order of Affirmance*  
2 affirming the *July 16, 2021, Order* in its entirety. On October 24, 2022, the Nevada  
3 Supreme Court entered its *Order Denying Rehearing* pursuant to NRAP 40(c). On January  
4 17, 2023, the Nevada Supreme Court issued its *Remittitur*.

5  
6 **A. MOTION TO COMPEL.**

7 Defendants made several requests of Mr. Garmong to respond to interrogatories and  
8 requests for production. Mr. Garmong failed to respond and the time to respond has  
9 expired. Defendants seek this discovery to gather information on Mr. Garmong's assets in  
10 order to satisfy the balance of the judgment. *Motion*, p. 2.

11  
12 **B. OPPOSITION TO MOTION TO COMPEL.**

13 Mr. Garmong contends Defendants executed on the judgment and received the total  
14 amount due. Defendants recovered One Hundred Seventy-Four Thousand Three Dollars  
15 and 36/100 (\$174,003.36), which included principal, interest, and attorneys' fees.  
16 *Opposition*, p. 1. Defendants have no reason to pursue post-judgment discovery. Further,  
17 a motion to compel is a discovery motion, and Defendants' *Motion* is defective pursuant to  
18 WDCR 12(6). *Opposition*, p. 2.

19  
20 **C. REPLY IN SUPPORT OF MOTION.**

21 Defendants assert Mr. Garmong has not satisfied the judgment, and is well aware he  
22 still owes Defendants money. *Reply*, p. 1. Defendants have made numerous requests of  
23 Mr. Garmong to provide information regarding his bank accounts, investment accounts, and  
24 other judgments, but received no response. *Reply*, p. 3. Mr. Garmong should be ordered to  
25 respond to Defendants' November 28, 2022, interrogatories, and should pay the expense of  
26 this *Motion*. *Reply*, p. 4.  
27  
28



1 **II. APPLICABLE LAW AND ANALYSIS.**

2 Rule 37 of the Nevada Rules of Civil Procedure ("NRCP") provides, in relevant part:

3 (a) (1) On notice to other parties and all affected persons, a party may move for an  
4 order compelling disclosure or discovery. The motion must include a certification that  
5 the movant has in good faith conferred or attempted to confer with the person or  
6 party failing to make disclosure or discovery in an effort to obtain it without court  
7 action.

8 (2) A motion for an order to a party must be made in the court where the action  
9 is pending. A motion for an order to a nonparty must be made in the court  
10 where the discovery is or will be taken.

11 (3) (B) A party seeking discovery may move for an order compelling an  
12 answer, designation, production, or inspection. This motion may be made if:

13 ...  
14 (iii) a party fails to answer an interrogatory submitted under Rule 33; or

15 (iv) a party fails to produce documents or fails to respond that inspection will  
16 be permitted--or fails to permit inspection--as requested under Rule 34.

17 ...

18 (5) *Payment of Expenses.*

19 (A) If the motion is granted--or if the disclosure or requested discovery is  
20 provided after the motion was filed--the court must, after giving an opportunity  
21 to be heard, require the party or deponent whose conduct necessitated the  
22 motion, the party or attorney advising that conduct, or both to pay the movant's  
23 reasonable expenses incurred in making the motion, including attorney fees.

24 But the court must not order this payment if:

25 (i) the movant filed the motion before attempting in good faith to obtain the  
26 disclosure or discovery without court action;

27 (ii) the opposing party's nondisclosure, response, or objection was  
28 substantially justified; or

(iii) other circumstances make an award of expenses unjust.

NRCP 37.

NRCP 69(a)(2) governs obtaining discovery, and provides, "In aid of the judgment or  
execution, the judgment creditor...whose interest appears of record may obtain discovery  
from...the judgment debtor--as provided in these rules or by state law." Rule 12(6) of the  
Washoe District Court Rules ("WDCR") requires "All discovery motions shall include the  
certificate of moving counsel certifying that after consultation with opposing counsel, they  
have been unable to resolve the matter."

1 As a threshold matter, the Court addresses Mr. Garmong's inaccurate assertion of  
2 having satisfied the judgment. Citing the *Affidavit of Stephen S. Kent* ("*Affidavit*"), Mr.  
3 Garmong asserts Mr. Kent stated, "I was able to recover on a writ of execution and  
4 attachment in the amount of \$174,003.36." *Opposition*, p. 2. While Mr. Garmong's  
5 representation of the quote is accurate, the quote itself is belied by the record.  
6

7 Attached to Defendants' December 2, 2022, *Application for Debtor's Exam* as Exhibit  
8 1 is a copy of the check referenced in the *Affidavit*. The amount of the check demonstrates  
9 the writ of execution, returned on June 22, 2022, recovered One Hundred Seventy  
10 Thousand Seven Hundred Fifteen Dollars and 79/100 (\$170,715.79). Accordingly, the  
11 judgment is not fully satisfied.  
12

13 Consequently, Defendants may seek discovery from Mr. Garmong pursuant to NRCP  
14 69(a)(2). Defendants have satisfied NRCP 37(a)(1) and (2), and have demonstrated Mr.  
15 Garmong has failed to respond pursuant to NRCP 37(3)(B). Further, the Court finds and  
16 determines Defendants' *Motion* complies with WDCR 12(6) and Mr. Garmong's *Opposition*  
17 provided him an opportunity to be heard on this issue pursuant to NRCP 37(5)(A).  
18

19 Attached to Defendants' *Motion* is the *Declaration of Stephen S. Kent* ("*Declaration*")  
20 ("Mr. Kent"). Mr. Kent asserts Mr. Garmong was served with interrogatories and requests  
21 for production on November 28, 2022. *Declaration*, ¶ 2. After receiving no response, Mr.  
22 Kent made several attempts to contact Mr. Garmong's counsel of record Carl M. Herbert,  
23 Esq. ("Mr. Herbert") regarding the interrogatories and requests for production. On January  
24 12, 2023, Mr. Kent called Mr. Herbert. After receiving no answer, Mr. Kent left a voice mail  
25 and sent an email. These efforts were repeated on January 23, 2023. Mr. Herbert failed to  
26 respond to any of Mr. Kent's communication attempts. *Declaration*, ¶¶ 3-5.  
27  
28

1 Also attached to Defendants' *Motion* as Exhibit 1 is the *Interrogatories to Plaintiff*  
2 containing six (6) Interrogatories. Attached to Defendants' *Motion* as Exhibit 2 is the  
3 *Requests for Production* containing six (6) requests for production. Both documents contain  
4 a certificate of service.  
5

6 **III. ORDER.**

7 Accordingly, and good cause appearing therefor,

8 **IT IS HEREBY ORDERED** the *Motion to Compel and Request for Expenses of*  
9 *Motion* is GRANTED.  
10

11 **IT IS FURTHER ORDERED:**

12 1. Mr. Garmong is ordered to respond or object, in accordance with NRCP 33 to  
13 Defendants' November 28, 2022, *Interrogatories to Plaintiff* and *Requests for Production*.

14 2. Pursuant to NRCP 37(5)(A), Plaintiff is ordered to pay Defendants'  
15 reasonable expenses incurred in making the instant *Motion*.  
16

17 Dated this 10th day of April, 2023.

18   
19 \_\_\_\_\_  
20 DISTRICT JUDGE  
21  
22  
23  
24  
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28

1 **CERTIFICATE OF SERVICE**

2 I certify I am an employee of THE SECOND JUDICIAL DISTRICT COURT; on  
3 the 10th day of April, 2023, I electronically filed the foregoing with the Clerk of  
4 the Court system which will send a notice of electronic filing to the following:

5 CARL HEBERT, ESQ.  
6 STEPHEN KENT, ESQ.  
7  
8  
9  
10  
11  
12

13 And, deposited in the County mailing system for postage and mailing with the  
14 United States Postal Service in Reno, Nevada, a true and correct copy of the attached  
15 document addressed as follows:  
16

17 NONE  
18

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2010  
STEPHEN S. KENT, ESQ.  
Nevada Bar No. 1251  
GORDON REES SCULLY  
MANSUKHANI, LLP  
1 East Liberty Street, Suite 424  
Reno, NV 89501  
Telephone: (775) 467-2603  
Facsimile: (775) 460-4901  
E-mail: [skent@grsm.com](mailto:skent@grsm.com)

*Attorneys for Defendants Wespac and Greg Christian*

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

**IN AND FOR THE COUNTY OF WASHOE**

GREGORY O. GARMONG,

Plaintiff,

vs.

WESPAC; GREG CHRISTIAN; DOES 1-  
10, inclusive,

Defendants.

CASE NO. CV12-01271

Dept. No. 6

**MOTION FOR FEES AND COSTS PURSUANT TO  
ORDER GRANTING MOTION TO COMPEL**

Defendants, WESPAC and GREG CHRISTIAN, by and through their counsel of record,  
STEPHEN S. KENT, ESQ., of GORDON REES SCULLY MANSUKHANI, LLP, moves the  
court pursuant to the Court's Order granting defendants' motion to compel dated April 10, 2023.

**MEMORANDUM OF POINTS AND AUTHORITIES**

On April 10, 2023, this Court granted Defendants' motion to compel and ordered that  
plaintiff pay for the costs of the motion to compel pursuant to NRCP 37(a)(5).

Attached as Exhibit 1, is the Declaration of Defendants' counsel listing each task, the  
date, the time expended and dollar amount as well as all costs related to the motion to compel.

Defendants' counsel spent 13.9 hours at a rate of \$350.00 per hour and incurred \$13.25 in  
costs for the motion to compel. Defendants therefore requests an award of these fees and costs in

1 the total amount of \$4,878.25.

2 **AFFIRMATION**

3 The undersigned hereby declares that the within document does not contain the Social  
4 Security Number of any person.

5 DATED this 26th day of April, 2023.

6 GORDON REES SCULLY MANSUKHANI,  
7 LLP

8 By:   
9 STEPHEN S. KENT, ESQ.

10 Nevada Bar No. 1251

11 1 East Liberty Street, Suite 424

12 Reno, NV 89501

13 Telephone: (775) 467-2603

14 Facsimile: (775) 460-4901

15 skent@grsm.com

16 *Attorneys for Defendants Wespac and*  
17 *Greg Christian*

18

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**CERTIFICATE OF SERVICE**

Pursuant to Rule 5(b) of the Nevada Rules of Civil Procedure, I hereby certify that I am an employee of Gordon Rees Scully Mansukhani and that on this date, I served a true and correct copy of the attached document(s) as follows:

- ☐ By placing the document(s) in a sealed envelope with first-class U.S. postage prepaid, and depositing it for mailing with the U.S. Postal Service in Reno, Nevada addressed to the person at the address listed below.
- ☒ By electronic service. By filing the document with the court's electronic filing system which serves counsel listed below electronically.
- ☐ By personally delivering the document(s) listed above, addressed to the person at the address as set forth below.
- ☐ By Federal Express.
- ☐ By facsimile.

Carl Hebert, Esq.  
2215 Stone View Drive  
Sparks, NV 89436

DATED this 26 day of April, 2023.

  
Sam Baker

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**INDEX OF EXHIBITS**

**NO.    DESCRIPTION**

1.       Declaration of Stephen S. Kent. Esq.



# Exhibit 1

# Exhibit 1

1 1520  
STEPHEN S. KENT, ESQ.  
2 Nevada Bar No. 1251  
GORDON REES SCULLY  
3 MANSUKHANI, LLP  
1 East Liberty Street, Suite 424  
4 Reno, NV 89501  
Telephone: (775) 467-2609  
5 Facsimile: (775) 460-4901  
E-mail: [skent@grsm.com](mailto:skent@grsm.com)  
6

7 *Attorneys for Defendants Wespac and Greg Christian*

8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
9 **IN AND FOR THE COUNTY OF WASHOE**

10  
11 GREGORY O. GARMONG,

12 Plaintiff,

13 vs.

14 WESPAC; GREG CHRISTIAN; DOES 1-  
10,inclusive,

15 Defendants.  
16

CASE NO. CV12-01271

Dept. No. 6

17 **DECLARATION OF STEPHEN S. KENT**

18 STATE OF NEVADA )  
19 :ss  
COUNTY OF WASHOE )  
20

21 I, STEPHEN S. KENT, do that under penalty of perjury that the following facts are true  
22 and correct and of my own personal knowledge:

23 1. I am counsel for defendants, WESPAC and GREG CHRISTIAN in the above-  
24 entitled matter and I am personally familiar with the fees and costs related to the motion to  
25 compel;

26 2. I am an attorney licensed to practice in the State of Nevada and practicing law for  
27 42 years. I am familiar with attorney hourly rates in the Northern Nevada area. I am charging  
28

defendants \$350.00 per hour which is within the rates of attorneys practicing in Northern Nevada with similar experience to me.

3. The date, time spent, tasks performed and dollar amount as part of the motion to compel are as follows:

### **FEES**

<b>DATE</b>	<b>TIME</b>	<b>TASK DESCRIPTION</b>	<b>DOLLAR AMOUNT</b>
1/12/23	.1	Telephone call to Hebert asking about responses to Requests for Production and Interrogatories	\$ 35.00
	.5	E-mail to Hebert asking about responses to Requests for Production and Interrogatories	\$175.00
01/23/23	1.8	Prepare motion to compel	\$630.00
	.8	Prepare declaration in support of motion to compel	\$280.00
	.6	Prepare exhibits to motion to compel	\$210.00
	.1	Telephone conference with Hebert requesting responses to requests for production and interrogatories	\$ 35.00
	.1	E-mail to Hebert asking for written discovery	\$ 35.00
1/24/23	.1	Listen to voicemail from Herbert about discovery	\$ 35.00
	.1	Read e-mail from Hebert about discover	\$ 35.00
	.4	Revise motion to compel	\$140.00
1/25/23	.8	Prepare e-mail to Hebert about Plaintiff's failure to respond to discovery	\$280.00
2/07/23	.1	Read opposition to motion to compel	\$ 35.00
2/09/23	1.5	Prepare reply in support of motion to compel	\$525.00
2/10/23	.4	Prepare request for submission of motion to compel	\$140.00
	.5	Revise reply in support of motion to compel	\$17500
4/10/23	.2	Read Order Granting Motion to Compel	\$ 70.00
4/24/23	1.4	Work on motion for fees and costs	\$490.00
	1.6	Work on Declaration listing dates, tasks performed and dollar amount	\$560.00
	.8	Continue work on motion for fees and costs	\$280.00
	1.4	Continue work on Declaration in support of motion	\$490.00
4/26/23	.2	Finalize motion for fees and costs	\$ 70.00
	.4	Finalize Declaration in Support of Motion for Fees and Costs	\$140.00
<b>TOTAL</b>	<b>13.9</b>		<b>\$4,865.00</b>

13.9 hours at \$350.00 per hour

\$4,865.00

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**COSTS**

Copies of Motion to Compel		
<u>20</u> pages at \$.25		\$ 5.00
Copies of opposition brief		
<u>3</u> pages at \$.25		\$ .75
Copies of Reply in Support of motion		
<u>7</u> pages at \$.25		\$ 1.75
Copies of Request for Submission		
<u>3</u> pages at \$.25		\$ .75
Copies of Order Granting Motion		
<u>12</u> pages at \$.25		\$ 3.00
Copies of Motion for Fees		
<u>4</u> pages at \$.25		\$ 1.00
Copies of Declaration in Support of Motion		
<u>4</u> pages at \$.25		\$ 1.00
	TOTAL COSTS	\$ <u>13.25</u>
	GRAND TOTAL	\$4,878.25

DATED this 26th day of April, 2023.

  
STEPHEN S. KENT

CARL M. HEBERT, ESQ.  
Nevada Bar #250  
2215 Stone View Drive  
Sparks, NV 89436  
(775) 323-5556

Attorney for plaintiff

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

GREGORY O. GARMONG,

Plaintiff,

vs.

CASE NO. : CV12-01271

WESPAC; GREG CHRISTIAN;  
DOES 1-10, inclusive,

DEPT. NO. : 6

Defendants.

---

**OPPOSITION TO DEFENDANTS' MOTION  
FOR ATTORNEY'S FEES AND COSTS**

---

Plaintiff Gregory O. Garmong submits the following points and authorities in  
opposition to the motion for attorney's fees and costs filed by the defendants on April 26,  
2023.

**POINTS AND AUTHORITIES**

1.

**THE POST-JUDGMENT DISCOVERY WAS AN EXERCISE IN HARASSMENT  
BY THE JUDGMENT CREDITORS AND NO FEES SHOULD BE AWARDED**

On July 16, 2021 this Court entered judgment against the plaintiff for attorney's  
fees in the total amount of \$156,734.46, with interest at the legal rate. On January 12,  
2022 the defendants, judgment creditors, (collectively "WESPAC") had issued and filed  
four writs of execution with garnishment to the Sheriff of Washoe County. Exhibit 1, writs

1 of execution. The total amount of the judgment with interest was, on the date of issuance  
2 of the writs, \$174,003.36.

3 The transmittal letter to the Civil Division of the Washoe County Sheriff's Office,  
4 dated March 24, 2022, which accompanied the writs, directed the Sheriff's Office to  
5 execute on investment/brokerage accounts held by the plaintiff/judgment debtor at Fidelity  
6 Investments/Fidelity Brokerage Services in Reno, Nevada. Exhibit 1, first page.

7  
8 The Sheriff's Office served garnishment interrogatories on Fidelity Investments.  
9 NRS 31.290 (requiring interrogatories to garnishee). Exhibit 2, declaration of service.  
10 Answers to the garnishment interrogatories were returned by Fidelity on May 10, 2022.  
11 Exhibit 3, answers to garnishment interrogatories. In answer to the third interrogatory  
12 requesting to know if Fidelity held any money on account for the plaintiff, Fidelity  
13 answered: "Yes, we have Individual brokerage accounts [redacted] with a balance in  
14 excess of the judgment and with a balance in excess of the judgment [sic]; both accounts  
15 are registered to Gregory Garmong." *Id.*, highlighted.

16  
17 Fidelity paid the total amount of the writ of execution, \$174,003.36, out of the  
18 plaintiff's accounts. Exhibit 4, § C, declaration of Stephen S. Kent, dated September 1,  
19 2022.

20  
21 On November 28, 2022 WESPAC served the plaintiff with onerous post-judgment  
22 discovery in aid of execution, NRCP 69(a)(2). Exhibit 5, interrogatories and requests for  
23 production. An example of the type of discovery sought can be found in request for  
24 production # 5: "Please produce for inspection and copying copies of any demands for  
25 payment made by anyone who claims you owe them money." The scope is unlimited in  
26 time; the plaintiff is in his late 70's and presumably this request includes a lifetime of  
27 ordinary bills by, for example, a utility company or local taxing authorities. Further, it does  
28

1 not even make sense; it would seem more relevant, when looking for assets on which to  
2 execute, to find individuals who owe money to the plaintiff. The other interrogatories and  
3 requests for production are similarly unlimited in breadth.

4 WESPAC then sought interest on the principal amount of the judgment for the  
5 period of time the Sheriff's Office took to serve the writs of execution. Without having  
6 responses to its discovery broadside, the defendants issued and filed a second writ of  
7 execution in the amount of \$7,750.53. Exhibit 6, writ of execution with garnishment, filed  
8 January 11, 2023. The writ directed the Carson City Sheriff to execute on Fidelity  
9 accounts and gave the account numbers (redacted from the exhibit). This writ was issued  
10 before the defendants filed their motion to compel discovery responses on January 24,  
11 2023.  
12

13  
14 The second execution was satisfied by Fidelity on April 14, 2023, when it issued a  
15 check in the amount of \$7,610.31 to the Carson City Sheriff's Office. Exhibit 7, Fidelity  
16 responses to garnishment interrogatories, dated April 17, 2023.

17 In summary, before WESPAC ever served its post-judgment discovery in aid of  
18 execution, it knew where to execute on the judgment *and* that the plaintiff's Fidelity  
19 account balances were in excess of the judgment. Exhibit 1 and 3. The discovery was  
20 completely unnecessary and unreasonable; WESPAC had sufficient information in hand  
21 to fully execute on its judgment before serving the discovery and, in fact, did fully execute  
22 on two separate writs of execution without ever receiving discovery responses.  
23

24 Awards of attorney's fees are discretionary with the Court. Logan v. Abe, 131 Nev.  
25 260, 266-67, 350 P.3d 1139, 1143 (2015). The post-judgment discovery served by  
26 WESPAC was unadorned harassment. In its discretion, this Court should not reward the  
27 defendants with attorney's fees for an abuse of discovery.  
28

2.

**FAILURE TO ANALYZE THE BRUNZELL FACTORS**

Counsel for WESPAC has utterly failed to analyze, or even mention, the factors in Brunzell v. Golden Gate Nat. Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). For this reason alone, this Court should decline to award fees. But, if he had addressed the Brunzell factors, he would have run aground on the benefit derived from his services. Indeed, one of the factors considered by courts in awarding fees is the result obtained, "whether the attorney was successful and what benefits were derived." Brunzell v. Golden Gate Nat. Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969)(emphasis added). WESPAC derived no benefit from the discovery or the motion to compel; the writs of execution were fully satisfied with the information at its disposal.

**CONCLUSION**

The plaintiff/judgment debtor respectfully requests that, for the reasons given above, this Court deny the defendants' motion for fees in its entirety.

**THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT DOES NOT CONTAIN THE SOCIAL SECURITY NUMBER OF ANY PERSON.**

DATED this 10<sup>th</sup> day of May, 2023.

/S/ Carl M. Hebert  
CARL M. HEBERT, ESQ.

