

IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No.

JOSEPH A. GUTIERREZ, Esq., STEVEN G. KNAUSS, Esq., JASON R. MAIER,
Esq., and MAIER GUTIERREZ & ASSOCIATES,

Electronically Filed
Feb 26 2024 08:23 AM
Elizabeth A. Brown
Clerk of Supreme Court

Petitioners

vs.

The Eighth Judicial District Court of the State of Nevada,
and the Honorable Susan Johnson,

Respondents,

and

RENE SHERIDAN,
An individual,

Real Parties in Interest

**APPENDIX TO PETITION FOR WRIT OF MANDAMUS
VOLUME II OF IV**

Submitted By:

JOSEPH P. GARIN, ESQ. (Bar No. 6653)
JONATHAN K. WONG, ESQ. (Bar No. 13621)
LIPSON NEILSON P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, NV 89144
(702) 382-1500

Attorneys for Petitioners

Joseph A. Gutierrez, Esq., Steven G. Knauss, Esq., Jason R. Maier, Esq., and
Maier Gutierrez & Associates

CHRONONLOGICAL INDEX TO APPENDIX

| VOLUME | PAGES | DATE | DOCUMENT |
|---------------|---------------|-------------|--|
| I | App 0001-0021 | 8/31/20 | Complaint for Legal Malpractice |
| I | App 0022-0024 | 8/16/22 | Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, and Denying Plaintiff's Motion to Strike |
| I | App 0025-0038 | 8/22/23 | Defendants' Motion for Summary Judgment |
| I | App 0039-0154 | 8/22/23 | Appendix Volume I of II – Defendants' Motion for Summary Judgment |
| II | App 0155-0263 | 8/22/23 | Appendix Volume II of II – Defendants' Motion for Summary Judgment |
| III | App 0264-0349 | 9/07/23 | Plaintiff's Opposition to Defendants' Motion for Summary Judgment |
| III | App 0350-0371 | 9/26/23 | Plaintiff's Declaration in Support of Opposition to Defendants' Motion for Summary Judgment |
| IV | App 0372-0381 | 9/28/23 | Defendants' Reply In Support of Motion for Summary Judgment |
| IV | App 0382-0389 | 10/14/23 | Order on Defendants' Motion to Strike 1) Plaintiff's Untimely Opposition to Defendants' Motion for Summary Judgment; and 2) Improper Supplement to Initial Expert Disclosures; and Defendants' Motion for Summary Judgment |
| IV | App 0390-0438 | 11/09/23 | Defendants' Motion for Summary Judgment Based on Plaintiff's Failure to Provide Damages Computation, or Alternatively, for Rule 37 Sanctions |
| IV | App 0439-0444 | 11/28/23 | Plaintiff's Opposition to Defendants' Motion for Summary Judgment Based on Plaintiff's Failure to |

| | | | |
|----|---------------|----------|--|
| | | | Provide Damages Computation, or Alternatively, for Rule 37 Sanctions |
| IV | App 0445-0464 | 12/07/23 | Defendants' Reply In Support Motion for Summary Judgment Based on Plaintiff's Failure to Provide Damages Computation, or Alternatively, for Rule 37 Sanctions |
| IV | App 0465-0469 | 1/12/24 | Order Denying (1) Plaintiff's Motion to Alter or Amend Order; (2) Plaintiff's Motion for Partial Summary Judgment; (3) Defendant's Motion for Summary Judgment or Alternatively for Rule 37 Sanctions; and (4) Defendants' Motion for Summary Judgment Filed August 22, 2023 |
| IV | App 0470-0510 | 1/24/24 | December 14, 2023 Recorder's Transcript of Hearing Re: Plaintiff's Motion for Summary Judgment |

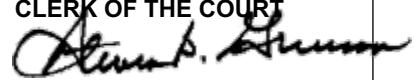
CERTIFICATE OF SERVICE

Pursuant to N.R.A.P 25(b), I certify that I am an employee of LIPSON NEILSON P.C., and that on this 23rd day of February, 2024, I served a true and correct copy of the foregoing **APPENDIX TO PETITION FOR WRIT OF MANDAMUS – VOLUME II OF IV** via the Court’s EFLEX system and by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada to the addressees listed below:

| | |
|--|--|
| Michael R. Mushkin, Esq. L. Joe Coppedge, Esq. MUSHKIN & COPPEDGE 6070 S. Eastern Avenue, Suite 270 <i>Attorneys for Real Party in Interest, Rene Sheridan</i> | Honorable Susan Johnson Eighth Judicial District Court Department 22 200 Lewis Ave Las Vegas, NV 89101 |
|--|--|

/s/ Juan Cerezo

An Employee of LIPSON NEILSON P.C.



APEN

LIPSON NEILSON P.C.
JOSEPH P. GARIN, ESQ.
Nevada Bar No. 6653
JONATHAN K. WONG, ESQ.
Nevada Bar No. 13621
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
Phone: (702) 382-1500
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jgarin@lipsonneilson.com
jwong@lipsonneilson.com

Attorneys for Defendants

**DISTRICT COURT
CLARK COUNTY, NEVADA**

* * *

| | | |
|------------------------------|---|--------------------------------|
| RENE SHERIDAN, an individual |) | Case No: A-21-838187-C |
| |) | Dept. No.: 22 |
| Plaintiff, |) | |
| vs. |) | |
| |) | APPENDIX OF EXHIBITS TO |
| JOSEPH A. GUTIERREZ, Esq. |) | DEFENDANTS' MOTION FOR |
| STEVEN G. KNAUSS, Esq. |) | SUMMARY JUDGMENT |
| JASON R. MAIER, Esq. |) | |
| MAIER GUTIERREZ & ASSOCIATES |) | VOLUME II OF II |
| |) | |
| Defendants. |) | |
| _____ |) | |

Defendants JOSEPH A. GUTIERREZ, STEVEN G. KNAUSS, JASON R. MAIER,
and MAIER GUTIERREZ & ASSOCIATES, by and through their counsel of record. Lipson
Neilson P.C., hereby submit their Appendix of Exhibits to Defendants' Motion for
Summary Judgment:

| Exhibit | Description | Bates No. |
|----------|---|-------------|
| VOLUME I | | |
| A | Material Terms sheet | MSJ 001-002 |
| B | Motion to Enforce | MSJ 003-016 |
| C | Limited Opposition to Motion to Enforce | MSJ 017-059 |
| D | October 28, 2018 email from Joseph Gutierrez to Rene Sheridan | MSJ 060-061 |
| E | Transcript of October 29, 2018 Hearing | MSJ 062-074 |
| F | Transcript of December 3, 2018 Hearing | MSJ 075-092 |
| G | Minute Order Dated December 6, 2018 | MSJ 093-094 |

| | | |
|------------------|--|-------------|
| H | Supreme Court Order of Affirmance | MSJ 095-101 |
| I | December 29, 2021 Order | MSJ 102-106 |
| J | Judge Sigurdson Order | MSJ 107-113 |
| VOLUME II | | |
| K | Plaintiff's Initial Expert Disclosure | MSJ 114-172 |
| L | Judgment on Attorney Lien | MSJ 173-177 |
| M | Defendants' Disclosure of Initial Experts - Rob Bare Expert Report | MSJ 178-219 |

DATED this 22nd day of August, 2023.

LIPSON NEILSON P.C.

/s/ Jonathan K. Wong

By: _____

JOSEPH P. GARIN, ESQ.
Nevada Bar No. 6653
JONATHAN K. WONG, ESQ.
Nevada Bar No. 13621
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500
Attorneys for Defendants

CERTIFICATE OF SERVICE

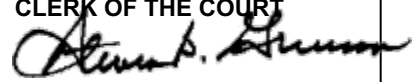
Pursuant to NRCP 5(b) and Administrative Order 14-2, I certify that on the 22nd day of August, 2023, I electronically served the foregoing **APPENDIX OF EXHIBITS TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT (VOLUME II OF II)** to the following parties utilizing the Court's E-File/ServeNV System:

Rene Sheridan
23823 Malibu Rd., #50-364
Malibu, CA 90265
(310) 422-9944
rsheridan34@aol.com

Pro Per Plaintiff

/s/ Michele Stones
An Employee of LIPSON NEILSON P.C.

EXHIBIT K



DISCL

Rene Sheridan
23823 Malibu Road #50-364
Malibu, CA 90265
Phone: (310) 422-9944
Email: rsheridan34@aol.com
Plaintiff in Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

| | | |
|-------------------------------------|---|------------------------|
| RENE SHERIDAN, an individual, |) | |
| Plaintiff, |) | Case No. A-21-838187-C |
| |) | Dept. No. 22 |
| |) | |
| v. |) | |
| JOSEPH A. GUTIERREZ, an individual; |) | |
| STEVEN G. KNAUSS, an individual; |) | |
| JASON R. MAIER, an individual; |) | |
| MAIER GUTIERREZ & ASSOCIATES; |) | |
| A Domestic Professional LLC, and |) | |
| CORPORATIONS' I-XX, inclusive, |) | |
| <u>Defendants</u> | | |

PLAINTIFF'S DISCLOSURE OF EXPERT WITNESSES

Plaintiff, RENE SHERIDAN, in Proper Person, hereby produces the following list of persons that are likely to have knowledge of the facts and circumstances of the instant action, and documents, data compilations, and tangible things that are in her possession, custody, or control pursuant to N.R.C.P. 16.1:

1. Matthew Fortado
1700 W. Market Street, #177
Akron, OH 44313
330-730-9468

Mr. Fortado is expected to testify regarding the facts and circumstances surrounding the events that are the subject of this litigation. (See Statement attached hereto as **Exhibit "A"**).

////

1 2. Patrick Cannon
2 Dana Point Harbor Drive
3 Dana Point, CA. 92629
4 Ph: (310) 570-6786

5 Mr. Cannon is expected to testify regarding the facts and circumstances surrounding the
6 events that are the subject of this litigation. (*See Declaration of Witness in Support of Plaintiff's*
7 *Opposition to Adjudicate and Enforce Attorney's Lien on Ex Parte Order Shortening Time*
8 *attached hereto as **Exhibit "B"***).

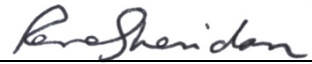
9 3. Steven Istock
10 5225 Wilshire Blvd., Suite 900
11 Los Angeles, CA 90036
12 323-424-4066

13 Mr. Istock is expected to testify regarding the facts and circumstances surrounding the
14 events that are the subject of this litigation. (*See Statement attached hereto as **Exhibit "C"***).

15 4. Bennett J. Wasserman, Esq
16 University Plaza
17 Hackensack, NJ 07601
18 201-488-1222

19 Mr. Wasserman, Esq. is expected to testify regarding the facts and circumstances
20 surrounding the events that are the subject of this litigation. (*See Statement attached hereto as*
21 ***Exhibit "D"***).

22 Dated this 10th day of July, 2023.

23 By: 
24 Rene Sheridan
25 23823 Malibu Road #50-364
26 Malibu, CA 90265
27 Phone: (310) 422-9944
28 Email: rsheridan34@aol.com
Plaintiff in Proper Person

AFFIRMATION (per NRS 239B.030)

The undersigned hereby affirms the preceding document does NOT contain the social security number of any person.



Rene Sheridan

CERTIFICATE OF SERVICE

I declare under penalty of perjury, that a true copy of the foregoing *Plaintiff's Disclosure of Expert Witnesses* was served through Odyssey E-fileNV, pursuant to EDCR 7.26 and NEFCR Rule 9, upon all electronic service list recipients to the following:

Joseph A. Gutierrez

jag@mgalaw.com

Charity M. Johnson

cmj@mgalaw.com

Jason R. Maier

jrm@mgalaw.com

Jonathan Wong

jwong@lipsonneilson.com


Michele Stones

mstones@lipsonneilson.com

Joseph Garin

jgarin@lipsonneilson.com

Dated this 10th day of July, 2023.

By: 

Rene Sheridan (*Plaintiff in Proper Person*)

23823 Malibu Road #50-364

Malibu, CA 90265

Phone: (310) 422-9944

Email: rsheridan34@aol.com

EXHIBIT “A”

MATTHEW FORTADO

ATTORNEY AT LAW

1700 W. MARKET ST. # 177

AKRON, OH 44313-7002

PHONE (330) 730-9468

FAX (330) 865-8195

Email: chepenoyon@aol.com

July 7, 2023

Rene Sheridan

Rsheridan34@aol.com

Re: Sheridan v Gutierrez, et al.
Clark County, Nevada District Court Case # A-21-838187-C

Dear Ms. Sheridan:

You have asked my opinions about deviations from the standard of care by the defendants in the referenced matter. This report summarizes my opinions.

I graduated summa cum laude from Bowdoin College in 1974. I graduated from The Cornell School of Law in 1977. I am an attorney licensed to practice law in the State of Ohio. I was licensed in 1977. My practice since that time has been in litigation. I have litigated cases throughout the State of Ohio and have practiced in both State and Federal Courts here. I have also practiced, either pro hac vice or in the Federal Courts, in numerous other states including without limitation Pennsylvania, West Virginia, Missouri, Idaho, California and Washington. I have represented both the plaintiff and the defense in legal professional liability matters.

I have reviewed the pleadings and exhibits in the referenced case; in Clark County Case #A-17-756902-B; in Washoe County Case #CV20-01353; and in the Supreme Court of Nevada Case No. 76132. The Complaint is verified by Plaintiff. There is a Declaration of Patrick Cannon of January 2, 2019. There are no depositions; no Answers to Interrogatories; nor any other sworn statements from the Defendants. I will rely in my testimony on the referenced pleadings and exhibits and all documents referred to below.

1. The parties in Case # A-17-756902-B entered into a one page agreement at a settlement conference, hereafter referred to as the Material Terms Agreement. A Confidential Settlement Agreement and Mutual Release of Claims consisting of 8 pages, hereafter referred to as the Confidential Settlement Agreement, was subsequently drafted. Both documents had confidentiality provisions requiring non-disclosure of the terms of the agreements. The amount of the payments to be made to Plaintiff was of specific concern to her; she was concerned that public knowledge, or knowledge within the entertainment industry, of the amount for which she settled would adversely affect her business and her personal reputation and her future business dealings.

Disputes about the Confidential Settlement Agreement ensued. The adverse parties filed a motion to enforce the settlement. Defendants filed an opposition brief. The reply brief of the adverse parties contained emails referring to the settlement amounts. The settlement amounts were not redacted in violation of the confidentiality clauses.

Plaintiff advised Defendants she wanted to assert this breach of the confidentiality clause as a violation of the Confidential Settlement Agreement. Defendant Gutierrez then advised her by email of October 28, 2018 that he had submitted the unredacted emails disclosing the settlement amounts in Exhibit 5 to his opposition brief. The adverse parties in filing the emails as Exhibit A to their reply brief were merely republishing the information already disclosed on the public record by Defendant Gutierrez.

It was a deviation from the standard of care for Defendant(s) to publish the payment terms of the Confidential Settlement Agreement. Plaintiff asserts that confidentiality of the payment terms was essential to her acceptance of the terms of that document. Plaintiff asserts disclosure of those terms damaged her professionally and personally. The Nevada Supreme Court in its Order of Affirmance of March 18th, 2020, stated:

Sheridan's own counsel breached that provision...The appropriate relief for any harm caused by that breach, therefore, is a malpractice action against Sheridan's former counsel...

It is my professional opinion that publication of the un-redacted Material Terms Agreement constituted legal malpractice.

2. Defendants after their representation was terminated filed on January 24, 2019 an attorney lien in the amount of \$118,715.25. That lien was satisfied in full by payment on September 9, 2020. Despite demand by Plaintiff, Defendants did not file a Satisfaction of Judgment on Attorney Lien until August 16, 2022. NRS 17.200 provides in pertinent part:

...Whenever a judgment is satisfied in fact, the party or attorney shall give such acknowledgement.

There is no explanation in the materials I reviewed for a delay of 706 days in filing the Satisfaction of Judgment. An attorney's duty to a client is not fully extinguished when the representation terminates. An attorney continues to have a duty of good faith to the former client, in addition to the statutory duty.

Plaintiff's credit would be adversely affected by the continued public record of a judgment which had long been paid in full. That continued public record would also impact her business and personal prospects.

3. The Complaint in Paragraphs 16-26 and 40 asserts a number of claims against Defendants. These include acting in a manner inconsistent with the interests of Plaintiff; misrepresentations to the Court; making material changes to her Declarations between the time she executed them and their filing with the Court; altering discovery responses inconsistent with the information provided by Plaintiff; misrepresentations about settlement negotiations; and inclusion of terms in the Confidential Settlement Agreement contrary to the wishes and intentions of Plaintiff.

It is difficult to analyze these allegations without sworn statements from the Defendants as to their positions as to these claims. At this stage of the proceedings the only sworn statements available are those of Plaintiff and of Mr. Cannon. I can only say that if those sworn allegations are in fact true, the conduct alleged of the Defendants would also deviate from the standard of care required of an attorney. Such conduct would have resulted in damages to Plaintiff.

The opinions expressed herein are based on the information available to me at this time. I reserve the right to modify, add or amend my opinions as appropriate if additional information comes to my attention.

Yours truly,



Matt Fortado

MF:to

EXHIBIT “B”

PATRICK CANNON
Colleague to Plaintiff and Investor
GOROCK LLC
29201 Heathercliff RD
Malibu, ca 90265 (E-Mail: hotopix@gmail.com)
Bar No.:

Attorney(s) for IN PRO SE

DISTRICT COURT

COUNTY OF CLARK

JUDICIAL DISTRICT

RENE SHERIDAN , AN INDIVIDUAL ; and
GOROCK, LLC COMPANY
Plaintiff(s)

VS.

GINA GOFF, AN INDIVIDUAL;GOFF PRODUCTIONS LLC, RUDOLF
SEDLAK, AN INDIVIDUAL;DOES I-X, inclusive & ROE CORP.
Defendant(s)

No. A-17-756902-B (Dept No: XIII)

DECLARATION OF WITNESS IN SUPPORT OF
PLAINTIFF'S OPPOSITION TO ADJUDICATE
AND ENFORCE ATTORNEY'S LIEN ON EX
PARTE ORDER SHORTENING TIME

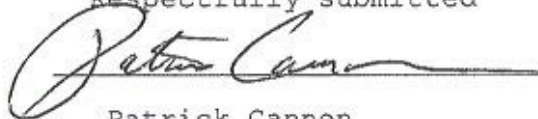
AND RELATED COUNTERCLAIMS.

I Patrick Cannon have been a witness to the proceedings of the Court in
respect to this case, and have been present at every hearing and
deposition concerning this matter. I hereby submit this Declaration in
support of the Plaintiffs, Rene Sheridan and GoRock LLC.

This Declaration is made and based on NRS 11.207, the following
memorandum of points and authorities, the pleadings and papers on file
herein and any oral argument the Court may entertain at the time of the
hearing.

Dated 2nd January, 2019.

Respectfully submitted



Patrick Cannon

RENE SHERIDAN, AN INDIVIDUAL; GOFF PRODUCTIONS, LLC;
RUDOLF SEDLAK, AND INDIVIDUAL AND ROE CORPORATION

Legal
Solutions
& Plus

7/99
PP-300B

MSJ 123

1
2 DECLARATION OF PATRICK CANNON
3

4 STATE OF NEVADA)

5) ss:

6 COUNTY OF CLARK)

7 Patrick Cannon, being first duly sworn, deposes and says:
8

9 1. I am an Investor and Colleague of the Plaintiff Rene Sheridan. I
10 am knowledgeable of the facts contained herein and am competent to
11 testify thereto.
12

13 2. I am over the age of 18 and I have personal knowledge of
14 all matters set forth herein. If called to do so I would competently
15 and truthfully testify to all matters set forth herein, except for
16 those matters stated to be based upon information and belief, and as to
17 those matters I am informed and believe them to be true.
18

2.

19 3. I make this Declaration in support of the PLAINTIFF'S
20 OPPOSITION TO MOTION TO ADJUDICATE AND ENFORCE ATTORNEY'S LIEN AND
21 EXPARTE ORDER SHORTENING TIME AND REQUEST FOR SANCTIONS.
22

23 4. Plaintiffs retained Maier Gutierrez & Associates ("MGA") on
24 December 19th, 2017, to represent them as counsel in the above
25 captioned matter. Although Plaintiffs were told that a lowered "blended
26 rate" of \$200 an hour would be provided for the services of the
27 Principles of MGA, in reality the majority of the legal work was done
28 by Associate Steven Knauss, Intern, Alexis Wendl and Paralegal Natalie

RENE SHERIDAN, AN INDIVIDUAL; GOFF PRODUCTIONS, LLC;
RUDOLF SEDLAK, AND INDIVIDUAL AND ROE CORPORATION

MSJ 124

1 Vazquez. Various acts of legal malpractice and professional
2 negligence, commenced at the inception of the representation by
3 MGA, and continued throughout an 11 month period, culminating in
4 the Material Breach perpetrated by MGA and Defendant's firm
5 McDonald Carano ("MC"). The aforementioned firms have willfully
6 damaged the Plaintiffs and destroyed an opportunity to settle
7 this case. This Declaration will contain testimony and evidence
8 to support these facts.

9
10 5. **RULE 16 HEARING**
11 **JANUARY 29, 2018**

12 After months of effort on the part of Attorney Mark
13 Albright, counsel retained by the Plaintiffs prior to MGA, an
14 Order was issued by the Court allowing the Plaintiffs to have
15 Limited Discovery on Defendant Rudolf Sedlak and his connection
16 to the Nevada entity SENIOR MOMENT MOVIE LLC., (NEVADA). After
17 retaining MGA, a RULE 16 hearing was set for January 19th, 2018
18 to establish the perimeters of that Discovery Order.

19
20 Defendant Rudolf Sedlak ("Sedlak") both contributed funds to the
21 Nevada LLC and took an active part in the Illegal Conversion that
22 usurped the assets and intellectual property of the Plaintiff in
23 this case. Plaintiffs were in the process of obtaining evidence
24 that directly linked Sedlak to this act and Sedlak's
25 participation in the crime of filing a false and fraudulent
26 document with the Nevada Secretary of State's office, a felony.
27 While I was personally present in the Courtroom that day, I was
28 not permitted into Judge Mark Denton's Chambers where the

RENE SHERIDAN, AN INDIVIDUAL; GOFF PRODUCTIONS, LLC;
RUDOLF SEDLAK, AND INDIVIDUAL AND ROE CORPORATION

1 the following event took place. I base this testimony on the Decision
2 rendered by Judge Denton and his remarks therein.

