

Electronically Filed  
Jul 16 2020 02:47 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**NOAS (CIV)**

Maurice VerStandig, Esq. (Bar No.: 15346)

THE VERSTANDIG LAW FIRM, LLC

1452 W. Horizon Ridge Pkwy, #665

Henderson, Nevada 89012

Telephone/Facsimile: (301)444-4600

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*Appellate Counsel for the Defendants/Counterclaimants*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

NANCY HAACK, an individual; and NRS  
REALTY GROUP, LLC, a Nevada Limited  
Liability Company, d/b/a LIFE REALTY

Plaintiffs,

v.

SEAN EVENDEN, an individual; ROGER  
AYALA, an individual; DOE Individuals I  
through X; and ROE CORPORATIONS and  
ORGANIZATIONS I through X, inclusive.

Defendants,

---

SEAN EVENDEN, an individual; ROGER  
AYALA, an individual; and NRS REALTY  
GROUP, LLC, a Nevada Limited Liability  
Company, d/b/a LIFE REALTY,

Counterclaimants,

v.

NANCY HAACK, an individual,

Counter-defendant.

Notice is hereby given that Sean Evenden and Roger Ayala, defendants and  
counterclaimants in the above-captioned matter, hereby appeal to the Supreme Court of Nevada  
from the Decision & Order entered in this action on the 17th day of June, 2020.

NOTICE OF APPEAL - 1

Docket 81473 Document 2020-26213

Case Number: A-17-753435-C

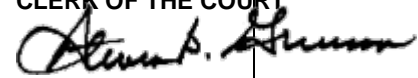
1  
2 Respectfully submitted,

3 /s/ Maurice B. VerStandig  
4 Maurice B. VerStandig, Esq.  
5 Bar No. 15346  
6 The VerStandig Law Firm, LLC  
7 1452 W. Horizon Ridge Pkwy, #665  
8 Henderson, Nevada 89012  
9 Telephone: 301-444-4600  
10 Facsimile: 301-444-4600  
11 Electronic Mail: mac@mbvesq.com  
12 *Appellate Counsel for the*  
13 *Defendants/Counterclaimants*

14  
15 **CERTIFICATE OF SERVICE**

16 I hereby certify that on this 10th day of July, 2020, I caused a true and correct copy of the  
17 foregoing paper to be served on all counsel of record herein through this Honorable Court's  
18 electronic filing system, in conformity with Nevada Rule of Civil Procedure 5(b)(2)(E).  
19

20  
21 /s/ Maurice B. VerStandig  
22 Maurice B. VerStandig, Esq.  
23  
24  
25  
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27  
28



ASTA (CIV)

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AYALA, an individual; and NRS REALTY  
GROUP, LLC, a Nevada Limited Liability  
Company, d/b/a LIFE REALTY,

Counterclaimants,

v.

NANCY HAACK, an individual,

Counter-defendant.

Come now Sean Evenden and Roger Ayala, defendants and counterclaimants in the  
above-captioned matter, pursuant to Nevada Rule of Appellate Procedure 3(f), and in support of  
their appeal state as follows:

CASE APPEAL STATEMENT - 1

1           1.       Name of appellant filing this case appeal statement: Sean Evenden and Roger  
2 Ayala are filing this case appellate statement.

3           2.       Identify the judge issuing the decision, judgment, or order appealed from: The  
4 Honorable Stefany A. Miley is the District Judge who issued the decision from which this  
5 appeal is taken.  
6

7           3.       Identify each appellant and the name and address of counsel for each appellant:  
8 The appellants herein are Sean Evenden and Roger Ayala. Counsel for the appellants is Maurice  
9 B. VerStandig, Esq., whose address is in the care of The VerStandig Law Firm, LLC, 1452 W.  
10 Horizon Ridge Parkway, #665, Henderson, Nevada 89012.  
11