Counsel for plaintiff Garmong



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**INDEX OF EXHIBITS**

<b><u>Number</u></b>	<b><u>Description</u></b>	<b><u>Pages</u></b>
1	Writs of execution, issued January 12, 2022	45
2	Declaration of service of writs of execution	1
3	Answers to garnishment interrogatories, dated May 10, 2022	2
4	Declaration of Stephen Kent	3
5	Post-judgment discovery in aid of execution	6
6	Writ of execution dated January 11, 2023	8
7	Answers to garnishment interrogatories, dated April 17, 2023	3

# **EXHIBIT 1**

**FILED**  
**Electronically**  
**CV12-01271**  
**2023-05-10 08:11:53 PM**  
**Alicia L. Lerud**  
**Clerk of the Court**  
**Transaction # 9661289 : csulezic**

# **EXHIBIT 1**

STEPHEN S. KENT  
SKENT@GRSM.COM  
THIERRY V. BARKLEY  
TBARKLEY@GRSM.COM  
DIRECT DIAL (775) 324-9800  
DIRECT FAX (775) 480-4901

**GORDON & REES**  
**SCULLY MANSUKHANI**  
YOUR 50 STATE PARTNER

ATTORNEYS AT LAW  
201 WEST LIBERTY STREET, SUITE 320  
RENO, NV 89501  
ATTORNEYS AT LAW  
WWW.GRSM.COM

March 24, 2022

Washoe County Sheriff's Office  
Attn: Civil Division  
911 Parr Blvd.  
Reno, NV 89512

Re: Gregory Garmong v. WESPAC, Greg Christian  
Washoe County District Court Case No. CV12-01271, Dept. No. 6

Dear Sirs:

Enclosed are an original and three copies of the Writ of Execution with Garnishment for the above-referenced matter which has been issued by the Washoe County District Court. Please execute on all of the investment/brokerage accounts maintained by Gregory Garmong including, but not limited to, Account Nos. \_\_\_\_\_ and/or \_\_\_\_\_, at Fidelity Investments/Fidelity Brokerage Services, LLC, The Summit Reno, 13921 South Virginia Street, Suite 112, Reno, Nevada 89511. Our check for \$52.00 is enclosed for your fees for the execution, as well as a check for \$5.00 payable to Fidelity Investments/Fidelity Brokerage Services LLC. The last known physical address for Gregory Garmong is 1044 Lynn Way, Glenbrook, NV 89413 and mailing is PO Box 12460, Zephyr Cove, NV 89448

If you have any questions or concerns regarding this request, or if you require any further instructions, please contact the undersigned.

Very truly yours,

GORDON REES SCULLY MANSUKHANI, LLP

  
Stephen S. Kent

SSK:psb  
Enclosures: Writs of Execution - 4  
Checks - 2

FILED

2022 JAN 12 PM 1:58

ALICIA LEROU  
CLERK OF THE COURT  
91  
DEPUTY

4320  
1 STEPHEN S. KENT, ESQ.  
Nevada State Bar No. 1251  
2 GORDON REES SCULLY MANSUKHANI, LLP  
201 West Liberty St., Ste. 320  
3 Reno, Nevada 89501  
Telephone: (775) 324-9800  
4 Facsimile: (775) 324-9803  
Email: [skent@grsm.com](mailto:skent@grsm.com)  
5 Attorneys for Defendants  
WESPAC and GREG CHRISTIAN  
6

7 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
8 IN AND FOR THE COUNTY OF WASHOE

9 \* \* \* \* \*

10 GREGORY GARMONG

Case No. CV12-01271

11 Plaintiff,

Dept. No. 6

12 vs.

WRIT OF EXECUTION WITH  
GARNISHMENT

13 WESPAC, GREG CHRISTIAN, and  
Does 1-10,

14 Defendants.  
15 \_\_\_\_\_ /

16 THE PEOPLE OF THE STATE OF NEVADA:

17 To the Sheriff of Washoe County:

18 On July 16, 2021, a Final Judgment was entered by the above-entitled Court in the above  
19 entitled action in favor of Defendants, WESPAC and GREG CHRISTIAN, as judgment creditors,  
20 and against GREGORY GARMONG, Defendant, as judgment debtor, for:  
21

22 \$ 111,649.96 principal

23 \$ 16,082.19 interest on \$111,649.96 from 8/9/19 to 1/10/22, and

24 \$ 45,084.50 attorney's fees

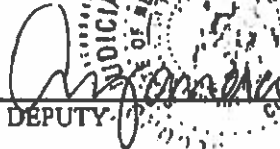
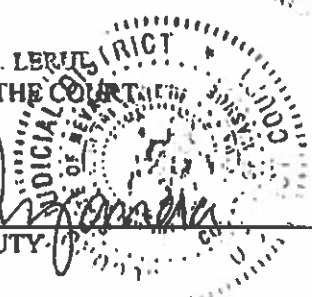
25 \$ 1,186.71 interest on \$45,084.50 from 7/12/21 to 1/10/22,  
26  
27  
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1 making a total amount of  
2 **\$174,003.36** the judgment as entered, and  
3 WHEREAS, according to an affidavit or a memorandum of costs after judgment or both,  
4 filed herein, it appears that further sums have accrued since the entry of judgment, to wit:  
5 \$ 0.00 accrued interest, and  
6 \$ 0.00 accrued costs, together with  
7 \$ 10.00 fee for issuance of Writ of Execution, making a total of  
8 \$ 10.00 accrued interest, costs, and fees  
9  
10 CREDIT may be given for payments and partial satisfactions in the amount of  
11 \$ 0.00 which is to be first credited against the total accrued costs and accrued interest,  
12 with any excess credited against the judgment as entered, leaving a net balance of  
13 **\$174,003.36** actually due on the date of the issuance of this writ, of which \$156,734.46  
14 bears interest at 5.25 percent per annum, in the amount of \$22.54 per day, from January 10, 2022,  
15 to the date of levy, to which must be added the commissions and costs of the officer executing this  
16 writ.  
17  
18 NOW, THEREFORE, SHERIFF OF WASHOE COUNTY, you are hereby commanded to  
19 satisfy this judgment with interest and costs as provided by law, out of the personal property of the  
20 judgment debtor, by serving upon FIDELITY INVESTMENTS/FIDELITY BROKERAGE  
21 SERVICES, LLC, including, but not limited to, Account Nos. and/or  
22 The Summit Reno, 13921 South Virginia Street, Suite 112, Reno, Nevada, 89511, this Writ of  
23 Execution with Garnishment, and if sufficient personal property cannot be found, then out of the  
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1   ///

2   real property belonging to the debtor in the aforesaid county, and make return to this Writ within  
3   no less than 10 days nor more than 60 days endorsed thereon with what you have done.

4           DATED this 12<sup>th</sup> day of January, 2022.

5                           ALICIA L. LERUE, CLERK OF THE COURT  
6                           BY:   
7                           DEPUTY  
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**NOTICE OF EXECUTION**

**YOUR PROPERTY IS BEING ATTACHED OR YOUR WAGES ARE BEING  
GARNISHED**

A court has determined that you owe money to Defendants, WESPAC and Greg Christian, the judgment creditors. The judgment creditors have begun the procedure to collect that money by garnishing your wages, bank account and other personal property held by third persons or by taking money or other property in your possession.

Certain benefits and property owned by you may be exempt from execution and may not be taken from you. The following is a partial list of exemptions:

1. Payments received pursuant to the federal Social Security Act, including, without limitation, retirement and survivors' benefits, supplemental security income benefits and disability insurance benefits.

2. Payments for benefits or the return of contributions under the Public Employees' Retirement System.

3. Payments for public assistance granted through the Division of Welfare and Supportive Services of the Department of Health and Human Services or a local governmental entity.

4. Proceeds from a policy of life insurance.

5. Payments of benefits under a program of industrial insurance.

6. Payments received as disability, illness or unemployment benefits.

7. Payments received as unemployment compensation.

8. Veteran's benefits.

9. A homestead in a dwelling or a mobile home, including, subject to the provisions of section 6.5 of this act, the proceeds from the sale of such property, not to exceed \$605,000, unless:

(a) The judgment is for a medical bill, in which case all of the primary dwelling, including a mobile or manufactured home, may be exempt.

(b) Allodial title has been established and not relinquished for the dwelling or mobile home, in which case all of the dwelling or mobile home and its appurtenances are exempt, including the land on which they are located, unless a valid waiver executed pursuant to NRS 115.010 is applicable to the judgment.

10. All money reasonably deposited with a landlord by you to secure an agreement to rent or lease a dwelling that is used by you as your primary residence, except that such money is not exempt with respect to a landlord or landlord's successor in interest who seeks to enforce the terms of the agreement to rent or lease the dwelling.

11. A vehicle, if your equity in the vehicle is less than \$15,000.

12. Eighty-two percent of the take-home pay for any workweek if your gross weekly

1 salary or wage was \$770 or less on the date the most recent writ of garnishment was issued, or  
2 seventy-five percent of the take-home pay for any workweek if your gross weekly salary or  
3 wage exceeded \$770 on the date the most recent writ of garnishment was issued, unless the  
weekly take-home pay is less than 50 times the federal minimum hourly wage, in which case  
the entire amount may be exempt.

4 13. Money, not to exceed \$1,000,000 in present value, held in:

5 (a) An individual retirement arrangement which conforms with or is maintained  
6 pursuant to the applicable limitations and requirements of section 408 or 408A of the Internal  
Revenue Code, 26 U.S.C. §§ 408 and 408A, including, without limitation, an inherited  
individual retirement arrangement;

7 (b) A written simplified employee pension plan which conforms with or is maintained  
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Code, 26 U.S.C. § 408, including, without limitation, an inherited simplified employee pension  
9 plan;

10 (c) A cash or deferred arrangement plan which is qualified and maintained pursuant to  
the Internal Revenue Code, including, without limitation, an inherited cash or deferred  
11 arrangement plan;

12 (d) A trust forming part of a stock bonus, pension or profit-sharing plan that is  
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U.S.C. §§ 401 et seq.; and

13 (e) A trust forming part of a qualified tuition program pursuant  
14 to chapter 353B of NRS, any applicable regulations adopted pursuant to chapter 353B of NRS  
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15 after the entry of a judgment against the purchaser or account owner or the money will not be  
used by any beneficiary to attend a college or university.

16 14. All money and other benefits paid pursuant to the order of a court of competent  
jurisdiction for the support, education and maintenance of a child, whether collected by the  
17 judgment debtor or the State.

18 15. All money and other benefits paid pursuant to the order of a court of competent  
jurisdiction for the support and maintenance of a former spouse, including the amount of any  
19 arrearages in the payment of such support and maintenance to which the former spouse may be  
entitled.

20 16. Regardless of whether a trust contains a spendthrift provision:

21 (a) A present or future interest in the income or principal of a trust that is a contingent  
22 interest, if the contingency has not been satisfied or removed;

23 (b) A present or future interest in the income or principal of a trust for which  
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24 trust, if the interest has not been distributed from the trust;

25 (c) The power to direct dispositions of property in the trust, other than such a power  
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- 7 interest in which the standard for distribution may be interpreted by the trustee or a court, if the
- 8 interest has not been distributed from the trust.
- 9 18. A vehicle for use by you or your dependent which is specially equipped or
- 10 modified to provide mobility for a person with a permanent disability.
- 11 19. A prosthesis or any equipment prescribed by a physician or dentist for you or your
- 12 dependent.
- 13 20. Payments, in an amount not to exceed \$16,150, received as compensation for
- 14 personal injury, not including compensation for pain and suffering or actual pecuniary loss, by
- 15 the judgment debtor or by a person upon whom the judgment debtor is dependent at the time
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- 24 and any dependent of the judgment debtor.
- 25 23. Payments received as restitution for a criminal act.
- 26 24. Personal property, not to exceed \$10,000 in total value, if the property is not
- 27 otherwise exempt from execution.
- 28 25. A tax refund received from the earned income credit provided by federal law or a
- similar state law.
- 26 26. Stock of a corporation described in subsection 2 of NRS 78.746 except as set
- forth in that section.
- 21 These exemptions may not apply in certain cases such as a proceeding to enforce a
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- 23 should consult an attorney immediately to assist you in determining whether your property or
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- assistance through Washoe Legal Services. If you do not wish to consult an attorney or receive
- 25 legal services from an organization that provides assistance to persons who qualify, you may
- 26 obtain the form to be used to claim an exemption from the clerk of the court.

#### **PROCEDURE FOR CLAIMING EXEMPT PROPERTY**

1           If you believe that the money or property taken from you is exempt, you must  
2 complete and file with the clerk of the court an executed claim of exemption. A copy of the  
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10 the property or money is exempt. The objection to the claim of exemption and notice for the  
11 hearing to determine the issue of exemption must be filed within 8 judicial days after the claim  
12 of exemption is served on the judgment creditor by mail or in person and served on the  
13 judgment debtor, the sheriff and any garnishee not less than 5 judicial days before the date set  
14 for the hearing. The hearing to determine whether the property or money is exempt must be  
15 held within 7 judicial days after the objection to the claim of exemption and notice for the  
16 hearing is filed. You may be able to have your property released more quickly if you mail to  
17 the judgment creditor or the attorney of the judgment creditor written proof that the property is  
18 exempt. Such proof may include, without limitation, a letter from the government, an annual  
19 statement from a pension fund, receipts for payment, copies of checks, records from financial  
20 institutions or any other document which demonstrates that the money in your account is  
21 exempt.

22           IF YOU DO NOT FILE THE EXECUTED CLAIM OF EXEMPTION WITHIN THE  
23 TIME SPECIFIED, YOUR PROPERTY MAY BE SOLD AND THE MONEY GIVEN TO  
24 THE JUDGMENT CREDITOR, EVEN IF THE PROPERTY OR MONEY IS EXEMPT.  
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19 statement from a pension fund, receipts for payment, copies of checks, records from financial  
20 institutions or any other document which demonstrates that the money in your account is  
21 exempt.

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23 **TIME SPECIFIED, YOUR PROPERTY MAY BE SOLD AND THE MONEY GIVEN TO**  
24 **THE JUDGMENT CREDITOR, EVEN IF THE PROPERTY OR MONEY IS EXEMPT.**

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

DATE 1/12/2022  
ALICIA L. RUD, Clerk of the Second Judicial District Court in and for the County of Washoe, State of Nevada

By *Alyson* Deputy  
7 Pages

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2022 JAN 12 PM 1:58

ALSO ALTERED  
CLERK OF THE COURT  
BY *[Signature]*  
DEPUTY

4320  
1 STEPHEN S. KENT, ESQ.  
Nevada State Bar No. 1251  
2 GORDON REES SCULLY MANSUKHANI, LLP  
201 West Liberty St., Ste. 320  
3 Reno, Nevada 89501  
Telephone: (775) 324-9800  
4 Facsimile: (775) 324-9803  
Email: [skent@grsm.com](mailto:skent@grsm.com)  
5 Attorneys for Defendants  
WESPAC and GREG CHRISTIAN  
6

7 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

8 IN AND FOR THE COUNTY OF WASHOE

9 \* \* \* \* \*

10 GREGORY GARMONG

Case No. CV12-01271

11 Plaintiff,

Dept. No. 6

12 vs.

**WRIT OF EXECUTION WITH  
GARNISHMENT**

13 WESPAC, GREG CHRISTIAN, and  
Does 1-10,

14 Defendants.  
15 \_\_\_\_\_ /

16 THE PEOPLE OF THE STATE OF NEVADA:

17 To the Sheriff of Washoe County:

18 On July 16, 2021, a Final Judgment was entered by the above-entitled Court in the above  
19 entitled action in favor of Defendants, WESPAC and GREG CHRISTIAN, as judgment creditors,  
20 and against GREGORY GARMONG, Defendant, as judgment debtor, for:  
21

22	\$111,649.96	principal
23	\$16,082.19	interest on \$111,649.96 from 8/9/19 to 1/10/22, and
24	\$45,084.50	attorney's fees
25	\$1,186.71	interest on \$45,084.50 from 7/12/21 to 1/10/22,
26		
27		
28		



1 making a total amount of  
2 **\$174,003.36** the judgment as entered, and  
3 WHEREAS, according to an affidavit or a memorandum of costs after judgment or both,  
4 filed herein, it appears that further sums have accrued since the entry of judgment, to wit:  
5 \$ 0.00 accrued interest, and  
6 \$ 0.00 accrued costs, together with  
7 \$ 10.00 fee for issuance of Writ of Execution, making a total of  
8 \$ 10.00 accrued interest, costs, and fees  
9  
10 CREDIT may be given for payments and partial satisfactions in the amount of  
11 \$ 0.00 which is to be first credited against the total accrued costs and accrued interest,  
12 with any excess credited against the judgment as entered, leaving a net balance of  
13 **\$174,003.36** actually due on the date of the issuance of this writ, of which \$156,734.46  
14 bears interest at 5.25 percent per annum, in the amount of \$22.54 per day, from January 10, 2022,  
15 to the date of levy, to which must be added the commissions and costs of the officer executing this  
16 writ.  
17  
18 NOW, THEREFORE, SHERIFF OF WASHOE COUNTY, you are hereby commanded to  
19 satisfy this judgment with interest and costs as provided by law, out of the personal property of the  
20 judgment debtor, by serving upon FIDELITY INVESTMENTS/FIDELITY BROKERAGE  
21 SERVICES, LLC, including, but not limited to, Account Nos. and/or  
22 The Summit Reno, 13921 South Virginia Street, Suite 112, Reno, Nevada, 89511, this Writ of  
23 Execution with Garnishment, and if sufficient personal property cannot be found, then out of the  
24  
25 ///  
26  
27 2  
28

1 ///

2 real property belonging to the debtor in the aforesaid county, and make return to this Writ within  
3 no less than 10 days nor more than 60 days endorsed thereon with what you have done.

4 DATED this 12th day of January, 2022.

22. JUDICIAL LEAVE (RICT)  
CLERK OF THE COURT  
BY: [Signature]  
DEPUTY

- 1 (e) Any power held by the person who created the trust.
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**CERTIFIED COPY**

The document to which this certificate is attached is a full true and correct copy of the original on file and of record in my office.

DATE: 1/12/2022

ALICIA LERUD, Clerk of the Second Judicial District Court, in and for the County of Washoe, State of Nevada

By *Chyamera* Deputy  
1 Pages

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2022 JAN 12 PM 1:58

CLERK OF THE COURT  
DEPT. 6

4320  
STEPHEN S. KENT, ESQ.  
Nevada State Bar No. 1251  
GORDON REES SCULLY MANSUKHANI, LLP  
201 West Liberty St., Ste. 320  
Reno, Nevada 89501  
Telephone: (775) 324-9800  
Facsimile: (775) 324-9803  
Email: [skent@grsm.com](mailto:skent@grsm.com)  
Attorneys for Defendants  
WESPAC and GREG CHRISTIAN

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

\*\*\*\*\*

GREGORY GARMONG

Case No. CV12-01271

Plaintiff,

Dept. No. 6

vs.

WRIT OF EXECUTION WITH  
GARNISHMENT

WESPAC, GREG CHRISTIAN, and  
Does 1-10,

Defendants.

THE PEOPLE OF THE STATE OF NEVADA:

To the Sheriff of Washoe County:

On July 16, 2021, a Final Judgment was entered by the above-entitled Court in the above-entitled action in favor of Defendants, WESPAC and GREG CHRISTIAN, as judgment creditors, and against GREGORY GARMONG, Defendant, as judgment debtor, for:

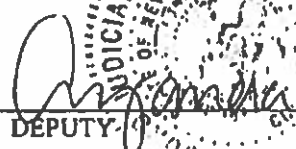
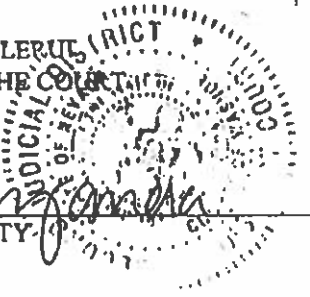
\$111,649.96	principal
\$ 16,082.19	interest on \$111,649.96 from 8/9/19 to 1/10/22, and
\$ 45,084.50	attorney's fees
\$ 1,186.71	interest on \$45,084.50 from 7/12/21 to 1/10/22,

1 making a total amount of  
2 \$174,003.36 the judgment as entered, and  
3 WHEREAS, according to an affidavit or a memorandum of costs after judgment or both,  
4 filed herein, it appears that further sums have accrued since the entry of judgment, to wit:  
5 \$ 0.00 accrued interest, and  
6 \$ 0.00 accrued costs, together with  
7 \$ 10.00 fee for issuance of Writ of Execution, making a total of  
8 \$ 10.00 accrued interest, costs, and fees  
9  
10 CREDIT may be given for payments and partial satisfactions in the amount of  
11 \$ 0.00 which is to be first credited against the total accrued costs and accrued interest,  
12 with any excess credited against the judgment as entered, leaving a net balance of  
13 \$174,003.36 actually due on the date of the issuance of this writ, of which \$156,734.46  
14 bears interest at 5.25 percent per annum, in the amount of \$22.54 per day, from January 10, 2022,  
15 to the date of levy, to which must be added the commissions and costs of the officer executing this  
16 writ.  
17  
18 NOW, THEREFORE, SHERIFF OF WASHOE COUNTY, you are hereby commanded to  
19 satisfy this judgment with interest and costs as provided by law, out of the personal property of the  
20 judgment debtor, by serving upon FIDELITY INVESTMENTS/FIDELITY BROKERAGE  
21 SERVICES, LLC, including, but not limited to, Account Nos. ' and/or  
22 The Summit Reno, 13921 South Virginia Street, Suite 112, Reno, Nevada, 89511, this Writ of  
23 Execution with Garnishment, and if sufficient personal property cannot be found, then out of the  
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1    ///

2    real property belonging to the debtor in the aforesaid county, and make return to this Writ within  
3    no less than 10 days nor more than 60 days endorsed thereon with what you have done.