3 On the day of the Rule 16 hearing MGA Associates Steven Knauss and
4 Steven Clough arrived at Court. Although Mr. Clough was properly
5 dressed for Court, Mr. Knauss was casually dressed in gym clothing.
6 Before entering the courtroom I reminded Mr. Knauss of the explicit
7 instructions given to him by Plaintiff Sheridan,
8 (Exhibit "1"). Those instructions were to follow the Court's Order and
9 not deviate from our efforts to acquire the company records that would
10 evidence Sedlak's participation in the crime. Instead of making any
11 effort to serve the Plaintiff's interest, according to Judge Denton's
12 testimony in his Decision, Mr. Knauss told Judge Denton that Plaintiffs
13 did not need nor want (the) discovery. It is my belief that this act of
14 treachery was done in collusion with Defense Attorney Kristi Gallagher
15 of MC. After Mr. Knauss left the Judge's Chambers and joined me in the
16 hallway, he excused this betrayal by stating "Ms. Gallagher was
17 severe". This one act set in motion over 11 months of prolonged and
18 expensive litigation that only served to damage the Plaintiff's case.

19
20 6. **ASSOCIATE KNAUSS'S PERJURY**

21 **FEBRUARY 15,**

22 Sheridan filed her lawsuit in June of 2017, alleging several causes of
23 action including fraud and conversion against both Goff, Sedlak and
24 Senior Moment California. Sedlak responded with motion to dismiss on
25 the alleged grounds that the court did not have personal jurisdiction
26 over him, a resident of California. The court entered a decision on the
27 motions on November 27, 2017, in part, denying Sedlaks motion, the
28 court required the parties to enter an order in accordance with its

RENE SHERIDAN, AN INDIVIDUAL; GOFF PRODUCTIONS, LLC;
RUDOLF SEDLAK, AND INDIVIDUAL AND ROE CORPORATION

1 decision and have that order filed by the Plaintiffs.

2 Defendant Attorney Kristen Gallagher, in an attempt to deceive the court,
3 altered the original order by excising one word and replacing it with
4 another. Ms. Gallagher removed the word "Nevada" and inserted the word
5 "California", an act that dramatically changed the documents meaning and
6 context.

7 I personally found this deception and had Ms. Sheridan immediately alert
8 Plaintiff Attorney Mark Albright. It is my belief that Mr. Albright was
9 being pressured by Ms. Gallagher to assist her by filing the fraudulent
10 account, Mr. Albright refused, and subsequently withdrew as Plaintiff's
11 counsel.

12 Ms. Gallagher entered the falsified order herself at approximately
13 10:37am on December 14th, 2017, in defiance to the court's directive that
14 the Plaintiffs file the order.

15 The order Ms. Gallagher improperly filed which purportedly found that
16 although Sedlak's tortious behavior may have occurred in part outside the
17 state of Nevada, it was "directed at and caused harm to SENIOR MOMENT
18 MOVIE, LLC, a California limited liability company, and Plaintiff's
19 ownership interest therein". See Order denying Defendant Rudolf Sedlak's
20 Motion to Dismiss without Prejudice and Order on Plaintiff's
21 Countermotion for Limited Jurisdictional Discovery attached herein as
22 Exhibit "2" at 2:4-8. However the actions of Sedlak caused harm, not to
23 the CALIFORNIA entity, but to SENIOR MOMENT MOVIE, LLC, a NEVADA limited
24 liability company.

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RENE SHERIDAN, AN INDIVIDUAL; GOFF PRODUCTIONS, LLC; RUDOLF
SEDLAK, AND INDIVIDUAL AND ROE CORPORATION

1
2 Accordingly, while the Court's denial of Sedlak's motion was proper, the
3 language of the order was altered to refer to Senior Moment California,
4 when it should have referred to Senior Moment Nevada. Plaintiff Sheridan
5 attached a Declaration that pointed this fact out, along with the fact
6 that this was not an error on the part of Defendant's attorney, but an
7 act of perjury, a fact Ms. Gallagher conceded when she refused to
8 acknowledge that her action was a "clerical error", as Plaintiff Attorney
9 Knauss, in an effort to assist Ms. Gallagher in escaping sanctions, had
10 testified. Judge Denton admonished Ms. Gallagher, telling her that the
11 Order "did not make sense", and corrected it in favor of the Plaintiffs.
12

13 As another act of collusion in the Court regarding the aforementioned
14 Court appearance, Mr. Knauss stood in front of Judge Denton, and when
15 asked if the Court's Direction that the Plaintiffs file the order was
16 followed, Mr. Knauss knowingly committed perjury by lying, to benefit the
17 Defendant's attorney, and stated that the Plaintiffs filed the Order,
18 when he had full knowledge that this was untrue. Defendant's Attorney
19 Kristin Gallagher stood silently by and did not correct the record. See
20 Court transcript **Exhibit "3"**. Plaintiff's Attorney refused to ask for
21 sanctions that were clearly in order, despite being urged to do so by the
22 Plaintiffs, who would now bear the costs of this hearing.
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ASSOCIATE KNAUSS'S DUPLICITY
REGARDING SEDLAK REQUEST FOR DOCUMENTS
FEBRUARY 15, 2018

Pursuant to February 7, 2018 Order Re: Rule 16 Conference, the Defendants served their First Set of Requests for Production of Documents on February 15th, 2018. There was a total 9 Requests.

I was working with the Plaintiff in Santa Monica California when she received a call from MGA Associate Steven Knauss. The call was after 10pm and Mr. Knauss was asking for help in assembling the evidence required to finish answering the questions regarding the Production of Documents. Of the nine questions, Mr. Knauss informed us that he intended to state that "Plaintiffs had no evidence" on five. Plaintiff Sheridan and I, vehemently disagreed with Mr. Knauss's assessment that we lacked evidence, since it was absolutely not the case. Sheridan supplied Mr. Knauss with ample evidence that answered every Request for Documents, including Requests #7 and #8, supporting the fact that Rudolf Sedlak was personally very involved in both the illegal conversion of Senior Moment Movie, LLC from a Nevada entity to a California entity, and removing GoRock LLC as a member in Senior Moment Movie, LLC. The facts that Mr. Sedlak financed the illegal conversion, and his profit participation went from 3% to 25% after the commission of this crime against the Plaintiff, would be sufficient to prove this.

RENE SHERIDAN, AN INDIVIDUAL; GOFF PRODUCTIONS, LLC; RUDOLF SEDLAK, AND
INDIVIDUAL AND ROE CORPORATION

1 After supplying enough evidence to Mr. Knauss to finish the job, Mr.
2 Knauss told us he was satisfied, and would provide our answers to all
3 nine Requests for Documents. Directly following this incident, Mr. Knauss
4 relayed a request from Defendant's Attorney Kristen Gallagher that Ms.
5 Sheridan provide a notarized copy of a document that had Sheridan
6 accepting that she had read and understood the documents that her
7 attorney had filed. After the Plaintiff had complied with this request,
8 Mr. Knauss removed our answers to Production Requests for both #7 and #8,
9 and re-inserted that Plaintiffs had "no evidence" for both Requests. This
10 was extremely helpful to Ms. Gallagher, but devastating to our
11 credibility to the Court and our case. When confronted with his duplicity
12 Mr. Knauss said that "it was benign", and that he could "fix it later".
13 The Plaintiff asked Attorney Joseph Gutierrez to remove Mr. Knauss from
14 our case immediately, he did not.

15 See (Exhibit "4")

16 On April 30, 2018, Defendant's Attorney Kristen Gallagher filed a renewed
17 Motion to Dismiss, (Rudolf Sedlak), on jurisdictional grounds. The
18 Plaintiffs appealed and the Supreme Court of Nevada ordered a Mandatory
19 Settlement Conference. The Settlement Conference was assigned to
20 Settlement Judge Nelson Segel who is employed by Alternate Dispute
21 Resolution (ADR). Judge Segel ordered that ALL the parties participate in
22 an all-day conference on August 30th, 2018. This date did not work for
23 Plaintiff Rene Sheridan as there was a scheduling conflict concerning a
24 Pre-Production meeting that required her attendance in New York, and on
25 the same date. When Sheridan informed Judge Segel of this conflict, the
26 judge sent a letter of warning via email to Attorney Steven Knauss,
27 demanding to know why Sheridan could not appear, as her appearance was
28 mandatory. (Exhibit"5")

RENE SHERIDAN, AN INDIVIDUAL; GOFF PRODUCTIONS, LLC; RUDOLF SEDLAK, AND
INDIVIDUAL AND ROE CORPORATION

1 After receiving Judge Segel's letter I called our attorney Steven Knauss
2 and told him that I could attend the Conference and would obtain the
3 notarized authority to do so. Mr. Knauss told me that Ms. Sheridan had to
4 attend herself as Rudolf Sedlak would be there, and both principles in
5 the Appeal needed to attend. I managed to persuade Sheridan to abandon
6 her New York meeting which resulted in a loss of funding for a
7 Production, and attend the Settlement Conference in order to get closure
8 to this nightmare of endless litigation.

9
10 At the morning of the aforementioned Settlement Conference the parties
11 were given separate caucus rooms. In the Appellant's room were Sheridan
12 and myself, her colleague and investor, Patrick Cannon. When former
13 attorney Joseph Gutierrez entered the room approximately 10 minutes
14 later, I asked if Rudolf Sedlak was in the Respondent's caucus room, Mr.
15 Gutierrez assured us that he was. After almost two hours of back and
16 forth negotiations, Appellant Sheridan asked Judge Segel to relay a
17 question to Respondent Sedlak, and was told for the first time, that the
18 Respondent was not present for this mandatory Settlement Conference
19 concerning the Appeal labeled "Sheridan vs. Sedlak".

20
21 Gina Goff, a Defendant in the District Court case, had substituted
22 herself to represent Sedak's interests without informing the Appellant.
23 Sheridan objected strongly to this deception, stating correctly that she
24 was brought to the Settlement Conference under false pretenses. While
25 Attorney Gutierrez feigned shock, Judge Segel assured the Appellant that
26 Ms. Goff was authorized to act on the Respondent's behalf, but could not,
27 when asked, furnish any evidence that this was true.

28

RENE SHERIDAN, AN INDIVIDUAL; GOFF PRODUCTIONS, LLC; RUDOLF SEDLAK, AND
INDIVIDUAL AND ROE CORPORATION

1 Throughout the day the Appellant insisted that Judge Segel contact
2 Respondent Sedlak by telephone in compliance with the Nevada Rule
3 of Appellant Procedure (NRAP 16), that compels an absentee
4 principle to this process to be available by telephone. Judge
5 Segel told us that the "Respondent was unavailable by phone",
6 after he reportedly had made two separate attempts to contact the
7 Respondent.

8
9 It was under protest that the Settlement Conference continued. The
10 amount of money the guilty Defendant offered as compensation for
11 her crime, was approximately 1/2 of the minimum amount of the
12 Appellant's lowest offer. When Judge Segel left our room, former
13 Attorney Joseph Gutierrez offered to settle Appellant's entire
14 legal bill with MGA for \$50,000, if we were willing to settle at
15 the lower offer. I was there, and I heard this clearly. Mr.
16 Gutierrez said that he and his firm were doing well and all he had
17 to do to please MGA was to "bring in some money". Sheridan and I
18 were to discover this as a lie when later in a telephone
19 conference concerning our bill, attended by Partner Jason Maier,
20 Mr. Gutierrez denied ever telling us he offered this reduced rate.

21
22 8. **DEFENDANT'S REDLINED REDEFINITION**
23 **OF MATERIAL TERMS**

24 During the Settlement Conference an agreement to agree was reached
25 and the parties in attendance, Defendant Gina Goff and Plaintiff
26 Rene Sheridan, executed a single page framework with the material
27 terms of a possible settlement in this case, (Material Terms) ,
28 attached as **(Exhibit "6")**

RENE SHERIDAN, AN INDIVIDUAL; GOFF PRODUCTIONS, LLC; RUDOLF SEDLAK,
AND INDIVIDUAL AND ROE CORPORATION

1 One week later, Plaintiff's former Attorney sent an 8 page draft
2 Settlement Agreement ("Agreement") filling in the gaps of Material Terms.
3 Approximately one week after receipt of the initial draft, the Defendants
4 counsel returned a drastically redlined version of the Agreement. In this
5 redlined version, revisions were made to, among other terms, (1) the
6 recitals, (2) payment default terms, (3) timing of the Plaintiff's
7 dismissal obligations, (4) fee waivers, (5) release terms, (6) non-
8 disparagement, (7) indemnifications, (8) covenants not to sue, and (9)
9 governing law.

10

11 It is important to note that the only clause agreed to by both Attorneys,
12 was the un-redlined clause covering Confidentiality, wherein it states;
13 "The terms of this Agreement are strictly confidential and the Parties
14 and their respective counsel shall not disclose the facts or contents
15 of this Agreement", and "the confidentiality of this Agreement is an
16 essential term and any unauthorized disclosure by any Party and/or its
17 agents shall constitute a breach of this Agreement by such Party.

18

19 During our year of litigation in this case there has been several
20 attempts to negotiate a settlement, in each and every attempt the Parties
21 agreed to redact the financial terms of the Agreement. It would defy the
22 odds of probability to support the contention that both Attorneys, the
23 Defendants and our own, together with their respective firms, would
24 breach this Material Term by accident. This incurable breach of the
25 potential Agreement, was done deliberately and with malice by Attorneys
26 Kristen Gallagher and Joseph Gutierrez, together with their respective
27 firms. This destructive disclosure was done in collusion to harm the
28 Plaintiff. sanctions, fees, expenses, and injunctive relief, including

RENE SHERIDAN, AN INDIVIDUAL; GOFF PRODUCTIONS, LLC; RUDOLF SEDLAK, AND
INDIVIDUAL AND ROE CORPORATION

1 all Attorney's fees and outstanding bills, should be awarded the
2 Plaintiffs, as justice and the Confidentiality Clause in Section 5 (5.1),
3 requires.
4 (Exhibit "7").

5
6 Also within the redlined version of the negotiation of terms, directly
7 after the uncontested Confidentiality Clause (5.1), in Section 6's Non-
8 Disparagement clause, (6.1), (Exhibit "7"), another conflict existed. The
9 original version written by Defendant Attorney Kristen Gallagher states
10 in the last paragraph; "In the event of a breach of any of the foregoing
11 obligations contained in this paragraph, the Party adjudicated to be in
12 breach shall pay to the other Party, as liquidated damages, ten thousand
13 dollars (\$10,000.00) and shall be responsible for any other damage
14 sustained by the non-breaching Party".

15
16 On September 27th, 2018, after reading the aforementioned clause, I wrote
17 an email to our former Attorney Steven Knauss, asking a number of
18 questions that Mr. Knauss answered. (Exhibit "8") In last paragraph of
19 this email Mr. Knauss States; "For example, their "liquidated damages"
20 clause for defamation is not required, but they want it in. My advice: if
21 you don't plan on defaming Goff, leave it in. It won't sacrifice any of
22 your rights. And use that concession to keep in default provisions in
23 1.3. They get something; we get something".

24 On September 28th, 2018 I wrote an email in answer to what I referred to
25 as this naive statement, asking if Mr. Knauss "was serious?". I asked him
26 to "take into consideration graham McClusky,"9Internet tech expert,
27 alleged pedophile and simply insert a defatory statement in any number of
28 social media platforms under the pseudonym "Rene Sheridan, and

RENE SHERIDAN, AN INDIVIDUAL; GOFF PRODUCTIONS, LLC; RUDOLF SEDLAK, AND
INDIVIDUAL AND ROE CORPORATION

1 Goff retaliates in court for the thrill of harassment and a
2 \$10,000 reward. Please explain to me, how your clients are
3 protected from this eventuality". I closed my email with this
4 statement to our former attorney, Steven Knauss;
5 "Once again Steven, I struggle to be forgiving and diplomatic, but
6 I have personally witnessed your capitulation to Gallagher with
7 the excuse that she was "severe". How can you negotiate at this
8 critical juncture with this crippling deficit in your negotiation
9 skills? Rene and I are in agreement that Joseph, (Gutierrez),
10 should take over in any further negotiations with Gallagher,
11 please honor this request".
12 Our former Attorney Joseph Gutierrez did not honor our request,
13 but instead kept Steven Knauss in our case to damage the
14 Plaintiffs, which is what Mr. Knauss continued to do. (Exhibit "8")

15
16 9. **ATTORNEY'S MATERIAL BREACH**

17
18 The Defendant's Attorneys and the Plaintiff's Attorneys, together
19 with their respective firms, separately and in collusion violated
20 the fundamental Material Term of Confidentiality clearly stated in
21 Material Terms Agreement (Agreement), that both Attorneys are now
22 attempting to enforce as a completed and agreed Settlement
23 Agreement. This Material Breach, that exposed the monetary sums
24 and terms agreed, without the legal necessity and protection of
25 redaction has/will damage the Plaintiffs to the extent that the
26 agreed Material Terms must now be deemed invalid by the Court.
27 (Exhibit "9"), (a), (b) & (c).
28

RENE SHERIDAN, AN INDIVIDUAL; GOFF PRODUCTIONS, LLC; RUDOLF SEDLAK,
AND INDIVIDUAL AND ROE CORPORATION

1 To quote Defense Attorney Kristen Gallagher in her REPLY in
2 Support of her MOTION TO ENFORCE SETTLEMENT AGREEMENT, (Reply,
3 Section 5, 5.1;

4
5 **CONFIDENTIALITY**

6 "The confidentiality of this Agreement is an essential term and
7 any unauthorized disclosure by any Party and/or its agents shall
8 constitute a breach of this Agreement by such Party.

9 "The existence and terms of this Agreement are strictly
10 confidential and the Parties and their respective counsels shall
11 not disclose the facts or contents of this Agreement". Further
12 stating; "The Parties understand and agree that money damages
13 would not be sufficient remedy for any breach of this Section of
14 this Agreement, and any Party not in breach of the obligations set
15 forth in this Section, shall be entitled to seek injunctive or
16 other equitable relief to remedy or forestall any such breach or
17 threatened breach".

18 As the exhibits and Confidentiality Clause above evidence, both
19 Attorneys violated the Material Terms of what could have been an
20 Agreement, effectively voiding it and destroying one year of
21 costly litigation and expense. When the Plaintiffs asked for a
22 copy of their OPPOSITION TO ENFORCE the version that was sent did
23 not include the hastily tacked-on version of the breach, only
24 after repeated requests was it revealed to the Plaintiffs. I was
25 made aware of our former Attorney's breach in a phone call from
26 our former Attorney Joseph Gutierrez while in route to the Hearing
27 on October 29th, 2018, the date the Plaintiffs fired our Attorney.

28
RENE SHERIDAN, AN INDIVIDUAL; GOFF PRODUCTIONS, LLC; RUDOLF SEDLAK, AND
INDIVIDUAL AND ROE CORPORATION

MEETING OF THE MINDS COLLUSION

10.

The Plaintiff's former Attorney, in collusion with the Defendant's Attorney have purposely inserted the contractual term, "meeting of the minds" into the Plaintiff's OPPOSITION TO ENFORCE, in order to undermine the validity of the Plaintiff's accurate account, in that what we had agreed in regards to the original Material Terms, was an unenforceable agreement to agree.

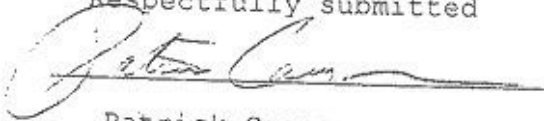
Plaintiff's former Attorney, Joseph Gutierrez, pleaded ignorance to the meaning of the term "agreement to agree", **insisting** that "meeting of the minds" be used instead. Plaintiff Rene Sheridan had to literally send the legal definition directly to Mr. Gutierrez, who ignored his Plaintiff's instruction. (Exhibit "10").

As orchestrated, Defendant's Attorney Kristen Gallagher, seized upon the term "meeting of the minds", and is currently attempting to use the term as evidence that the Parties had a binding contract.

11. I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information and belief.

DATED this 2nd day of January, 2019.

Respectfully submitted



Patrick Cannon

RENE SHERIDAN, AN INDIVIDUAL; GOFF PRODUCTIONS, LLC; RUDOLF SEDLAK, AND
INDIVIDUAL AND ROE CORPORATION

EXHIBIT 1



Steven Knauss- Rule 16 conference

FYI- (confidential)-

From: rsheridan34@aol.com
Date: January 8, 2018 at 4:47:14 PM PST
To: sgk@mgalaw.com
Cc: jag@mgalaw.com
Subject: correction- Sheridan v. Goff, et al. - Rule 16 conference

Steven,
Do not agree to any parameters of discovery prior to the hearing scheduled 29 January 2018- the hearing was set by the judge to set these parameters- review the judge's decision of 14th December 2017- discuss with me before anything is agreed with Gallagher-

Rene Sheridan
E: rsheridan34@aol.com
M: (310) 422-9944

Attachments: 1
To: Steven Knauss
From: Rene Sheridan
Date: January 8, 2018

Attachments: 1

EXHIBIT 2

Steven D. Grierson

1 **ORDR**

2 G. MARK ALBRIGHT, ESQ.

3 Nevada Bar No. 1394

4 JORGE L. ALVAREZ, ESQ.

5 Nevada Bar No. 14466

6 **ALBRIGHT, STODDARD, WARNICK & ALBRIGHT**

7 801 South Rancho Drive, Suite D-4

8 Las Vegas, Nevada 89106

9 Tel: (702) 384-7111

10 Fax: (702) 384-0605

11 gma@albrightstoddard.com

12 ila@albrightstoddard.com

13 *Attorneys for Plaintiffs*

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

16 RENE SHERIDAN, an individual; and
17 GOROCK, LLC, a Delaware limited liability
18 company

19 Plaintiffs,

20 vs.

21 GINA GOFF, an individual; GOFF
22 PRODUCTIONS, LLC, a California limited
23 liability company, SENIOR MOMENT MOVIE,
24 LLC, a California limited liability company;
25 RUDOLF SEDLAK, an individual; DOES I-X,
26 inclusive; and ROE CORPORATIONS I-X,
27 inclusive

28 Defendants.

CASE NO. A-17-756902-B
DEPARTMENT NO. 13

**ORDER DENYING DEFENDANT
RUFOLF SEDLAK'S MOTION TO
DISMISS WITHOUT PREJUDICE AND
ORDER ON PLAINTIFFS'
COUNTERMOTION FOR LIMITED
JURISDICTIONAL
DISCOVERY**

Defendant Rudolf Sedlak's Motion to Dismiss for Lack of Personal Jurisdiction, and Plaintiffs' Countermotion for Limited Jurisdictional Discovery, came before the Court on October 23, 2017. Plaintiffs appeared by and through G. Mark Albright, Esq. and Jorge L. Alvarez, Esq. of the law firm of Albright Stoddard Warnick & Albright. Rudolf Sedlak appeared by and through Kristen Gallagher, Esq. of the law firm of McDonald Carano LLP.