4           DATED this 12th day of January, 2022.

5                               ALICIA L. LERUE  
6                               CLERK OF THE COURT  
7                               BY:   
8                               DEPUTY  
9                               

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1 **NOTICE OF EXECUTION**

2 **YOUR PROPERTY IS BEING ATTACHED OR YOUR WAGES ARE BEING**  
3 **GARNISHED**

4 A court has determined that you owe money to Defendants, WESPAC and Greg  
5 Christian, the judgment creditors. The judgment creditors have begun the procedure to collect  
6 that money by garnishing your wages, bank account and other personal property held by third  
7 persons or by taking money or other property in your possession.

8 Certain benefits and property owned by you may be exempt from execution and may  
9 not be taken from you. The following is a partial list of exemptions:

10 1. Payments received pursuant to the federal Social Security Act, including, without  
11 limitation, retirement and survivors' benefits, supplemental security income benefits and  
12 disability insurance benefits.

13 2. Payments for benefits or the return of contributions under the Public Employees'  
14 Retirement System.

15 3. Payments for public assistance granted through the Division of Welfare and  
16 Supportive Services of the Department of Health and Human Services or a local governmental  
17 entity.

18 4. Proceeds from a policy of life insurance.

19 5. Payments of benefits under a program of industrial insurance.

20 6. Payments received as disability, illness or unemployment benefits.

21 7. Payments received as unemployment compensation.

22 8. Veteran's benefits.

23 9. A homestead in a dwelling or a mobile home, including, subject to the provisions  
24 of section 6.5 of this act, the proceeds from the sale of such property, not to exceed \$605,000,  
25 unless:

26 (a) The judgment is for a medical bill, in which case all of the primary dwelling,  
27 including a mobile or manufactured home, may be exempt.

28 (b) Allodial title has been established and not relinquished for the dwelling or mobile  
home, in which case all of the dwelling or mobile home and its appurtenances are exempt,  
including the land on which they are located, unless a valid waiver executed pursuant to NRS  
115.010 is applicable to the judgment.

10. All money reasonably deposited with a landlord by you to secure an agreement to  
rent or lease a dwelling that is used by you as your primary residence, except that such money  
is not exempt with respect to a landlord or landlord's successor in interest who seeks to enforce  
the terms of the agreement to rent or lease the dwelling.

11. A vehicle, if your equity in the vehicle is less than \$15,000.

12. Eighty-two percent of the take-home pay for any workweek if your gross weekly

1 salary or wage was \$770 or less on the date the most recent writ of garnishment was issued, or  
2 seventy-five percent of the take-home pay for any workweek if your gross weekly salary or  
3 wage exceeded \$770 on the date the most recent writ of garnishment was issued, unless the  
weekly take-home pay is less than 50 times the federal minimum hourly wage, in which case  
the entire amount may be exempt.

4 13. Money, not to exceed \$1,000,000 in present value, held in:

5 (a) An individual retirement arrangement which conforms with or is maintained  
6 pursuant to the applicable limitations and requirements of section 408 or 408A of the Internal  
Revenue Code, 26 U.S.C. §§ 408 and 408A, including, without limitation, an inherited  
individual retirement arrangement;

7 (b) A written simplified employee pension plan which conforms with or is maintained  
8 pursuant to the applicable limitations and requirements of section 408 of the Internal Revenue  
Code, 26 U.S.C. § 408, including, without limitation, an inherited simplified employee pension  
9 plan;

10 (c) A cash or deferred arrangement plan which is qualified and maintained pursuant to  
the Internal Revenue Code, including, without limitation, an inherited cash or deferred  
11 arrangement plan;

12 (d) A trust forming part of a stock bonus, pension or profit-sharing plan that is  
qualified and maintained pursuant to sections 401 et seq. of the Internal Revenue Code, 26  
U.S.C. §§ 401 et seq.; and

13 (e) A trust forming part of a qualified tuition program pursuant  
14 to chapter 353B of NRS, any applicable regulations adopted pursuant to chapter 353B of NRS  
and section 529 of the Internal Revenue Code, 26 U.S.C. § 529, unless the money is deposited  
15 after the entry of a judgment against the purchaser or account owner or the money will not be  
used by any beneficiary to attend a college or university.

16 14. All money and other benefits paid pursuant to the order of a court of competent  
jurisdiction for the support, education and maintenance of a child, whether collected by the  
17 judgment debtor or the State.

18 15. All money and other benefits paid pursuant to the order of a court of competent  
jurisdiction for the support and maintenance of a former spouse, including the amount of any  
19 arrearages in the payment of such support and maintenance to which the former spouse may be  
entitled.

20 16. Regardless of whether a trust contains a spendthrift provision:

21 (a) A present or future interest in the income or principal of a trust that is a contingent  
22 interest, if the contingency has not been satisfied or removed;

23 (b) A present or future interest in the income or principal of a trust for which  
discretionary power is held by a trustee to determine whether to make a distribution from the  
24 trust, if the interest has not been distributed from the trust;

25 (c) The power to direct dispositions of property in the trust, other than such a power  
held by a trustee to distribute property to a beneficiary of the trust;

26 (d) Certain powers held by a trust protector or certain other persons; and

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**NOTICE OF EXECUTION**

**YOUR PROPERTY IS BEING ATTACHED OR YOUR WAGES ARE BEING  
GARNISHED**

A court has determined that you owe money to Defendants, WESPAC and Greg Christian, the judgment creditors. The judgment creditors have begun the procedure to collect that money by garnishing your wages, bank account and other personal property held by third persons or by taking money or other property in your possession.

Certain benefits and property owned by you may be exempt from execution and may not be taken from you. The following is a partial list of exemptions:

1. Payments received pursuant to the federal Social Security Act, including, without limitation, retirement and survivors' benefits, supplemental security income benefits and disability insurance benefits.
2. Payments for benefits or the return of contributions under the Public Employees' Retirement System.
3. Payments for public assistance granted through the Division of Welfare and Supportive Services of the Department of Health and Human Services or a local governmental entity.
4. Proceeds from a policy of life insurance.
5. Payments of benefits under a program of industrial insurance.
6. Payments received as disability, illness or unemployment benefits.
7. Payments received as unemployment compensation.
8. Veteran's benefits.
9. A homestead in a dwelling or a mobile home, including, subject to the provisions of section 6.5 of this act, the proceeds from the sale of such property, not to exceed \$605,000, unless:
  - (a) The judgment is for a medical bill, in which case all of the primary dwelling, including a mobile or manufactured home, may be exempt.
  - (b) Allodial title has been established and not relinquished for the dwelling or mobile home, in which case all of the dwelling or mobile home and its appurtenances are exempt, including the land on which they are located, unless a valid waiver executed pursuant to NRS 115.010 is applicable to the judgment.
10. All money reasonably deposited with a landlord by you to secure an agreement to rent or lease a dwelling that is used by you as your primary residence, except that such money is not exempt with respect to a landlord or landlord's successor in interest who seeks to enforce the terms of the agreement to rent or lease the dwelling.
11. A vehicle, if your equity in the vehicle is less than \$15,000.
12. Eighty-two percent of the take-home pay for any workweek if your gross weekly

1 salary or wage was \$770 or less on the date the most recent writ of garnishment was issued, or  
2 seventy-five percent of the take home pay for any workweek if your gross weekly salary or  
3 wage exceeded \$770 on the date the most recent writ of garnishment was issued, unless the  
4 weekly take-home pay is less than 50 times the federal minimum hourly wage, in which case  
5 the entire amount may be exempt.

6 13. Money, not to exceed \$1,000,000 in present value, held in:

7 (a) An individual retirement arrangement which conforms with or is maintained  
8 pursuant to the applicable limitations and requirements of section 408 or 408A of the Internal  
9 Revenue Code, 26 U.S.C. §§ 408 and 408A, including, without limitation, an inherited  
10 individual retirement arrangement;

11 (b) A written simplified employee pension plan which conforms with or is maintained  
12 pursuant to the applicable limitations and requirements of section 408 of the Internal Revenue  
13 Code, 26 U.S.C. § 408, including, without limitation, an inherited simplified employee pension  
14 plan;

15 (c) A cash or deferred arrangement plan which is qualified and maintained pursuant to  
16 the Internal Revenue Code, including, without limitation, an inherited cash or deferred  
17 arrangement plan;

18 (d) A trust forming part of a stock bonus, pension or profit-sharing plan that is  
19 qualified and maintained pursuant to sections 401 et seq. of the Internal Revenue Code, 26  
20 U.S.C. §§ 401 et seq.; and

21 (e) A trust forming part of a qualified tuition program pursuant  
22 to chapter 353B of NRS, any applicable regulations adopted pursuant to chapter 353B of NRS  
23 and section 529 of the Internal Revenue Code, 26 U.S.C. § 529, unless the money is deposited  
24 after the entry of a judgment against the purchaser or account owner or the money will not be  
25 used by any beneficiary to attend a college or university.

26 14. All money and other benefits paid pursuant to the order of a court of competent  
27 jurisdiction for the support, education and maintenance of a child, whether collected by the  
28 judgment debtor or the State.

15 15. All money and other benefits paid pursuant to the order of a court of competent  
16 jurisdiction for the support and maintenance of a former spouse, including the amount of any  
17 arrearages in the payment of such support and maintenance to which the former spouse may be  
18 entitled.

19 16. Regardless of whether a trust contains a spendthrift provision:

20 (a) A present or future interest in the income or principal of a trust that is a contingent  
21 interest, if the contingency has not been satisfied or removed;

22 (b) A present or future interest in the income or principal of a trust for which  
23 discretionary power is held by a trustee to determine whether to make a distribution from the  
24 trust, if the interest has not been distributed from the trust;

25 (c) The power to direct dispositions of property in the trust, other than such a power  
26 held by a trustee to distribute property to a beneficiary of the trust;

27 (d) Certain powers held by a trust protector or certain other persons; and

- 1 (e) Any power held by the person who created the trust.
- 2 17. If a trust contains a spendthrift provision:
- 3 (a) A present or future interest in the income or principal of a trust that is a mandatory
- 4 interest in which the trustee does not have discretion concerning whether to make the
- 5 distribution from the trust, if the interest has not been distributed from the trust; and
- 6 (b) A present or future interest in the income or principal of a trust that is a support
- 7 interest in which the standard for distribution may be interpreted by the trustee or a court, if the
- 8 interest has not been distributed from the trust.
- 9 18. A vehicle for use by you or your dependent which is specially equipped or
- 10 modified to provide mobility for a person with a permanent disability.
- 11 19. A prosthesis or any equipment prescribed by a physician or dentist for you or your
- 12 dependent.
- 13 20. Payments, in an amount not to exceed \$16,150, received as compensation for
- 14 personal injury, not including compensation for pain and suffering or actual pecuniary loss, by
- 15 the judgment debtor or by a person upon whom the judgment debtor is dependent at the time
- 16 the payment is received.
- 17 21. Payments received as compensation for the wrongful death of a person upon
- 18 whom the judgment debtor was dependent at the time of the wrongful death, to the extent
- 19 reasonably necessary for the support of the judgment debtor and any dependent of the judgment
- 20 debtor.
- 21 22. Payments received as compensation for the loss of future earnings of the
- 22 judgment debtor or of a person upon whom the judgment debtor is dependent at the time the
- 23 payment is received, to the extent reasonably necessary for the support of the judgment debtor
- 24 and any dependent of the judgment debtor.
- 25 23. Payments received as restitution for a criminal act.
- 26 24. Personal property, not to exceed \$10,000 in total value, if the property is not
- 27 otherwise exempt from execution.
- 28 25. A tax refund received from the earned income credit provided by federal law or a
- similar state law.
- 26 26. Stock of a corporation described in subsection 2 of NRS 78.746 except as set
- forth in that section.
- 27 These exemptions may not apply in certain cases such as a proceeding to enforce a
- 28 judgment for support of a person or a judgment of foreclosure on a mechanic's lien. You
- should consult an attorney immediately to assist you in determining whether your property or
- money is exempt from execution. If you cannot afford an attorney, you may be eligible for
- assistance through Washoe Legal Services. If you do not wish to consult an attorney or receive
- legal services from an organization that provides assistance to persons who qualify, you may
- obtain the form to be used to claim an exemption from the clerk of the court.

#### **PROCEDURE FOR CLAIMING EXEMPT PROPERTY**

1           If you believe that the money or property taken from you is exempt, you must  
2 complete and file with the clerk of the court an executed claim of exemption. A copy of the  
3 claim of exemption must be served upon the sheriff, the garnishee and the judgment creditor  
4 within 10 days after the notice of execution or garnishment is served on you by mail pursuant  
5 to NRS 21.076 which identifies the specific property that is being levied on. The property  
6 must be released by the garnishee or the sheriff within 9 judicial days after you serve the claim  
7 of exemption upon the sheriff, garnishee and judgment creditor, unless the sheriff or garnishee  
8 receives a copy of an objection to the claim of exemption and a notice for a hearing to  
9 determine the issue of exemption. If this happens, a hearing will be held to determine whether  
10 the property or money is exempt. The objection to the claim of exemption and notice for the  
11 hearing to determine the issue of exemption must be filed within 8 judicial days after the claim  
12 of exemption is served on the judgment creditor by mail or in person and served on the  
13 judgment debtor, the sheriff and any garnishee not less than 5 judicial days before the date set  
14 for the hearing. The hearing to determine whether the property or money is exempt must be  
15 held within 7 judicial days after the objection to the claim of exemption and notice for the  
16 hearing is filed. You may be able to have your property released more quickly if you mail to  
17 the judgment creditor or the attorney of the judgment creditor written proof that the property is  
18 exempt. Such proof may include, without limitation, a letter from the government, an annual  
19 statement from a pension fund, receipts for payment, copies of checks, records from financial  
20 institutions or any other document which demonstrates that the money in your account is  
21 exempt.

22           IF YOU DO NOT FILE THE EXECUTED CLAIM OF EXEMPTION WITHIN THE  
23 TIME SPECIFIED, YOUR PROPERTY MAY BE SOLD AND THE MONEY GIVEN TO  
24 THE JUDGMENT CREDITOR, EVEN IF THE PROPERTY OR MONEY IS EXEMPT.

1 **NOTICE OF EXECUTION**

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3 **GARNISHED**

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14 Retirement System.

15 3. Payments for public assistance granted through the Division of Welfare and  
16 Supportive Services of the Department of Health and Human Services or a local governmental  
17 entity.

18 4. Proceeds from a policy of life insurance.

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20 6. Payments received as disability, illness or unemployment benefits.

21 7. Payments received as unemployment compensation.

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23 9. A homestead in a dwelling or a mobile home, including, subject to the provisions  
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10. All money reasonably deposited with a landlord by you to secure an agreement to  
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is not exempt with respect to a landlord or landlord's successor in interest who seeks to enforce  
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11. A vehicle, if your equity in the vehicle is less than \$15,000.

12. Eighty-two percent of the take-home pay for any workweek if your gross weekly

1 salary or wage was \$770 or less on the date the most recent writ of garnishment was issued, or  
2 seventy-five percent of the take-home pay for any workweek if your gross weekly salary or  
3 wage exceeded \$770 on the date the most recent writ of garnishment was issued, unless the  
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8 pursuant to the applicable limitations and requirements of section 408 or 408A of the Internal  
9 Revenue Code, 26 U.S.C. §§ 408 and 408A, including, without limitation, an inherited  
10 individual retirement arrangement;

11 (b) A written simplified employee pension plan which conforms with or is maintained  
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13 Code, 26 U.S.C. § 408, including, without limitation, an inherited simplified employee pension  
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15 (c) A cash or deferred arrangement plan which is qualified and maintained pursuant to  
16 the Internal Revenue Code, including, without limitation, an inherited cash or deferred  
17 arrangement plan;

18 (d) A trust forming part of a stock bonus, pension or profit-sharing plan that is  
19 qualified and maintained pursuant to sections 401 et seq. of the Internal Revenue Code, 26  
20 U.S.C. §§ 401 et seq.; and

21 (e) A trust forming part of a qualified tuition program pursuant  
22 to chapter 353B of NRS, any applicable regulations adopted pursuant to chapter 353B of NRS  
23 and section 529 of the Internal Revenue Code, 26 U.S.C. § 529, unless the money is deposited  
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15 15. All money and other benefits paid pursuant to the order of a court of competent  
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20 (a) A present or future interest in the income or principal of a trust that is a contingent  
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5 distribution from the trust, if the interest has not been distributed from the trust; and

6 (b) A present or future interest in the income or principal of a trust that is a support  
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8 interest has not been distributed from the trust.

9 18. A vehicle for use by you or your dependent which is specially equipped or  
10 modified to provide mobility for a person with a permanent disability.

11 19. A prosthesis or any equipment prescribed by a physician or dentist for you or your  
12 dependent.

13 20. Payments, in an amount not to exceed \$16,150, received as compensation for  
14 personal injury, not including compensation for pain and suffering or actual pecuniary loss, by  
15 the judgment debtor or by a person upon whom the judgment debtor is dependent at the time  
16 the payment is received.

17 21. Payments received as compensation for the wrongful death of a person upon  
18 whom the judgment debtor was dependent at the time of the wrongful death, to the extent  
19 reasonably necessary for the support of the judgment debtor and any dependent of the judgment  
20 debtor.

21 22. Payments received as compensation for the loss of future earnings of the  
22 judgment debtor or of a person upon whom the judgment debtor is dependent at the time the  
23 payment is received, to the extent reasonably necessary for the support of the judgment debtor  
24 and any dependent of the judgment debtor.

25 23. Payments received as restitution for a criminal act.

26 24. Personal property, not to exceed \$10,000 in total value, if the property is not  
27 otherwise exempt from execution.

28 25. A tax refund received from the earned income credit provided by federal law or a  
similar state law.

26 26. Stock of a corporation described in subsection 2 of NRS 78.746 except as set  
forth in that section.

21 These exemptions may not apply in certain cases such as a proceeding to enforce a  
22 judgment for support of a person or a judgment of foreclosure on a mechanic's lien. You  
23 should consult an attorney immediately to assist you in determining whether your property or  
24 money is exempt from execution. If you cannot afford an attorney, you may be eligible for  
25 assistance through Washoe Legal Services. If you do not wish to consult an attorney or receive  
26 legal services from an organization that provides assistance to persons who qualify, you may  
27 obtain the form to be used to claim an exemption from the clerk of the court.

## 28 PROCEDURE FOR CLAIMING EXEMPT PROPERTY

1           If you believe that the money or property taken from you is exempt, you must  
2 complete and file with the clerk of the court an executed claim of exemption. A copy of the  
3 claim of exemption must be served upon the sheriff, the garnishee and the judgment creditor  
4 within 10 days after the notice of execution or garnishment is served on you by mail pursuant  
5 to NRS 21.076 which identifies the specific property that is being levied on. The property  
6 must be released by the garnishee or the sheriff within 9 judicial days after you serve the claim  
7 of exemption upon the sheriff, garnishee and judgment creditor, unless the sheriff or garnishee  
8 receives a copy of an objection to the claim of exemption and a notice for a hearing to  
9 determine the issue of exemption. If this happens, a hearing will be held to determine whether  
10 the property or money is exempt. The objection to the claim of exemption and notice for the  
11 hearing to determine the issue of exemption must be filed within 8 judicial days after the claim  
12 of exemption is served on the judgment creditor by mail or in person and served on the  
13 judgment debtor, the sheriff and any garnishee not less than 5 judicial days before the date set  
14 for the hearing. The hearing to determine whether the property or money is exempt must be  
15 held within 7 judicial days after the objection to the claim of exemption and notice for the  
16 hearing is filed. You may be able to have your property released more quickly if you mail to  
17 the judgment creditor or the attorney of the judgment creditor written proof that the property is  
18 exempt. Such proof may include, without limitation, a letter from the government, an annual  
19 statement from a pension fund, receipts for payment, copies of checks, records from financial  
20 institutions or any other document which demonstrates that the money in your account is  
21 exempt.

22           IF YOU DO NOT FILE THE EXECUTED CLAIM OF EXEMPTION WITHIN THE  
23 TIME SPECIFIED, YOUR PROPERTY MAY BE SOLD AND THE MONEY GIVEN TO  
24 THE JUDGMENT CREDITOR, EVEN IF THE PROPERTY OR MONEY IS EXEMPT.  
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CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

DATE: 1/12/2022

ALICIA L. LEROY, Clerk of the Second Judicial District Court, in and for the County of Washoe, State of Nevada.

By A. L. Leroy Deputy  
1 Pages

FILED

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*[Handwritten signature]*

4320

STEPHEN S. KUNT, ESQ.

Nevada State Bar No. 1751

GORDON REES SCULLY MANSUKITANI, LLP

201 West Liberty St., Ste. 320

Reno, Nevada 89501

Telephone: (775) 324-9800

Facsimile: (775) 324-9803

Email: [skunt@grsm.com](mailto:skunt@grsm.com)

Attorneys for Defendants

WESPAC and GREG CHRISTIAN

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

\*\*\*\*\*

GREGORY GARMONG

Case No. CV12-01271

Plaintiff,

Dept. No. 6

vs.

WRIT OF EXECUTION WITH  
GARNISHMENT

WESPAC, GREG CHRISTIAN, and  
Does 1-10,

Defendants.

THE PEOPLE OF THE STATE OF NEVADA:

To the Sheriff of Washoe County:

On July 16, 2021, a Final Judgment was entered by the above-entitled Court in the above-entitled action in favor of Defendants, WESPAC and GREG CHRISTIAN, as judgment creditors, and against GREGORY GARMONG, Defendant, as judgment debtor, for:

\$111,649.96

principal

\$ 16,082.19

interest on \$111,649.96 from 8/9/19 to 1/10/22, and

\$ 45,084.50

attorney's fees

\$ 1,186.71

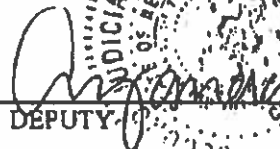
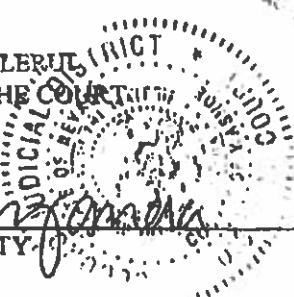
interest on \$45,084.50 from 7/12/21 to 1/10/22,

1 making a total amount of  
2 \$174,003.36 the judgment as entered, and  
3 WHEREAS, according to an affidavit or a memorandum of costs after judgment or both,  
4 filed herein, it appears that further sums have accrued since the entry of judgment, to wit:  
5 \$ 0.00 accrued interest, and  
6 \$ 0.00 accrued costs, together with  
7 \$ 10.00 fee for issuance of Writ of Execution, making a total of  
8 \$ 10.00 accrued interest, costs, and fees  
9  
10 CREDIT may be given for payments and partial satisfactions in the amount of  
11 \$ 0.00 which is to be first credited against the total accrued costs and accrued interest,  
12 with any excess credited against the judgment as entered, leaving a net balance of  
13 \$174,003.36 actually due on the date of the issuance of this writ, of which \$156,734.46  
14 bears interest at 5.25 percent per annum, in the amount of \$22.54 per day, from January 10, 2022,  
15 to the date of levy, to which must be added the commissions and costs of the officer executing this  
16 writ.  
17  
18 NOW, THEREFORE, SHERIFF OF WASHOE COUNTY, you are hereby commanded to  
19 satisfy this judgment with interest and costs as provided by law, out of the personal property of the  
20 judgment debtor, by serving upon FIDELITY INVESTMENTS/FIDELITY BROKERAGE  
21 SERVICES, LLC, including, but not limited to, Account Nos. and/or  
22 The Summit Reno, 13921 South Virginia Street, Suite 112, Reno, Nevada, 89511, this Writ of  
23 Execution with Garnishment, and if sufficient personal property cannot be found, then out of the  
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1   ///

2   real property belonging to the debtor in the aforesaid county, and make return to this Writ within  
3   no less than 10 days nor more than 60 days endorsed thereon with what you have done.

4           DATED this 17th day of January, 2022

5                           ALICIA L. LEROUX  
6                           CLERK OF THE COURT  
7                           BY:   
8                           DEPUTY  
9                           

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**NOTICE OF EXECUTION**

**YOUR PROPERTY IS BEING ATTACHED OR YOUR WAGES ARE BEING  
GARNISHED**

A court has determined that you owe money to Defendants, WESPAC and Greg Christian, the judgment creditors. The judgment creditors have begun the procedure to collect that money by garnishing your wages, bank account and other personal property held by third persons or by taking money or other property in your possession.

Certain benefits and property owned by you may be exempt from execution and may not be taken from you. The following is a partial list of exemptions:

1. Payments received pursuant to the federal Social Security Act, including, without limitation, retirement and survivors' benefits, supplemental security income benefits and disability insurance benefits.
2. Payments for benefits or the return of contributions under the Public Employees' Retirement System.
3. Payments for public assistance granted through the Division of Welfare and Supportive Services of the Department of Health and Human Services or a local governmental entity.
4. Proceeds from a policy of life insurance.
5. Payments of benefits under a program of industrial insurance.
6. Payments received as disability, illness or unemployment benefits.
7. Payments received as unemployment compensation.
8. Veteran's benefits.
9. A homestead in a dwelling or a mobile home, including, subject to the provisions of section 6.5 of this act, the proceeds from the sale of such property, not to exceed \$605,000, unless:
  - (a) The judgment is for a medical bill, in which case all of the primary dwelling, including a mobile or manufactured home, may be exempt.
  - (b) Allodial title has been established and not relinquished for the dwelling or mobile home, in which case all of the dwelling or mobile home and its appurtenances are exempt, including the land on which they are located, unless a valid waiver executed pursuant to NRS 115.010 is applicable to the judgment.
10. All money reasonably deposited with a landlord by you to secure an agreement to rent or lease a dwelling that is used by you as your primary residence, except that such money is not exempt with respect to a landlord or landlord's successor in interest who seeks to enforce the terms of the agreement to rent or lease the dwelling.
11. A vehicle, if your equity in the vehicle is less than \$15,000.
12. Eighty-two percent of the take-home pay for any workweek if your gross weekly

1 salary or wage was \$770 or less on the date the most recent writ of garnishment was issued, or  
2 seventy-five percent of the take-home pay for any workweek if your gross weekly salary or  
3 wage exceeded \$770 on the date the most recent writ of garnishment was issued, unless the  
4 weekly take-home pay is less than 50 times the federal minimum hourly wage, in which case  
5 the entire amount may be exempt.

6 13. Money, not to exceed \$1,000,000 in present value, held in:

7 (a) An individual retirement arrangement which conforms with or is maintained  
8 pursuant to the applicable limitations and requirements of section 408 or 408A of the Internal  
9 Revenue Code, 26 U.S.C. §§ 408 and 408A, including, without limitation, an inherited  
10 individual retirement arrangement;

11 (b) A written simplified employee pension plan which conforms with or is maintained  
12 pursuant to the applicable limitations and requirements of section 408 of the Internal Revenue  
13 Code, 26 U.S.C. § 408, including, without limitation, an inherited simplified employee pension  
14 plan;

15 (c) A cash or deferred arrangement plan which is qualified and maintained pursuant to  
16 the Internal Revenue Code, including, without limitation, an inherited cash or deferred  
17 arrangement plan;

18 (d) A trust forming part of a stock bonus, pension or profit-sharing plan that is  
19 qualified and maintained pursuant to sections 401 et seq. of the Internal Revenue Code, 26  
20 U.S.C. §§ 401 et seq.; and

21 (e) A trust forming part of a qualified tuition program pursuant  
22 to chapter 353B of NRS, any applicable regulations adopted pursuant to chapter 353B of NRS  
23 and section 529 of the Internal Revenue Code, 26 U.S.C. § 529, unless the money is deposited  
24 after the entry of a judgment against the purchaser or account owner or the money will not be  
25 used by any beneficiary to attend a college or university.

26 14. All money and other benefits paid pursuant to the order of a court of competent  
27 jurisdiction for the support, education and maintenance of a child, whether collected by the  
28 judgment debtor or the State.

15. All money and other benefits paid pursuant to the order of a court of competent  
jurisdiction for the support and maintenance of a former spouse, including the amount of any  
arrearages in the payment of such support and maintenance to which the former spouse may be  
entitled.

16. Regardless of whether a trust contains a spendthrift provision:

(a) A present or future interest in the income or principal of a trust that is a contingent  
interest, if the contingency has not been satisfied or removed;

(b) A present or future interest in the income or principal of a trust for which  
discretionary power is held by a trustee to determine whether to make a distribution from the  
trust, if the interest has not been distributed from the trust;

(c) The power to direct dispositions of property in the trust, other than such a power  
held by a trustee to distribute property to a beneficiary of the trust;

(d) Certain powers held by a trust protector or certain other persons; and



1 (e) Any power held by the person who created the trust.

2 17. If a trust contains a spendthrift provision:

3 (a) A present or future interest in the income or principal of a trust that is a mandatory  
4 interest in which the trustee does not have discretion concerning whether to make the  
5 distribution from the trust, if the interest has not been distributed from the trust; and

6 (b) A present or future interest in the income or principal of a trust that is a support  
7 interest in which the standard for distribution may be interpreted by the trustee or a court, if the  
8 interest has not been distributed from the trust.

9 18. A vehicle for use by you or your dependent which is specially equipped or  
10 modified to provide mobility for a person with a permanent disability.

11 19. A prosthesis or any equipment prescribed by a physician or dentist for you or your  
12 dependent.

13 20. Payments, in an amount not to exceed \$16,150, received as compensation for  
14 personal injury, not including compensation for pain and suffering or actual pecuniary loss, by  
15 the judgment debtor or by a person upon whom the judgment debtor is dependent at the time  
16 the payment is received.

17 21. Payments received as compensation for the wrongful death of a person upon  
18 whom the judgment debtor was dependent at the time of the wrongful death, to the extent  
19 reasonably necessary for the support of the judgment debtor and any dependent of the judgment  
20 debtor.

21 22. Payments received as compensation for the loss of future earnings of the  
22 judgment debtor or of a person upon whom the judgment debtor is dependent at the time the  
23 payment is received, to the extent reasonably necessary for the support of the judgment debtor  
24 and any dependent of the judgment debtor.

25 23. Payments received as restitution for a criminal act.

26 24. Personal property, not to exceed \$10,000 in total value, if the property is not  
27 otherwise exempt from execution.

28 25. A tax refund received from the earned income credit provided by federal law or a  
similar state law.

26 26. Stock of a corporation described in subsection 2 of NRS 78.746 except as set  
forth in that section.

21 These exemptions may not apply in certain cases such as a proceeding to enforce a  
22 judgment for support of a person or a judgment of foreclosure on a mechanic's lien. You  
23 should consult an attorney immediately to assist you in determining whether your property or  
24 money is exempt from execution. If you cannot afford an attorney, you may be eligible for  
25 assistance through Washoe Legal Services. If you do not wish to consult an attorney or receive  
26 legal services from an organization that provides assistance to persons who qualify, you may  
27 obtain the form to be used to claim an exemption from the clerk of the court.

#### 28 **PROCEDURE FOR CLAIMING EXEMPT PROPERTY**

1           If you believe that the money or property taken from you is exempt, you must  
2 complete and file with the clerk of the court an executed claim of exemption. A copy of the  
3 claim of exemption must be served upon the sheriff, the garnishee and the judgment creditor  
4 within 10 days after the notice of execution or garnishment is served on you by mail pursuant  
5 to NRS 21.076 which identifies the specific property that is being levied on. The property  
6 must be released by the garnishee or the sheriff within 9 judicial days after you serve the claim  
7 of exemption upon the sheriff, garnishee and judgment creditor, unless the sheriff or garnishee  
8 receives a copy of an objection to the claim of exemption and a notice for a hearing to  
9 determine the issue of exemption. If this happens, a hearing will be held to determine whether  
10 the property or money is exempt. The objection to the claim of exemption and notice for the  
11 hearing to determine the issue of exemption must be filed within 8 judicial days after the claim  
12 of exemption is served on the judgment creditor by mail or in person and served on the  
13 judgment debtor, the sheriff and any garnishee not less than 5 judicial days before the date set  
14 for the hearing. The hearing to determine whether the property or money is exempt must be  
15 held within 7 judicial days after the objection to the claim of exemption and notice for the  
16 hearing is filed. You may be able to have your property released more quickly if you mail to  
17 the judgment creditor or the attorney of the judgment creditor written proof that the property is  
18 exempt. Such proof may include, without limitation, a letter from the government, an annual  
19 statement from a pension fund, receipts for payment, copies of checks, records from financial  
20 institutions or any other document which demonstrates that the money in your account is  
21 exempt.

22  
23           IF YOU DO NOT FILE THE EXECUTED CLAIM OF EXEMPTION WITHIN THE  
24 TIME SPECIFIED, YOUR PROPERTY MAY BE SOLD AND THE MONEY GIVEN TO  
25 THE JUDGMENT CREDITOR, EVEN IF THE PROPERTY OR MONEY IS EXEMPT.  
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1 **NOTICE OF EXECUTION**

2 **YOUR PROPERTY IS BEING ATTACHED OR YOUR WAGES ARE BEING**  
3 **GARNISHED**

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13 2. Payments for benefits or the return of contributions under the Public Employees'  
14 Retirement System.

15 3. Payments for public assistance granted through the Division of Welfare and  
16 Supportive Services of the Department of Health and Human Services or a local governmental  
17 entity.

18 4. Proceeds from a policy of life insurance.

19 5. Payments of benefits under a program of industrial insurance.

20 6. Payments received as disability, illness or unemployment benefits.

21 7. Payments received as unemployment compensation.

22 8. Veteran's benefits.

23 9. A homestead in a dwelling or a mobile home, including, subject to the provisions  
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27 including a mobile or manufactured home, may be exempt.

28 (b) Allodial title has been established and not relinquished for the dwelling or mobile  
home, in which case all of the dwelling or mobile home and its appurtenances are exempt,  
including the land on which they are located, unless a valid waiver executed pursuant to NRS  
115.010 is applicable to the judgment.

10. All money reasonably deposited with a landlord by you to secure an agreement to  
rent or lease a dwelling that is used by you as your primary residence, except that such money  
is not exempt with respect to a landlord or landlord's successor in interest who seeks to enforce  
the terms of the agreement to rent or lease the dwelling.

11. A vehicle, if your equity in the vehicle is less than \$15,000.

12. Eighty-two percent of the take-home pay for any workweek if your gross weekly

1 salary or wage was \$770 or less on the date the most recent writ of garnishment was issued, or  
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20 debtor.

21 22. Payments received as compensation for the loss of future earnings of the  
22 judgment debtor or of a person upon whom the judgment debtor is dependent at the time the  
23 payment is received, to the extent reasonably necessary for the support of the judgment debtor  
24 and any dependent of the judgment debtor.

25 23. Payments received as restitution for a criminal act.

26 24. Personal property, not to exceed \$10,000 in total value, if the property is not  
27 otherwise exempt from execution.

28 25. A tax refund received from the earned income credit provided by federal law or a  
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26 26. Stock of a corporation described in subsection 2 of NRS 78.746 except as set  
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21 These exemptions may not apply in certain cases such as a proceeding to enforce a  
22 judgment for support of a person or a judgment of foreclosure on a mechanic's lien. You  
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2 complete and file with the clerk of the court an executed claim of exemption. A copy of the  
3 claim of exemption must be served upon the sheriff, the garnishee and the judgment creditor  
4 within 10 days after the notice of execution or garnishment is served on you by mail pursuant  
5 to NRS 21.076 which identifies the specific property that is being levied on. The property  
6 must be released by the garnishee or the sheriff within 9 judicial days after you serve the claim  
7 of exemption upon the sheriff, garnishee and judgment creditor, unless the sheriff or garnishee  
8 receives a copy of an objection to the claim of exemption and a notice for a hearing to  
9 determine the issue of exemption. If this happens, a hearing will be held to determine whether  
10 the property or money is exempt. The objection to the claim of exemption and notice for the  
11 hearing to determine the issue of exemption must be filed within 8 judicial days after the claim  
12 of exemption is served on the judgment creditor by mail or in person and served on the  
13 judgment debtor, the sheriff and any garnishee not less than 5 judicial days before the date set  
14 for the hearing. The hearing to determine whether the property or money is exempt must be  
15 held within 7 judicial days after the objection to the claim of exemption and notice for the  
16 hearing is filed. You may be able to have your property released more quickly if you mail to  
17 the judgment creditor or the attorney of the judgment creditor written proof that the property is  
18 exempt. Such proof may include, without limitation, a letter from the government, an annual  
19 statement from a pension fund, receipts for payment, copies of checks, records from financial  
20 institutions or any other document which demonstrates that the money in your account is  
21 exempt.

22 IF YOU DO NOT FILE THE EXECUTED CLAIM OF EXEMPTION WITHIN THE  
23 TIME SPECIFIED, YOUR PROPERTY MAY BE SOLD AND THE MONEY GIVEN TO  
24 THE JUDGMENT CREDITOR, EVEN IF THE PROPERTY OR MONEY IS EXEMPT.  
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CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

DATE: 1/12/2022  
ALICIA L. LERUD, Clerk of the Second Judicial District Court, in and for the County of Washoe, State of Nevada

By *Chyanara* Deputy  
1 Pages

**FILED**  
**Electronically**  
**CV12-01271**  
**2023-05-10 08:11:53 PM**  
**Alicia L. Lerud**  
**Clerk of the Court**  
**Transaction # 9661289 : csulezic**

## **EXHIBIT 2**

## **EXHIBIT 2**



FILED

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

2022 MAY 10 PM 2:08

Gregory Garmong  
PLAINTIFF

Vs

Wespac, Greg Christian and Does 1-10  
DEFENDANT

Dated: 5/4/2022

Civil File Number: 22002398

CASE No: CV1201271

ALICIA L. LEBLANC  
CLERK OF THE COURT  
BY: *[Signature]*  
DEPUTY

DECLARATION OF SERVICE

STATE OF NEVADA }  
COUNTY OF WASHOE } ss:

D. Scott, W4849, being first duly sworn, deposes and says: That affiant is a citizen of the United States, over 18 years of age, not a party to the within entered action, and that in the County of Washoe, State of Nevada, personally served the described documents upon:

Sub-served: Fidelity Investments/Fidelity Brokerage Services, LLC, The Summit Reno by serving Katherine Keeler, Receptionist

Location: 13921 South Virginia Street Ste 112 Reno, NV 89511

Date: 5/3/2022 Time: 1:45 PM

The document(s) served were: WRIT OF EXECUTION AND ATTACHMENT ON - BANK LEVY, NOTICE OF EXECUTION, GARNISHEE FEE OF \$5, SHERIFF'S WRIT OF GARNISHMENT, INTERROGATORIES

I declare under penalty of perjury under the law provided of the State of Nevada that the foregoing is true and correct.  
No notary is required per NRS 53.045.

DARIN BALAAM, SHERIFF

By:

*[Signature]*  
Sheriff's Authorized Agent

Stephen Kent  
Kent Law PLLC  
201 W Liberty Street  
#320  
Reno, NV 89523

## **EXHIBIT 3**

**FILED**  
**Electronically**  
**CV12-01271**  
**2023-05-10 08:11:53 PM**  
**Alicia L. Lerud**  
**Clerk of the Court**  
**Transaction # 9661289 : csulezic**

## **EXHIBIT 3**

(Next Page)

Court Case Number CV1201271  
WESPAC, GREG CHRISTIAN AND DOES 1-10

22002398

**INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE UNDER OATH:**

Are you in any manner indebted to the defendants, or either of them, either in property or money, and is the debt now due? If not due, when is the debt to become due? State A.H. more/cular.

Answer: Yes, we have individual brokerage accounts and registered to Gregory Garmong. On May 9, 2022, we disbursed a check from account number to the Carson City Sheriff's Office in response to the Writ of Execution with Garnishment dated February 25, 2022. Therefore no payment will be sent to the Washoe County Sheriff's Office.

Are you an employer of one or all of the defendants? If so, state the length of your pay period and the amount of disposable earnings, as defined in NRS 31.295, that each defendant presently earns during a pay period. State the minimum amount of disposable earnings that is exempt from this garnishment, which is the federal minimum hourly wage prescribed by section 206(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C. §5201 et seq, in effect at the time the earnings are payable multiplied by 50 for each week of the pay period, after deducting any amount required by law to be withheld.

Calculate the attachable amount as follows:

(Check one of the following) The employee is paid:

[A] Weekly: \_\_\_\_\_ [B] Biweekly: \_\_\_\_\_ [C] Semimonthly: \_\_\_\_\_ [D] Monthly: \_\_\_\_\_

- |   |          |
|---|----------|
| (1) Gross Earnings  | \$ _____ |
| (2) Deductions required by law (not including child support)                        | \$ _____ |
| (3) Disposable Earnings [Subtract line 2 from line 1]                               | \$ _____ |
| (4) Federal Minimum Wage  | \$ _____ |
| (5) Multiply line 4 by 50   | \$ _____ |
| (6) Complete the following directions in accordance with the letter selected above: |          |
| [A] Multiply line 5 by 1  | \$ _____ |
| [B] Multiply line 5 by 2  | \$ _____ |
| [C] Multiply line 5 by 52 then divide by 24   | \$ _____ |
| [D] Multiply line 5 by 52 and then divide by 12                                     | \$ _____ |
| (7) Subtract line 6 from line 3   | \$ _____ |

This is the attachable earnings. This amount must not exceed 15% of the disposable earnings from line 3 if the employee's gross weekly salary or wage on the date the most recent writ of garnishment was issued was \$770 or less, or 25% of the disposable earnings from line 3 if the employee's gross weekly salary or wage on the date the most recent writ of garnishment was issued exceeded \$770.

Answer: N/A; Gregory Garmong is not an employee

What is the gross weekly salary or wage of the employee? The gross weekly salary or wage of an employee must be determined as follows:

1. Except as otherwise provided in numbers 2 and 3 below, by dividing the employee's gross earnings for the current calendar year as of the date of the most recent writ of garnishment was issued by the total number of weeks the employee has worked in the current calendar year.
2. If the most recent writ of garnishment was issued at the beginning of the current calendar year before the employee received any earnings in the current calendar year, but the employee received earnings in the previous calendar year, by dividing the employee's gross earnings for the previous calendar year by the total number of weeks the employee worked in the previous calendar year.
3. If the employee has not been employed long enough to have been paid as of the date the most recent writ of garnishment was issued, or if the provisions of number 1 or 2 above do not otherwise apply, the gross weekly salary or wage of the employee is the anticipated gross weekly earnings of the employee as determined by his or her employer.

2

2022 MAY 19 AM 11:30  
RECEIVED  
WCSO-CIVIL DIVISION

FIMS RETAIL: 4173168786

For the purpose of determining the total number of weeks the employee has worked in the current calendar year or the total number of weeks the employee worked in the previous calendar year, as applicable, if the total number of weeks is not exact,

Court Case Number CV1201271  
Wespac, Greg Christen and Does 1-10

22002398

the number must be rounded down if the number of days the employee was on the payroll of his or her employer in excess of a whole week is 3 days or less, and rounded up if the number of days the employee was on the payroll of his or her employer in excess of a whole week is 4 days or more.

Answer: N/A

Did you have in your possession, in your charge, or under your control, on the date the writ of garnishment was served upon you, any money, property, effects, goods, chattels, right, credits, or choses in action of the defendants, or either of them or in which he is interested? If so, state its value, and state fully all particulars.