1 The Court, having considered the motions, and the opposition and reply briefs, the pleadings
2 and papers on file with the Court, as well as considering the oral arguments of counsel, and good
3 cause appearing therefor,

4 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows


5 1. Plaintiffs' First Amended Complaint ("Complaint") contains allegations of certain
6 actions (the "alleged actions") by Defendant Rudolf Sedlak which occurred outside Nevada, but
7 which were directed at and caused harm to SENIOR MOMENT MOVIE, LLC, a California limited
8 liability company, and Plaintiffs' ownership interests therein.

9 2. The Court DENIES Defendant Rudolf Sedlak's Motion to Dismiss for Lack of
10 Personal Jurisdiction without prejudice, pending jurisdictional discovery.

11 3. The Court GRANTS Plaintiffs' Countermotion for Limited Jurisdictional Discovery,
12 permitting Plaintiffs to conduct certain limited jurisdictional discovery as to Defendant Rudolf
13 Sedlak's alleged actions directed towards Plaintiffs' alleged Nevada assets and the harm caused
14 thereby as alleged in the Complaint, so the Court can thereafter reconsider a new Motion to Dismiss
15 should Defendants elect to do so.

16 4. Because the parties are unable to agree upon the length (Plaintiffs are seeking 90-
17 days and Defendant 45-days) and scope of discovery (location of depositions) at this time, the length
18 and scope of limited jurisdictional discovery shall continue to be discussed between the parties and
19 if any dispute arises that cannot be resolved after a good faith effort to meet and confer, either party
20 may seek relief from the Court.

21 **IT IS SO ORDERED** this 14th day of December, 2017.

22 
DISTRICT COURT JUDGE

23 Respectfully submitted by:

24 ALBRIGHT, STODDARD, WARNICK
25 & ALBRIGHT

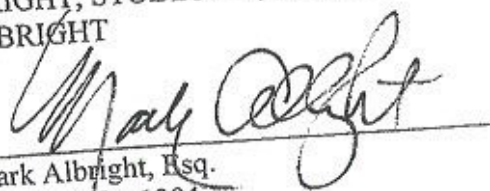
26 By 
27 G. Mark Albright, Esq.
28 Nevada Bar No. 1394
Jorge L. Alvarez, Esq.

EXHIBIT 3

16 Jurisdictional Discovery, right?

17 MR. KNAUSS: Correct.

18 THE COURT: Okay. Go ahead.

19 MR. KNAUSS: The argument is actually very simple and
20 straightforward, that there's a single word that needs to be changed.
21 It's "California" when it should be "Nevada." At issue in this case --
22 it's going to be elicited all throughout discovery -- is the distinction
23 between Nevada and California. It is critical that that distinction --

24 THE COURT: And this is an order that was submitted by
25 Plaintiffs' counsel, right?

Page 10

1 MR. KNAUSS: Correct.

2 THE COURT: Right. Okay.

3 MR. KNAUSS: Keep going?

4 THE COURT: Right.

5 MR. KNAUSS: The distinction --

6 THE COURT: In other words, it was a mistake that was
7 made --

8 MR. KNAUSS: Yes.

9 THE COURT: -- in the submission of the order?

10 MR. KNAUSS: Correct. And reviewed and approved the
11 content by opposing counsel and submitted and signed. It's -- our
12 position is it was an easily grammatical -- it was an easy grammatic
13 oversight that simply didn't really say with specificity which state the
14 entity that was harmed and my client is filing a complaint against
15 should be listing. And for us that needs to be Nevada. It's surprising
16 there even is such a pushback.

17 The language, the sentence itself, doesn't even make any
18 sense. I'll even read it: A California limited liability --

19 THE COURT: No. I understand. It refers to a California
20 entity.

21 MR. KNAUSS: Right. When the distinction -- and it's hard
22 because it's easy to just start saying an LLC over and over and over
23 again, but we need to be clear that we were talking about a Nevada
24 entity at one time, one that was wrongfully converted, as we alleged,
25 to a California entity, and what actions took place at different times.

MSJ 144

EXHIBIT 6

34-#6

The parties have agreed to the following material terms to be formalized in a settlement agreement:

[REDACTED] total settlement payment to be paid by SMM, LLC with the following payment schedule:

- [REDACTED] to be paid upon all parties' execution of the settlement agreement
- [REDACTED] ("Final Payment") to be paid within 60 days of all parties' execution of the settlement agreement

Defendants waive the \$11,217.88 payment of costs owed to defendants by plaintiffs;

At the time the settlement agreement is executed, Plaintiffs will execute and deliver to defendants' counsel a stipulation of dismissal with prejudice all claims against defendants prior to SMM, LLC's final payment of [REDACTED];

At the time the settlement agreement is executed, Plaintiffs will execute and deliver to defendants' counsel a stipulation of dismissal of their appeal against Rudolf Sedlak prior to SMM, LLC's Final Payment;

Defendants will submit the stipulations of dismissal on the same date the Final Payment is remitted to Plaintiffs;

The settlement agreement shall contain a 30-day notice and period to cure any failure of SMM to pay the Final Payment within 60 days of all parties' execution of the settlement agreement;

Within 5 calendar dates of all parties' execution of the settlement agreement, Plaintiffs shall withdraw their NV SOS complaint and agree not to further prosecute;

Full release by Plaintiffs of all claims and worldwide media rights related to or arising from the project that were, could be or could have been asserted;

Non-disparagement/defamation clause;

Confidentiality clause;

Gina Goff and Goff Productions, LLC will waive any rights in and to the following film projects: [REDACTED]

Plaintiffs waive all rights in and to the following projects: [REDACTED]

~~Submit to Final Settlement Agreement that includes indemnification~~

For Plaintiffs: [Signature]

For Defendants: [Signature]

EXHIBIT 7

directors, managers, partners, employees, representatives, heirs, executors, administrators, families, agents, accountants, trustees, and legal counsel, and each of them, in all capacities, including individually, from and against any and all claims, allegations, counterclaims, demands, causes of action, damages, losses, debts, obligations, suits, costs, expenses, fees (including, but not limited to, attorneys' fees and expert witness fees), and liabilities of any kind whatsoever, upon any legal or equitable theory of any jurisdiction, whether known, unknown, contractual, tortious, common law, statutory, federal, state, local, or otherwise, in the United States and throughout the world, whether known or unknown, whether ripe or not ripe, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, which any Party has or may have had since the beginning of time, by reason of any matter, cause, or thing whatsoever arising out of or relating to the Litigation, Appeal, the Sedlak Secretary of State Complaint, the Goff Secretary of State Complaint, the SMM Secretary of State Complaint and/or the settlement conference and this Agreement, or any facts, events or conduct that was actually alleged, or that may or could have been alleged, related to the Litigation, the Appeal, the Sedlak Secretary of State Complaint, the Goff Secretary of State Complaint, the SMM Secretary of State Complaint and/or the settlement conference and this Agreement or the Appeal.

4.2 Representations and Warranties. The Parties represent and warrant that each Party, on behalf of itself and its respective past, present and future owners, shareholders, investors, parents, subsidiaries, predecessors, successors, assigns, divisions, units, officers, directors, employees, contractors, agents, attorneys, representatives, heirs, executors, or any other party claiming rights by, through, or under each Party, has made no assignment or transfer of any rights, claims, allegations, counterclaims, demands, causes of action, damages, losses, debts, obligations, suits, costs, expenses, fees (including, but not limited to, attorneys' fees and expert witness fees), and/or liabilities of any kind whatsoever, upon any legal or equitable theory of any jurisdiction, whether known, unknown, contractual, tortious, common law, statutory, federal, state, local, or otherwise, in the United States and throughout the world, whether known or unknown, whether ripe or not ripe, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, which any Party has or may have had since the beginning of time, by reason of any matter, cause, or thing whatsoever arising out of or relating to the Litigation, Appeal, the Sedlak Secretary of State Complaint, the Goff Secretary of State Complaint, the SMM Secretary of State Complaint and/or the settlement conference and this Agreement, or any facts, events or conduct that was actually alleged, or that may or could have been alleged, related to the Litigation, the Appeal, the Sedlak Secretary of State Complaint, the Goff Secretary of State Complaint, the SMM Secretary of State Complaint and/or the settlement conference and this Agreement to any third party.

SECTION 5. CONFIDENTIALITY

5.1 Confidentiality. The terms of this Agreement are strictly confidential and the Parties and their respective counsel shall not disclose the facts or contents of this Agreement except if: (i) ordered by a court; (ii) in response to a subpoena, order or other request for information received from any government agency or self-regulatory organization; (iii) otherwise required by law; (iv) necessary for disclosures to the parties' affiliates, lawyers, employees,

partners, tax advisors, and/or accountants; or (v) necessary to carry out and/or enforce the terms of this Agreement. In the event that disclosure is made to the persons identified in (i)-(v), the Party making the disclosure must advise the third-party to whom disclosure is made of the existence and requirements of this confidentiality provision and shall request that the person to whom disclosure is to be made be bound by the confidentiality requirements herein. Should any Party be subject to subpoena, the scope of which directs disclosure, the recipient of such subpoena shall immediately notify the other Parties and also shall timely seek a protective order from the issuing court, protecting the confidentiality of this Agreement. The confidentiality of this Agreement is an essential term and any unauthorized disclosure by any Party and/or its agent shall constitute a breach of this Agreement by such party. The Parties understand and agree that money damages would not be a sufficient remedy for any breach of this Section of this Agreement, and any Party not in breach of the obligations set forth in this Section, shall be entitled to seek injunctive or other equitable relief to remedy or forestall any such breach or threatened breach. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other rights and remedies available at law or in equity.

SECTION 6. NON-DISPARAGEMENT

6.1 Non-Disparagement. Each Party, from the ~~Effective Date forward~~ date of Plaintiffs receipt of the Final Payment, shall not make any disparaging statements about any other Party, nor shall they make any statements attacking the reputation, veracity, capabilities, professionalism or workmanship of the other Parties to any third party, including on any blog, online social network and/or on any other website, whether the identity of the person making such disparaging remarks is revealed or such comments are made anonymously. The Parties further agree that they will not take any action or participate in any individual or concerted activities involving any communications, oral or written, electronic, or in hard copy, whether on the internet or other electronic media, with any person or entity that would disparage or injure the reputation or discourage or interfere with the business of another Party. This provision includes, without limitation, the agreement of the Parties not to instigate or voluntarily participate in any third parties' attempts to sue, claim, or otherwise make demand upon another Party based on the claims released in Section 4.1 above. ~~In the event of a breach of any of the foregoing obligations contained in this paragraph, the Party adjudicated to be in breach shall pay to the other Party, as liquidated damages, ten thousand dollars (\$10,000.00) and shall be responsible for any other damage sustained by the non-breaching Party.~~

SECTION 7. FILM PROJECT WAIVERS

7.1 Defendants' Waivers. Goff and Goff Productions hereby waive any rights in and to the following projects, including any and all successor names: [REDACTED]

7.2 Plaintiffs' Waivers. Plaintiffs hereby waive all rights in and to the following projects, including any and all successor names: [REDACTED]

EXHIBIT 8



Patrick Cannon <hotopix@gmail.com>

Gallagher- Gutierrez- Knauss- Recent red-lined Agreement 9-27-18

1 message

Sep 27, 2018 at 7:00 AM

-----Original Message-----

From: Patrick Cannon <hotopix@gmail.com>

To: Steven Knauss <sgk@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; rsheridan34 <rsheridan34@aol.com>

Sent: Fri, Sep 28, 2018 7:33 am

Subject: Re: Recent red-lined Agreement 9-27-18

Steven,

I am struggling to be diplomatic in my response to you in regards to your advice that includes the innocuous and naïve statement concerning the liquidated damages clause in the Agreement, wherein you state, "my advice if you don't plan on defaming Goff, leave it in". Are you being serious? I want you to take a moment to consider that Graham McClusky, or any number of others can simply insert a defamatory statement in any number of social media platforms under the pseudonym "Rene Sheridan", and Goff retaliates in court for the thrill of harassment and a \$10,000 reward. Please explain to me, how your clients are protected from this eventuality.

As far as Gallagher's efforts to stall the execution of our Agreement with endless and pointless red-lining, consider your own words,

"(my) revisions speak for themselves", and "are not unreasonable and consistent with the rough draft". For this reason we should stop negotiating and start dealing with the consequences and alternatives, we have submitted our final draft, this is a billing mill and nothing more, and as I have stated before, voiding this Agreement is unacceptable, I hope that is clear enough for you.

Once again Steven, I struggle to be forgiving and diplomatic, but I have personally witnessed your capitulation to Gallagher with the excuse that she was "severe". How can you negotiate at this critical juncture with this crippling deficit in your negotiation skills? Rene and I are in agreement that Joseph should take over in any further negotiations with Gallagher, please honor this request.

Patrick

On Thu, Sep 27, 2018 at 3:13 PM Steven Knauss <sgk@mgalaw.com> wrote:

See comments in red below.

Steven G. Knauss | Associate
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
sgk@mgalaw.com | www.mgalaw.com

EXHIBIT 9

From: Joseph Gutierrez <jag@mgalaw.com>

Sent: Tuesday, October 2, 2018 3:05 PM

To: Steven Knauss <sgk@mgalaw.com>; Amanda Yen <ayen@mcdonaldcarano.com>; Kristen T. Gallagher <kgallagher@mcdonaldcarano.com>

Subject: RE: Sheridan v Goff -- Settlement Discussion

I will also add that many of the disagreements stem from what will occur in the event of a breach by Defendants for non-payment of the settlement.

I proposed wording the agreement for a lump sum payment at the time of the fully executed agreement, however, you declined that option.

We are at an impasse on the terms regarding indemnity, remedies for breach of the settlement agreement, and when dismissal of the case/SOS complaint will be completed.

Joseph A. Gutierrez

MAIER GUTIERREZ & ASSOCIATES

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Tel: 702.629.7900 | Fax: 702.629.7925

jag@mgalaw.com | www.mgalaw.com

From: Steven Knauss

Sent: Tuesday, October 02, 2018 3:00 PM

To: Amanda Yen <ayen@mcdonaldcarano.com>; Kristen T. Gallagher <kgallagher@mcdonaldcarano.com>

Cc: Joseph Gutierrez <jag@mgalaw.com>

Subject: Sheridan v Goff -- Settlement Discussion

Quick recap of our discussion today:

- Material terms have been agreed upon by both parties.
- However, the current conflict rests with contingencies in between the first payment of \$5k and the final payment of \$280k (to be made 60 days after execution of the settlement). With 98% of the balance still owed to Plaintiffs, Defendants are looking for Plaintiffs to fully perform all their contractual obligations.
- Defendants can provide no assurance they have funds available to pay the final payment. As a result, Plaintiffs have no confidence Defendants will fulfill their final payment obligation after Plaintiffs dismiss/withdraw their claims.
- Defendants state they will comply with the material terms of the agreement. Any assurances or security is unnecessary.
- With parties at an impasse, Defendants will file a motion to enforce.

Steven G. Knauss | Associate

MAIER GUTIERREZ & ASSOCIATES

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

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EXHIBIT 10



8.

Patrick Cannon <hotopix@gmail.com>

25 Oct 2018- Joseph Gutierrez- Opposition and Reply

2 messages

rsheridan34@aol.com <rsheridan34@aol.com>
To: hotopix@gmail.com

Fri, Nov 2, 2018 at 7:31 AM

FYI- (confidential)-

-----Original Message-----

From: Joseph Gutierrez <jag@mgalew.com>
To: hotopix <hotopix@gmail.com>
Cc: rsheridan34 <rsheridan34@aol.com>
Sent: Thu, Oct 25, 2018 5:50 pm
Subject: Re: Opposition and Reply

8.

Patrick,

1. Yes. Denton could find the Material Terms that were signed to be a binding agreement.

2. Not sure what you mean by an Agreement to Agree. There is no such term in contract law and it does not have any legal significance. The meeting of the minds on the terms in the Material Terms is the correct language as we are not disputing that we did not agree to those terms. We are saying that the Material Terms as written also includes full indemnity and requires full payment before the case is dismissed.

These are straightforward issues that the court should see and understand that we are simply trying to ensure Defendants abide their side of the agreement, which includes full indemnity and payment of the entire amount for dismissal of the case.

Sent from my iPhone

> On Oct 25, 2018, at 5:43 PM, Patrick Cannon <hotopix@gmail.com> wrote:

>

> Joseph,

> Before I assemble my suggestions regarding your Oral arguments I need to know your thoughts on the following:

> 1. Can, in your opinion, Judge Denton rule that the Material Terms that were signed in Judge Segel's presence, be considered a binding contract in and of itself?

> 2. As you know, Rene objected to the terms "Meeting of the Minds" and "Concede" at our telephone conference yesterday. Now Gallagher is seizing upon those very terms to make her case. Do you believe Judge Denton could agree that those two terms alone make the Material Terms THE binding contract.

> Why did you use the legal term "Meeting of the Minds" instead of "an Agreement to Agree"?

> Please answer these questions at your earliest convenience.

> Patrick

>

>

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

<https://mail.google.com/mail/u/0?ik=1ea515f8da&view=pt&search=all&permmsgid=thread-f%3A16160...>

MSJ-155

App 0199



Patrick Cannon <hotopix@gmail.com>

25 Oct 2018- Joseph Gutierrez- Agreement to Agree

5 messages

rsheridan34@aol.com <rsheridan34@aol.com>
To: hotopix@gmail.com

Fri, Nov 2, 2018 at 7:28 AM

FYI- (confidential)-

—Original Message—

From: rsheridan <rsheridan34@aol.com>
To: jag <jag@mgalaw.com>
Cc: hotopix <hotopix@gmail.com>
Sent: Thu, Oct 25, 2018 6:33 pm
Subject: Agreement to Agree

FYI- (confidential)-

<https://definitions.uslegal.com/>

Agreement to Agree Law and Legal Definition

An agreement to agree is an unenforceable agreement which implies to bind two parties in order to negotiate and enter into a contract, which is a proposed agreement negotiated with the intent that the final agreement will be embodied in a formal written document and that neither party will be bound until the final agreement is executed. An agreement to agree can also be a fully enforceable agreement containing sufficiently definite terms and adequate consideration, however leaving certain details to be worked out by the parties. Even though the parties expect to reach on an agreement regarding the missing terms, what they expect to happen on their failure to reach an agreement is often unclear. If they understand that there will be a contract with the missing term supplied as a matter of law, a question arises whether the agreement is one with open terms sufficiently definite to be enforceable or whether it is a mere unenforceable "agreement to agree."

Rene Sheridan

E: rsheridan34@aol.com
M: (310) 422-9944

<https://mail.google.com/mail/u/0?ik=1ea515f8da&view=pt&search=all&permthid=thread-f%3A16160...>

EXHIBIT “C”

June 14, 2023

Rene Sheridan
23823 Malibu Road #50-364
Malibu, CA 90265
Email: rsheridan34@aol.com

Re: "Senior Moment" Feature Film

Dear Ms. Sheridan:

We reviewed the sales estimates and the apparently regrettable operating results of the Feature Film "Senior Moment" starring William Shatner, Christopher Lloyd and Jean Smart.

This included the previously prepared Sales Estimates by Territory using the Take and Asking Price columns which resulted in a \$3,595,000 take or floor asking price. This was substantially above by a wide margin the actual results that were previously shared with the appropriate partners of this project.

With a cast including William Shatner ("Star Trek"), Christopher Lloyd ("Back to the Future") and Jean Smart ("Designing Women") we would have expected the film to generate greater results.

For instance, even if we discounted the above Sales Estimate Take number by 75 percent, that would result in \$898,750 in Gross Sales.

The potential results of the production, in my opinion, were hurt by a number of factors, not the least of which was the fact that production itself was wrested from Ms. Sheridan's 50% ownership and control.

The film's potential was further damaged by the absence of Ms. Sheridan's expertise and industry professional relationships. The unfortunate events that followed Ms. Sheridan's involuntary absence from her production duties resulted in an inferior production, poor sales and marketing.

Litigation itself is a detriment to the creative process and especially so in the entertainment business whose lifeblood is the ability to raise large sums of money from seasoned investors.

In short, those that invest in film want to see their investment dollar on the screen, not tied up in production delays and the additional costs of litigation.

Another detriment to the ability to raise funding for film projects would be any violation to the confidentiality of contracts that contain the necessary confidentiality clause that spell out the details of the films funding. This information is priority information, and must always be kept confidential

The poor sales and marketing efforts of the film as well as the misfortune and potential negative publicity suffered by the events and disclosures you mention in your letter and correspondence and in our opinion, this reduced the operating revenue of this film by several hundred thousand dollars at least.

Our company exhibits and sells feature films and documentaries at the major film markets across the world including the American, Berlin, Cannes and Hong Kong film markets and we have produced several motion pictures and distributed dozens of films now to all six major continents in the world.

Please let us know if we can provide any more information or if a detailed analysis of this motion picture project is required.

Thank you again and best regards,

A handwritten signature in blue ink, appearing to read "Steven Istock".

Steven Istock
President and CEO
California Pictures
5225 Wilshire Blvd Suite 900
Los Angeles, CA 90036
(323) 424 4066 office
(323) 847-9894 cell phone
www.calpictures.com

EXHIBIT “D”

Office: 201.488.1222
 Cell: 201.803.6464
 Fax: 973.556.1776
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 Hackensack, NJ 07601

Blog: legalmalpracticelawreview.com
 WWW: legalmalpractice.com

BENNETT J. WASSERMAN, ESQ.

Since 1985, ***LegalMalpractice.com, Inc.*** has evolved into a Professional Standards and Peer Review Organization to the legal profession and liability insurance industries. It consists of a consortium of recognized experts—practicing lawyers, law professors, forensic accountants and insurance industry professionals whose collective experience is coordinated to provide expertise in all matters concerning the law governing lawyers. Expert consulting and testimony is provided in the areas of legal malpractice, legal ethics, law firm billing standards and practices and attorney advertising compliance.

Bennett J. Wasserman founded ***LegalMalpractice.com*** and now serves as its Vice President and General Counsel. Over the past three decades he has litigated, arbitrated, mediated and served as a consulting or testifying expert in well over 1,500 legal malpractice, legal ethics, law firm billing and attorney advertising matters. He has been recognized as an expert in the law-governing-lawyers and on standards of care in the legal profession. He has testified in courts throughout the country, before disciplinary review boards and before state and federal legislative bodies. He has provided detailed studies and authoritative testimony to help legislative committees evaluate pending legislation that affects his areas of expertise. He is certified by the Supreme Court of New Jersey as a Civil Trial Attorney and he is a member of the Supreme Court’s *Ad Hoc* Committee on Attorney Malpractice Insurance. He is a Diplomat of the American Board of Professional Liability Attorneys and a member of its Board of Governors. He is licensed in New Jersey, New York and Pennsylvania. He has been continuously recognized by SuperLawyers, Best Lawyers, Avvo, (10.0) Martindale-Hubbell (AV) and the Bar Register of Pre-Eminent Lawyers.