Answer: Yes. We have individual brokerage accounts with a balance in excess of the judgment and with a balance in excess of the judgment; both accounts are registered to Gregory Garmong.

Do you know of any debts owing to the defendants, whether due or not due, or any money, property, effects, goods, chattels, rights, credits or choses in action, belonging to defendant or in which defendant is interested, and now in the possession or under the control of others? If so, state particulars.

Answer: No

Are you a financial institution with a personal account held by one or all of the defendants? If so, state the account number and the amount of money in the account which is subject to garnishment. As set forth in NRS 21.105, \$2,000 or the entire amount in the account, whichever is less, is not subject to garnishment if the financial institution reasonably identifies that an electronic deposit of money has been made into the account within the immediately preceding 45 days which is exempt from execution, including, without limitation, payments of money described in NRS 21.105 or, if no such deposit has been made, \$400 or the entire amount in the account, whichever is less, is not subject to garnishment unless the garnishment is for the recovery of money owed for the support of any person. The amount which is not subject to garnishment does not apply to each account of the judgment debtor, but rather is an aggregate amount that is not subject to garnishment.

Answer: N/A

State your correct name and address, or the name and address of your attorney upon whom written notice of further proceedings in this action may be served.

Answer: Darryl Baxter, 245 Summer Street, Boston, MA 02210-1133

Darryl Baxter  
Garnishee

I, Darryl Baxter  
declare under penalty of perjury that the answers to the foregoing interrogatories by me subscribed are true and correct.

Darryl Baxter  
SIGNATURE OF GARNISHEE

Date Signed May 10, 2022

Stephen Kent  
Kent Law PLLC

FIMS\_RETAIL:4173168785

## **EXHIBIT 4**

**FILED**  
**Electronically**  
**CV12-01271**  
**2023-05-10 08:11:53 PM**  
**Alicia L. Lerud**  
**Clerk of the Court**  
**Transaction # 9661289 : csulezic**

## **EXHIBIT 4**

1 1030  
STEPHEN S. KENT, ESQ.  
2 Nevada Bar No. 1251  
THIERRY V. BARKLEY, ESQ.  
3 Nevada Bar No. 724  
GORDON REES SCULLY  
4 MANSUKHANI, LLP  
1 East Liberty Street, Suite 424  
5 Reno, NV 89501  
Telephone: (775) 467-2609  
6 Facsimile: (775) 460-4901  
E-mail: [tbarkley@grsm.com](mailto:tbarkley@grsm.com)

7 *Attorneys for Defendants Wespac and Greg Christian*

8  
9 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
10 **IN AND FOR THE COUNTY OF WASHOE**

11 GREGORY O. GARMONG,

12 Plaintiff,

13 vs.

14 WESPAC; GREG CHRISTIAN; DOES 1-  
15 10, inclusive,

16 Defendants.

CASE NO. CV12-01271

Dept. No. 6

**AFFIDAVIT OF STEPHEN S.  
KENT**

17  
18 STATE OF NEVADA       )  
19                               :ss.  
20 COUNTY OF WASHOE     )

21 I, Stephen S. Kent, being first duly sworn, deposes and states the following facts  
22 are true, correct, accurate and of my own personal knowledge.

23 1. I am the Managing Partner at Gordon Rees Scully Mansukhani in Reno and  
24 counsel for Defendants WESPAC and GREG CHRISTIAN.

25 2. I have been practicing civil litigation in Washoe County since 1980, when I  
26 was admitted to practice. Aside from being admitted to practice in all Courts in the State of  
27 Nevada, I am admitted to practice in this Court, the Ninth Circuit Court and the United States  
28

1 Supreme Court. In 1995 I was certified as a Civil Trial Advocate by the National Board of  
2 Trial Advocacy and in 2011 received certification in Civil Pretrial Practice Advocacy from the  
3 National Board of Civil Pretrial Practice Advocacy. I have been a partner in numerous large  
4 Nevada law firms and opened my own firm, Kent Law. In July 2021, I joined Gordon Rees  
5 Scully Mansukhani, LLP, and I am AV Rated with Martindale-Hubbell.

6 3. I provide the following information:

7 A. The Results Obtained

8 After my substitution of counsel and pursuing post judgment collection debtor  
9 proceedings against the Plaintiff, I was able to recover on a Writ of execution and attachment  
10 in the amount of \$174,003.36.  
11

12 B. The Time and Labor Required

13 The description of the work performed is described in detail below. Upon substitution of  
14 counsel to Gordon Rees Scully Mansukhani, LLP, I performed services related to Writs of  
15 Execution; and Post Judgment Proceedings, I expended 17.5 hours; Thierry V. Barkley, Esq.,  
16 expended 1.9 hours; and paralegal Randy Woosley expended 0.2 hours. [See Exhibit A which  
17 includes professional statements for service rendered from October 26, 2021 to July 30, 2022 and  
18 Exhibit B the incurred costs for post judgment proceedings in the amount of \$267.50 from March  
19 10, 2022].  
20

21 C. The Novelty and Difficulty of the Questions Involved

22 This case involved the recovery of a post judgment award debt owed to Defendants has been  
23 seeking to recover since July 16, 2021 has been in the amount of \$174,003.36.

24 D. The Skill Requisite to Perform the Legal Service Properly

25 The case required experienced attorneys to advise our client and develop a successful  
26 strategy for the collection of a post judgment award.

27 ///

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**F. The Experience, Reputation and Ability of the Attorneys**

3. The total time spent and \$6,433.50 is consistent with attorney's fees and hourly tasks performed for handling this matter. The hourly rates of \$350 and \$150 for paralegal, in a practice area are within the customary charges in Northern Nevada and are therefore reasonable.

Dated this 15<sup>th</sup> day of September, 2022.

*Stephen S. Kent*  
STEPHEN S. KENT, ESQ.

SUBSCRIBED AND SWORN to  
Before me this 15<sup>th</sup> day of September, 2022.

Pauline Baker

**Notary Public**





## **EXHIBIT 5**

**FILED**  
**Electronically**  
**CV12-01271**  
**2023-05-10 08:11:53 PM**  
**Alicia L. Lerud**  
**Clerk of the Court**  
**Transaction # 9661289 : csulezlc**

## **EXHIBIT 5**

1 STEPHEN S. KENT, ESQ.  
2 Nevada Bar No. 1251  
3 GORDON REES SCULLY  
4 MANSUKHANI, LLP  
5 1 East Liberty Street, Suite 424  
6 Reno, NV 89501  
Telephone: (775) 467-2609  
Facsimile: (775) 460-4901  
E-mail: [skent@grsm.com](mailto:skent@grsm.com)  
[tbarkley@grsm.com](mailto:tbarkley@grsm.com)

7 *Attorneys for Defendants Wespac and Greg Christian*

8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
9 **IN AND FOR THE COUNTY OF WASHOE**

10  
11 GREGORY O. GARMONG,

12 Plaintiff,

13 vs.

14 WESPAC; GREG CHRISTIAN; DOES I-  
15 10, inclusive,

16 Defendants.

CASE NO. CV12-01271

Dept. No. 6

17 **INTERROGATORIES TO PLAINTIFF**

18 Defendants request that plaintiff answer, under oath, in accordance with the Nevada Rules of  
19 Civil Procedure, the following interrogatories:

20 **INTERROGATORY NO. 1:**

21 Please list each bank account you have had in your name or a joint account where you are  
22 one of the persons listed as owner in the name of or an entity, or trust, or company you own or  
23 are the trustee, creator of or beneficiary of, including the name, address, account number, and  
24 balance for each account from 2010 forward.

25 **INTERROGATORY NO. 2:**

26 Please list each investment account you have had in your name or a joint account where  
27 you are one of the persons listed as account owner or trustee in the name of an entity, or trust,  
28

1 you own or are the trustee, creator of or beneficiary of, including the name, address, account  
2 number, and balance for each account from 2010 forward.

3 **INTERROGATORY NO. 3:**

4 Please state your date of birth, and social security number.

5 **INTERROGATORY NO. 4:**

6 Please identify and list all real property owned by you, the address, county, and state,  
7 assessor parcel number, where located, any mortgage or deed of trust with balance owed and the  
8 approximate value of each.

9 **INTERROGATORY NO. 5:**

10 Please list any judgments against you, the court, case number, parties, attorneys and  
11 amount of the judgment.

12 **INTERROGATORY NO. 6:**

13 Please list the court, case number, parties and attorneys in any case you are a party in.

14 DATED this 28th day of November, 2022.

15 GORDON REES SCULLY MANSUKHANI,  
16 LLP

17 By: Stephen S. Kent

18 STEPHEN S. KENT, ESQ.

19 Nevada Bar No. 1251

20 1 East Liberty Street, Suite 424

21 Reno, NV 89501

22 Telephone: (775) 467-2609

23 Facsimile: (775) 460-4901

24 skent@grsm.com

25 Attorneys for Defendants Wespac and  
26 Greg Christian  
27  
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**CERTIFICATE OF SERVICE**

Pursuant to Rule 5(b) of the Nevada Rules of Civil Procedure, I hereby certify that I am an employee of Gordon Rees Scully Mansukhani and that on this date, I served a true and correct copy of the attached document(s) as follows:

X By placing the document(s) in a sealed envelope with first-class U.S. postage prepaid, and depositing it for mailing with the U.S. Postal Service in Reno, Nevada addressed to the person at the address listed below.

- By electronic service. By filing the document with the court's electronic filing system which serves counsel listed below electronically.

By personally delivering the document(s) listed above, addressed to the person at the address as set forth below.

By Federal Express.

By facsimile.

Carl Hebert, Esq.  
202 California Ave.  
Reno, NV 89509

DATED this 28 day of November, 2022.

Sam Baker  
Sam Baker

1 STEPHEN S. KENT, ESQ.  
2 Nevada Bar No. 1251  
3 GORDON REES SCULLY  
4 MANSUKHANI, LLP  
5 1 East Liberty Street, Suite 424  
6 Reno, NV 89501  
Telephone: (775) 467-2609  
Facsimile: (775) 460-4901  
E-mail: [skent@grsm.com](mailto:skent@grsm.com)  
[tbarkley@grsm.com](mailto:tbarkley@grsm.com)

7 *Attorneys for Defendants Wespac and Greg Christian*

8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

9 **IN AND FOR THE COUNTY OF WASHOE**

10  
11 GREGORY O. GARMONG,

12 Plaintiff,

13 vs.

14 WESPAC; GREG CHRISTIAN; DOES 1-  
15 10, inclusive,

16 Defendants.

CASE NO. CV12-01271

Dept. No. 6

17 **REQUESTS FOR PRODUCTION**

18 Defendants request that plaintiff answer, under oath, in accordance with Rule 34 of the  
19 Nevada Rules of Civil Procedure, respond to the following requests within thirty (30) days from  
20 the date hereof:

21 **REQUEST NO. 1:**

22 Please produce for inspection and copying copies of all bank statements, investment  
23 account statements, reflecting money you have on deposit or invested or a company entity or  
24 trust you own or are trustee of or creator of or beneficiary of for the ten (10) years before the date  
25 of these requests.

26 **REQUEST NO. 2:**

27 Please produce for inspection and copying copies of all documents reflecting transfers of  
28

1 funds, real property, money, or other assets or property you have made in the two (2) years  
2 before the date of these requests, including all checks, online transfers, wire transfers, electronic  
3 transfers, payments, withdrawals, or other transfers.

4 **REQUEST NO. 3:**

5 Please produce for inspection and copying copies of any judgments against you from any  
6 court claiming that you owed money entered in the last ten (10) years.

7 **REQUEST NO. 4:**

8 Please produce for inspection and copying copies of the caption showing court, case  
9 number, parties, and attorney of any legal action you are presently a party to or have been a party  
10 to from 2010 to the present date.

11 **REQUEST NO. 5:**

12 Please produce for inspection and copying copies of any demands for payment made by  
13 anyone who claims you owe them money.

14 **REQUEST NO. 6:**

15 Please produce for inspection and copying copies of all deeds for real property where you  
16 are owner or an owner with other persons, companies, or entities you own or trusts where you  
17 are the trustees, creator of the trust, or beneficiary of the trust.

18 DATED this 28th day of November, 2022.

19 GORDON REES SCULLY MANSUKHANI,  
20 LLP

21 By: Stephen S. Kent  
22 STEPHEN S. KENT, ESQ.  
23 Nevada Bar No. 1251  
24 1 East Liberty Street, Suite 424  
25 Reno, NV 89501  
26 Telephone: (775) 467-2609  
27 Facsimile: (775) 460-4901  
28 skent@grsm.com  
*Attorneys for Defendants Wespac and Greg Christian*

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**CERTIFICATE OF SERVICE**

Pursuant to Rule 5(b) of the Nevada Rules of Civil Procedure, I hereby certify that I am an employee of Gordon Rees Scully Mansukhani and that on this date, I served a true and correct copy of the attached document(s) as follows:

X By placing the document(s) in a sealed envelope with first-class U.S. postage prepaid, and depositing it for mailing with the U.S. Postal Service in Reno, Nevada addressed to the person at the address listed below.

By electronic service. By filing the document with the court's electronic filing system which serves counsel listed below electronically.

By personally delivering the document(s) listed above, addressed to the person at the address as set forth below.

By Federal Express.

By facsimile.

Carl Hebert, Esq.  
202 California Ave.  
Reno, NV 89509

DATED this 29 day of November, 2022.

  
\_\_\_\_\_  
Sam Baker

# **EXHIBIT 6**

**FILED**  
**Electronically**  
**CV12-01271**  
**2023-05-10 08:11:53 PM**  
**Alicia L. Lerud**  
**Clerk of the Court**  
**Transaction # 9661289 : csulezic**

# **EXHIBIT 6**



Gordon Rees Scully, Mansukhani, LLP  
1 East Liberty Street, Suite 424  
Reno, NV 89501

4320  
STEPHEN S. KENT, ESQ.  
Nevada Bar No. 1251  
GORDON REES SCULLY MANSUKHANI, LLP  
1 East Liberty, Suite 424  
Reno, Nevada 89501  
Telephone: (775) 467-2601; 775-467-2603  
Facsimile: (775) 460-4901  
E-Mail: [skent@grsm.com](mailto:skent@grsm.com)  
Attorneys for Defendants  
WESPAC and GREG CHRISTIAN

FILED  
2023 JAN 11 AM 10:29



IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

GREGORY GARMONG

Plaintiff,

vs.

WESPAC, GREG CHRISTIAN, and  
Does 1-10,

Defendants.

Case No. CV12-01271

Dept. No. 6

**WRIT OF EXECUTION WITH  
GARNISHMENT**

THE PEOPLE OF THE STATE OF NEVADA:

To the Sheriff of Carson City:

On July 16, 2021, a Final Judgment was entered by the above-entitled Court in the above-entitled action in favor of Defendants, WESPAC and GREG CHRISTIAN, as judgment creditors, and against GREGORY GARMONG, Plaintiff, as judgment debtor, for

\$111,649.96 Arbitration Attorneys fee award amount

\$ 45,084.50 attorney's fees

making a total amount of

\$156,734.46 the judgment as entered, and

Amount Due	\$ 156,734.46
Commission	\$ 90.10
Total Due	\$ 156,824.56

1 WHEREAS, according to an affidavit or a memorandum of costs after judgment or both,  
2 filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

3 \$19,255.94 interest on principal amount of \$111,649.96 from 3/11/19, the date  
4 of the arbitrator's final award, to 6/22/22 (1,199 days) at 5.25%  
(\$16.06 per diem), and

5 \$ 2,235.60 interest on attorney's fees amount of \$45,084.50 from 7/12/21 the  
6 date the court awarded additional attorneys fees to 06/22/22  
7 (345 days) at 5.25% (\$6.48 per diem), and

8 \$ 10.00 fee for issuance of Writ of Execution, making a total of

9 \$21,501.54 accrued interest, costs, and fees.

10 \$178,236.00 Total Due as of June 22, 2022.

11 CREDIT may be given a partial payment from return on execution received on June 22,  
12 2022, in the amount of \$170,715.79, which is to be first credited against the total accrued  
13 interests and costs, with any excess credited against the judgment as entered, leaving a net  
14 balance of \$7,520.21 ( $\$178,236.00 - \$170,715.79 = \$7,520.21$ ) actually due on June 22, 2022,  
15 the date of the partial payment from execution.  
16

17 WHEREAS, it appears that further sums have accrued on the remaining balance since  
18 June 22, 2022, the date of the partial payment described above, to wit:

19 \$ 220.32 interest on net balance of \$7,520.21 from 6/22/22 to 1/11/23 (204  
20 days) at 5.25% (\$1.08 per diem), and

21 \$ 10.00 fee for issuance of Writ of Execution, making a total of

22 \$ 230.32 total accrued interest and fees for this writ.

23 WHEREAS, on the date of issuance of this Writ January 11, 2023, there actually is due  
24 \$7,750.53 ( $\$7,520.21 + \$230.32 = \$7,750.53$ ), of which \$7,750.53 bears interest at 5.25 percent  
25 per annum, in the amount of \$1.11 per day, from January 11, 2023, to the date of levy, to which  
26 must be added the commissions and costs of the officer executing this writ.  
27  
28

Gordon Rees Scully Mansukhani, LLP  
1 East Liberty Street, Suite 424  
Reno, NV 89501

1 NOW, THEREFORE, SHERIFF OF CARSON CITY, you are hereby commanded to  
2 satisfy this judgment with interest and costs as provided by law, out of the personal property of  
3 the judgment debtor, by serving upon FIDELITY INVESTMENTS/FIDELITY BROKERAGE  
4 SERVICES, LLC, including, but not limited to, Gregory Garmoning/Fidelity Account Nos.  
5 [REDACTED] and/or [REDACTED], Fidelity Investments Resident Agent, CR Corporation, 701 S.  
6 Carson Street, Carson City, Nevada 89701, this Writ of Execution with Garnishment, and if  
7 sufficient personal property cannot be found, then out of the real property belonging to the debtor  
8 in the aforesaid county, and make return to this Writ within no less than 10 days nor more than  
9 60 days endorsed thereon with what you have done.  
10

11 Further, pursuant to NRS 21.075 and 21.076 you shall serve a copy of this Writ on  
12 debtor, Gregory Garmoning's counsel, Carl Hebert, Esq., 2215 Stone View Drive, Sparks, Nevada  
13 89436, by mail within one day of the service on Fidelity Investments/Fidelity Brokerage.  
14

15 DATED this 11th day of January, 2023.

16 CLERK OF THE COURT  
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**NOTICE OF EXECUTION**

**YOUR PROPERTY IS BEING ATTACHED OR YOUR WAGES ARE BEING  
GARNISHED**

A court has determined that you owe money to Defendants, WESPAC and Greg Christian, the judgment creditors. The judgment creditors have begun the procedure to collect that money by garnishing your wages, bank account and other personal property held by third persons or by taking money or other property in your possession.

Certain benefits and property owned by you may be exempt from execution and may not be taken from you. The following is a partial list of exemptions:

1. Payments received pursuant to the federal Social Security Act, including, without limitation, retirement and survivors' benefits, supplemental security income benefits and disability insurance benefits.

2. Payments for benefits or the return of contributions under the Public Employees' Retirement System.

3. Payments for public assistance granted through the Division of Welfare and Supportive Services of the Department of Health and Human Services or a local governmental entity.

4. Proceeds from a policy of life insurance.

5. Payments of benefits under a program of industrial insurance.

6. Payments received as disability, illness or unemployment benefits.

7. Payments received as unemployment compensation.

8. Veteran's benefits.

9. A homestead in a dwelling or a mobile home, including, subject to the provisions of section 6.5 of this act, the proceeds from the sale of such property, not to exceed \$605,000, unless:

(a) The judgment is for a medical bill, in which case all of the primary dwelling, including a mobile or manufactured home, may be exempt.

(b) Allodial title has been established and not relinquished for the dwelling or mobile home, in which case all of the dwelling or mobile home and its appurtenances are exempt, including the land on which they are located, unless a valid waiver executed pursuant to NRS 115.010 is applicable to the judgment.

10. All money reasonably deposited with a landlord by you to secure an agreement to rent or lease a dwelling that is used by you as your primary residence, except that such money is not exempt with respect to a landlord or landlord's successor in interest who seeks to enforce the terms of the agreement to rent or lease the dwelling.

11. A vehicle, if your equity in the vehicle is less than \$15,000.

12. Eighty-two percent of the take-home pay for any workweek if your gross weekly salary or wage was \$770 or less on the date the most recent writ of garnishment was issued, or seventy-five percent of the take-home pay for any workweek if your gross weekly salary or wage exceeded \$770 on the date the most recent writ of garnishment was issued, unless the weekly take-home pay is less than 50 times the federal minimum hourly wage, in which case the entire amount may be exempt.

13. Money, not to exceed \$1,000,000 in present value, held in:

# **EXHIBIT 7**

**FILED**  
**Electronically**  
**CV12-01271**  
**2023-05-10 08:11:53 PM**  
**Alicia L. Lerud**  
**Clerk of the Court**  
**Transaction # 9661289 : csulezic**

# **EXHIBIT 7**

Mar 02 2023 14:48:29 16176588888

->

Fidelity Investments Page 007

Court Case Number: CV1201271

Sheriff Number: 23000764

Defendant's Name: Gregory Garmong - including but not limited to Acct's: 070443549 and/or 070443557 (vs. Wespac/Christian) Initiator: Gordon Ross Scully Mansukhani, LLP

**INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE UNDER OATH:**

>> If Employee Terminated - Date of Termination: N/A If Not Employed/No Account - Check Box: ☐ Sign Last Page

Are you in any manner indebted to the defendants, or either of them, either in property or money, and is the debt now due? If not due, when is the debt to become due? State fully all particulars.