In addition to his work at ***LegalMalpractice.com***, Ben serves as Special Professor of Law at Hofstra University School of Law, where he designed and teaches a full semester advanced course called “Lawyer Malpractice”. He regularly publishes in the New Jersey Law Journal and lectures to lawyer and industry groups on his areas of expertise. He also serves as Chairman of the Legal Malpractice Law department of a prominent law firm based in New Jersey and New York, where he prosecutes and defends substantial legal malpractice and ethics cases. He has appeared as an expert witness on behalf of the State of New Jersey in billing and legal malpractice cases and has represented publicly traded corporations and county and local governments in cases against their former lawyers and law firms, in which he has secured substantial recoveries for these private and public entities.

Over the years, Ben has served as expert or attorney of record in important landmark cases dealing with the law of legal malpractice, legal ethics, law firm billing standards and attorney advertising. Recently, he has developed new theories of lawyer liability stemming from abusive billings practices, breaches of fiduciary duty, and “botched settlements” and is actively prosecuting cases in those areas.

Ben can be reached at: benwasserman@legalmalpractice.com or at (201)803.6464.

BENNETT J. WASSERMAN
COUNSELOR AT LAW

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Hempstead, New York 11549

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http://legalmalpractice.com/corporate/ABOUT-US_cp7522.htm

<https://www.legalmalpracticelawreview.com/editorial-board/>

<https://www.dsslaw.com/our-firm/attorneys/bennett-wasserman/>

EXPERIENCE: Active participation in well over 1,000 legal malpractice and legal ethics cases as:

- (1) attorney of record for litigants;
- (2) consulting or testifying expert witness in transactional and litigation based matters in legal malpractice and legal ethics proceedings;
- (3) Special Professor of Law, Hofstra University Law School teaching advanced law students a full semester course entitled "Lawyer Malpractice" since 1990.
- (4) Founder and Editor-in-Chief, *Legal Malpractice Law Review*.

BAR ADMISSIONS: New York (1975), New Jersey (1976) and Pennsylvania (1983)
State and Federal Courts; Supreme Court of the United States.

CERTIFICATIONS: Supreme Court of New Jersey: Certified Civil Trial Attorney (1985);

American Board of Professional Liability Attorneys, Diplomate in Legal Malpractice (2012). (Member, Board of Governors)

RATINGS/HONORS:

AV™ - Martindale-Hubbell;

Bar Register of Preeminent Lawyers (Lexis/Nexis Martindale Hubbell);

Best Lawyers in America® 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018. (Legal Ethics and Professional Responsibility Law and Legal Malpractice Law);

The Best Lawyers in the United States (1985);

SuperLawyers® New Jersey for ten consecutive years: 2005 to 2018. (Professional Liability) (Thomson Reuters) Member, Blue Ribbon Panel.

"Lawyer of the Year, 2008"-- New Jersey Law Journal (Dec. 24, 2008) with co-counsel on *In re Opinion 39 of the Committee on Attorney Advertising*.

Member, Supreme Court of New Jersey, Ad Hoc Committee on Attorney Malpractice Insurance (2014-to date).

www.Avvo.com (10 out of 10, legal malpractice)

OCCUPATION:

Consulting Practice: LegalMalpractice.com, Inc.

(Hackensack, NJ) (1995 to date)

V.P. and General Counsel, Consultant to lawyers, law firms, and professional liability insurance companies on legal ethics and legal malpractice (plaintiff and defendant); qualified as expert witness by courts in the field of legal malpractice, legal ethics and law firm billing.

Law Practice: Davis Saperstein & Salomon, PC
(Teaneck, NJ and NYC),

Of Counsel and Chair, Legal Malpractice Law Section (January 2011 to date)

Academic: Hofstra University, Maurice A. Dean School of Law
Hempstead, New York (1990-2013; 2016-).

Special Professor of Law (in Lawyer Malpractice).

Editor-in-Chief, "*Legal Malpractice Law Review: Research, Resources and Expertise in the Law Governing Lawyers*" (Oct. 2009 to date). <http://www.legalmalpracticelawreview.com>

PRIOR EMPLOYMENT:

Stryker, Tams & Dill, L.L.P., (Newark, NJ and New York, NY) (2002-2010), Of Counsel.

Bennett J. Wasserman, A Professional Corporation, Hackensack, New Jersey (1983 to 2002)

Moderator, National Legal Malpractice Forum; Co-Moderator, N.J. Professional Liability Law Forum, Counsel Connect (on-line computer discussion groups for lawyers on professional liability.)

Partner and New Jersey counsel to Harry H. Lipsig, Esq., (Lipsig, Sullivan & Liapakis, P.C. New York, New York.) (1978 - 1983.)

Associate to Arnold B. Elkind, Esq., (Elkind, Lampson & Sable, Esqs., New York, New York), former Chairman of the National Commission on Product Safety (1974 - 1978.)

Merck & Co. (Merck Sharp & Dohme Div.); Professional Representative (pharmaceutical marketing) (1969-1971.)

Areas of Practice. Civil Litigation; Advocacy and Counseling in the law governing lawyers (legal malpractice, legal ethics; attorney advertising, attorney billing practices,) commercial transactions and commercial litigation; real estate litigation; real estate transactions, environmental law, family law, construction and land use and development, mortgage foreclosures; securities litigation; professional due diligence; health care law, medical liability; professional malpractice; commercial torts; general negligence; toxic torts; construction site accidents and construction defect litigation; railroad and product liability; employment law, intellectual property, wills, trusts and estates, bank and securities fraud.

Responsibilities: case strategy development and implementation, investigation, discovery, motion practice, appeals, overall management of major litigation and appellate cases. Alternate Dispute Resolution.

Lead counsel to public and close corporations, municipal entities and individuals in major legal malpractice actions arising from botched commercial litigation and transactions, securities, intellectual property, family law, health care law and financing, real estate law and financing, land use and development, wills, trusts and estates, employment law, patent and trademark law, family law, tort litigation, ineffective assistance of counsel in criminal defense and breach of fiduciary duty.

Serve as consulting and/or testifying expert on behalf of litigants, law firms, lawyers and professional liability insurers.

Serve as defense counsel designated by select professional liability carriers in major legal malpractice cases.

Served as defense counsel in product liability, personal injury cases on behalf of Tokio Marine Insurance Company, the largest Japanese liability carrier insuring companies such as Panasonic, Honda, Matsushita Electronics Corporation and other liability insurance carriers.

Expert witness in the law governing lawyers, including legal malpractice, legal ethics, lawyer advertising and law firm billing practices, including consulting, case strategy, expert witness affidavits of merit, reports, testimony in depositions, trial and arbitration venues.

**NOTEWORTHY MATTERS &
FREQUENTLY CITED DECISIONS:**

Cantone Research, Inc. et al. v. Michael R. Gardner, Esq. (App. Div. Docket No. A-2420-14T3, unpublished, Oct. 20, 2015) (Attorney of Record to Plaintiffs) (New Jersey has an interest in asserting jurisdiction over a Pennsylvania lawyer not authorized to practice law in New Jersey who gives advice to New Jersey residents and businesses on New Jersey securities law.)

In re Opinion 39 of the Committee on Attorney Advertising, 197 N.J. 66, 961 A.2d 722 (2008) (Attorney of Record-co-counsel for petitioners and intervenor/petitioners) wherein the N.J. Supreme Court declared two of its own Rules of Professional Conduct unconstitutional as violative of commercial free speech.

Carbis Sales, Inc. et al v. Eisenberg, et al., 397 N.J. Super. 64, 935 A.2d 1236 (App. Div., 2007) (liability of designated defense counsel to his insurance carrier, net opinion rule) (*Expert witness*)

Fiorentino v. Frank Rapoport, Saul Ewing, et. al, 693 A.2d 208 (Pa. Super.) app. denied. 1997 PA. 2323 (1997). (Negligence, contract and fiduciary duties of lawyer in commercial transaction) (*Expert witness*).

Huber v. Watson, 568 N.W.2d 787 (Sup. Ct. of Iowa, 1997) (litigation malpractice, failure to name appropriate parties in underlying asbestos suit) (*Expert witness*).

Vahila et. al. v. Charles D. Hall, III, et. al. 77 Ohio St.3d 421, 647 NE2d 1164 (1997) (Sup. Ct. of Ohio). (proving the case within a case in underlying criminal defense case with expert witness) (*Expert witness*).

Profit Sharing Trust v. Lampf, Lipkind, et al. 267 N.J. Super 174, 180, 630 A.2d 1191 (Law Div., 1993). (Fiduciary duty of law firm to refrain from prohibited transactions with client under RPC 1.8) (*Expert witness*).

Olds v. Donnelly, 291 N.J. Super. 222 (1996) *aff'd* 150 N.J. 424 (1997) (*Expert witness*) reverses *Circle Chevrolet Co. v. Giordano, Halleran & Ciesla* (which held entire controversy doctrine inapplicable to legal malpractice claims)

Estate of Re v. Kornstein, Veisz & Wexler, 958 F. Supp. 907 (SDNY 1997) (fiduciary duty of lawyer in the absence of negligence) (*Expert witness*).

Skłodowsky v. Lushis, 417 N.J. Super 648, 11 A.3d 420 (App. Div. 2011) (entire controversy doctrine does not bar subsequent legal malpractice action) (**Expert witness**)

Higgins v. Thurber, 413 N.J. Super. 1, 992 A.2d 50 (App. Div. 2010) (entire controversy does not bar subsequent legal malpractice action in an estate case) (**Consulting Expert to Plaintiff**);

Dinter v. Sears, Roebuck & Co., 278 N.J. Super. 521 (1995). (**Attorney of record**).

Kostick v. Janke, et al., 221 N.J. Super 37 aff'd 223 N.J. Super 311 (App. Div. 1988) (**Attorney of Record**).

PUBLICATIONS:

"*The Ubiquitous Detailman...*" 1 Hofstra Law Review 183-213 (1973) -- reprinted in Paul D. Rheingold, DRUG LITIGATION, 3rd Edition (1981), and in PRECLINICAL AND CLINICAL TESTING BY THE PHARMACEUTICAL INDUSTRY, 1975, Joint Hearings before the Subcommittee on Health and Administrative Practice and Procedure of the Committee on the Judiciary, United States Senate, 94th Congress, pages 1258-1280; cited in Dixon, TREATISE ON DRUG PRODUCT LIABILITY, s.6.10, et seq.

SYMPOSIUM ON PRODUCT LIABILITY AND SAFETY, Volume II, Hofstra Law Review (1974), (Articles Editor and Coordinator.)

LAWYERS LIABILITY REVIEW (Timeline Publishing Co., Inc.) (Member of Advisory Board.)

Author, Proposed Amendment to N.J.S.A. 2A:13-4, endorsed by the New Jersey State Bar Association and introduced into the NJ Senate and Assembly (S-1925 & A-3063, March, 1997).

Wasserman, *The Circle Chevrolet Fallout Continues: Problems the Supreme Court Did Not Solve*. 149 N.J.L.J. 320 (July 28, 1997).

Wasserman, *Expert Witnesses in the Legal Malpractice Case: The New Jersey Experience* (reprinted from Understanding Legal Malpractice - NJ Institute for Continuing Legal Education, Dec. 1997).

Wasserman, *Lawyer Malpractice: The Difference Between Life & Death*, (Opinion & Commentary, N.J. Law Journal, June 26, 2000).

Wasserman et ano., *Legal Ethics: Getting Down to the Reason for the Rule* (New Jersey Law Journal. N.J. Supreme Court Year in Review 1999-2000 - 9/4/00).

Wasserman et ano., *Legal Ethics: Making Things Clear* (New Jersey Law Journal. N.J. Supreme Court Year in Review 2000-2001 - 9/3/2001).

Wasserman et ano., *Legal Ethics & Malpractice: Third Party Escrow Funds, Entitled to Same Protection as Client Trust Funds*. (New

Jersey Law Journal. N.J. Supreme Court Year in Review, 2001-2002-9/2/2002..

Wasserman et ano., *Legal Ethics & Malpractice: Court Reaffirms American-Rule Exception to Enforce Fiduciary Duty* (New Jersey Law Journal, N.J. Supreme Court Year in Review, 2002-2003).

Wasserman, *Legal Ethics & Malpractice: 'Suit Within A Suit is Not Required'*, (New Jersey Law Journal, The State Supreme Court Year in Review, 2003-2004).

Wasserman, *Legal Ethics & Malpractice: Advice on Asset Protection Could Land Lawyers in Hot Water* (New Jersey Law Journal, The State Supreme Court Year in Review, 2004-2005).

Wasserman, *Legal Ethics & Malpractice: Missing Evidence Prompts Negative Inference* (New Jersey Law Journal, The State Supreme Court Year in Review, 2005-2006).

Wasserman, *Professional Malpractice: Where Were the Lawyers?, Aiding and Abetting Breach of Fiduciary Duty*, (New Jersey Law Journal, January 22, 2007.)

Wasserman, *Own Up to Mistakes*, (New Jersey Law Journal, The State Supreme Court Year in Review, 2006-2007.)

Wasserman, *Professional Malpractice: Holding Lawyers Accountable for Bad Settlements*. (New Jersey Law Journal, January 21, 2008) Professional Malpractice Supplement, (lead article)

Wasserman, *Way to Cut Quality of Lawyering: Cut Deadline for Malpractice Suits*, New Jersey Law Journal, Commentary, April 28, 2008).

Wasserman et ano., *The Enormity of Our Fiduciary Duty*, New Jersey Law Journal, The Supreme Court Year in Review, Legal Ethics and Malpractice, 2007-2008).

Wasserman, *Decries State Bar's Support for Shortening Legal Malpractice Statute of Limitations*, New Jersey Law Journal, December 8, 2008, "Voice of the Bar" p.12-13.

Wasserman, et ano., *Professional Malpractice: Two Views of the Saffer Fee-Shifting Rule: There is a Professional Duty to Support the Rule*, New Jersey Law Journal, January 19, 2009) p. 1.

Wasserman, *The Professional Services Business Enhancement Act: Myths, Realities and Prospective Problems*, Report to Members of the New Jersey General Assembly and Senate, January 28, 2009.

Wasserman, *What if Bernie Madoff Were a New Jersey Lawyer?*, New Jersey Law Journal, Commentary, May 11, 2009, p. 23.

Wasserman, et ano. *At the Crossroad of Constitutionally Protected Free Speech and the Rules of Professional Conduct*, New Jersey Law Journal, Supreme Court Year in Review Sept. 7, 2009).

Wasserman, et ano., *Mandatory Legal Malpractice Insurance: The Time has Come*. New Jersey Law Journal, Professional Malpractice Supplement, January 14, 2010.

Wasserman, *What if Goldman Sachs Were a New Jersey Law Firm?* New Jersey Law Journal, Commentary, May 17, 2010.

Wasserman, et ano. *Settle and Sue is Here to Stay*, New Jersey Law Journal, Supreme Court Year in Review, September 6, 2010).

Wasserman, et ano., *It is Reaffirmed: Entire Controversy Doctrine Does Not Bar a Subsequent Malpractice Action*. (New Jersey Law Journal, Supreme Court Year in Review, September 6, 2011).

Wasserman, et ano., *A Full Course Feast for the Law Governing Lawyers*. (New Jersey Law Journal, Supreme Court Year in Review, September 3, 2012).

Wasserman, *Recovering Damages in Legal Malpractice Cases*, (New Jersey Law Journal Professional Malpractice Supplement, January 21, 2013) (lead article).

Wasserman, *On Being an Expert Witness in Legal Malpractice Cases*, (N.J. Institute for Continuing Legal Education, March, 2013).

Wasserman, *Breach of Fiduciary Claims Under RPC 1.5 (a): Beware the "Sleeping Tiger"*. Chap 24 & 25 in PLI ETHICS IN CONTEXT: SUMMER 2013 (Practicing Law Institute, NYC, 2013)

Wasserman, *All Clients Deserve Protection from Professional Negligence, A Call for Universal Mandatory Legal Malpractice Insurance in New Jersey*. (New Jersey Law Journal: Professional Malpractice Supplement, January 20, 2014. (lead article). (Endorsed by the Board of Editors of the New Jersey Law Journal, Editorial, *Mandatory Insurance for Lawyers*, January 31, 2014)

Wasserman, et ano., *Judicial Integrity and Public Confidence Are Court's Primary Concerns This Term*, (New Jersey Law Journal, Supreme Court Year in Review, Legal Ethics and Malpractice Sept. 2014).

Wasserman, *Court Approves Lawyers' Use of Trade Names*, (New Jersey Law Journal, Supreme Court Year in Review, Sept. 24, 2015);

Wasserman, *Time to Say Good-bye to the 'Suit Within a Suit'*, (New Jersey Law Journal, Professional Malpractice Supplement, January 18, 2016).

Wasserman, *The 'Innes' Case: Another Reason to Keep 'Saffer v. Willoughby' Alive*, (New Jersey Law Journal, Commentary, May 16, 2016, p. 27).

WORK IN PROGRESS:

LAWYER MALPRACTICE: Curriculum, Cases & Materials
<http://www.legalmalpracticelawreview.com/articles/law-school-1/>

Legal Malpractice Law Review: Research, Resources and Expertise in the Law Governing Lawyers
<http://www.legalmalpracticelawreview.com>.

EDUCATION:

Hofstra University School of Law, Hempstead, N.Y.
-- J.D. *cum laude*, 1974.
-- Hofstra Law Review, Articles Editor.
-- Dean's Citation for Excellence in Trial Advocacy.
-- Class Rank: 13th of 165.

Hunter College, New York City.
-- B.A., 1968.; M.A., 1971.

BAR ASSOCIATIONS:

Association of Professional Responsibility Lawyers (APRL); Defense Research Institute; American Association of Justice (AAJ); New Jersey Association for Justice (NJAJ); American Bar Association; Center for Professional Responsibility; New Jersey State Bar Association (Member, Malpractice Insurance Committee, 1992-to 2000); Member, Entire Controversy Committee 1996-97; NJSBA Delegate to the American Bar Association National Legal Malpractice Conference of the Standing Committee on Lawyers' Professional Liability 1994 -98); New York State Bar Association; Bergen County Bar Association; New York County Lawyer's Association (Lawyer's Professional Liability Committee); Professional Liability Underwriting Society; New Jersey Association of Professional Mediators.

MISCELLANEOUS:

--Designed "LAWYER MALPRACTICE" course curriculum for law school level at Hofstra University School of Law, Hempstead, New York and other law schools.

--Testified before the United States Senate, Subcommittee on Health (Edward M. Kennedy, Chairman), regarding the need for improvement in the law pertaining to the marketing of pharmaceutical products (1974).

--Interviewed by trade journals concerning developments in product liability law (e.g., Chemical Business, February 8, 1982.)

--Served on Bar Association Committees studying topics in law and medicine and multi-state practice of law.

--Lectured before Bar Association and community groups on trial advocacy and legal ethics.

--Guest lecturer on legal malpractice at:

- University of Liverpool (Cayman Island) Law School (1995, '96, '98, '99, 2002)

- Rutgers University School of Law (Newark, New Jersey, 1996)
- New York Law School (New York, N.Y., April, 2006).
- Lecturer & Panelist "Avoiding Malpractice", Continuing Legal Education Program, Bucks County (PA.) Bar Association (November 1995.)
- Co-Moderator & Panelist, "The Malpractice Explosion", Lexis Counsel Connect on-line seminary (November 1995.)
- Moderator, "Circle Chevrolet: Pitfalls of Legal Malpractice", Counsel Connect on-line seminary (April-May 1996). Reprinted in New Jersey Law Journal Supplement July 1, 1996.
- Faculty, "Ethical and Legal Malpractice Considerations in the Electronic Information Revolution, ATLA-NJ Education Foundation (January 1997).
- Faculty, "Understanding Legal Malpractice", N.J. Institute for Continuing Legal Education. Topic: "Expert Witnesses in the Legal Malpractice Case". (December, 1997).
- Lecture, "The Impact of the Entire Controversy Doctrine on Legal Malpractice" Bergen County Bar Association (9/12/96)
- Lecture, "The Entire Controversy Doctrine: How Wide and How Deep the Black Hole?" Bergen County Bar Association (10/24/96).
- Lecture, "Pitfalls of Legal Malpractice" Bergen County Bar Association (11/29/2001)
- Lecture & Panelist, "Practical Aspects of *Circle Chevrolet's* Impact Upon Legal Malpractice Claims", New Jersey State Bar Association, Annual Meeting, (5/16/97).
- Lecture & Panelist, "Ethics for Litigators and Trial Lawyers", Conflicts of Interest, New York State Bar Association, CLE (November 4 & 18, 2005).
- Lecture & Panelist, 8th Annual New Jersey Trust & Estate Law Forum, 2006, "A Word to the Wise: Keeping Current on Trust and Estate Legal Malpractice Trends and Issues". New Jersey Institute for Continuing Legal Education, Sept. 13, 2006.
- Lecture, "When Ethical Violations Become Malpractice" ATLA-NJ Meadowlands Seminar, October 21, 2007;
- Lecture, "Ethics Here, Ethics There, Ethics, Ethics Everywhere (NJ State Bar Association Public Utility Law Committee/NJ Institute of Continuing Legal Education, April 9, 2010);
- Panel Member, "Teaching Tomorrow's Lawyers to Avoid Legal Malpractice: A Roundtable Discussion (American Bar Association,

National Legal Malpractice Conference, Washington, DC April 15, 2010).

--Panel Member & Presenter, "Is It Ethical"? (New Jersey Association for Justice, Meadowlands Seminar 2011, November 11, 2011).

--Lecturer, "Legal Malpractice: The Good, the Bad, the Future" (New Jersey Association for Justice, Meadowlands Seminar 2011, November 11, 2011).

--Lecturer, "Legal Ethics Violations and Legal Malpractice" (New Jersey Association for Justice, Meadowlands 2011, November 11, 2011).

--Lecturer and Panel Member, "Legal Ethics Update: 2012" (New Jersey Association for Justice, Meadowlands, 2012, November 16, 2012).

--Speaker, "2013 Legal Malpractice Update: Getting the Most out of your Expert". (N.J. Institute for Continuing Legal Education, March 16, 2013)

--Presenter, "Legal Malpractice: Getting the Most out of Your Expert Witness" (American Board of Professional Liability Attorneys, Annual Meeting, 2013, New Orleans, LA, April 26, 2013).