Answer: No

Are you an employer of on or all of the defendants? If so, state the length of your pay period and the amount of disposable earnings, as defined in NRS 31.295, that each defendant presently earns a pay period. State the minimum amount of disposable earnings that is exempt from this garnishment, which is the federal minimum hourly wage prescribed by section 206 (a)(1) of the Federal Fair Labor Standards Act of 1938, 29 U.S.C. et seq., in effect at the time the earnings are payable multiplied by 50 for each week of the pay period, after deducting any amount required by law to be withheld.

Calculate the attachable amount as follows:

(Check one of the following) The employee is paid:

(A) Weekly: \_\_\_\_\_ (B) Biweekly: \_\_\_\_\_ (C) Semimonthly: \_\_\_\_\_ (D) Monthly: \_\_\_\_\_

(1) Gross Earnings \$ \_\_\_\_\_

(2) Deductions required by law (not including child support) \$ \_\_\_\_\_

(3) Disposable Earnings (Subtract line 2 from line 1) \$ \_\_\_\_\_

(4) Federal Minimum Wage \$ \_\_\_\_\_

(5) Multiply line 4 by 50 \$ \_\_\_\_\_

(6) Complete the following directions in accordance with the letter selected above:

- If (A) Weekly was selected, Multiply line 5 by 1 \$ \_\_\_\_\_
- If (B) Biweekly was selected, Multiply line 5 by 2 \$ \_\_\_\_\_
- If (C) Semimonthly was selected, Multiply line 5 by 52 then divide by 24 \$ \_\_\_\_\_
- If (D) Monthly was selected, Multiply line 5 by 52 and then divide by 12 \$ \_\_\_\_\_

(7) Subtract line 6 [A, B, C, or D] from line 3 above. \$ \_\_\_\_\_

This is the attachable earnings. This amount must not exceed 18% of the disposable earnings from line 3 if the employee's gross weekly salary or wage on the date the most recent writ of garnishment was issued was \$770 or less, 25% of the disposable earnings from line 3 if the employee's gross weekly salary or wage on the date the most recent writ of garnishment was issued exceeded \$770.

Answer:

Mar 02 2023 14:48:56 16170500000

->

Fidelity Investments Page 000

What is the gross or weekly salary or wage of the employee? The gross weekly salary or wage of an employee must be determined as follows:

1. Except as otherwise provided in numbers 2 and 3 below, by dividing the employee's gross earnings for the current calendar year as of the date of the most recent writ of garnishment was issued by the total number of weeks the employee has worked in the current calendar year.
2. If the most recent writ of garnishment was issued at the beginning of the current calendar year before the employee received any earnings in the current calendar year, but the employee received earnings in the previous calendar year, by dividing the employee's gross earnings, for the previous calendar year by the total number of weeks the employee worked in the previous calendar year.
3. If the employee has not been employed long enough to have been paid as of the date of the most recent writ of garnishment was issued, or if the provisions of number 1 or 2 above do not otherwise apply, the gross weekly salary or wage of the employee is the anticipated gross weekly earnings of the employee as determined by his or her employer.

For purposes of determining the total number of weeks the employee has worked in the current calendar year or the total number of weeks the employee worked in the previous calendar year, as applicable, if the total number of weeks is not exact, the number must be rounded down if the number of days the employee was on the payroll of his or her employer in excess of a whole week is 3 days or less, and rounded up if the number of days the employee was on the payroll of his or her employer in excess of a whole week is 4 days or more.

Answer: N/A

Did you have in your possession, in your charge, or under your control, on the date of the writ of garnishment was served upon you, any money, property, effects, goods, chattels, right, credits, or choses in action of the defendants, or either of them or in which defendant is interested? If so, state its value, and state fully all particulars.

Answer: Yes, we located Individual brokerage account number XXX-XX3557. On April 14, 2023 we disbursed \$7,610.31 via check made payable and mailed to the Carson City Sheriff's Office under separate cover.

Do you know of any debts owing to the defendant, whether due or not due, or any money, property, effects, goods, chattels, rights, credits or choses in action, belonging to defendant or in which defendant is interested, and now in the possession or under the control of others? If so, state particulars.

Answer: No

Are you a financial institution with a personal account held by one or all defendants? If so, state the account number and the amount of money in the account which is subject to garnishment. As set forth in NRS 21.105 \$2,000 or the entire amount in the account, whichever is less, is not subject to garnishment if the financial institution reasonably identifies that an electronic deposit of money has been made into the account within the immediately preceding 45 days which is exempt from execution, including without limitation, payments of money described in NRS 21.105 or, if no such deposit has been made, \$400 or the entire amount in the account, whichever is less, is not subject to garnishment, unless the garnishment is for the recovery of money owed for the support of any person. The amount which is not subject to garnishment does not apply to each account of the judgment debtor, but rather is an aggregate amount that is not subject to garnishment.

Answer: Yes, we located individual brokerage account number XXX-XX3557 with a balance in excess of the judgment.

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Fidelity Investments Page 889

State your correct name and address, or the name and address of your attorney upon whom written notice of further proceedings in the action may be served.

Answer: Daryll Baxter; Fidelity Investments, 245 Summer Street, Boston, MA 02210-1133

Daryll Baxter, Agent/Employee of Fidelity Brokerage Services, LLC

Garnishee


I, Daryll Baxter

Declare under penalty of perjury that the answers to the foregoing interrogatories by me subscribed are true and correct.

SIGNATURE OF GARNISHEE

Date Signed April 17, 2023

Gordon Rees Scully Mansukhani, LLP

The Commonwealth of Massachusetts  
On this 17 day of Apr 2023 before me the  
undersigned notary public, Daryll Baxter  
personally appeared before me, and proved to me through  
satisfactory evidence of identification, which were  
P. Daryll Baxter, to be the person whose name is  
signed on the preceding or attached document in my presence.  
 Suzanne Morse, Notary Public  
My Commission Expires November 25, 2027

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_

By \_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

PLEASE NOTE: The \$5.00 check to the employer is for notary fees. MUST be notarized.



1 **3795**  
2 **STEPHEN S. KENT, ESQ.**  
3 Nevada Bar No. 1251  
4 **THIERRY V. BARKLEY, ESQ.**  
5 Nevada Bar No. 724  
6 **GORDON REES SCULLY**  
7 **MANSUKHANI, LLP**  
8 1 East Liberty Street, Suite 424  
9 Reno, NV 89501  
10 Telephone: (775) 467-2603  
11 Facsimile: (775) 460-4901  
12 E-mail: [skent@grsm.com](mailto:skent@grsm.com)  
13 [tbarkley@grsm.com](mailto:tbarkley@grsm.com)

14 *Attorneys for Defendants Wespac and Greg Christian*

15 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

16 **IN AND FOR THE COUNTY OF WASHOE**

17 **GREGORY O. GARMONG,**

18 Plaintiff,

19 vs.

20 **WESPAC; GREG CHRISTIAN; DOES 1-**  
21 **10,inclusive,**

22 Defendants.

CASE NO. CV12-01271

Dept. No. 6

23 **REPLY IN SUPPORT OF MOTION FOR FEES AND COSTS FOR**  
24 **MOTION TO COMPEL**

25 Defendants, WESPAC and GREG CHRISTIAN, by and through their counsel of record,  
26 STEPHEN S. KENT, ESQ., of GORDON REES SCULLY MANSUKHANI, LLP, submits the  
27 following reply memorandum of points and authorities in support of their April 26, 2023 Motion  
28 for Fees and Costs Pursuant to Order Granting Motion to Compel.

**INTRODUCTION**

Again, demonstrating he is a vexatious litigant, in a lengthy brief obviously written by  
Mr. Garmong, he attempts to raise objections to the discovery he still has not answered in  
defiance of this court order. Objections to the discovery were waived when not timely made.  
Mr. Garmong also argues again that the motion to compel should not have been granted nor

1 attorney fees awarded. The court already ordered Mr. Garmong to respond to the discovery and  
2 already awarded fees and costs, only the amount of fees and costs is at issue. No motion for  
3 reconsideration has been made.

4 Mr. Garmong's argument that the discovery which consisted of 6 interrogatories and 6  
5 requests for production was unnecessary is also wrong. Mr. Garmong knowing he owes  
6 defendants money has refused to pay necessitating defendants collection efforts. At the time of  
7 the discovery, November 28, 2022, Defendants did not know if Mr. Garmong still had his  
8 Fidelity accounts or if they had sufficient monies. Defendants do not know the account balances  
9 of Mr. Garmong's accounts and suspected he moved his money to avoid execution. Defendants  
10 had been contacted by other defendants in other frivolous litigation brought by Mr. Garmong  
11 where attorneys fees awards were made in large amounts. Defendants efforts at working  
12 something out with Mr. Garmong received no response, necessitating collection efforts.  
13 Defendants written discovery was entirely reasonable under the circumstances.

14 Garmong still owes defendants money for the costs of the motion to compel and the  
15 attorney fees for the preparation of the second writ.

#### 16 **REPLY ARGUMENT**

##### 17 **I.**

#### 18 **MR. GARMONG HAS NOT DISPUTED THE TIME TAKEN OR AMOUNT** 19 **OF FEES OWED; THE BRUNZELL FACTORS HAVE BEEN MET**

20 On April 10, 2023, this Court granted Defendants' motion to compel and ordered that  
21 plaintiff pay for the costs of the motion to compel pursuant to NRCP 37(a)(5).

22 Attached to the motion as Exhibit 1, is the detailed Declaration of Defendants' counsel  
23 listing each task, the date, the time expended and dollar amount as well as all costs related to the  
24 motion to compel.

25 Defendants' counsel spent 13.9 hours at a very reasonable rate of \$350.00 per hour and  
26 incurred \$13.25 in costs for the motion to compel. Defendants therefore requested an award of  
27 these fees and costs in the total amount of \$4,878.25. This declaration also addressed counsels  
28 experience, reasonable value of the legal services based on hourly rate, the quality of the

1 services, character of the work, the specific work and tasks performed consistent with *Brunzell v.*  
2 *Golden Gate Nat. Bank*, 85 Nev.345, 455 P.2d 31 (1969).

3 In order to pursue a motion to compel, Court rules require the movant to first seek to  
4 resolve the discovery dispute, which defendants did, reaching out several times to try to obtain  
5 responses. Then defendants had to prepare and file a motion to compel, read the opposition,  
6 prepare a reply and prepare a request for submission, then read the order granting the motion and  
7 prepare a second motion for fees and costs. The time spent and rates charged for all of this was  
8 way reasonable.

9 **CONCLUSION**

10 Defendant respectfully requests that it be awarded fees and costs of \$4,878.25 for the  
11 motion to compel.

12 **AFFIRMATION**

13 The undersigned hereby declares that the within document does not contain the Social  
14 Security Number of any person.

15 DATED this 17th day of May, 2023.

16 GORDON REES SCULLY MANSUKHANI,  
17 LLP

18 By: Stephen S. Kent

19 STEPHEN S. KENT, ESQ.  
20 Nevada Bar No. 1251  
21 THIERRY V. BARKLEY, ESQ.  
22 Nevada Bar No. 724  
23 1 East Liberty Street, Suite 424  
24 Reno, NV 89501  
25 Telephone: (775) 467-2603  
26 Facsimile: (775) 460-4901  
27 skent@grsm.com  
28 tbarkley@grsm.com  
*Attorneys for Defendants Wespac and*  
*Greg Christian*

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**CERTIFICATE OF SERVICE**

Pursuant to Rule 5(b) of the Nevada Rules of Civil Procedure, I hereby certify that I am an employee of Gordon Rees Scully Mansukhani LLP and that on this date, I served a true and correct copy of the attached document(s) as follows:

By placing the document(s) in a sealed envelope with first-class U.S. postage prepaid, and depositing it for mailing with the U.S. Postal Service in Reno, Nevada addressed to the person at the address listed below.

X By electronic service. By filing the document with the court's electronic filing system which serves counsel listed below electronically.

By personally delivering the document(s) listed above, addressed to the person at the address as set forth below.

By Federal Express.

By facsimile.

Carl Hebert, Esq.  
2215 Stone View Drive  
Sparks, NV 89436

DATED this 17<sup>th</sup> day of May, 2023.

  
Sam Baker

3860  
STEPHEN S. KENT, ESQ.  
Nevada Bar No. 1251  
THIERRY V. BARKLEY, ESQ.  
Nevada Bar No. 724  
GORDON REES SCULLY  
MANSUKHANI, LLP  
1 East Liberty Street, Suite 424  
Reno, NV 89501  
Telephone: (775) 467-2609  
Facsimile: (775) 460-4901  
E-mail: [skent@grsm.com](mailto:skent@grsm.com)  
[tbarkley@grsm.com](mailto:tbarkley@grsm.com)

*Attorneys for Defendants Wespac and Greg Christian*

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

**IN AND FOR THE COUNTY OF WASHOE**

GREGORY O. GARMONG,

Plaintiff,

vs.

WESPAC; GREG CHRISTIAN; DOES 1-  
10, inclusive,

Defendants.

CASE NO. CV12-01271

Dept. No. 6

**REQUEST FOR SUBMISSION**

COMES NOW the Defendants, WESPAC and GREG CHRISTIAN [Defendants], by and  
through their counsel of record, STEPHEN S. KENT, ESQ., of GORDON REES SCULLY  
MANSUKHANI, LLP, hereby requests that the Motion for Fees and Costs Pursuant to Order  
Granting Motion to Compel filed on April 26, 2023, be submitted to the Court for decision.

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**AFFIRMATION**

The undersigned hereby declares that the within document does not contain the Social Security Number of any person.

DATED this 17th day of May, 2023.

GORDON REES  
SCULLY MANSUKHANI LLP

By:



STEPHEN S. KENT, ESQ.  
Nevada Bar No. 1251  
THIERRY V. BARKLEY, ESQ.  
Nevada Bar No. 724  
1 East Liberty Street, Suite 424  
Reno, NV 89501  
Telephone: (775) 467-2603  
Facsimile: (775) 460-4901  
[skent@grsm.com](mailto:skent@grsm.com)  
[tbarkley@grsm.com](mailto:tbarkley@grsm.com)  
*Attorneys for Defendants Wespac and  
Greg Christian*

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**CERTIFICATE OF SERVICE**

Pursuant to Rule 5(b) of the Nevada Rules of Civil Procedure, I hereby certify that I am an employee of Gordon Rees Scully Mansukhani and that on this date, I served a true and correct copy of the attached document(s) as follows:

\_\_\_\_\_ By placing the document(s) in a sealed envelope with first-class U.S. postage prepaid, and depositing it for mailing with the U.S. Postal Service in Reno, Nevada addressed to the person at the address listed below.

  X   By electronic service. By filing the document with the court's electronic filing system which serves counsel listed below electronically.

\_\_\_\_\_ By personally delivering the document(s) listed above, addressed to the person at the address as set forth below.

\_\_\_\_\_ By Federal Express.

\_\_\_\_\_ By facsimile.

Carl Hebert, Esq.  
2215 Stone View Drive  
Sparks, NV 89436

DATED this 17<sup>th</sup> day of May, 2023.

  
Sam Baker

1 CODE NO. 3025

2  
3  
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5  
6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF WASHOE

8 GREGORY O. GARMONG,

Case No. CV12-01271

9 Plaintiff,

Dept. No. 6

10 vs.

11  
12 WESPAC; GREG CHRISTIAN;  
13 DOES 1-10, inclusive,

14 Defendants.

15  
16 **ORDER GRANTING, IN PART, AND  
DENYING, IN PART, MOTION FOR FEES AND COSTS**

17 Before this Court is the *Motion for Fees and Costs Pursuant to Order Granting Motion*  
18 *to Compel* ("Motion") filed by Defendants WESPAC and GREG CHRISTIAN (collectively  
19 "Defendants" unless individually referenced), by and through their counsel of record,  
20 Stephen S. Kent, Esq. ("Mr. Kent")  
21

22 Plaintiff GREGORY O. GARMONG ("Mr. Garmong"), filed his *Opposition to*  
23 *Defendants' Motion for Attorney's Fees* ("Opposition"), by and through his counsel of record,  
24 Carl M. Hebert, Esq.  
25

26 Defendants filed their *Reply in Support of Motion for Fees and Costs For Motion to*  
27 *Compel* ("Reply") and the matter was submitted to the Court for its consideration.  
28

//



1 **I. PROCEDURAL BACKGROUND.**

2 The instant *Motion* arises from an action for breach of a financial management  
3 agreement and carries with it a robust procedural history. Mr. Garmong filed his *Complaint*  
4 on May 9, 2012, alleging the following claims for relief:  
5

- 6 1) Breach of Contract;
- 7 2) Breach of Nevada Deceptive Trade Practices Act;
- 8 3) Breach of Implied Covenant of Good Faith and Fair Dealing;
- 9 4) Unjust Enrichment;
- 10 5) Breach of Fiduciary Duty;
- 11 6) Malpractice; and
- 12 7) Negligence.

13  
14 *Complaint, generally.*

15 On September 19, 2012, Defendants filed their *Motion to Dismiss and Compel*  
16 *Arbitration*. On December 13, 2012, this Court<sup>1</sup> entered its *Order* granting Defendants'  
17 request to compel arbitration but denying the motion to dismiss. Mr. Garmong then filed his  
18 *Combined Motions for Leave to Rehear and for Rehearing of the Order of December 13,*  
19 *2012 Compelling Arbitration ("Reconsider Motion")*. The *Reconsider Motion* was opposed  
20 by Defendants. Mr. Garmong did not file a reply and this case was stagnant for nearly a  
21 year until January 13, 2014, when the Court entered its *Order to Proceed*. Mr. Garmong  
22 filed his reply on February 3, 2014. The *Reconsider Motion* was denied on April 2, 2014.

23  
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27  
28 <sup>1</sup> Judge Brent T. Adams originally presided over this proceeding in Department 6 before his retirement. Judge Lynne K. Simons was sworn in on January 5, 2015, and presides in Department 6.

1 Mr. Garmong then sought writ relief from the Nevada Supreme Court. On December  
2 18, 2014, the Nevada Supreme Court entered its *Order Denying Petition for Writ of*  
3 *Mandamus or Prohibition*, entered its *Order Denying Rehearing* on March 18, 2015, and,  
4 subsequently, entered its *Order Denying En Banc Reconsideration* on May 1, 2015.  
5

6 After the Nevada Supreme Court's orders were entered, this Court again entered its  
7 *Order for Response* on November 17, 2015, instructing the parties to proceed with this  
8 case. In response, the parties indicated they had initiated an arbitration proceeding with  
9 JAMS in Las Vegas. *Notice of Status Report*, December 1, 2015.  
10

11 On June 8, 2016, Mr. Garmong filed his *Motion for a Court-Appointed Arbitrator*  
12 arguing the JAMS arbitrators were prejudiced against him. This matter was fully briefed;  
13 and, on July 12, 2016, this Court entered its *Order re: Arbitration* requiring each party to  
14 submit the names of three arbitrators to the Court. The parties then stipulated to select one  
15 arbitrator, to reduce costs. *Stipulation to Select One Arbitrator*, October 17, 2016.  
16 Thereafter, this Court entered its *Order Appointing Arbitrator* on October 31, 2016,  
17 appointing Michael G. Ornstil, Esq., as arbitrator. After it was determined Mr. Ornstil was  
18 unavailable, Mr. Garmong stipulated to the appointment of either retired Judge Phillip M. Pro  
19 ("Judge Pro"),<sup>2</sup> or Lawrence R. Mills. Esq.  
20  
21

22 On November 13, 2017, this Court entered its *Order Granting Motion to Strike* which  
23 stayed the proceeding pending the outcome of the arbitration, and directed the parties to file  
24 an amended complaint and other responsive papers at the direction of Judge Pro. *Order*  
25 *Granting Motion to Strike*, p. 2. On February 21, 2017, this Court entered its *Order*  
26 *Appointing Arbitrator*, appointing Judge Pro.  
27

28 <sup>2</sup> Mr. Garmong stipulated to Judge Pro despite previously moving to preclude a judge from serving  
as an arbitrator.

1 On March 27, 2017, Mr. Garmong filed *Plaintiff's Objection Pursuant to NRS*  
2 *38.231(3) and 38.241(e) That There is No Agreement to Arbitrate; Notification of Objection*  
3 *to the Court*. Despite prior determinative orders from this Court, Mr. Garmong again  
4 objected to arbitration on the basis there was no agreement to arbitrate.  
5

6 On May 23, 2017, this Court entered its *Order to Show Cause Why Action Should not*  
7 *be Dismissed for Want of Prosecution Pursuant to NRCP 41(E)* ("OSC Order"), finding "Mr.  
8 Garmong and Defendants have been ordered numerous times to participate in arbitration as  
9 early as December 13, 2012." The Court found the file did not contain any evidence the  
10 parties had proceeded to arbitration as ordered. OSC Order, p. 4. Accordingly, the Court  
11 ordered the parties to show cause why the action should not be dismissed for want of  
12 prosecution and required each party to file one responsive brief. OSC Order, p. 4.  
13

14 In the responsive briefs, the parties state they attended their first arbitration  
15 conference in April 2017. The Court acknowledged sufficient cause was shown in the Order  
16 entered June 30, 2017.  
17

18 On July 22, 2018, without asking for leave of Court to lift the stay, Mr. Garmong filed  
19 *Plaintiff's Motion to Disqualify Arbitrator Pro, Vacate Order Denying Motion for Summary*  
20 *Judgment and Appoint New Arbitrator*. The Court thereafter entered its *Order Denying*  
21 *Plaintiff's Motion to Disqualify Arbitrator Pro; Order Denying Motion to Vacate Order*  
22 *Denying Motion for Summary Judgment; Order Denying Motion to Appoint New Arbitrator*  
23 *("Arbitrator Order")* on November 29, 2018.  
24

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1 Defendants thereafter filed their *Motion for Limited Relief From Stay to File Motion*  
2 *for Attorney's Fees and Sanctions* ("Motion for Sanctions") requesting limited relief from this  
3 Court's order staying the proceeding pending the outcome of arbitration. While the *Motion*  
4 *for Sanctions* was under consideration, Defendants filed their *Notice of Completion of*  
5 *Arbitration Hearing* on October 22, 2018. The Court found, with completion of the  
6 arbitration, Defendants' *Motion for Sanctions* was moot. Additionally, the Court took notice  
7 of Defendants' *Notice of Completion of Arbitration* and determined there were additional  
8 decisions to be rendered regarding the *Notice of Completion of Arbitration*.  
9

10  
11 Judge Pro found Mr. Garmong's claims for: (1) Breach of Contract; (2) Breach of  
12 Implied Warranty; (3) Breach of the Implied Covenant of Good Faith and Fair Dealing; (4)  
13 Nevada's Deceptive Trade Practices Act; (5) Breach of Fiduciary Duty of Full Disclosure; (6)  
14 Intentional Infliction of Emotional Distress; and (7) Unjust Enrichment all failed as a matter of  
15 law because Mr. Garmong did not establish his claims by a preponderance of the evidence.  
16  
17 See Final Award, p. 8-9. Furthermore, after weighing the necessary factors required by  
18 Brunzell v. Golden Gate National Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969), Judge  
19 Pro found Defendants were entitled to an award of reasonable attorneys' fees in the amount  
20 of \$111,649.96. *Final Award*, p. 11.  
21

22 After the *Final Award*, the litigation continued with several filings. On August 8, 2019,  
23 this Court entered its *Order re Motions* ("ORM"): (1) granting *Defendants' Petition for an*  
24 *Order Confirming Arbitrator's Final Award and Reducing Award to Judgment, Including,*  
25 *Attorneys' Fees and Costs*; (2) denying *Plaintiff's Motion to Vacate Arbitrator's Final Award*;  
26 (3) denying *Plaintiff's Motion to Vacate Arbitrator's Award of Attorneys' Fees*;  
27

28 //

1 (4) denying *Plaintiff's Motions to Vacate Arbitrator's Award of Denial of Plaintiff's Motion for*  
2 *Partial Summary Judgment and for the Court to Decide and Grant Plaintiff's Motion for*  
3 *Partial*  
4 *Summary Judgment*; and (5) granting *Defendants' Motion for an Order to File Exhibit as*  
5 *Confidential*. ORM, p. 15-16.

7 On August 27, 2019, this Court entered its *Order*. (1) directing WESPAC to file an  
8 *Amended Motion for the Award of Attorneys' Fees*; (2) allowing Mr. Garmong the standard  
9 response time to file and serve his opposition to *Defendants' Amended Motion for the*  
10 *Award of Attorneys' Fees*; and (3) directing WESPAC would not be required to file its  
11 proposed final judgment until ten (10) days following this Court's ruling on WESPAC's  
12 *Amended Motion for the Award of Attorneys' Fees*. *Order*, p. 1.

14 On December 6, 2019, this Court entered its *Order Denying Motion to Alter or Amend*  
15 *Judgment ("AA Order")* maintaining its prior rulings within the ORM. On January 7, 2020,  
16 Mr. Garmong filed his *Notice of Appeal* to the Nevada Supreme Court regarding this Court's  
17 *Arbitrator Order, ORM, and AA Order*. On December 9, 2019, *Defendants' Amended*  
18 *Motion for Attorney's Fees* was filed. Due to Mr. Garmong's pending appeal, this Court  
19 entered its *Order Holding Issuance of Order on Defendants' Amended Motion for Attorney's*  
20 *Fees in Abeyance*. On December 1, 2020, the Nevada Court of Appeals issued its *Order of*  
21 *Affirmance* upholding this Court's judgment in its entirety and noting Defendants may seek  
22 amended fees pursuant to the fee shifting provision in NRCP 68 which extends to fees  
23 incurred on and after appeal.

26 //

28 //

1 On February 18, 2021, Defendants filed *Defendants' Second Amended Motion for*  
2 *Attorney's Fees*. On February 22, 2021, the Nevada Court of Appeals entered its *Order*  
3 *Denying Rehearing* pursuant to NRAP 40(c). Next, the parties entered into a stipulation to  
4 extend the time for Mr. Garmong to file an opposition to *Defendants' Second Amended*  
5 *Motion for Attorney's Fees*. The stipulation was granted on March 1, 2021, by this Court's  
6 *Order Extending Time for Plaintiff to File Points and Authorities in Opposition to the*  
7 *Defendants' Second Amended Motion for Fees*. On April 6, 2021, the Nevada Supreme  
8 Court entered its *Order Denying Petition for Review*. On July 16, 2021, this Court entered  
9 its *Order Granting Defendants' Second Amended Motion for Attorney's Fees; Order*  
10 *Confirming Arbitrator's Final Award ("July 16, 2021, Order")*, which confirmed Judge Pro's  
11 arbitration award of \$111,649.96, and awarded Defendants attorneys' fees in the amount of  
12 \$45,084.50. On August 10, 2021, Mr. Garmong filed his *Notice of Appeal*, appealing the  
13 *July 16, 2021, Order* to the Nevada Supreme Court.

14  
15  
16  
17 On November 3, 2021, Defendants filed a *Substitution of Attorney* replacing Thomas  
18 C. Bradley, Esq. with Stephen S. Kent, Esq. as their counsel of record. On April 4, 2022,  
19 Defendants filed their *Affidavit of Judgment* and *Judgment Lien Abstract of Judgment and*  
20 *Affidavit of Judgment* both naming Mr. Garmong as the judgment debtor. On May 10, 2022,  
21 Defendants filed a *Declaration of Service* of the writ of execution and attachment on Fidelity  
22 Investments/Fidelity Brokerage Services, LLC on May 3, 2022, by the Washoe County  
23 Sheriff's Office.

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1 On July 25, 2022, the Nevada Court of Appeals entered its *Order of Affirmance*  
2 affirming the *July 16, 2021, Order* in its entirety. On October 24, 2022, the Nevada  
3 Supreme Court entered its *Order Denying Rehearing* pursuant to NRAP 40(c). On January  
4 17, 2023, the Nevada Supreme Court issued its *Remittitur*.

5  
6 On January 24, 2023, Defendants filed their *Motion to Compel and Request for*  
7 *Expenses of Motion ("Motion to Compel")*, and on April 10, 2023, the Court entered its *Order*  
8 *Granting Motion to Compel and Request for Expenses of Motion ("Order Granting")*.

9  
10 **A. MOTION FOR FEES AND COSTS.**

11 Defendants assert, pursuant to the Court's *Order Granting*, they are entitled to an  
12 award of fees and costs in the total amount of Four Thousand Eight Hundred Seventy-Eight  
13 Dollars and 25/100 (\$4,878.25). *Motion*, pp. 1-2. Defendants maintain their counsel of  
14 records spent 13.9 hours at a rate of Three Hundred Fifty Dollars (\$350) per hour on the  
15 *Motion to Compel* and incurred Thirteen Dollars and 25/100 (\$13.25) in costs. *Motion*, p. 1.

16  
17 **B. OPPOSITION TO MOTION.**

18 Mr. Garmong argues the discovery was completely unnecessary and unreasonable.  
19 He states Defendants had sufficient information in hand to fully execute on the judgment  
20 before serving the discovery and, in fact, did fully execute on two separate writs of  
21 execution. *Opposition*, p. 3. Mr. Garmong also argues defense counsel failed to analyze  
22 the factors in Brunzell v. Golden Gate Nat. Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).  
23 Mr. Garmong contends for this reason alone the Court should decline to award fees.  
24 *Opposition*, p. 4. Further, even if the Brunzell factors were addressed, Defendants derived  
25 no benefit from their counsel's services. Id.

26  
27  
28 //

1           **C.     REPLY IN SUPPORT OF MOTION.**

2           The *Reply* contends Mr. Garmong's objections to the discovery were waived when  
3 not timely made. *Reply*, p. 1. The *Reply* argues the Court already ordered Mr. Garmong to  
4 respond to the discovery and already awarded fees and costs, and only the amount of fees  
5 and costs is at issue. *Reply*, p. 2. The *Reply* avers Mr. Garmong's refusal to pay what he  
6 owes has necessitated Defendants' collection efforts. At the time of the discovery,  
7 Defendants did not know if Mr. Garmong still had his Fidelity accounts or if they had  
8 sufficient monies. *Id.* Finally, the *Reply* asserts the *Declaration of Stephen S. Kent*  
9 attached to the *Motion* as Ex. 1 ("*Declaration*") is consistent with *Brunzell*. *Id.*

10  
11  
12       **II.     APPLICABLE LAW AND ANALYSIS.**

13           **A.     Rule 37 of the Nevada Rules of Civil Procedure ("NRCP").**

14           NRCP 37 provides, in relevant part:

15           (a) (1) On notice to other parties and all affected persons, a party may move for an  
16 order compelling disclosure or discovery. The motion must include a certification that  
17 the movant has in good faith conferred or attempted to confer with the person or  
18 party failing to make disclosure or discovery in an effort to obtain it without court  
19 action.

20           ...

21           (5) *Payment of Expenses.*

22           (A) If the motion is granted--or if the disclosure or requested discovery is  
23 provided after the motion was filed--the court must, after giving an opportunity  
24 to be heard, require the party or deponent whose conduct necessitated the  
25 motion, the party or attorney advising that conduct, or both to pay the movant's  
26 reasonable expenses incurred in making the motion, including attorney fees.

27           But the court must not order this payment if:

28           (i) the movant filed the motion before attempting in good faith to obtain the  
disclosure or discovery without court action;

(ii) the opposing party's nondisclosure, response, or objection was  
substantially justified; or

(iii) other circumstances make an award of expenses unjust.

NRCP 37.

//



1 In its *Order Granting*, the Court granted Defendants' *Motion to Compel*. The Court  
2 finds and determines Defendants made a good faith attempt to obtain the disclosure without  
3 Court action prior to filing their *Motion to Compel*. Mr. Garmong was provided an  
4 opportunity to be heard. Mr. Garmong's nondisclosure and objection are not substantially  
5 justified, and there are no other circumstances making an award of expenses unjustified.  
6

7 **B. AN AWARD OF ATTORNEY FEES IS SUPPORTED BY SUBSTANTIAL**  
8 **EVIDENCE.**

9 The Nevada Supreme Court reviews an award of attorney fees for an abuse of  
10 discretion and will affirm an award which is supported by substantial evidence. Logan v.  
11 Abe, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015). Affidavits or other evidence meeting  
12 the factors in *Brunzell* constitute substantial evidence to support a request of attorneys'  
13 fees. Miller v. Wilfong, 121 Nev. 619, 623–24, 119 P.3d 727, 730 (2005). It has been held  
14 counsel's testimony regarding the nature and extent of the services performed constituted  
15 substantial evidence. Brunzell v. Golden Gate Nat'l. Bank, 85 Nev. 345, 349, 455 P.2d 31,  
16 33 (1969).  
17

18  
19 In Nevada, "the method upon which a reasonable fee is determined is subject to the  
20 discretion of the court." Shuette v. Beazer Homes Holdings Corp., 121 Nev. 837, 864, 124  
21 P.3d 530, 548 (2005). A court is not limited to one specific approach; rather, a court may  
22 analyze a request for fees pursuant to "any method rationally designed to calculate a  
23 reasonable amount, including those based on a 'lodestar' amount or a contingency fee." Id.  
24 "The lodestar approach involves multiplying 'the number of hours reasonably spent on a  
25 case by a reasonable hourly rate.'" Id.  
26

27 //

28 //

1        “[W]hichever method is chosen...the court must continue its analysis by considering  
2 the requested amount in light of the factors enumerated by this court in *Brunzell v. Golden*  
3 *Gate National Bank*.” Shuette, 121 Nev. at 865. Express findings on each factor are not  
4 necessary. Instead, the district court need only demonstrate it considered the required  
5 factors, and the award is supported by substantial evidence. Logan, 131 Nev. at 266.

7        The factors set forth in Brunzell, are as follows:

8        (1) *the qualities of the advocate*: his ability, his training, education, experience,  
9 professional standing and skill; (2) *the character of the work to be done*: its  
10 difficulty, its intricacy, its importance, time and skill required, the responsibility  
11 imposed and the prominence and character of the parties where they affect  
12 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.

13 Brunzell, 85 Nev. at 349.

14        A reviewing court will not substitute its judgment for a trial court in the absence of an  
15 abuse of discretion because “[t]he value to be placed on the services rendered by counsel  
16 lies in the exercise of sound discretion by the trier of facts.” Id. at 350. However, a trial  
17 court’s failure to analyze the Brunzell factors is an abuse of discretion. Gunderson v. D.R.  
18 Horton, Inc., 130 Nev. 67, 319 P.3d 606 (2014).

20                    1.        **The qualities of the advocate.**

21        Mr. Kent is an attorney licensed to practice law in the State of Nevada. Mr. Kent has  
22 been practicing law for Forty-Two (42) years. *Declaration*, p. 1.

24                    2.        **The character of the work to be done.**

25        From January 12, 2023, through April 10, 2023, Mr. Kent spent 8.1 hours preparing  
26 the *Motion to Compel*. *Declaration*, p. 2. Between April 24 and April 26, 2023, Mr. Kent  
27 spent 5.8 hours preparing the instant *Motion*. Id.

1                   **3.     The work actually performed by the attorney.**

2           Mr. Kent spent the majority of the 13.9 hours preparing and revising the *Motion to*  
3 *Compel*, the declaration in support, and the *Reply in Support of the Motion to Compel*.  
4  
5 However, Mr. Kent also includes time spent preparing the instant *Motion and Declaration*.

6           Pursuant to NRCP 37(a)(5)(A), "If the motion is granted...the court must...require the  
7 party...whose conduct necessitated the motion...to pay the movant's reasonable **expenses**  
8 **incurred in making the motion**, including attorney fees." (Emphasis added.) The motion  
9 described in NRCP 37(a)(5)(A) is properly identified in NRCP 37(a)(1), which states:

10  
11           A party may move for an order compelling disclosure or discovery. The motion  
12 must include a certification that the movant has in good faith conferred or  
13 attempted to confer with the person or party failing to make disclosure or  
14 discovery in an effort to obtain it without court action.

14 NRCP 37.

15           Pursuant to NRCP 37, Defendants' *Motion to Compel* is the only motion for which  
16 attorneys' fees may be recovered. The instant *Motion* to recover fees is not the motion  
17 granted by the Court's *Order Granting*. Thus, any costs and fees incurred in making the  
18 instant *Motion* are not recoverable at this juncture.

19  
20                   **4.     The result.**

21           Mr. Kent's *Motion to Compel* successfully persuaded the Court to grant the *Motion to*  
22 *Compel* and award him attorneys' fees and costs.

23           The Court finds the attorneys' fees incurred between January 12, 2023, and April 10,  
24 2023, to be reasonable and actually incurred. However, Defendants are precluded from  
25 recovering their requested costs and fees incurred after April 10, 2023, at this juncture. The  
26 Court determines an award for attorneys' fees in the amount of Two Thousand Eight  
27 Hundred Thirty-Five Dollars and 00/100 (\$2,835.00) is appropriate in this matter.  
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STEPHEN KENT, ESQ.  
CARL HEBERT, ESQ.

Haley W. Krue

1 2540  
STEPHEN S. KENT, ESQ.  
2 Nevada Bar No. 1251  
GORDON REES SCULLY  
3 MANSUKHANI, LLP  
1 East Liberty Street, Suite 424  
4 Reno, NV 89501  
Telephone: (775) 467-2609  
5 Facsimile: (775) 460-4901  
E-mail: [skent@grsm.com](mailto:skent@grsm.com)  
6

7 *Attorneys for Defendants Wespac and Greg Christian*

8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
9 **IN AND FOR THE COUNTY OF WASHOE**

10  
11 GREGORY O. GARMONG,

12 Plaintiff,

13 vs.

14 WESPAC; GREG CHRISTIAN; DOES 1-  
10, inclusive,

15 Defendants.  
16

CASE NO. CV12-01271

Dept. No. 6

17 **NOTICE OF ENTRY OF ORDER**

18 Please take notice that an Order Granting, In part, and Denying In Part, Motion for Fees  
19 and Costs was entered in the above-referenced case on August 10, 2023, a copy of which is  
20 attached as Exhibit 1.  
21

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**AFFIRMATION**

The undersigned hereby declares that the within document does not contain the Social Security Number of any person.

DATED this 14<sup>th</sup> day of September, 2023.

GORDON REES  
SCULLY MANSUKHANI LLP

By: /s/ Stephen S. Kent  
STEPHEN S. KENT, ESQ.  
Nevada Bar No. 1251  
1 East Liberty Street, Suite 424  
Reno, NV 89501  
Telephone: (775) 467-2603  
Facsimile: (775) 460-4901  
skent@grsm.com  
*Attorneys for Defendants Wespac and  
Greg Christian*

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**CERTIFICATE OF SERVICE**

Pursuant to Rule 5(b) of the Nevada Rules of Civil Procedure, I hereby certify that I am an employee of Gordon Rees Scully Mansukhani and that on this date, I served a true and correct copy of the attached document(s) as follows:

- ☐ By placing the document(s) in a sealed envelope with first-class U.S. postage prepaid, and depositing it for mailing with the U.S. Postal Service in Reno, Nevada addressed to the person at the address listed below.
- ☒ By electronic service. By filing the document with the court's electronic filing system which serves counsel listed below electronically.
- ☐ By personally delivering the document(s) listed above, addressed to the person at the address as set forth below.
- ☐ By Federal Express.
- ☐ By facsimile.

Carl Hebert, Esq.  
2215 Stone View Drive  
Sparks, NV 89436

DATED this 14<sup>th</sup> day of September, 2023.

/s/ Sam Baker  
Sam Baker



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**INDEX OF EXHIBITS**

<b><u>NO.</u></b>	<b><u>DESCRIPTION</u></b>
1.	Order Granting in part and denying in part, motion for fees and costs

FILED  
Electronically  
CV12-01271  
2023-09-14 09:10:46 AM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 9885705

# Exhibit 1

# Exhibit 1

1 CODE NO. 3025

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6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF WASHOE

8 GREGORY O. GARMONG,

Case No. CV12-01271

9 Plaintiff,

Dept. No. 6

10 vs.

11  
12 WESPAC; GREG CHRISTIAN;  
13 DOES 1-10, inclusive,

14 Defendants.

15  
16 **ORDER GRANTING, IN PART, AND  
DENYING, IN PART, MOTION FOR FEES AND COSTS**

17 Before this Court is the *Motion for Fees and Costs Pursuant to Order Granting Motion*  
18 *to Compel ("Motion")* filed by Defendants WESPAC and GREG CHRISTIAN (collectively  
19 "Defendants" unless individually referenced), by and through their counsel of record,  
20 Stephen S. Kent, Esq. ("Mr. Kent")

21 Plaintiff GREGORY O. GARMONG ("Mr. Garmong"), filed his *Opposition to*  
22 *Defendants' Motion for Attorney's Fees ("Opposition")*, by and through his counsel of record,  
23 Carl M. Hebert, Esq.

24 Defendants filed their *Reply in Support of Motion for Fees and Costs For Motion to*  
25 *Compel ("Reply")* and the matter was submitted to the Court for its consideration.

26  
27  
28 //

1    **I.    PROCEDURAL BACKGROUND.**

2           The instant *Motion* arises from an action for breach of a financial management  
3 agreement and carries with it a robust procedural history. Mr. Garmong filed his *Complaint*  
4 on May 9, 2012, alleging the following claims for relief:  
5

- 6           1) Breach of Contract;  
7           2) Breach of Nevada Deceptive Trade Practices Act;  
8           3) Breach of Implied Covenant of Good Faith and Fair Dealing;  
9           4) Unjust Enrichment;  
10          5) Breach of Fiduciary Duty;  
11          6) Malpractice; and  
12          7) Negligence.  
13

14   *Complaint, generally.*  
15

16           On September 19, 2012, Defendants filed their *Motion to Dismiss and Compel*  
17 *Arbitration*. On December 13, 2012, this Court<sup>1</sup> entered its *Order* granting Defendants'  
18 request to compel arbitration but denying the motion to dismiss. Mr. Garmong then filed his  
19 *Combined Motions for Leave to Rehear and for Rehearing of the Order of December 13,*  
20 *2012 Compelling Arbitration ("Reconsider Motion")*. The *Reconsider Motion* was opposed  
21 by Defendants. Mr. Garmong did not file a reply and this case was stagnant for nearly a  
22 year until January 13, 2014, when the Court entered its *Order to Proceed*. Mr. Garmong  
23 filed his reply on February 3, 2014. The *Reconsider Motion* was denied on April 2, 2014.  
24

25    //  
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28           <sup>1</sup> Judge Brent T. Adams originally presided over this proceeding in Department 6 before his  
retirement. Judge Lynne K. Simons was sworn in on January 5, 2015, and presides in Department  
6.