--Lecturer *Breach of Fiduciary Claims Under RPC 1.5 (a): Beware the "Sleeping Tiger"*. PLI ETHICS IN CONTEXT: SUMMER 2013 (Practicing Law Institute, NYC, August 13, 2013)

--Presenter, "*To Be or Not to Be: The Legal Malpractice Expert*" ASSOCIATION OF PROFESSIONAL RESPONSIBILITY LAWYERS (APRL), February 2, 2015 (Houston, TX)

-Presenter, "*Preventing, Asserting and Responding to Legal Malpractice Claims*", Seton Hall University Law Circuit Review, February 10, 2015.

Commentator, "*Lawyers as Targets: Suing, Prosecuting and Defending Lawyers*" Institute for the Study of Legal Ethics, Maurice A. Deane School of Law, Hofstra University, April 1, 2015

--Featured in Forbes Magazine, May 22, 2006 (On the Docket: "Getting Theirs")

--Appeared on radio talk shows with Barry Farber and television documentaries with Geraldo Rivera concerning cases of public interest relating to tort law.

--Received newspaper coverage on numerous matters being actively litigated in the courts.

--On-going participation in continuing legal and alternate dispute resolution education courses.

--Founded the Multi-State Bar Association, an organization seeking to foster the growth of the multi-state practice of law.

--Awarded "Distinguished Alumni Medal" Hofstra University Law School, June 1985.

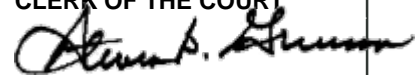
--Personal interest in environmental law, municipal finance, municipal bonds, securities and bank fraud and related legal and investment issues.

--Real Estate Broker, State of New York (Lic. # 691079).

REFERENCES:

--Upon request.

EXHIBIT L



JUDG
JOSEPH A. GUTIERREZ, ESQ.
Nevada Bar No. 9046
JASON R. MAIER, ESQ.
Nevada Bar No. 8557
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Telephone: 702.629.7900
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jrm@mgalaw.com

*Former Attorneys for Plaintiffs/Counter-Defendants
Rene Sheridan and GoRock LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

RENE SHERIDAN, an individual; and
GOROCK, LLC, a Delaware limited liability
company,

Plaintiffs,

vs.

GINA GOFF, an individual; GOFF
PRODUCTIONS, LLC, a California limited
liability company, SENIOR MOMENT MOVIE,
LLC, a California limited liability company;
RUDOLF SEDLAK, an individual; DOES I-X,
inclusive; and ROE CORPORATIONS I-X,
inclusive,

Defendants.

AND RELATED COUNTERCLAIMS.

Case No.: A-17-756902-B
Dept. No.: XIII

JUDGMENT ON ATTORNEY LIEN

This matter came before the district court for a hearing on January 7, 2019, at 9:00 a.m., on the motion to adjudicate and enforce attorney lien filed by the law firm Maier Gutierrez & Associates, former counsel for Plaintiffs. The law firm Maier Gutierrez & Associates was represented by Jason R. Maier, Esq., and Joseph A. Gutierrez, Esq. Plaintiffs Rene Sheridan and GoRock, LLC, appeared pro per. Defendants Gina Goff, Goff Productions, LLC, and Senior Moment Movie, LLC, were represented by Kristin T. Gallagher, Esq., of the law firm McDonald Carano LLP.

1 The Court, having reviewed the pleadings and papers on file herein relative to the motion,
2 having heard the arguments made at the hearing, having taken the matter under advisement and further
3 reviewed the subject briefs, and for good cause appearing, hereby makes the following findings of
4 fact and conclusions of law:

5 1. Plaintiffs retained Maier Gutierrez & Associates (“MGA”) on December 19, 2017, to
6 represent them as counsel in the above-captioned matter. The engagement letter was reviewed by the
7 Court and provided Plaintiffs a reduced/blended hourly rate of only \$200.00 as opposed to MGA’s
8 prevailing hourly rates, plus a contingent success fee of \$25,000.00 from the gross amount recovered.

9 2. MGA now seeks to adjudicate its attorney lien in amount of \$119,666.58, to reduce the
10 same to judgment, and to satisfy the judgment from the settlement proceeds in this case.

11 3. Pursuant to NRS 18.015(6), the Court now adjudicates MGA’s attorney lien, as a copy
12 of the motion was served on all parties having appeared in the action, including Plaintiffs, and more
13 than five (5) days’ notice to all interested parties has already passed.

14 4. In Nevada, “the method upon which a reasonable fee is determined is subject to the
15 discretion of the Court,” which is tempered only by reason and fairness. *See Schuette v. Beazer Homes*
16 *Holding Corp.*, 121 Nev. 837, 124 P.3d 530 (2005); *University of Nevada v. Tarkanian*, 110 Nev. 581,
17 591, 594, 879 P.2d 1180, 1186, 1188 (1994).

18 5. In considering attorney fees, the Court must continue its analysis by considering the
19 amount requested in light of the facts enumerated by the Nevada Supreme Court in *Schuette, supra*,
20 and *Brunzell v. Golden Gate National Bank*, 95 Nev. 345, 349 (1969), namely, the advocate’s
21 professional qualities, the nature of the litigation, the work performed, and the result.

22 6. Pursuant to *Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33
23 (1965), the Court finds the applicable factors have been satisfied as follows:

24 a. Plaintiffs were represented by attorneys from MGA, which have been
25 representing individuals and businesses in complex commercial litigation cases since its inception
26 August 2011. Further, prior to opening MGA, the firm’s partners previously worked for law firms
27 such as GREENBERG TRAURIG and BECKLEY SINGLETON, among others. All of these firms are well
28 known in the Las Vegas legal community with a reputation for experienced and professional attorneys.

1 b. Complex commercial litigation cases are specialized and difficult by nature.
2 While there may be more technically complex matters, commercial litigation cases clearly require
3 attention to detail and an understanding of numerous claims, such as the claims asserted in this case:
4 wrongful conversion, trespass to personal property, civil theft, declaratory judgment, breach of the
5 implied covenant of good faith and fair dealing, unjust enrichment, intentional interference with
6 prospective business advantage, intentional interference with contractual relations, fraud, breach of
7 fiduciary duties, open account, accounting, defamation, slander per se, concert of action, and
8 injunctive relief. Additionally, counterclaims were asserted in this action, including: declaratory
9 relief, breach of fiduciary duty, breach of oral contract, breach of the implied covenant of good faith
10 and fair dealing, unjust enrichment, and fraudulent misrepresentation.

11 c. MGA's skill, time and attention given to this case was above average. The
12 preparation was thorough and complete. MGA spent numerous hours drafting pleadings, motions,
13 written discovery, taking depositions, reviewing documents, reviewing potential testimony and
14 discovery, among other tasks. Considering the amount of time and effort exerted by MGA, the fees
15 are clearly substantiated. Indeed, MGA's reduced/blended hourly rate of only \$200.00 for this case
16 is not only reasonable, but it is below what would typically be charged for the type of work performed
17 for similar litigation in the Las Vegas community.

18 d. After extensive discovery, MGA was successful in resolving this case at the
19 settlement conference. The Court is already aware of the terms of the confidential settlement in favor
20 of Plaintiffs. Based on the billing invoices submitted to the Court, MGA ultimately had to endure the
21 economic burden of litigating this case on behalf of Plaintiffs, and the efforts of MGA warrant an
22 award of the attorney fees and costs incurred.

23 7. The Court has reviewed the engagement letter as well as the billing invoices submitted,
24 and finds that Plaintiffs have not fulfilled their financial obligations to MGA.

25 8. MGA's motion is with merit and should be granted in all aspects therein with the
26 exception of the attorney fees and costs attributable to the motion to withdraw only. The attorney fees
27 (\$910.00) and costs (\$41.33) related to the motion to withdraw total \$951.33 and this amount will be
28 deducted from the total amount of sought by MGA. The remaining amount sought by MGA is both

1 reasonable and fair.

2 9. Therefore, the Court adjudicates the attorney lien in favor of MGA in the total amount
3 of \$118,715.25 and this amount is reduced to judgment. Pursuant to NRS 18.015(4)(a), this judgment
4 attaches to any verdict, judgment or decree entered and to any money or property which is recovered
5 on account of the suit or other action, including the settlement proceeds in this case.

6 Accordingly:

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the motion to adjudicate and
8 enforce attorney lien filed by Maier Gutierrez & Associates be, and the same is hereby, GRANTED
9 IN PART as stated above;

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that JUDGMENT is hereby
11 entered in favor of the law firm Maier Gutierrez & Associates and against Plaintiffs Rene Sheridan
12 and GoRock, LLC, in the total sum of \$118,715.25; and

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to NRS
14 18.015(4)(a), this judgment attaches to any verdict, judgment or decree entered and to any money or
15 property which is recovered on account of this suit or other action, including the settlement proceeds
16 in this case.

17 DATED this 23rd day of January, 2019.

18
19 
DISTRICT COURT JUDGE

20
21 Respectfully submitted,

22 **MAIER GUTIERREZ & ASSOCIATES**

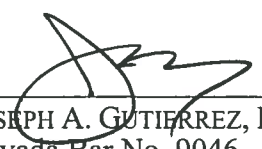
23 
24 _____
JOSEPH A. GUTIERREZ, ESQ.
25 Nevada Bar No. 9046
JASON R. MAIER, ESQ.
26 Nevada Bar No. 8557
8816 Spanish Ridge Avenue
27 Las Vegas, Nevada 89148
Former Attorneys for Plaintiffs/Counter-
28 Defendants Rene Sheridan and GoRock LLC

EXHIBIT M

Case Number: A-21-838187-C

1 schedule, is also attached hereto as **Exhibit A**.

2 DATED this 13th day of July, 2023.

3 LIPSON NEILSON P.C.

4 /s/ Jonathan K. Wong

5 By: _____
6 JOSEPH P. GARIN, ESQ. (NV Bar No. 6653)
7 JONATHAN K. WONG, ESQ. (NV Bar No. 13621)
8 9900 Covington Cross Drive, Suite 120
9 Las Vegas, Nevada 89144

10 *Attorneys for Defendants*

11 **CERTIFICATE OF SERVICE**

12 I hereby certify that on the 13th day of July, 2023, service of the foregoing
13 **DEFENDANTS' DISCLOSURE OF INITIAL EXPERTS PURSUANT TO NEV. R. CIV.P.**
14 **16.1** was made using the Odyssey E-Serve System for transmittal to the following E-File
15 and Serve registrants:
16

17 Rene Sheridan
18 23823 Malibu Rd., #50-364
19 Malibu, CA 90265
20 (310) 422-9944
21 rsheridan34@aol.com

22 *Pro Per Plaintiff*

23 /s/ Michele Stones
24 An Employee of LIPSON NEILSON P.C.

EXHIBIT A



Law Office of Rob Bare
150 Las Vegas Blvd N. #1812
Las Vegas, NV 89101
Direct: (702) 909-7732
Cell: (702) 250-3392
Email: rob@robbarelaw.com

July 13, 2023

Via email only to: jwong@lipsonneilson.com

Jonathan K. Wong, Esq.
Lipson Neilson
9900 Covington Cross Drive, Suite 121
Las Vegas, NV 89144-7052

Re: *Rene Sheridan v. Joseph Gutierrez, et al.*

Dear Mr. Wong:

You have asked me to provide an opinion as to whether either Maier Gutierrez & Associates (“MGA”), Joseph A. Gutierrez, Esq. (“Mr. Gutierrez”), Jason R. Maier, Esq. (“Mr. Maier”), and/or Steven G. Knauss, Esq. (“Mr. Knauss”) (MGA, Mr. Gutierrez, Mr. Maier, and Mr. Knauss are collectively referred to herein as “Defendants”), committed professional negligence/malpractice as alleged by Rene Sheridan (“Ms. Sheridan”) in the case titled *Rene Sheridan v. Joseph Gutierrez, et al.*, Case No. A-21-838187-C, in the Eighth Judicial Court for Clark County, Nevada (the “Lawsuit”).

My qualifications to render these opinions, as well as a list of all cases in which I have provided expert services, are contained in my Curriculum Vitae, which is attached to this letter as **Exhibit 1**. My opinions rely upon the representations contained in the documents provided to me, the list of which is attached as **Exhibit 2**, as well as representations made to me during my interviews with Mr. Gutierrez, Mr. Maier and Mr. Knauss. The rate I have charged for professional services rendered in the preparation of my opinion is \$650 per hour. The rate I will charge in the event testimony is needed will also be \$650 per hour.

For the reasons explained below, my opinion is that, based upon the information presented to me, Defendants did not commit professional negligence/malpractice in representing Ms. Sheridan.

I.

BACKGROUND FACTS

The case underlying the Lawsuit involved an action commenced in August 2017 by Ms. Sheridan and her company, GoRock, LLC (“GoRock”) (“Ms. Sheridan and GoRock are collectively referred to herein as the “Sheridan Parties”), against Gina Goff (“Ms. Goff”) and others (collectively referred to herein as the “Goff Parties”), in the case titled *Rene Sheridan et al. v. Gina Goff et al.*, Case No. A-17-756902-B, in the Eighth Judicial Court for Clark County, Nevada (the “Goff Action”). Ms. Sheridan initially retained the law firm of Albright, Stoddard, Warnick & Albright (“ASWA”) to represent the Sheridan Parties in the Goff Action.

The Goff Action concerned allegations that Ms. Goff, along with others, improperly deprived the Sheridan Parties of their interests in Senior Moment Movie, LLC (“SMM”).¹ These allegations included claims that Ms. Goff converted SMM from a Nevada entity to a California entity without Ms. Sheridan’s consent.

One of the defendants in the Goff Action, Rudolf Sedlak (“Mr. Sedlak”), apparently an investor in SMM, contested the Nevada court’s jurisdiction over him and filed a *Motion to Dismiss* on August 16, 2017. After a First Amended Complaint was subsequently filed, Mr. Sedlak filed a *Motion to Dismiss First Amended Complaint or, in the Alternative, Motion to Transfer Venue and Motion for Attorneys’ Fees Pursuant to NRS 18.010(2)* (“Motion to Dismiss”) on September 18, 2017. On October 3, 2017, Ms. Sheridan filed her *Opposition to Defendant’s Motion to Dismiss and Motion to Transfer Venue and Counter-Motion for Limited Discovery and Attorneys’ Fees Pursuant to N.R.S. 18.010(2)*.

On November 27, 2017, via minute order, the court denied Mr. Sedlak’s motion without prejudice and granted Ms. Sheridan’s countermotion for limited discovery. On or about December 14, 2017, ASWA moved to withdraw from the case. The withdrawal was granted that same day during a hearing concerning a motion to stay discovery.² At this hearing, the court noted that if the parties could not come to an agreement on the timeline for the limited discovery, an NRCP 16.1 conference would be held.

¹ My understanding is that SMM served as the company producing the movie titled “Senior Moment”, which starred William Shatner, Jean Smart and Christopher Lloyd, and was ultimately released in 2021 during the COVID-19 Pandemic.

² ASWA subsequently asserted a charging lien—in the amount of \$47,395.27—pursuant to NRS 18.015 on or about December 20, 2017.

On or about December 19, 2017, Ms. Sheridan retained MGA to represent her in the Goff Action. The fee agreement noted that MGA “has agreed to reduce and blend its hourly rate to \$200.00 for all timekeepers, including Partners, Associates, Paralegals and Legal Assistants” and “[i]f recovery is obtained, the Firm will receive a contingent success fee in this case of a flat rate of twenty-five thousand dollars (\$25,000) out of the gross amount recovered by Client[.]”

Apparently, MGA, after taking over the case, saw an issue with the court’s order regarding the Motion to Dismiss (regarding the characterization of SMM) that had been prepared by ASWA and filed with the court on December 14, 2017. As such, MGA filed a *Motion to Alter or Amend Order Entered on December 14, 2017* (“Motion to Amend”) on January 12, 2018.³ The Motion to Amend was subsequently opposed by the Goff Parties.

Meanwhile, the parties were unable to fully agree upon a discovery plan and an NRCP 16.1 Conference was held in the chambers of Eighth Judicial District Court Judge Mark Denton—the judge presiding over the Goff Action—on January 29, 2018. The court minutes for this conference note that MGA associate Steven Clough (“Mr. Clough”) appeared on behalf of the plaintiffs.⁴ During the NRCP 16.1 Conference, the court set a status-check hearing for February 15, 2018, regarding the submission of the required Joint Case Conference Report (“JCCR”), which would be vacated if the parties could agree on the content of the JCCR.

An agreement could not be reached regarding the contents of the JCCR. As such, on February 15, 2018, the court heard the Motion to Amend along with the parties’ arguments relating

³ I note that the order regarding the Motion to Dismiss was entered before MGA’s involvement in the Goff Action. As such, I do not understand Ms. Sheridan’s blaming MGA for any perceived errors in said order.

⁴ Ms. Sheridan’s Complaint (for the Lawsuit) alleges that it was Mr. Knauss who officially appeared at the NRCP 16.1 Conference in his gym clothes. During my interview with Mr. Knauss, he acknowledged that he was present at the conference in his gym clothes. Apparently, Mr. Knauss and Mr. Clough had gone to federal court earlier in the day to sit in the gallery and observe and support Mr. Maier and Mr. Gutierrez—MGA’s partners—at a hearing. Mr. Knauss attended the federal court hearing in gym clothes as he had planned to go to the gym after the hearing and then change clothes for the NRCP 16.1 Conference. However, by the time Messrs. Knauss and Clough left the federal court, there was insufficient time for Mr. Knauss to either go to the gym or to change clothes and Mr. Clough—who was also familiar with the Goff Action—stated that he would appear at the NRCP 16.1 Conference. Mr. Knauss thereafter sat in the gallery in Judge Denton’s courtroom. Judge Denton subsequently invited Mr. Knauss to also participate during the conference in his chambers. However, Mr. Clough—not Mr. Knauss—was the attorney of record at the NRCP 16.1 Conference.

to discovery concerning Mr. Sedlak. The court sided with MGA on the Motion to Amend and appeared to side with opposing counsel regarding the scope of discovery on the jurisdiction issue.⁵

Approximately two months later, on April 12, 2018, Mr. Sedlak filed a *Renewed Motion to Dismiss Plaintiffs' Amended Complaint Against Rudolf Sedlak for Lack of Personal Jurisdiction on Order Shortening Time* (“Renewed Motion to Dismiss”).⁶ The Renewed Motion to Dismiss was ultimately granted and the order for the same was entered on June 6, 2018. Although activity remained ongoing in the Eighth Judicial District Court for the Goff Action, most pertinent to this Lawsuit is that MGA filed the Notice of Appeal (of the order granting the Renewed Motion to Dismiss) on June 12, 2018. On June 26, 2018, the Nevada Supreme Court referred the appeal to a settlement conference that appears to have been held on or about August 30, 2018.

All the parties to the Goff Action were present at the settlement conference; although Sedlak was not physically present due to health-related issues, he had fully authorized his attorney, Kristin Gallagher, and Ms. Goff to negotiate on his behalf. The presiding settlement judge, Nelson Segal, apparently encouraged the parties to attempt a global settlement. After approximately eight-and-one-half hours of negotiations, the parties reached a global resolution. As is typical in settlement conferences, the material terms of the global settlement agreement were memorialized, in writing, at the conclusion of the settlement conference.

What remained afterwards was for the parties to draft a formal settlement agreement based upon the material terms reached at the settlement conference. From my understanding, MGA prepared the initial draft within a week of the settlement conference, and the parties thereafter began exchanging drafts with proposed revisions.

During this time period, Ms. Sheridan, through her agent, Patrick Cannon (“Mr. Cannon”) attempted to pressure MGA to not only substantially reduce its attorney’s fees to \$50,000 overall. Further, Mr. Cannon also wanted MGA resolve ASWA’s lien from this \$50,000 amount. Mr. Cannon’s basis for the same was that the settlement amount was substantially less than their initial position, which was supposedly \$9 Million. This was done via email dated September 3, 2018.

///
///
///

⁵ These rulings appear reasonable and likely correct based upon my review of the documents and the court’s docket for the Goff Action. As such, I again do not understand Ms. Sheridan’s criticisms of Mr. Knauss regarding the February 15, 2018, hearing.

⁶ Ms. Sheridan’s Complaint alleges that MGA “allowed” Mr. Sedlak to file the Renewed Motion to Dismiss. Respectfully, one party cannot control what pleadings another party files.

Mr. Gutierrez responded on September 6, 2018. Mr. Gutierrez, in his email, noted that Ms. Sheridan—as well as Mr. Cannon—agreed to the settlement for their own personal reasons, which had nothing to do with MGA:

During the settlement conference last week, you made concessions in your settlement demand that were based upon: (1) the uncertainty surrounding the ability to collect on any judgment; (2) the time and expenses associated with a lengthy and continued litigation process; (3) your desire to move on with your lives; and (4) to separate yourself from Gina Goff and the Senior Moment movie production, including any associated potential liability.

Mr. Gutierrez further noted that he did not, and would not, agree to cap MGA's fees at \$50,000, especially as the firm had previously agreed to a reduced hourly rate, a reduced success fee and the firm had already discounted the bill even further. Instead, Mr. Gutierrez offered to reduce MGA's bill to \$100,000 from \$108,767.31 (which included the success fee). Mr. Gutierrez further informed Mr. Cannon that the client is always responsible for payment of the former firm's legal fees—not new counsel.

Apparently, at some point, Ms. Sheridan decided that she no longer wanted to settle—despite having previously agreed to all material terms during the settlement conference. This ultimately resulted in the Goff Parties filing a *Motion to Enforce Settlement Agreement on Order Shortening Time* (“Motion to Enforce”) on October 16, 2018.

Given that material terms had been agreed upon, MGA filed a *Limited Opposition to Defendants' Motion to Enforce Settlement Agreement on Order Shortening Time* (the “Limited Opposition”) on October 24, 2018. The Limited Opposition focused on concerns that the Goff Parties would be unable to perform—i.e., pay to Ms. Sheridan the settlement funds owed her—as well as other ostensibly bad-faith conduct by the opposing side.

The exhibits to the Limited Opposition were heavily redacted, as the settlement agreement contained a (standard) confidentiality agreement. However, on Page 41 of the 42-page pleading, a reference to the settlement amount (discussed in an email attached to the Limited Opposition) inadvertently went unredacted. Opposing counsel likewise attached an unredacted version of the same email in her *Reply in Support of Motion to Enforce Settlement Agreement on Order Shortening Time and Opposition to Plaintiffs' Request for Sanctions* (the “Reply to Motion to Enforce”) filed on October 25, 2018.

The inadvertent disclosure was apparently noticed on or before Sunday, October 28, 2018—the day before the hearing on the Motion to Enforce was held on October 29, 2018 (“the October 29th Hearing”). Ms. Sheridan and/or Mr. Cannon apparently attempted to pressure Mr. Gutierrez to accuse the Goff Parties of breaching the confidentiality clause in an attempt to render

the settlement agreement unenforceable.⁷ However, Mr. Gutierrez noted to Ms. Sheridan and Mr. Cannon in an email dated October 28, 2018, that he could not make that argument because MGA has inadvertently done the same in its Limited Opposition. However, Mr. Gutierrez indicated that he would take steps to either seal and/or strike the Limited Opposition and Reply to the Motion to Enforce at the October 29th Hearing.

When Mr. Gutierrez met Ms. Sheridan and Mr. Cannon the next morning on October 29, 2018, they again pressured him to accuse the opposing side of breaching the confidentiality provision. When Mr. Gutierrez again explained that he could not ethically do so, Ms. Sheridan terminated MGA. Thus, at the October 29th Hearing, Mr. Gutierrez made an oral motion to withdraw, which was granted once Ms. Sheridan indicated no objection, and the hearing was continued to give Ms. Sheridan time to obtain new counsel. Apparently, Mr. Cannon had submitted a letter to the court regarding the inadvertent disclosure, but the court did not admonish or sanction either counsel. MGA subsequently asserted its charging lien that same day after the October 29th Hearing had concluded.

The Motion to Enforce was eventually heard on December 3, 2018,⁸ wherein the Limited Opposition, the Reply to the Motion to Enforce, along with some other documents were sealed. On December 6, 2018, the Court's minute order granted the Motion to Enforce stating that:

[T]he issue before the Court is not whether there was an agreement reached, but whether Plaintiffs should follow through with the same, and i[t] further appearing that the material terms and reasonable boilerplate terms are as characterized by Defendants in briefing and argument and that Plaintiffs['] obstinance in following through has been unreasonable[.]

In granting the Motion to Enforce, the court further ordered that the “amount payable by Defendants under the agreement will be reduced by \$2,500.00 on account of the need for Defendants to resort to the Court to finalize the agreement[.]”⁹

⁷ It was interesting to me that Ms. Sheridan apparently took the position that a confidentiality clause was breached regarding a settlement agreement that she maintained was not finalized and thus unenforceable. If there is no agreement, then likewise there is no confidentiality clause to breach. Arguing that a confidentiality clause was breach, therefore, appears to be a tacit admission by Ms. Sheridan that the settlement agreement reached on August 30, 2018, was enforceable.

⁸ The continued hearing for the Motion to Enforce was originally scheduled for November 15, 2018, but was continued at Ms. Sheridan's request. It does not appear that Ms. Sheridan obtained new counsel for the Goff Action.

⁹ While not necessarily relevant to my opinion, my review of the dockets for the Eighth Judicial District Court and the Nevada Supreme Court cases referenced and/or related to this opinion indicate that Ms. Sheridan, at a minimum, borders on being a vexatious pro se litigant.

On December 13, 2018, MGA filed its *Motion to Adjudicate the Rights of Counsel, for Enforcement of Attorney's Lien and for Judgment of Attorney's Fees on Order Shortening Time* (“Motion to Adjudicate”). On December 31, 2018, Ms. Sheridan filed an *Ex Parte Motion to Stay all Proceedings until Material Breach & Request for Sanctions are Addressed by the Court*—which was denied by the court on during the hearing on the Motion to Adjudicate held on January 10, 2019.¹⁰

In its *Judgment on Attorney Lien* (“Judgment”), filed on January 24, 2019, the court stated the following regarding the Goff Action:

Complex commercial litigation cases are specialized and difficult by nature. While there may be more technically complex matters, commercial litigation cases clearly require attention to detail and an understanding of numerous claims, such as the claims asserted in this case: wrongful conversion, trespass to personal property, civil theft, declaratory judgment, breach of the implied covenant of good faith and fair dealing, unjust enrichment, intentional interference with prospective business advantage, intentional interference with contractual relations, fraud, breach of fiduciary duties, open account, accounting, defamation, slander per se, concert of action, and injunctive relief. Additionally, counterclaims were asserted in this action, including: declaratory relief, breach of fiduciary duty, breach of oral contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment, and fraudulent misrepresentation.

Judgement at 3.

The court subsequently stated the following regarding MGA’s quality of work in the Goff Action:¹¹

MGA’s skill, time and attention given to this case was above average. The preparation was thorough and complete. MGA spent numerous hours drafting pleadings, motions, written discovery, taking depositions, reviewing documents, reviewing potential testimony and discovery, among other tasks. Considering the amount of time and effort exerted by MGA, the fees are clearly substantiated. Indeed, MGA’s reduced/blended hourly rate of only \$200.00 for this case is not only reasonable, but it is below what would typically be charged for the type of work performed for similar litigation in the Las Vegas community.

¹⁰ The minutes from the January 10, 2019, hearing indicate that the court admonished Ms. Sheridan to follow the procedural rules.

¹¹ I note that the court was well aware of Ms. Sheridan’s allegations regarding MGA’s inadvertent disclosure of the settlement amount in making these findings.

Id. (Emphasis added.)

The court further noted that:

After extensive discovery, MGA was successful in resolving this case at the settlement conference. The Court is already aware of the terms of the confidential settlement in favor of Plaintiffs. Based on the billing invoices submitted to the Court, MGA ultimately had to endure the economic burden of litigating this case on behalf of Plaintiffs, and the efforts of MGA warrant an award of the attorney fees and costs incurred.

Id. (Emphasis added.)

As a result, the court awarded MGA \$118,715.25 and reduced MGA's lien to judgment. The amount was apparently paid from Ms. Sheridan's settlement with the Goff Parties.¹²

On or about April 10, 2019, the court dismissed the Goff Action. Court records demonstrate that Ms. Sheridan appealed, pro se, both the decisions granting the Renewed Motion to Dismiss as well as the decision dismissing the remainder of the Goff Action. The Nevada Supreme Court subsequently affirmed both decisions without requiring an Answering Brief from the respondents. See Order of Affirmance ("Order of Affirmance"), filed March 18, 2020. The Nevada Supreme Court, in affirming the dismissal of the Goff Action, noted, in part, that:

[T]he record shows that the parties reached a settlement by agreeing to material terms at a settlement conference and that Sheridan failed to sign the settlement agreement when ordered, and Sheridan has not demonstrated that any of the additional terms on which the parties disagreed constituted material terms to the agreement.

Order of Affirmance at 5.¹³

The Nevada Supreme Court, after holding that dismissal of the Goff Action was already appropriate given that a valid settlement agreement existed between the parties, stated that "[w]e further disagree with Sheridan's argument that she was excused from any obligation under the settlement due to a breach of the agreement's confidentiality provision." Id. In doing so, the Nevada Supreme Court noted, in dicta, that "Sheridan's own counsel breached that provision" and

¹² My understanding is that ASWA was also awarded attorney's fees and costs pursuant to its own lien.

¹³ Such a finding establishes that a valid, enforceable contract was entered into at the settlement conference. See, e.g., May v. Anderson, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005) ("A contract can be formed . . . when the parties have agreed to the material terms, even though the contract's exact language is not finalized until later.).

that “[t]he appropriate relief for any harm caused by that breach, therefore, is a malpractice action against Sheridan's former counsel, not for the district court to invalidate the settlement agreement.” Id.

Ms. Sheridan, apparently encouraged by this comment, filed a malpractice suit against Defendants on April 4, 2020, in the Eighth Judicial District Court, Case No. A-20-813635-C (the “First Malpractice Action”), wherein she cited the above-reference comment by the Nevada Supreme Court as support for her lawsuit. Defendants subsequently moved to dismiss the First Malpractice Action noting, in part, that the complaint simply asserted “legal conclusions and buzzwords.” The motion to dismiss was granted, without prejudice, on July 28, 2020.¹⁴ MGA subsequently moved for attorney’s and costs on August 18, 2020, essentially claiming that the complaint in the First Malpractice Action should never have been filed in the first place.

On August 30, 2020—prior to Ms. Sheridan filing an opposition to the motion for attorney’s fees—she commenced the present Lawsuit in Washoe County, Nevada. The Lawsuit contained new allegations that do not appear to have been previously brought to the court’s attention in either the Goff Action or in the First Malpractice Action.¹⁵ The Lawsuit’s complaint alleged the following causes of action: (1) Professional Negligence; (2) Breach of Contract; (3) Quasi-Contract/Equitable Contract/Detrimental Reliance; (4) Breach of the Implied Covenant of Good Faith and Fair Dealing; (5) Vicarious Liability; and (6) Fraud (against Mr. Gutierrez and MGA).¹⁶

On September 1, 2020, Ms. Sheridan filed her opposition to MGA’s motion for attorney’s fees in the First Malpractice Action, claiming, in part, that the motion for attorney’s fees should be denied because the complaint was not frivolous and that she had already commenced the Lawsuit in Washoe County, Nevada. The court disagreed and the order granting MGA \$4,755.39 was

¹⁴ The court minutes for this motion to dismiss, held on July 13, 2020, noted that “the Court has taken great care to try to understand the arguments and points that Plaintiff attempts to make in her Complaint and in the pleadings she has filed in connection with this motion and countermotion. The problem is that Plaintiff’s Complaint does not plead any factual assertions that would support any cognizable claim for relief against Defendants and Plaintiff’s briefing in the instant matters does nothing to remedy that.”

¹⁵ The new allegations include the following: “Plaintiff only became aware that the unredacted version had been filed when a colleague had informed Plaintiff of the confidential terms after reading it off the Court’s docket.” Complaint ¶ 28. They also include: “The damage done to Plaintiff’s professional reputation and value was, and will always be, devastating to Plaintiff’s career. Plaintiff only agreed to a fraction of the value of Plaintiff’s half ownership of the production of the motion picture under the terms of the Agreement. Defendants not only devalued the professional status of the Plaintiff, but also the value of the production itself.” Id. ¶ 39.

¹⁶ The Complaint for this Lawsuit contains the unredacted settlement amount on Page 95 of the document. I am not aware of Ms. Sheridan taking any steps to seal/redact the Complaint.

entered on October 20, 2020. In this order, the court noted that it was persuaded that “there was no reasonable basis for Plaintiff’s suit against Defendants and that it is an appropriate case in which to award fees and costs to Defendants for being put to the task of defending a suit which was spurious and vexatious and brought to harass and annoy. NRS 18.010(2)(b).”

Ms. Sheridan subsequently appealed the award to the Nevada Supreme Court,¹⁷ and the award was subsequently affirmed by the Nevada Court of Appeals on December 29, 2021 (“COA Order of Affirmance”). Notably, the Court of Appeals directly addressed Ms. Sheridan’s argument that the Nevada Supreme Court’s comment in its March 18, 2020, Order of Affirmance established per se misconduct by MGA:

Sheridan misconstrues the supreme court's order. She contends the order shows that respondents committed actionable malpractice by violating a confidentiality provision in the settlement agreement she reached with the defendants in that case. But in the order, the supreme court simply concluded that respondents breach of that provision did not excuse Sheridan from any obligation under the agreement and that “[t]he appropriate relief for *any harm caused by that breach*, therefore, is a malpractice action against [respondents], not for the district court to invalidate the settlement agreement.” *Sheridan v. Sedlak*, Nos. 76132, 78631, 2020 WL 1357978, at *2 (Nev. Mar. 18, 2020) (Order of Affirmance) (emphasis added). And in this matter, respondents successfully argued to the district court that Sheridan failed to sufficiently allege that respondents proximately caused her to suffer any actual harm as a result of the breach. *See Sernenza v. Nev. Med. Liab. Ins. Co.*, 104 Nev. 666, 667-68, 765 P.2d 184, 185 (1988) (providing that a plaintiff must show that the attorney's breach proximately caused her to incur damages). **Thus, contrary to Sheridan's arguments on appeal, the supreme court's statement in the prior matter cannot provide a reasonable basis for a complaint** that otherwise failed to sufficiently plead all essential elements of her claims.

COA Order of Affirmance at 3 (emphasis added in bold).

In regard to the Lawsuit, the case was subsequently transferred to the Eighth Judicial District Court on or about July 20, 2021. My understanding is that between the motions to dismiss that were brought by Defendants in Washoe County and in Clark County, only the First Claim for Relief—the professional negligence claim—remains pending.

¹⁷ Ms. Sheridan previously filed a motion for reconsideration of the award with the district court on October 13, 2020, in which she again disclosed the unredacted settlement amount. I am not aware of Ms. Sheridan taking any steps to redact/seal the same after doing so. She would yet again include the unredacted settlement amount as part of the Record on Appeal filed on December 29, 2020, for the attorney’s fee award for the First Malpractice Action. Ms. Sheridan does not appear to have taken any steps to redact/seal the disclosure in the appeal either.

For the reasons stated below, I do not believe that Defendants breached any duty that they owed to Ms. Sheridan and, regardless, she was not harmed by the MGA's disclosure of the unredacted settlement amount that she received—especially when she terminated MGA before it could move the court to seal the relevant documents at the October 29th Hearing. Further, Ms. Sheridan herself has repeatedly disclosed the unredacted settlement amount to the courts including, at a minimum, in the First Malpractice Action, in her appeal of the attorney fees award granted in that case, as well as in this present Lawsuit.¹⁸

II. ANALYSIS

A. **Ms. Sheridan must establish each and every element of a professional negligence claim in order to prevail; failing to establish even one of the elements defeats the entire claim.**

“The required elements of a legal malpractice claim are: (1) an attorney-client relationship; (2) a duty owed to the client by the attorney to use such skill, prudence, and diligence as lawyers of ordinary skill and capacity possess in exercising and performing the tasks which they undertake; (3) a breach of that duty; (4) the breach being the proximate cause of the client's damages; and (5) actual loss or damage resulting from the negligence.” Mainor v. Nault, 120 Nev. 750, 774, 101 P.3d 308, 324 (2004). “A lawyer is not held to a standard of perfection but must exercise his best judgment in light of his education and experience. Judgment involves a reasoned process based upon the accumulation of all available pertinent facts. An attorney will not be held liable for those errors in judgment that are made in good faith, are well-founded, and are in the best interests of the client.” See DeThorne v. Bakken, 196 Wis. 2d 713, 718, 539 N.W.2d 695, 697 (Ct. App. 1995) (internal citations and quotations omitted); see also Ziegelheim v. Apollo, 128 N.J. 250, 267, 607 A.2d 1298, 1306 (1992) (“[A]ttorneys who pursue reasonable strategies in handling their cases and who render reasonable advice to their clients cannot be held liable for the failure of their strategies or for any unprofitable outcomes that result because their clients took their advice. The law demands that attorneys handle their cases with knowledge, skill, and diligence, but it does not demand that they be perfect or infallible, and it does not demand that they always secure optimum outcomes for their clients.”); Kozal v. Snyder, 312 Neb. 208, 223, 978 N.W.2d 174, 184 (2022) (“Statements or admissions characterized as mistakes or errors do not necessarily mean that a

¹⁸ I note that the Lawsuit renders numerous conclusory allegations of misconduct against Defendants, not all of which are specifically discussed in this opinion. Some, however, are clearly contradicted by court records, as noted above. Others—such as allegations that Mr. Knauss modified Ms. Sheridan's sworn declaration without her knowledge or consent—are vehemently denied by Mr. Knauss and the other Defendants, and, in any event, do not appear relevant to the damages alleged by Ms. Sheridan.

standard of care has been violated.”); Lafrieda v. Gilbert, 135 Nev. 674, 435 P.3d 665 (2019) (“A legal malpractice claim requires more . . . than a claim that an attorney made an inconsequential mistake.”).

“Because the elements of a legal-malpractice claim are stated in the conjunctive, the failure to establish any one element of the claim is fatal.” Niederst v. Kohrman Jackson & Krantz, L.L.P., 2022-Ohio-2579, ¶ 18 (Ct. App.); see also Miller v. Mackall, 329 F. App'x 720, 721 (9th Cir. 2009) (noting in regard to a legal malpractice claim that the “[a]bsence of, or failure to prove, any of [the elements] is fatal to recovery. This applies especially to the all important element of duty”), quoting Ventura County Humane Soc'y v. Holloway, 40 Cal. App. 3d 897, 902, 115 Cal. Rptr. 464 (Ct. App. 1974); Amfac Distribution Corp. v. Miller, 138 Ariz. 152, 153, 673 P.2d 792, 793 (1983) (“Negligence alone is not actionable; actual injury or damages must be sustained before a cause of action in negligence is generated.”).

It is not disputed that an attorney-client relation existed between MGA and Ms. Sheridan, thereby satisfying the first element of a professional negligence/malpractice claim. It is also uncontested that Defendants owed Ms. Sheridan a duty to use such skill, prudence, and diligence as lawyers of ordinary skill and capacity possess in exercising and performing the tasks which they undertook for Ms. Sheridan in regard to the Goff Action, thus satisfying the second element of the claim.

As noted above, however, this standard of care does not require perfection by counsel. Nor does this standard deem an inadvertent mistake a per se breach of their duties. Although the first two elements of the professional negligence/malpractice are not disputed, Ms. Sheridan does not appear to be able to establish the remaining three elements—and failure to establish even one of these elements, let alone all three, is fatal to her Lawsuit.

B. The evidence indicates that Ms. Sheridan will be unable to establish numerous required elements of a professional negligence claim.

1. The evidence does not demonstrate any breach of duty owed to Ms. Sheridan by Defendants.

Ms. Sheridan claims that she was harmed by a single unredacted disclosure of the settlement amount that she agreed to receive that was contained within a forty-two-page Limited Opposition that was otherwise fully redacted. MGA was prepared to address the inadvertent disclosure at the October 29th Hearing—less than five full days after the Limited Opposition was filed. However, before the hearing commenced, Ms. Sheridan terminated MGA as Mr. Gutierrez repeatedly refused her demands to falsely tell the court that it was the Goff parties who had breached the settlement agreement. Ms. Sheridan thereafter repeatedly brought her concerns to the court’s attention. However, the court, in rendering the Judgment awarding MGA \$118,715.25

in fees in costs, held that “MGA’s skill, time and attention given to this case was above average. The preparation was thorough and complete.” It should be noted that this same court—i.e., Judge Mark Denton¹⁹—presided over the entire proceeding for the Goff Action including the proceedings Ms. Sheridan complains about in the Lawsuit. In other words, the court was very familiar with the work performed by MGA as well as the parties to the Goff Action.

In rendering the Judgment, the court was aware of Ms. Sheridan’s (as well as Mr. Cannon’s) concerns regarding the inadvertent disclosure given, inter alia, their opposition to the Motion to Adjudicate, and ultimately gave such concerns little to no weight.²⁰ If the court had been concerned that malpractice may have actually been committed, it would likely have declined to adjudicate MGA’s attorney lien. See Argentea Consol. Mining Co. v. Jolley Urga Wirth Woodbury & Standish, 125 Nev. 527, 539, 216 P.3d 779, 787 (2009) (noting that the district court should not summarily adjudicate an attorney’s lien if there are assertions of malpractice against the attorney).

Instead, the court found that the quality of MGA’s work was above average, thorough and complete. Consistent with court’s findings in the Judgment, MGA’s inadvertent disclosure appears to be inconsequential.²¹ Accordingly, the evidence presented to me fails to indicate any breach of duty owed by Defendants to Ms. Sheridan which, in and of itself, serves to defeat Ms. Sheridan’s professional negligence/malpractice claim.

2. Evidence demonstrates that Ms. Sheridan herself has repeatedly breached the settlement agreement.

Ms. Sheridan, in addition to bearing the burden of establishing that Defendants breached a duty owed to her, must further establish that their breach was the proximate cause of her damages. See Goodrich & Pennington Mortg. Fund, Inc. v. J.R. Woolard, Inc., 120 Nev. 777, 784, 101 P.3d 792, 797 (2004) (defining “proximate cause” as “any cause which in natural [foreseeable] and continuous sequence, unbroken by any efficient intervening cause, produces the injury complained of and without which the result would not have occurred” (internal citation omitted)); see also Black’s Law Dictionary (10th Ed.) (defining “proximate cause as “an act or omission that is considered in law to result in a consequence” as well as “a cause that directly produces an event and without which the event would not have occurred”).

¹⁹ From my experience during both my tenure as Bar Counsel for the State Bar of Nevada and my years on the bench for the Eighth Judicial District Court, Judge Denton holds a stellar reputation in the Nevada legal community and is widely regarded as one of the most qualified judges in the Eighth Judicial District Court.

²⁰ This would not be surprising as the mistake was not one that either deprived the court of jurisdiction over the case or was otherwise case crippling. Moreover, the mistake was easily correctable—and would have been corrected much sooner but for Ms. Sheridan’s own actions.

²¹ As explained below, Ms. Sheridan’s theory that her professional reputation was harmed by the inadvertent disclosure of a settlement amount does not appear to be facially plausible.

Here, Mr. Gutierrez was prepared to have the Limited Opposition (which was filed at 12:40 PM on October 24, 2018) as well as the Reply to the Motion to Enforce further redacted and/or sealed at the October 29th Hearing. This would have occurred less than five full days after MGA inadvertently made the disclosure. Ms. Sheridan's termination of MGA, however, delayed the sealing of relevant court records until on or about December 3, 2018, especially as Ms. Sheridan requested continuance of the Motion to Enforce hearing that had been scheduled for November 15, 2018.

Ms. Sheridan thereafter repeatedly disclosed—unredacted—the settlement amount that she received, at a minimum, in the August 31, 2020, Complaint filed in this Lawsuit, along with pleadings that she filed in October 2020²² regarding the attorney's fees awarded MGA in the First Malpractice Action,²³ as well as her appeal of the same to the Nevada Supreme Court.²⁴

Thus, MGA's inadvertent disclosure was available to the public²⁵ for less than five full days from the time MGA filed the Limited Opposition to Ms. Sheridan terminating MGA, at which point MGA could not take any further action on her behalf. Ms. Sheridan, therefore (and assuming she establishes that Defendants breached a duty) must also demonstrate that her alleged damages were proximately caused by MGA's inadvertent disclosure being accessed between the afternoon of October 24, 2018, when the Limited Opposition was filed, through approximately 9:00 am on October 29, 2018, when Mr. Gutierrez was terminated and forced to withdraw. Given that Ms. Sheridan caused the withdrawal, she bears the responsibility for the unredacted settlement amount remaining accessible from the time of MGA's termination.

Moreover, the unredacted settlement amount has now been accessible for years due to Ms. Sheridan's own actions, while less than five full days can be attributed to Defendants. Given this disparity, Ms. Sheridan is unlikely to be able to establish that her damages were proximately

²² My review of documents and court pleadings was not aimed to examine every pleading filed by Ms. Sheridan and/or to establish every instance wherein Ms. Sheridan may have disclosed her settlement in unredacted form. As such, there may be additional instances of her disclosing the unredacted settlement amount that are not referenced in this letter.