1 Mr. Garmong then sought writ relief from the Nevada Supreme Court. On December  
2 18, 2014, the Nevada Supreme Court entered its *Order Denying Petition for Writ of*  
3 *Mandamus or Prohibition*, entered its *Order Denying Rehearing* on March 18, 2015, and,  
4 subsequently, entered its *Order Denying En Banc Reconsideration* on May 1, 2015.  
5

6 After the Nevada Supreme Court's orders were entered, this Court again entered its  
7 *Order for Response* on November 17, 2015, instructing the parties to proceed with this  
8 case. In response, the parties indicated they had initiated an arbitration proceeding with  
9 JAMS in Las Vegas. *Notice of Status Report*, December 1, 2015.  
10

11 On June 8, 2016, Mr. Garmong filed his *Motion for a Court-Appointed Arbitrator*  
12 arguing the JAMS arbitrators were prejudiced against him. This matter was fully briefed;  
13 and, on July 12, 2016, this Court entered its *Order re: Arbitration* requiring each party to  
14 submit the names of three arbitrators to the Court. The parties then stipulated to select one  
15 arbitrator, to reduce costs. *Stipulation to Select One Arbitrator*, October 17, 2016.  
16 Thereafter, this Court entered its *Order Appointing Arbitrator* on October 31, 2016,  
17 appointing Michael G. Ornstil, Esq., as arbitrator. After it was determined Mr. Ornstil was  
18 unavailable, Mr. Garmong stipulated to the appointment of either retired Judge Phillip M. Pro  
19 ("Judge Pro"),<sup>2</sup> or Lawrence R. Mills. Esq.  
20

21  
22 On November 13, 2017, this Court entered its *Order Granting Motion to Strike* which  
23 stayed the proceeding pending the outcome of the arbitration, and directed the parties to file  
24 an amended complaint and other responsive papers at the direction of Judge Pro. *Order*  
25 *Granting Motion to Strike*, p. 2. On February 21, 2017, this Court entered its *Order*  
26 *Appointing Arbitrator*, appointing Judge Pro.  
27

28 <sup>2</sup> Mr. Garmong stipulated to Judge Pro despite previously moving to preclude a judge from serving  
as an arbitrator.

1 On March 27, 2017, Mr. Garmong filed *Plaintiff's Objection Pursuant to NRS*  
2 *38.231(3) and 38.241(e) That There is No Agreement to Arbitrate; Notification of Objection*  
3 *to the Court*. Despite prior determinative orders from this Court, Mr. Garmong again  
4 objected to arbitration on the basis there was no agreement to arbitrate.  
5

6 On May 23, 2017, this Court entered its *Order to Show Cause Why Action Should not*  
7 *be Dismissed for Want of Prosecution Pursuant to NRCP 41(E)* ("OSC Order"), finding "Mr.  
8 Garmong and Defendants have been ordered numerous times to participate in arbitration as  
9 early as December 13, 2012." The Court found the file did not contain any evidence the  
10 parties had proceeded to arbitration as ordered. OSC Order, p. 4. Accordingly, the Court  
11 ordered the parties to show cause why the action should not be dismissed for want of  
12 prosecution and required each party to file one responsive brief. OSC Order, p. 4.  
13

14 In the responsive briefs, the parties state they attended their first arbitration  
15 conference in April 2017. The Court acknowledged sufficient cause was shown in the Order  
16 entered June 30, 2017.  
17

18 On July 22, 2018, without asking for leave of Court to lift the stay, Mr. Garmong filed  
19 *Plaintiff's Motion to Disqualify Arbitrator Pro, Vacate Order Denying Motion for Summary*  
20 *Judgment and Appoint New Arbitrator*. The Court thereafter entered its *Order Denying*  
21 *Plaintiff's Motion to Disqualify Arbitrator Pro; Order Denying Motion to Vacate Order*  
22 *Denying Motion for Summary Judgment; Order Denying Motion to Appoint New Arbitrator*  
23 *("Arbitrator Order")* on November 29, 2018.  
24

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1 Defendants thereafter filed their *Motion for Limited Relief From Stay to File Motion*  
2 *for Attorney's Fees and Sanctions* ("Motion for Sanctions") requesting limited relief from this  
3 Court's order staying the proceeding pending the outcome of arbitration. While the *Motion*  
4 *for Sanctions* was under consideration, Defendants filed their *Notice of Completion of*  
5 *Arbitration Hearing* on October 22, 2018. The Court found, with completion of the  
6 arbitration, Defendants' *Motion for Sanctions* was moot. Additionally, the Court took notice  
7 of Defendants' *Notice of Completion of Arbitration* and determined there were additional  
8 decisions to be rendered regarding the *Notice of Completion of Arbitration*.  
9

10 Judge Pro found Mr. Garmong's claims for: (1) Breach of Contract; (2) Breach of  
11 Implied Warranty; (3) Breach of the Implied Covenant of Good Faith and Fair Dealing; (4)  
12 Nevada's Deceptive Trade Practices Act; (5) Breach of Fiduciary Duty of Full Disclosure; (6)  
13 Intentional Infliction of Emotional Distress; and (7) Unjust Enrichment all failed as a matter of  
14 law because Mr. Garmong did not establish his claims by a preponderance of the evidence.  
15  
16 See Final Award, p. 8-9. Furthermore, after weighing the necessary factors required by  
17 Brunzell v. Golden Gate National Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969), Judge  
18 Pro found Defendants were entitled to an award of reasonable attorneys' fees in the amount  
19 of \$111,649.96. *Final Award*, p. 11.  
20

21 After the *Final Award*, the litigation continued with several filings. On August 8, 2019,  
22 this Court entered its *Order re Motions* ("ORM"): (1) granting *Defendants' Petition for an*  
23 *Order Confirming Arbitrator's Final Award and Reducing Award to Judgment, Including,*  
24 *Attorneys' Fees and Costs*; (2) denying *Plaintiff's Motion to Vacate Arbitrator's Final Award*;  
25 (3) denying *Plaintiff's Motion to Vacate Arbitrator's Award of Attorneys' Fees*;  
26  
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28 //

1 (4) denying *Plaintiff's Motions to Vacate Arbitrator's Award of Denial of Plaintiff's Motion for*  
2 *Partial Summary Judgment and for the Court to Decide and Grant Plaintiff's Motion for*  
3 *Partial*  
4 *Summary Judgment*; and (5) granting *Defendants' Motion for an Order to File Exhibit as*  
5 *Confidential*. ORM, p. 15-16.

7 On August 27, 2019, this Court entered its *Order*: (1) directing WESPAC to file an  
8 *Amended Motion for the Award of Attorneys' Fees*; (2) allowing Mr. Garmong the standard  
9 response time to file and serve his opposition to *Defendants' Amended Motion for the*  
10 *Award of Attorneys' Fees*; and (3) directing WESPAC would not be required to file its  
11 proposed final judgment until ten (10) days following this Court's ruling on WESPAC's  
12 *Amended Motion for the Award of Attorneys' Fees*. *Order*, p. 1.

14 On December 6, 2019, this Court entered its *Order Denying Motion to Alter or Amend*  
15 *Judgment ("AA Order")* maintaining its prior rulings within the ORM. On January 7, 2020,  
16 Mr. Garmong filed his *Notice of Appeal* to the Nevada Supreme Court regarding this Court's  
17 *Arbitrator Order*, ORM, and AA Order. On December 9, 2019, *Defendants' Amended*  
18 *Motion for Attorney's Fees* was filed. Due to Mr. Garmong's pending appeal, this Court  
19 entered its *Order Holding Issuance of Order on Defendants' Amended Motion for Attorney's*  
20 *Fees in Abeyance*. On December 1, 2020, the Nevada Court of Appeals issued its *Order of*  
21 *Affirmance* upholding this Court's judgment in its entirety and noting Defendants may seek  
22 amended fees pursuant to the fee shifting provision in NRCP 68 which extends to fees  
23 incurred on and after appeal.

26 //

28 //



1 On February 18, 2021, Defendants filed *Defendants' Second Amended Motion for*  
2 *Attorney's Fees*. On February 22, 2021, the Nevada Court of Appeals entered its *Order*  
3 *Denying Rehearing* pursuant to NRAP 40(c). Next, the parties entered into a stipulation to  
4 extend the time for Mr. Garmong to file an opposition to *Defendants' Second Amended*  
5 *Motion for Attorney's Fees*. The stipulation was granted on March 1, 2021, by this Court's  
6 *Order Extending Time for Plaintiff to File Points and Authorities in Opposition to the*  
7 *Defendants' Second Amended Motion for Fees*. On April 6, 2021, the Nevada Supreme  
8 Court entered its *Order Denying Petition for Review*. On July 16, 2021, this Court entered  
9 its *Order Granting Defendants' Second Amended Motion for Attorney's Fees; Order*  
10 *Confirming Arbitrator's Final Award ("July 16, 2021, Order")*, which confirmed Judge Pro's  
11 arbitration award of \$111,649.96, and awarded Defendants attorneys' fees in the amount of  
12 \$45,084.50. On August 10, 2021, Mr. Garmong filed his *Notice of Appeal*, appealing the  
13 *July 16, 2021, Order* to the Nevada Supreme Court.

14  
15  
16  
17 On November 3, 2021, Defendants filed a *Substitution of Attorney* replacing Thomas  
18 C. Bradley, Esq. with Stephen S. Kent, Esq. as their counsel of record. On April 4, 2022,  
19 Defendants filed their *Affidavit of Judgment* and *Judgment Lien Abstract of Judgment and*  
20 *Affidavit of Judgment* both naming Mr. Garmong as the judgment debtor. On May 10, 2022,  
21 Defendants filed a *Declaration of Service* of the writ of execution and attachment on Fidelity  
22 Investments/Fidelity Brokerage Services, LLC on May 3, 2022, by the Washoe County  
23 Sheriff's Office.

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1 On July 25, 2022, the Nevada Court of Appeals entered its *Order of Affirmance*  
2 affirming the *July 16, 2021, Order* in its entirety. On October 24, 2022, the Nevada  
3 Supreme Court entered its *Order Denying Rehearing* pursuant to NRAP 40(c). On January  
4 17, 2023, the Nevada Supreme Court issued its *Remittitur*.

5  
6 On January 24, 2023, Defendants filed their *Motion to Compel and Request for*  
7 *Expenses of Motion ("Motion to Compel")*, and on April 10, 2023, the Court entered its *Order*  
8 *Granting Motion to Compel and Request for Expenses of Motion ("Order Granting")*.

9  
10 **A. MOTION FOR FEES AND COSTS.**

11 Defendants assert, pursuant to the Court's *Order Granting*, they are entitled to an  
12 award of fees and costs in the total amount of Four Thousand Eight Hundred Seventy-Eight  
13 Dollars and 25/100 (\$4,878.25). *Motion*, pp. 1-2. Defendants maintain their counsel of  
14 records spent 13.9 hours at a rate of Three Hundred Fifty Dollars (\$350) per hour on the  
15 *Motion to Compel* and incurred Thirteen Dollars and 25/100 (\$13.25) in costs. *Motion*, p. 1.

16  
17 **B. OPPOSITION TO MOTION.**

18 Mr. Garmong argues the discovery was completely unnecessary and unreasonable.  
19 He states Defendants had sufficient information in hand to fully execute on the judgment  
20 before serving the discovery and, in fact, did fully execute on two separate writs of  
21 execution. *Opposition*, p. 3. Mr. Garmong also argues defense counsel failed to analyze  
22 the factors in Brunzell v. Golden Gate Nat. Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).  
23 Mr. Garmong contends for this reason alone the Court should decline to award fees.  
24 *Opposition*, p. 4. Further, even if the Brunzell factors were addressed, Defendants derived  
25 no benefit from their counsel's services. *Id.*

26  
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28

1           **C.     REPLY IN SUPPORT OF MOTION.**

2           The *Reply* contends Mr. Garmong's objections to the discovery were waived when  
3 not timely made. *Reply*, p. 1. The *Reply* argues the Court already ordered Mr. Garmong to  
4 respond to the discovery and already awarded fees and costs, and only the amount of fees  
5 and costs is at issue. *Reply*, p. 2. The *Reply* avers Mr. Garmong's refusal to pay what he  
6 owes has necessitated Defendants' collection efforts. At the time of the discovery,  
7 Defendants did not know if Mr. Garmong still had his Fidelity accounts or if they had  
8 sufficient monies. *Id.* Finally, the *Reply* asserts the *Declaration of Stephen S. Kent*  
9 attached to the *Motion* as Ex. 1 ("*Declaration*") is consistent with Brunzell. *Id.*

10  
11  
12           **II.    APPLICABLE LAW AND ANALYSIS.**

13           **A.     Rule 37 of the Nevada Rules of Civil Procedure ("NRCP").**

14           NRCP 37 provides, in relevant part:

15           (a) (1) On notice to other parties and all affected persons, a party may move for an  
16 order compelling disclosure or discovery. The motion must include a certification that  
17 the movant has in good faith conferred or attempted to confer with the person or  
18 party failing to make disclosure or discovery in an effort to obtain it without court  
19 action.

20           ...  
21           (5) *Payment of Expenses.*

22           (A) If the motion is granted--or if the disclosure or requested discovery is  
23 provided after the motion was filed--the court must, after giving an opportunity  
24 to be heard, require the party or deponent whose conduct necessitated the  
25 motion, the party or attorney advising that conduct, or both to pay the movant's  
26 reasonable expenses incurred in making the motion, including attorney fees.

27           But the court must not order this payment if:

28           (i) the movant filed the motion before attempting in good faith to obtain the  
disclosure or discovery without court action;

(ii) the opposing party's nondisclosure, response, or objection was  
substantially justified; or

(iii) other circumstances make an award of expenses unjust.

NRCP 37.

//

1 In its *Order Granting*, the Court granted Defendants' *Motion to Compel*. The Court  
2 finds and determines Defendants made a good faith attempt to obtain the disclosure without  
3 Court action prior to filing their *Motion to Compel*. Mr. Garmong was provided an  
4 opportunity to be heard. Mr. Garmong's nondisclosure and objection are not substantially  
5 justified, and there are no other circumstances making an award of expenses unjustified.  
6

7 **B. AN AWARD OF ATTORNEY FEES IS SUPPORTED BY SUBSTANTIAL**  
8 **EVIDENCE.**

9 The Nevada Supreme Court reviews an award of attorney fees for an abuse of  
10 discretion and will affirm an award which is supported by substantial evidence. Logan v.  
11 Abe, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015). Affidavits or other evidence meeting  
12 the factors in *Brunzell* constitute substantial evidence to support a request of attorneys'  
13 fees. Miller v. Wilfong, 121 Nev. 619, 623–24, 119 P.3d 727, 730 (2005). It has been held  
14 counsel's testimony regarding the nature and extent of the services performed constituted  
15 substantial evidence. Brunzell v. Golden Gate Nat'l. Bank, 85 Nev. 345, 349, 455 P.2d 31,  
16 33 (1969).  
17

18 In Nevada, "the method upon which a reasonable fee is determined is subject to the  
19 discretion of the court." Shuette v. Beazer Homes Holdings Corp., 121 Nev. 837, 864, 124  
20 P.3d 530, 548 (2005). A court is not limited to one specific approach; rather, a court may  
21 analyze a request for fees pursuant to "any method rationally designed to calculate a  
22 reasonable amount, including those based on a 'lodestar' amount or a contingency fee." Id.  
23 "The lodestar approach involves multiplying 'the number of hours reasonably spent on a  
24 case by a reasonable hourly rate.'" Id.  
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1            "[W]hichever method is chosen...the court must continue its analysis by considering  
2 the requested amount in light of the factors enumerated by this court in *Brunzell v. Golden*  
3 *Gate National Bank.*" Shuette, 121 Nev. at 865. Express findings on each factor are not  
4 necessary. Instead, the district court need only demonstrate it considered the required  
5 factors, and the award is supported by substantial evidence. Logan, 131 Nev. at 266.

7            The factors set forth in Brunzell, are as follows:

8            (1) *the qualities of the advocate*: his ability, his training, education, experience,  
9 professional standing and skill; (2) *the character of the work to be done*: its  
10 difficulty, its intricacy, its importance, time and skill required, the responsibility  
11 imposed and the prominence and character of the parties where they affect  
12 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.

13 Brunzell, 85 Nev. at 349.

14            A reviewing court will not substitute its judgment for a trial court in the absence of an  
15 abuse of discretion because "[t]he value to be placed on the services rendered by counsel  
16 lies in the exercise of sound discretion by the trier of facts." Id. at 350. However, a trial  
17 court's failure to analyze the Brunzell factors is an abuse of discretion. Gunderson v. D.R.  
18 Horton, Inc., 130 Nev. 67, 319 P.3d 606 (2014).

20            1.        **The qualities of the advocate.**

21            Mr. Kent is an attorney licensed to practice law in the State of Nevada. Mr. Kent has  
22 been practicing law for Forty-Two (42) years. *Declaration*, p. 1.

24            2.        **The character of the work to be done.**

25            From January 12, 2023, through April 10, 2023, Mr. Kent spent 8.1 hours preparing  
26 the *Motion to Compel*. *Declaration*, p. 2. Between April 24 and April 26, 2023, Mr. Kent  
27 spent 5.8 hours preparing the instant *Motion*. Id.  
28

1                   **3.     The work actually performed by the attorney.**

2             Mr. Kent spent the majority of the 13.9 hours preparing and revising the *Motion to*  
3 *Compel*, the declaration in support, and the *Reply in Support of the Motion to Compel*.

4             However, Mr. Kent also includes time spent preparing the instant *Motion and Declaration*.

5             Pursuant to NRCP 37(a)(5)(A), "If the motion is granted...the court must...require the  
6 party...whose conduct necessitated the motion...to pay the movant's reasonable expenses  
7 incurred in making the motion, including attorney fees." (Emphasis added.) The motion  
8 described in NRCP 37(a)(5)(A) is properly identified in NRCP 37(a)(1), which states:  
9

10             A party may move for an order compelling disclosure or discovery. The motion  
11 must include a certification that the movant has in good faith conferred or  
12 attempted to confer with the person or party failing to make disclosure or  
13 discovery in an effort to obtain it without court action.

14             NRCP 37.

15             Pursuant to NRCP 37, Defendants' *Motion to Compel* is the only motion for which  
16 attorneys' fees may be recovered. The instant *Motion* to recover fees is not the motion  
17 granted by the Court's *Order Granting*. Thus, any costs and fees incurred in making the  
18 instant *Motion* are not recoverable at this juncture.  
19

20                   **4.     The result.**

21             Mr. Kent's *Motion to Compel* successfully persuaded the Court to grant the *Motion to*  
22 *Compel* and award him attorneys' fees and costs.

23             The Court finds the attorneys' fees incurred between January 12, 2023, and April 10,  
24 2023, to be reasonable and actually incurred. However, Defendants are precluded from  
25 recovering their requested costs and fees incurred after April 10, 2023, at this juncture. The  
26 Court determines an award for attorneys' fees in the amount of Two Thousand Eight  
27 Hundred Thirty-Five Dollars and 00/100 (\$2,835.00) is appropriate in this matter.  
28

1    **III.    ORDER.**

2            Accordingly, and good cause appearing therefor,

3            **IT IS HEREBY ORDERED** the *Motion for Fees and Costs Pursuant to Order*  
4  
5    *Granting Motion to Compel* is GRANTED, in part, and DENIED, in part.

6            1.       Attorneys' fees incurred in preparing the *Motion to Compel* are GRANTED in  
7    the amount of Two Thousand Eight Hundred Thirty-Five Dollars and 00/100 (\$2,835.00);

8            2.       Attorneys' fees and costs incurred after April 10, 2023, are DENIED.

9            Dated this 10th day of August, 2023.

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**CERTIFICATE OF SERVICE**

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;  
that on the 10th day of August, 2023, I electronically filed the foregoing with the Clerk  
of the Court system which will send a notice of electronic filing to the following:

STEPHEN KENT, ESQ.  
CARL HEBERT, ESQ.

And, I deposited in the County mailing system for postage and mailing with the  
United States Postal Service in Reno, Nevada, a true and correct copy of the attached  
document addressed as follows:

  
\_\_\_\_\_



1 \$2515  
STEPHEN S. KENT, ESQ.  
2 Nevada Bar No. 1251  
GORDON REES SCULLY  
3 MANSUKHANI, LLP  
1 East Liberty Street, Suite 424  
4 Reno, NV 89501  
Telephone: (775) 467-2609  
5 Facsimile: (775) 460-4901  
E-mail: [skent@grsm.com](mailto:skent@grsm.com)  
6

7 *Attorneys for Defendants Wespac and Greg Christian*

8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

9 **IN AND FOR THE COUNTY OF WASHOE**

10  
11 GREGORY O. GARMONG,

12 Plaintiff,

13 vs.

14 WESPAC; GREG CHRISTIAN; DOES 1-  
10,inclusive,

15 Defendants.  
16

CASE NO. CV12-01271

Dept. No. 6

17 **NOTICE OF APPEAL**

18 Please take notice that Defendants, WESPAC and GREG CHRISTIAN, appeals to the  
19 Nevada Supreme Court from the District Courts August 10, 2023, Order regarding attorneys fees  
20 awarded related to Defendants motion to compel.  
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**AFFIRMATION**

The undersigned hereby declares that the within document does not contain the Social Security Number of any person.

DATED this 4th day of October, 2023.

GORDON REES  
SCULLY MANSUKHANI LLP

By:



STEPHEN S. KENT, ESQ.  
Nevada Bar No. 1251  
1 East Liberty Street, Suite 424  
Reno, NV 89501  
Telephone: (775) 467-2603  
Facsimile: (775) 460-4901  
skent@grsm.com  
*Attorneys for Defendants Wespac and  
Greg Christian*

**CERTIFICATE OF SERVICE**

Pursuant to Rule 5(b) of the Nevada Rules of Civil Procedure, I hereby certify that I am an employee of Gordon Rees Scully Mansukhani and that on this date, I served a true and correct copy of the attached document(s) as follows:

☐ By placing the document(s) in a sealed envelope with first-class U.S. postage prepaid, and depositing it for mailing with the U.S. Postal Service in Reno, Nevada addressed to the person at the address listed below.

☒ By electronic service. By filing the document with the court's electronic filing system which serves counsel listed below electronically.

☐ By personally delivering the document(s) listed above, addressed to the person at the address as set forth below.

☐ By Federal Express.

☐ By facsimile.

Carl Hebert, Esq.  
2215 Stone View Drive  
Sparks, NV 89436

DATED this 4 day of October, 2023.

  
Sam Baker