²³ Eighth Judicial District Court Case No. A-20-813635-C.

²⁴ Nevada Supreme Court Case No. 82104/82104-COA.

²⁵ While non-sealed civil court pleadings are available to the public, they are not readily accessible through the Eighth Judicial Court's website: <https://www.clarkcountycourts.us/Anonymous/default.aspx>. My review of the available minutes for the Lawsuit's docket—which is readily accessible by the public at the above-referenced website—did not disclose the specific settlement amount received by Ms. Sheridan.

caused by Defendants' conduct, which, in and of itself, also serves to defeat Ms. Sheridan's professional negligence/malpractice claim.

3. Ms. Sheridan has not provided a plausible argument for damages.

Ms. Sheridan alleges that, due to MGA's inadvertent disclosure, that:

The damage done to Plaintiff's professional reputation and value was, and will always be, devastating to Plaintiff's career. Plaintiff only agreed to a fraction of the value of Plaintiff's half ownership of the production of the motion picture under the terms of the Agreement. Defendants not only devalued the professional status of the Plaintiff, but also the value of the production itself. ^[26]

Complaint ¶ 39.

This allegation is, of course, necessarily premised on the assumption that the public has accessed court records, specifically the Limited Opposition, and located and viewed the inadvertent disclosure of the settlement amount.²⁷ In this regard, I note that Ms. Sheridan's theory of damages is a peculiar one—that knowledge of the amount of a compromise accepted by someone would somehow hurt that recipient's reputation.

I submit it is axiomatic that, as a matter of law, a settlement agreement is not considered an adjudication on a lawsuit's merits. Parties enter into settlement agreements for a number of reasons, including (but not necessarily limited to):

- (1) Collectability—a judgment is, essentially, a piece of paper which can become worthless if the judgment creditor does not have the capacity to pay and/or files for bankruptcy as a result of the judgment. The proverb that a bird in the hand is worth two in the bush certainly applies here.
- (2) Removing uncertainty—trials always have an element of uncertainty, even when a case is considered particularly strong (or perhaps weak). Thus, both a plaintiff and defendant will often agree to a settlement far removed from their

²⁶ My understanding is that Ms. Sheridan waived any interest in the Senior Moment movie as part of the settlement, so any impact on the movie would be irrelevant to Ms. Sheridan's damages.

²⁷ As noted above, once the material terms of the settlement agreement were agreed to in principle on August 30, 2018, any purported breach if the same by the opposing side constituted a separate and distinct cause of action. As such, to the extent that Ms. Sheridan argues that the inadvertent disclosure precluded her from setting aside the settlement agreement, the argument is incorrect.

initial positions—which is often just puffery, in my opinion—to either guarantee a recovery or to limit liability.

- (3) Limiting costs—trials are expensive, and parties often will compromise because, in addition to limiting liability and/or guaranteeing a recovery, a settlement will end the parties’ need to keep expending resources for years and years, monies which could be better spent elsewhere—and might not ever be recovered of spent in litigation.
- (4) Moving on with life—litigation forces the parties to constantly relive a less than ideal part of their lives, requiring extensive, and often intrusive, time commitment—time that could otherwise be spent doing something else that is ostensibly more pleasant. Given the often-fragile nature of life, parties may compromise simply to be able to move on with their lives.

Accordingly, Ms. Sheridan’s argument, that MGA’s disclosure of the unredacted settlement amount somehow harmed her per se, does not appear to be a logical one given that a settlement is not an adjudication on the merits, and there are many reasons to settle unrelated to the merits of the case. Moreover, someone reviewing court records related to the Goff Action would likely notice, without pulling any actual pleadings,²⁸ that:

- (1) Both of Ms. Sheridan’s former law firms were required to assert charging liens and then seek the court’s intervention for their outstanding legal fees, and fees were awarded each time. Thus, from a review of court records, one could draw a conclusion that Ms. Sheridan does not pay her bills.
- (2) The Goff Parties were required to file a Motion to Enforce as Ms. Sheridan backtracked from the settlement agreement, and she was charged \$2,500 by the court for requiring the Goff Parties to take such action. Thus, from a review of court records, one could draw a conclusion that Ms. Sheridan does not honor her agreements.
- (3) Court records also demonstrate that Ms. Sheridan’s litigation behavior, at a minimum, borders on vexatiousness and/or obstructiveness in both the Goff Action and in other related cases. Such court records indicate that Ms. Sheridan has already been found to engage in litigation that was “spurious and vexatious and

²⁸ The following points can be gleamed simply by reviewing the dockets for the court cases referenced in this opinion letter and by reviewing the court minutes for the district court cases cited herein—which are readily accessible to the public.

brought to harass and annoy.” Thus, from a review of court records, one could draw a conclusion that Ms. Sheridan will engage in vexatious/obstructive litigation and scorched earth tactics if she has a disagreement with a party and does not get her way.

Respectfully, any one of these three examples of Ms. Sheridan’s conduct in the Goff Action (and related cases) would, in and of itself, be far more apt to harm her reputation than MGA’s inadvertent disclosure of the settlement amount that she received. Thus, given that Ms. Sheridan is arguing that the Goff Action resulted in her reputation being harmed, she bears the burden to show that the harm would not have occurred “but for” MGA’s inadvertent disclosure, and not because she repeatedly failed to pay her legal bills, and/or failed to honor an agreement until the court intervened, and/or engaged in litigation tactics that can be viewed as abusive.²⁹

Moreover, even if Ms. Sheridan can, somehow, meet this burden, there still remains an issue regarding the reasonable foreseeability of damages arising from MGA’s inadvertent disclosure. The inadvertent disclosure could be classified as a breach of the confidentiality agreement (and was so classified by the Nevada Supreme Court). Accordingly, damages could have accrued (against Ms. Sheridan) due to the breach had the Goff Parties asserted a claim regarding the inadvertent disclosure and prevailed. In such a scenario, MGA’s inadvertent disclosure would have directly caused Ms. Sheridan’s damages. This, of course, did not occur, especially as the Goff Parties made the exact same disclosure. In other words, Ms. Sheridan was not directly harmed by MGA’s inadvertent disclosure.

Therefore, under the law, Ms. Sheridan’s claimed damages—the alleged harm to her reputation—are deemed to be indirect/consequential damages. To prevail on a claim for consequential damages, Ms. Sheridan bears the burden of demonstrating that Defendants should have reasonably foreseen the possibility of her alleged damages prior to MGA making the inadvertent disclosure. See, e.g., Cent. Bit Supply v. Waldrop Drilling & Pump, 102 Nev. 139, 141 n.1, 717 P.2d 35, 37 (1986) (citing “the well-known case of Hadley v. Baxendale, 156 Eng. Rep. 145 (1854)” in stating the “requirement that the [defendant] must have reasonably foreseen the possibility of consequential damages”); see also Evra Corp. v. Swiss Bank Corp., 673 F.2d 951, 955-56 (7th Cir. 1982) (“[t]he rule of Hadley v. Baxendale [is] that consequential damages will not be awarded unless the defendant was put on notice of the special circumstances giving rise to them”); My Left Foot Children's Therapy v. Certain Underwriters at Lloyd's London, No. 2:15-cv-01746-MMD-VCF, 2021 U.S. Dist. LEXIS 52917, at *18-19 (D. Nev. Mar. 22, 2021) (noting that the “Nevada Pattern Jury Instructions define consequential damages as: ‘the amount that will reasonably compensate an injured party for all the detriment, harm or loss flowing from the breach and which is reasonably foreseeable’”).

²⁹ Essentially, the proximate cause element of a professional negligence claim directly applies to Ms. Sheridan’s theory of damages.

Thus, even assuming that Ms. Sheridan can somehow establish that her reputation was indeed harmed by MGA's inadvertent disclosure, she still has to establish that MGA was on notice that such a disclosure, if made, would harm her reputation. For the reasons explained above, my opinion, based upon my experience as both a judge and attorney, is that a reasonable person—and especially business people who tend to be more sophisticated—would not draw a negative opinion regarding someone solely from becoming aware of the exact settlement amount that the person accepted in a lawsuit, even if the amount is substantially lower than the person's initial demands.³⁰

Therefore, the consequential damages alleged by Ms. Sheridan were not reasonably foreseeable by MGA prior to the inadvertent disclosure being made. I am not aware of any evidence demonstrating that Ms. Sheridan expressed such a concern to MGA while the firm represented her, thereby putting it on notice of the same.³¹ Nor am I aware of her even raising such claim in the Goff Action.

Thus, even assuming that Ms. Sheridan was indeed harmed by MGA's inadvertent disclosure, she will be unlikely able to establish that this harm was reasonably foreseeable at the time said disclosure was made. As a result, Ms. Sheridan will be unable to prove the damages element for a professional negligence/malpractice claim which, in and of itself, again serves to defeat Ms. Sheridan's professional negligence/malpractice claim.

III.

CONCLUSION

Based upon the evidence presented to me, Ms. Sheridan appears unable to establish either that: (1) Defendants breached a duty owed to her; (2) the purported breach (assuming arguendo that it is established) was the proximate cause of her alleged damages; and/or (3) the purported breach (again assuming arguendo that it is established) caused her alleged damages.

The failure to establish even one element of a professional negligence/malpractice claim is fatal to the claim. Here, Ms. Sheridan appears unable to satisfy three of the claim's necessary elements. Accordingly, my opinion is that Ms. Sheridan does not have a viable professional negligence/malpractice claim against Defendants.

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³⁰ This, of course, presumes that the person who becomes aware of the settlement amount also knows of the recipient's initial demands.

³¹ This concern further buttresses my opinion as to why Ms. Sheridan failed to establish that Defendants breached a duty to her by making the inadvertent disclosure.

Jonathan K. Wong, Esq.
July 13, 2023
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If you have any questions, please do not hesitate to contact me. Also, please be advised that I reserve the right to further supplement and/or amend this letter and the opinions expressed herein should additional facts or information be made known to me. Lastly, all opinions rendered herein are made to a reasonable degree of professional certainty.

Very Truly Yours,

LAW OFFICE OF ROB BARE

A handwritten signature in black ink, appearing to read 'Rob Bare', written over a horizontal line.

Rob Bare, Esq.

EXHIBIT 1

ROB BARE
CURRICULUM VITAE

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EDUCATION

Pennsylvania State University, State College, PA, B.A., Pre-Law (Highest Distinction), 1985
University of Pittsburgh School of Law, Pittsburgh, PA, J.D., 1988
The Judge Advocate General's School, Charlottesville, VA, 1989
National Judicial College, Special Court Jurisdiction, Advanced, Reno, NV, 2007
National Judicial College, General Court Jurisdiction, Reno, NV, 2010

ADMISSIONS TO PRACTICE LAW

Pennsylvania, 1989 (Inactive)
United States Army Court of Military Review, 1989
Nevada, 1993
United States District Court, District of Nevada, 1996
United States Supreme Court, 1997
United States Court of Appeals for the Ninth Circuit, 1998

LEGAL EXPERIENCE

JUDICIAL

Judge. Eighth Judicial District Court, Clark County, NV, Department 32
(January 3, 2011 to January 4, 2021) Civil/Criminal Court.

Elected in November 2010. Re-elected in November 2014.

Judge. Las Vegas, NV, Municipal Court, Department 6
(January 2007 to July 2007) Criminal Court.

Unanimously appointed by Mayor Oscar Goodman and the Las Vegas City Council to fill the unexpired term of Judge Abbi Silver until the general election.

BAR COUNSEL TO THE STATE BAR OF NEVADA

Bar Counsel. State Bar of Nevada (August 1993 to January 2011, with exception of Municipal Judicial term).

Chief attorney for the State Bar of Nevada (beginning in 1995.) Responsibilities included prosecution of all aspects of the attorney professional discipline process in the state of Nevada for both the northern and southern regions; hearings from the informal to the formal level; Continuing Legal Education speaker; supervisory duties over a ten-member staff, including three (3) attorneys and four (4) Certified Legal Assistants.

- Tried or presented to conclusion approximately 870 hearings on behalf of the State Bar of Nevada before either the Southern or Northern Nevada Disciplinary Boards.
- Presented a total of fifteen (15) matters to the en banc Nevada Supreme Court, including disciplinary cases and administrative docket hearings.

HIGHLIGHTS OF SEVENTEEN YEAR TENURE AS BAR COUNSEL

Ethics Hotline: Personally and professionally responsible for establishing what now, for years, has been known as the "Ethics Hotline" maintained by the Office of Bar Counsel at the State Bar of Nevada. The genesis of the Ethics Hotline began in 1994 after recommendation by me to the Board of Governors of the State Bar, and since then has evolved into an incredibly important component of the services offered by the State Bar. I am extremely proud that literally thousands upon thousands of attorneys have utilized the hotline over the years in order to practice better, and at times, avoid ethical pitfalls. The practical application of the Ethics Hotline is now described by the State Bar as follows: "Nevada-licensed attorneys with questions regarding their professional responsibilities can contact the Office of Bar Counsel for informal guidance during any business day. Each day, a State Bar attorney is assigned to take calls from Nevada-licensed attorneys with questions about their professional responsibilities. Although the Office of Bar Counsel makes every effort to return all calls by the end of the day, our attorneys try to take calls as they come in, or if a message is left, to call back within an hour." During my time as Bar Counsel, I personally fielded and answered thousands of calls.

ADKT 370 "E2K" Complete Overhaul of Supreme Court Rules 150-203.5 Adopting the Nevada Rules of Professional Conduct: With oversight and direction from the Supreme Court of Nevada, and specific appointment by the Board of Governors of the State Bar of Nevada, I served as the Reporter to the committee tasked with review of each and every rule of professional conduct or ethics rule. This resulted in a lengthy submission to the Supreme Court, after numerous committee meetings and public hearings in 2003-2004, which dissected and ultimately led to the adoption of the current version of the Nevada Rules of Professional Conduct. As Reporter, the pleading submitted and filed with the Supreme Court was my responsibility. Further, along with select committee members, I presented the

petition to the en banc Supreme Court in Carson City, NV. This effort, in ADKT 370, affectionately referred to as "Ethics 2000", resulted in transforming the prior set of Supreme Court Rules into the Nevada Rules of Professional Conduct, which has essentially been in place as of the effective date May 1, 2006. Significant changes as a result of this effort were the establishment of interpretive guidelines as to how the Rules of Professional Conduct should be applied, as well as substantive changes concerning lawyer fees, confidentiality, duties to prospective clients, conflict waivers, sex with client prohibition and disqualification and screening in hiring of lawyers.

NRS 7.285 Unlawful Practice of Law: Initiation of Civil Action by State Bar of Nevada:

Personally and professionally instrumental, following lobbying efforts and presentation to both the Nevada Assembly and the Nevada Senate, in what is now the entirety of NRS 7.285, Unlawful Practice of Law. With approval from the Board of Governors for the State Bar of Nevada and the Unauthorized Practice of Law Committee of the State Bar, I presented multiple live witnesses to the Nevada Legislature in Carson City, NV. These witnesses had been victimized by business-like predators engaged in the unauthorized practice of law. This resulted in the current version of NRS 7.285, which includes recidivist provisions, and perhaps most importantly, Section 3, which specifically provides that the State Bar of Nevada may bring a civil action to secure an injunction and any other appropriate relief against a person who violates this section.

SCR 106.5(4) Lawyer Wellness Program, Limited Use Policy: Personally and professionally responsible for the recommendation and draft of what is now SCR 106.5(4) Limited Use Policy, which states in relevant part that all information obtained by the Lawyers Concerned for Lawyers Program, or as a result of voluntary services sought from the Nevada Lawyer Assistance Program, including the initial report and any subsequent report to the program thereafter, shall be confidential and shall not be admissible in any State Bar disciplinary, admission, administrative, or other State Bar proceeding. My idea for this vitally important rule, which allows attorneys affected by drug and alcohol abuse to get help without fear of disciplinary exposure, was actually taken from what is now Army regulation 600-85, a United States Army provision which I was familiar with during my time in the service, likewise known in the Army as the Limited Use Policy, which enables soldiers to get help with drug and alcohol abuse without retribution.

Lawyer Advertising: As Bar Counsel, I played a prominent role in the development of what is now a full set of lawyer-advertising Rules of Professional Conduct.

SCR 102(1) Irrevocable (Permanent) Disbarment: After some time of prosecuting cases as Bar Counsel to the State Bar, I formed an opinion that an option that should be available to both Disciplinary Panels and ultimately to the Supreme Court, in appropriate cases, is permanent disbarment. After recommendation to the Board of Governors and approval by them, and adoption by the Supreme Court, ultimately an irrevocable disbarment became an option pursuant to SCR 102(1).

Attorney Specialization: Played an integral role in the drafting of and presentation to the Nevada Supreme Court of what now are Attorney Specialization Rules of Professional Conduct, which allows Nevada attorneys to communicate specialty areas of practice, provided the applicable Certifying Organization has approved and that certain conditions precedent are met. Over the years, this effort has resulted in Nevada lawyers having the ability to be approved as specialists in the areas of business bankruptcy, child welfare, civil trial advocacy, criminal trial advocacy, elder law, estate planning law, family law, personal injury and workers' compensation.

SCR 105.5 Diversion and Mentoring: Played an integral role in what became SCR 105.5 Diversion and Mentoring Program. Here, as an alternative to or in conjunction with disciplinary sanctions, an attorney deemed eligible by the appropriate disciplinary board panel may participate in an approved diversion and/or mentoring program, designed to assist with or improve management or behavior problems that resulted in, or are expected to result in minor misconduct.

Justice Nancy Saitta's Professionalism Summits: Honored to have been asked by then Justice of the Supreme Court Nancy Saitta to lead in the creation of several professionalism summits between 2005-2007, which were ethics programs conducted under the direction of Justice Saitta and sponsored by the State Bar of Nevada, the Clark County Bar Association, the Washoe County Bar Association, the Nevada Justice Association, and lawyers and law firms throughout the state of Nevada.

Gardner v. State Bar of Nevada, 284 F.3d 1040 (2002): Sole counsel for the State Bar of Nevada and all its Board of Governors. Following argument at the US District Court level and to the Ninth Circuit Court of Appeals, the case resulted in a reported decision from the United States Court of Appeals, Ninth Circuit. The Court upheld the State Bar of Nevada's efforts to publicize to and educate the public concerning our system of justice, the role of lawyers, and to make the law work for everyone. In relevant part, the Ninth Circuit found that the work of the State Bar to foster public understanding of the adversary nature of law is vital to its function. The court went on to find that in our real world, lawyers are not merely a necessity, but a blessing. (Emphasis added).

COMPLETE LIST OF ALL PUBLICATIONS AUTHORED

Nevada Lawyer. November 2008. "Operational Law."

Nevada Lawyer. November 2006. "Civilian Lawyers Defending Military Personnel at a Trial by Court-Martial."

Nevada Lawyer. January 2006. "The Professional Independence of a Lawyer."

Nevada Lawyer. November 2005. "State Bar Counsel Reflects on JAG Career."

Nevada Lawyer. June 2005. "Top 10 Bar Complaints and How to Avoid Them."

Nevada Lawyer. January 2002. "Lawyers Who Serve their Country."

Nevada Lawyer. September 1996. "Some Thoughts on Ethics and Lawyer Advertising."

Nevada Lawyer. December 1995. "Avoid Business Transactions with Clients... But If You Must, Know the Rules."

Nevada Lawyer. November 1995. "Look at the Less Serious Side of Bar Discipline: The Names Have Been Changed."

US ARMY JUDGE ADVOCATE GENERAL'S CORPS

Senior Defense Trial Lawyer. (Captain) U.S. Army Judge Advocate General's Corps, Trial Defense Service, Fort Irwin, CA (May 1991 to August 1993)

Attorney responsible for managing all defense functions for clients stationed at Fort Irwin and all of the Southern California region, including:

Criminal Accused Trial Representation. Represented as the trial attorney and assigned other lawyers to represent soldiers accused of criminal offenses at Court-Martial proceedings. This included all stages of the Court-Martial process: formal preliminary investigation, extensive motion practice (including written briefs) in front of the military judge and in-court trial advocacy before military juries.

Supervisor, Trainer, Rater. Supervised two (2) criminal defense lawyers and two (2) paralegals. Supervisory duties included primary responsibility for staff training in all aspects of client representation. Prepared written ratings (Officer Evaluation Reports) for the other two attorneys in the office.

* Selected for Senior Defense Lawyer position in first tour of duty (this position is usually given to a Major or senior Captain.)

Trial Defense Lawyer. U.S. Army Judge Advocate General's Corps, Trial Defense Service, Fort Ord, California (October 1989 to May 1991.)

Represented clients accused of criminal offenses and facing trial by Court-Martial. Carried an average case load of 25 concurrent Court-Martial clients. Deployed with units from Fort Ord to Panama from December 19, 1989, to February 6, 1990, in removal of General Noriega from Panama; advised commanders of various legal aspects of armed conflict scenario.

As a lawyer in the Judge Advocate General's Corps, I have:

- Tried approximately 150 jury and bench trials representing clients accused of murder, attempted murder, rape, larceny, aggravated assault and various other serious alleged felony cases.
- Litigated approximately 100 hearings concerning the Command's attempts to discharge a soldier for alleged administrative misconduct.

Speaking/Instructor Experience in the Military of Notable Mention. Speaker and instructor at the Judge Advocate General's School, Charlottesville, VA, 1990. Instructed students on operational law, as well as ethics and professional responsibility.

**TEACHING AND INSTRUCTION EXPERIENCE/ATTENDANCE AT RELEVANT
EDUCATIONAL SEMINARS**

- Adjunct Professor at Community College of Southern Nevada, which became the College of Southern Nevada, teaching Legal Research from 2001-2009. Instructor within College's Paralegal Studies Program teaching substantive law and legal ethics to college students two semesters per year. Total of sixteen (16) semesters.
- Speaker at various Bridge the Gap Continuing Legal Education Programs, beginning in 1993, held in both Las Vegas, NV and in Reno, NV, sponsored by the State Bar of Nevada, provided to new admittees to the Nevada State Bar. One to two hours, depending on curriculum, per year. Topic: Ethics and Professional Responsibility.
- Speaker at various Annual Meetings of the State Bar of Nevada, held in various locations throughout the United States, in capacity as Bar Counsel to the State Bar of Nevada. Topic: Ethics and Professional Responsibility. 1994-2010.
- Speaker at various conventions, held in various locations within the United States and in Canada, sponsored by the Nevada Trial Lawyers Association (NTLA), which became the Nevada Justice Association (NJA), in capacity as Bar Counsel to the State Bar of Nevada. Topic: Ethics and Professional Responsibility. 1994-2010.
- Speaker and Continuing Legal Education Instructor to attorney and non-attorney members of the Federal Public Defender's Office held in both Las Vegas, NV and in Reno, NV, in capacity as Bar Counsel to the State Bar of Nevada. Various times, 1994- 2007. Topic: Ethics and Professional Responsibility.
- Speaker and Continuing Legal Education Instructor to attorney and non-attorney members of various law firms, including McDonald Carano, at both their Las Vegas, NV and Reno, NV offices, in capacity as Bar Counsel to the State Bar of Nevada. Various times, 1994-2010. Topic: Ethics and Professional Responsibility.
- Speaker at various luncheon meetings held by the Southern Nevada Association of Women Attorneys (SNAWA), held in Las Vegas, NV, in capacity as Bar Counsel to the State Bar of Nevada. 1994-2010. Topic: Ethics and Professional Responsibility.
- Speaker and Continuing Legal Education Instructor at various annual Family Law seminars sponsored by the State Bar of Nevada in the State Bar's Family Law section, in both Tonopah, NV and Ely, NV, in capacity as Bar Counsel to the State Bar of Nevada. 1994-2010. Topic: Ethics and Professional Responsibility, specifically as applied to Family Law matters.
- Attendee and occasional Presenter at National Organization of Bar Counsel (NOBC) meetings held in conjunction with the American Bar Association Annual and Semiannual meetings, held in various locations throughout the United States,

in capacity as Bar Counsel to the State Bar of Nevada. 1994-2009. Topic: Ethics and Professional Responsibility.

- Attendee and graduate of Special Court Jurisdiction: Advanced, Two-Week Course at the National Judicial College, Reno, NV, in capacity as Municipal Court Judge. An intense training given to lower court judges, including Ethics instruction relevant to the canons of judicial ethics. 2007.
- Instructor at State Bar of Alabama Annual Convention held in Destin, FL, 2008. Topic: Ethics and Professional Responsibility, with primary focus on the ethics of lawyer advertising.
- Attendee and Graduate of General Court Jurisdiction Two-Week Course at the National Judicial College, Reno, NV, in capacity as District Court Judge. An intense training given to District Court judges, including Ethics instruction relevant to the canons of judicial ethics. 2011.
- Attendee at State Bar of Nevada 2011 Annual Meeting, Kauai, HI. June 2011. Continuing Legal Education seminar. This included 5.5 credit hours of Ethics.
- Attendee at Nevada Justice Association' 35th Annual Convention, San Francisco, CA. September 2011. This included 2 credit hours of Ethics.
- Attendee at Advanced Family Law Seminar, sponsored by the State Bar of Nevada, Las Vegas, NV. December 2011. This included 2 credits hours of Ethics.
- Attendee at Nevada Judicial Leadership Conference, sponsored by the Nevada Administrative Office of Courts, Las Vegas, NV. May 2012. This included 5.5 credit hours of Ethics.
- Instructor to Young Lawyers at the Trial Academy, sponsored by the State Bar of Nevada, San Diego, CA. June 2012. Hands-on, individualized instruction, as a District Judge to lawyers, covering all aspects of the litigation and trial process. This included 12.5 hours of instruction.
- Attendance at the 84th Annual Meeting of the State Bar of Nevada, San Diego, CA. June 2012.
- Attendance at the 36th Annual Convention of the Nevada Justice Association (NJA), San Diego, CA. October 2012. This included 2 credit hours of Ethics.
- Presenter and Ethics Continuing Legal Education Provider at event sponsored by the Washoe County Bar Association, entitled “Preventing Nevada Legal Malpractice,” Reno, NV. March 2013. This included 4 credit hours of Ethics.
- Attendee at Ethics in Trial and Appellate Practice seminar, sponsored by the State Bar of Nevada. February 2013. This included 5 credit hours of Ethics.
- Attendee at “Evidence in a Courtroom Setting” seminar, sponsored by the National Judicial College (NJC). May 2013. This included 2.5 credit hours of Ethics.

- Instructor to Young Lawyers at the Trial Academy, sponsored by the State Bar of Nevada, Lake Tahoe, NV. July 2013. Hands-on, individualized instruction as a District Judge to lawyers, covering all aspects of the litigation and trial process. This included 17.5 credit hours of instruction.
- Instructor, along with attorney F. Lee Bailey, at the Organization of Bar Investigators' Tenth Anniversary Seminar, Las Vegas, NV, October 2013.
- Instructor at Las Vegas Defense Lawyers seminar, "Civil Trial Practice Tips," Las Vegas, NV. January 2014.
- Attendee at Inn of Court seminar, "The Wrong Man: Witness Identification." February 2014.
- Attendee at District Court Judge training on Medical Malpractice cases. April 2014.
- Attendee at State Bar of Nevada 2014 Annual Meeting. July 2014.
- Attendee at National Judicial College seminar, "Today's Justice: The Historic Bases." July 2014.
- Attendee at Nevada Justice Association (NJA) Annual Convention/Seminar. October 2014. This included 2 credit hours of Ethics.
- Instructor at seminar sponsored by the State Bar of Nevada, "Ethics and Practice Tips in Trial and Appellate Practice." October 2014. This included 6 credit hours of Ethics.
- Attendee at the State Bar of Nevada, Young Lawyers Section, 2015 Annual Meeting. July 2015.
- Attendee at Nevada Justice Association 39th Annual Convention. October 2015. This included 2 credit hours of Ethics.
- Attendee at State Bar of Nevada seminar, "Top 10 Ethical Pitfalls for Nevada Attorneys." April 2016. This included 3 credit hours of Ethics.
- Attendee at Supreme Court of Nevada seminar, "Nevada Judicial Leadership Summit." April 2016. This included 4 credit hours of Ethics.
- Attendee at Nevada Justice Association (NJA) 40th Annual Convention/Seminar. September 2016. This included 2 credit hours of Ethics.
- Instructor at Nevada Justice Association (NJA) seminar, "Ethics." February 2017. This included 8 credit hours of Ethics.
- Instructor at event sponsored by the Nevada Attorney General's Office, "Ethics in Litigation." May 2017. This included 3 credit hours of Ethics instruction.
- Attendee at National Judicial College seminar, "Conducting the Trial." June 2017. This included 1.5 credit hours of Ethics.
- Attendee at Nevada Justice Association (NJA) 41st Annual Convention/Seminar. October 2017. This included 1 credit hour of Ethics.

- Attendee at State Bar of Nevada seminar, "To Report or Not to Report, Save a Life." November 2018.
- Instructor at Supreme Court of Nevada seminar, "2019 Nevada Limited Jurisdiction Judges, Winter Seminar." January 2019. Instructed approximately 100 lower court judges on how to make an effective record to better substantiate court orders on appeal.
- Attendee at Eighth Judicial District Court seminar, "Judges Advance." February 2019. This included 1.5 credit hours of Ethics.
- Attendee at Supreme Court of Nevada, Nevada District Judges Conference. May 2019. This included 2 credit hours of Ethics.
- Instructor at Nevada Justice Association seminar held at the Boyd School of Law, "Elements of Nevada Legal Theories." In attendance were lawyers and law students. September 2019.
- Instructor at Nevada Justice Association seminar, "Entertaining Elements of Nevada Legal Theories." November 2019.
- Attendee at State Bar of Nevada seminar, "Dealing with Adversity." June 2020. This included 1 credit hour of Ethics.
- Attendee at Supreme Court of Nevada seminar, "Ethics - Judges as Bosses." August 2020. This included 1 credit hour of Ethics.
- Attendee at Eighth Judicial District Court AB 236 Training. September 2020.
- Attendee at American Arbitration Association continuing legal education program, "Arbitration Fundamentals and Best Practices for New AAA Arbitrators." May 2021. Honored to be thereafter added to the AAA roster of Arbitrators.
- Instructor at Clark County Bar Association luncheon continuing legal education event, "Ethical Landmines in Today's World and How to Avoid Them." June 2021.
- Instructor at 18th Annual State Bar of Nevada Advanced Family Law Program, "Ethical Issues Facing Family Law Attorneys." December 2021.
- Attendee at American Arbitration Association continuing legal education program, "ACE 22 – Process Essentials for AAA Arbitrators." January 2022.

HIGHLIGHTS OF LEGAL MALPRACTICE CASES ASSIGNED TO ME AS DISTRICT JUDGE (2011-2021)

A-10-627470-C - Company sued its former attorneys for alleged malpractice. After extensive motion practice, parties ultimately settled their case (after Defendants' motion to enforce the settlement agreement was granted.)

A-11-650047-C - Personal injury attorney's former client sued for malpractice after she received a smaller settlement than expected. Parties settled at the arbitration stage.

A-13-677618 - Former client sued her divorce attorney for malpractice. Parties stipulated to settle their case just after discovery commenced.

A-17-756039-C - Company sued its former attorney alleging a conflict of interest due to ownership in a competing company. Defendant never appeared resulting in plaintiff obtaining a default judgment.

A-17-759347-C - An elderly couple sued their former attorneys alleging they had stolen their property and overbilled them.

A-17-760737-C - Several financial companies sued multiple firms alleging they failed to diligently represent them in their Nevada cases. The case included extensive motion practice.

A-17-763982-C - Doctor sued his former business attorney based on myriad of malpractice allegations. Numerous pre-trial motions.

A-18-768688-C - Plaintiffs sued their former construction defense attorney. Parties stipulated to dismiss their case.

A-18-785751-C - Attorney sued his former clients for breach of contract (representation on multiple properties on HOA foreclosure cases) and Defendant counterclaimed for legal malpractice. After some motion practice, parties stipulated to dismiss the case.

A-18-786655-C – Plaintiff was an inmate convicted of murder with his father. Plaintiff alleged that his attorney committed legal malpractice for failing to represent him after non-payment. Defendant's motion to dismiss was granted and the order was affirmed by the Nevada Supreme Court.

A-19-792712-C - Plaintiff sued his former personal injury attorney. Complaint was never served and the case was dismissed.

A-19-797290-C - Plaintiffs (estate and the widow) sued their attorney (who drafted the trust document in question) for malpractice alleging that the trust document incorrectly deprived them of their ownership of certain property.

A-19-799229-C - Plaintiff sued her former personal injury attorney. Parties stipulated to dismiss the case.

ETHICS/PROFESSIONAL RESPONSIBILITY REPRESENTATION

- Defense of Nevada lawyer on charges of competency and communication before State Bar of Nevada Disciplinary Panel.
- Defense of Nevada lawyer on charges of failing to adequately supervise non-lawyer staff and communication before State Bar of Nevada Disciplinary Panel.
- Representation of suspended Nevada lawyer regarding allegations of unauthorized practice of law while suspended.
- Special Appearance made on behalf of business owner in an arbitration conducted by JAMS relevant to the attorney-client privilege.

- Representation of Nevada lawyer on charges of competency and misrepresentation of material facts to a client before State Bar of Nevada Disciplinary Panel.
- Defense of Nevada lawyer on charges of failing to safekeep property and misappropriation of client trust funds before State Bar of Nevada Disciplinary Panel.
- Defense of Nevada lawyer on charges of failing to adequately manage a personal injury law firm and alleged condoning the unauthorized practice of law before State Bar of Nevada Disciplinary Panel.
- Defense of Nevada lawyer regarding allegations of fraud before State Bar of Nevada and Supreme Court of Nevada.
- Representation of Nevada lawyer, in Federal Bankruptcy Court, relevant to attorney/client privilege issues stemming from a Motion to Compel turnover of client's file.
- Representation of Nevada lawyer regarding a District Court Judge's Order to Show Cause concerning alleged contempt.

PRIOR EXPERT WITNESS WORK

- Expert Opinion provided to Nevada lawyer regarding the propriety of interviewing employees on behalf of corporate client in light of Upjohn v. United States 449 U.S. 383 (1981).
- Expert Opinion provided to Nevada lawyer regarding attorney/client privilege as applied to partners in a law firm following a partner's departure from firm.
- Expert Opinion provided to Nevada lawyer regarding propriety of personal injury attorney or firm ownership of a medical lien factoring company or business.
- Expert Opinion provided to Nevada lawyer regarding the handling of a known IRS lien at time of settlement disbursement relevant to Achrem v. Expressway Plaza Ltd, 112 Nev. 737 (1996).
- Expert Opinion provided to Nevada lawyer regarding accidental use of trust account check.
- Expert Opinion provided to Nevada lawyer regarding the priority of Offer of Judgment attorney fees & costs law over Prevailing Party fees & costs law.
- Expert Opinion provided on behalf of a business owner regarding waiver of attorney/client privilege.
- Expert Opinion provided to Illinois lawyer regarding appropriate firm name in Nevada as well as requirements of asserting a successful referral fee.
- Expert Opinion provided to Nevada lawyer regarding propriety of "pay per click" (PPC) lawyer advertising in conjunction with sponsorship of charities.
- Expert Opinion provided to Nevada lawyer regarding language to be used in a retainer agreement to appropriately address referral fees.
- Expert Opinion provided to Nevada lawyer regarding proper use of sanctions law in a civil setting as applied to Summary Judgment practice.
- Expert Opinion provided to Nevada lawyer regarding the propriety of surreptitiously

audio-taping a client, and resultant conflict of interest.

- Expert Opinion provided to Nevada lawyer concerning duty to report another lawyer to the State Bar.
- Expert Opinion provided to Nevada lawyer regarding conflict of interest concerns relevant to a former client.
- Expert Opinion provided to Nevada lawyer regarding effect of settlement of partnership dispute when a law partner leaves the firm as it pertains to current partnership-based fee claims.
- Expert Opinion provided to Nevada lawyer regarding the propriety of paying certain costs on behalf of a client in a pending contingency fee matter.
- Expert Opinion provided to Nevada lawyer regarding prior employment in law firm managed by another then-suspended lawyer.
- Expert Opinion provided to Nevada lawyer regarding media question and email relevant to NRPC 3.6 (Trial Publicity).
- Expert Opinion and Report and Supplemental Opinion provided to legal malpractice insurance company regarding the conduct of their insured attorneys following a jury trial and resultant verdict. Additionally, Expert Opinion and advice provided regarding various appellate issues concerning this matter as brought to the attention of the Nevada Supreme Court.
- Expert Opinion and Report provided to Nevada lawyer concerning the legal standard relevant to the duty element in a legal malpractice cause of action.
- Expert Opinion provided to Nevada lawyer concerning conduct of three other Nevada lawyers and their role in positions taken to a District Court in a Motion to Set Aside a Default Judgment.
- Expert Opinion provided to Nevada lawyer regarding applicable legal standard relevant to a claim of disgorgement of attorney's fees in a case where the lawyer is representing a client alleged to have embezzled funds from a corporation which is the subject matter of ongoing litigation.
- Expert Opinions and Reports provided to counsel for Nevada lawyer regarding opposing party's Retainer Agreement. Focus on opinion that Termination provision in Retainer Agreement is unethical as it violates NRPC 1.5 (Fees).
- Various Expert Opinions provided to various Nevada law firms, consistent with forensic review of firms' intake documents and procedures. This includes, but is not limited to, the firms' Retainer Agreement, use of Power of Attorney, use of outsider lender to finance costs, Termination provision, agreement regarding referral fees, and perfection of attorney's lien protocol.
- Expert Opinion and Report provided to Nevada lawyer regarding whether she fairly, as a matter of ethics law, entered into an attorney/client relationship with individuals who claim she did.
- Expert Opinion provided to out-of-state counsel and local counsel regarding the common interest, work-product privilege.

- Expert Opinion and Report provided to counsel for Nevada business owner regarding a Nevada lawyer's role in an alleged extortion attempt.
- Expert Opinion and Report provided to counsel for Nevada law firm relevant to legal malpractice allegations and an involved Statute of Limitations issue.
- Expert Opinion and Report provided to Nevada law firm following their Disqualification based upon conflict-of-interest findings.

PRIOR EXPERT WITNESS WORK THAT INVOLVED TESTIMONY AS AN EXPERT AT TRIAL OR BY DEPOSITION PURSUANT TO NRCP 16.1(a)(2)(B)(v)

- Expert Report and live testimony as an expert provided in State Bar disciplinary action, State Bar v. Jimmerson (2021).
- Expert Report and deposition testimony as an expert provided in Sabrina G. Wibicki v. Atkinson Watkins & Hoffman LLP, et al., Eighth Judicial District Court Case No. A-21-829779-B.
- Expert Report and deposition testimony as an expert provided in Pacific West LLC v. CY 4422Y et al., Eighth Judicial District Court Case No. A-21-844833-B.

SELECTION AS AN ARBITRATOR

- Served as the Arbitrator in a dispute between co-managers of an LLC.
- Served as the Arbitrator in a commercial property dispute as between landlord of a healthcare facility and tenant.
- Served as the Arbitrator in a commercial dispute between two restaurants.
- Served as an Arbitrator Member of a tripartite arbitration panel concerning a dispute amongst managers of a Nevada business.

PROFESSIONAL ASSOCIATIONS

Pennsylvania State Bar (Admitted 1989) (Inactive)
 State Bar of Nevada (1993- Present)
 National Organization of Bar Counsel (1993 - 2010)
 Clark County Bar Association (1994 - Present)
 American Arbitration Association (June 2021 – Present)

NOTABLE PROFESSIONAL AWARDS/RATINGS

- Recipient of the Pro Bono Award of Judicial Excellence, presented by the Legal Aid Center of Southern Nevada (2014).
- Martindale-Hubbell AV Preeminent (the highest peer rating standard). This is given to attorneys who are ranked at the highest level of professional excellence for the legal expertise, communication skills, and ethical standards by their peers.

EXHIBIT 2

Opinion Regarding Professional Negligence/ Malpractice Claim Asserted Against Maier Gutierrez & Associates (“MGA”), Joseph A. Gutierrez, Esq., Jason R. Maier, Esq., and/or Steven G. Knauss, Esq., in *Rene Sheridan v. Joseph Gutierrez, et al.*, Case No. A-21-838187-C, in the Eighth Judicial Court for Clark County, Nevada (the “Lawsuit”)

My opinion is based upon the following information:

Interviews

1. Interview with Jason R. Maier, Esq., and Joseph A. Gutierrez, Esq., June 26, 2023
2. Interview with Steven G. Knauss, Esq., July 3, 2023

Pleadings

3. First Amended Complaint in *Rene Sheridan, et al., v. Gina Goff, et al.*, Case No. A-17-756902-B, in the Eighth Judicial Court for Clark County, Nevada (the “Goff Action”), filed on August 29, 2017; MGA001190-235
4. Notice of Appeal in the Goff Action, filed on June 12, 2018; MGA000764-780
5. Case Appeal Statement in the Goff Action, filed on June 13, 2018; MGA000781-784
6. Docketing Statement in Nevada Supreme Court Case No. 76312, filed on July 17, 2018; MGA001178-1249
7. Confidential Settlement Statement in Nevada Supreme Court Case No. 76312, dated August 27, 2018; MGA001260-1387
8. Motion to Enforce Settlement Agreement on Order Shortening Time in the Goff Action, electronically served October 16, 2018; MGA000001-13
9. Transcript of Proceedings Re: Defendants’ Motion to Enforce Settlement Agreement on Order Shortening Time in the Goff Action, dated October 29, 2018; MGA000205-216
10. Notice of Attorney’s Lien in the Goff Action, filed on October 29, 2018; MGA000974-982
11. Transcript of Proceedings Re: Motion to Enforce, dated December 3, 2018; MGA000217-233
12. Motion to Adjudicate and Enforce Attorney’s Lien on *Ex Parte* Order Shortening Time in the Goff Action, filed on December 13, 2018; MGA000990-001063
13. Notice of Entry of Judgement on Attorney Lien in the Goff Action, filed on February 5, 2019; MGA001167-001175
14. Appellant’s Informal Brief in Nevada Supreme Court Case Nos. 78631/76132, filed on July 16, 2019
15. Order of Affirmance in Nevada Supreme Court Case No. 76132/78631, filed on March 18, 2020; MGA000174-179
16. Complaint for Legal Malpractice (Lawsuit), filed August 31, 2020
17. Notice of Appeal in Nevada Supreme Court Case No. 82104, filed November 18, 2020
18. Docketing Statement in Nevada Supreme Court Case No. 82104, filed on December 16, 2020
19. Record on Appeal (Volumes 1 and 2) in Nevada Supreme Court Case No. 82104, filed on December 29, 2020

20. Order of Affirmance in Nevada Supreme Court Case No. 82224, filed on October 15, 2021.
21. Order of Affirmance in Nevada Court of Appeals Case No. 82104-COA, filed on December 29, 2021
22. Order Dismissing Appeal in Nevada Supreme Court Case No. 84818, filed on June 10, 2022
23. Order Dismissing Appeal in Nevada Supreme Court Case No. 85003, filed on July 21, 2022
24. Satisfaction of Judgement on Attorney Lien in the Goff Action, filed on August 16, 2022; MGA001176-1177

Discovery

25. Plaintiffs' First Set of Requests for Admissions to Defendant Rudolph Sedlak in the Goff Action, electronically served February 27, 2018; MGA001687-94
26. Plaintiffs' First Set of Requests for Production of Documents to Defendant Rudolph Sedlak in the Goff Action, electronically served February 27, 2018; MGA001695-702
27. Plaintiffs' First Set of Interrogatories to Defendant Rudolph Sedlak in the Goff Action, electronically served February 27, 2018; MGA001703-10
28. Plaintiff Rene Sheridan's First Set of Requests for Production of Documents to Defendants Gina Goff and Senior Moment Movie, LLC, in the Goff Action, electronically served June 29, 2018; MGA001711-19
29. Plaintiff's Initial Disclosure of Witnesses and Documents Pursuant to NRCP 16.1 (Lawsuit), filed October 23, 2022
30. Defendants' Initial Disclosure of Witnesses and Documents Pursuant to NRCP 16.1 (Lawsuit), filed October 23, 2022
31. Plaintiff's Answers to Defendant's [sic] First Set of Request for Production of Documents to Rene Sheridan (Lawsuit), filed on December 19, 2022
32. Plaintiff's Answers to Defendant's [sic] First Set of Interrogatories to Plaintiff Rene Sheridan (Lawsuit), filed on December 19, 2022

Other

33. Correspondence between MGA and McDonald Carano Wilson, MGA000201-204
34. Engagement Agreement between MGA and Rene Sheridan and GoRock LLC, dated December 9, 2017; MGA000266-271
35. MGA Invoices to Rene Sheridan, MGA000272-313
36. Correspondence between MGA and Rene Sheridan/Patrick Cannon, MGA000314-319; MGA000322-325; MGA000327-328; MGA000331-339; MGA000346-347; MGA000351-361; MGA000365; MGA 000381-385; MGA000388-392; MGA000416-423
37. Email correspondence between MGA and Rene Sheridan/Patrick Cannon dated from September 3, 2018, to September 6, 2018.