12           4.       Identify each respondent and the name and address of appellate counsel, if  
13 known, for each respondent (if the name of a respondent's appellate counsel is unknown,  
14 indicate as much and provide the name and address of that respondent's trial counsel): The  
15 respondents herein are Nancy Haack and NRS Realty Group, LLC d/b/a Life Realty. Appellate  
16 counsel for the respondents is unknown as of present. Nancy Haack proceeded *pro se* at trial  
17 herein. John R. Holiday, Esq. appeared on behalf of NRS Realty Group, LLC at trial herein; his  
18 address is in the care of the Law Office of John Holiday, 8275 S. Eastern Avenue, Suite 200,  
19 Las Vegas, Nevada 89123. Following trial in this matter, Michael C. Van, Esq. and Karl A.  
20 Shelton, Esq. appeared on behalf of Nancy Haack, one of the respondents herein; their address  
21 is in the care of Shumway Van, 8985 South Eastern Avenue, Suite 100, Las Vegas, Nevada  
22 89123.  
23  
24

25           5.       Indicate whether any attorney identified above in response to question 3 or 4 is  
26 not licensed to practice law in Nevada and, if so, whether the district court granted that attorney  
27 permission to appear under SCR 42 (attach a copy of any district court order granting such  
28

1 permission): All attorneys referenced in the foregoing paragraph are licensed to practice law in  
2 the State of Nevada.

3 6. Indicate whether appellant was represented by appointed or retained counsel in  
4 the district court: Sean Evenden and Roger Ayala, appellants herein, were represented by  
5 retained counsel in the District Court, with said counsel being Patrick J. Sheehan, Esq.  
6

7 7. Indicate whether appellant is represented by appointed or retained counsel on  
8 appeal: Sean Evenden and Roger Ayala, appellants herein, are represented by undersigned  
9 retained counsel, Maurice B. VerStandig, Esq., on appeal.  
10

11 8. Indicate whether appellant was granted leave to proceed in forma pauperis, and  
12 the date of entry of the district court order granting such leave: Sean Evenden and Roger Ayala,  
13 appellants herein, neither sought – nor were granted – leave to proceed *in forma pauperis*.

14 9. Indicate the date the proceedings commenced in the district court (e.g., date  
15 complaint, indictment, information, or petition was filed): This matter commenced in the  
16 District Court on April 3, 2017.  
17

18 10. Provide a brief description of the nature of the action and result in the district  
19 court, including the type of judgment or order being appealed and the relief granted by the  
20 district court: This matter concerns a dispute between individuals who, at least formerly, were  
21 joint owners of a Nevada real estate firm. The nature of this action in the District Court was  
22 Nancy Haack's claim for (i) breach of contract; (ii) breach of the implied covenant of good faith  
23 and fair dealing; (iii) breach of fiduciary duty; (iv) conversion; (v) indemnity; (vi) accounting;  
24 (vii) interference with prospective economic advantage; and (viii) usurpation of corporate  
25 opportunities, together with Sean Evenden and Roger Ayala's counterclaim for (a) breach of  
26 contract; (b) breach of the implied covenant of good faith and faith dealing; (c) tortious  
27  
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1 interference with contract and prospective economic advantage; and (d) declaratory relief. This  
2 appeal is from the Decision & Order of the District Court, made following a multiday bench  
3 trial, in which judgment is awarded to Nancy Haack on her claims for (1) breach of the implied  
4 covenant of good faith and fair dealing; and (2) breach of fiduciary duty. The District Court  
5 ordered Roger Ayala and Sean Evenden to pay Nancy Haack various monies; the District Court  
6 also ordered Nancy Haack to designate three independent accountants, from whom Roger Ayala  
7 and Sean Evenden would select one, for purposes of providing an independent accounting of  
8 NRS Realty Group, LLC pursuant to which Sean Evenden and Roger Ayala shall pay Nancy  
9 Haack additional monies.  
10  
11

12 11. Indicate whether the case has previously been the subject of an appeal to or  
13 original writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket  
14 number of the prior proceeding: This matter has not been the subject of any previous appellate  
15 proceedings.  
16

17 12. Indicate whether this appeal involves child custody or visitation: This appeal  
18 does not involve child custody or visitation.

19 13. If this is a civil case, indicate whether this appeal involves the possibility of  
20 settlement: This is a civil case, and while there is always a possibility of settlement in such  
21 matters, appellants Sean Evenden and Roger Ayala do not believe such to be realistic or likely  
22 *sub judice*.  
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**[DATE AND SIGNATURE ON FOLLOWING PAGE]**

1 DATED this 10th day of July, 2020

Respectfully submitted,

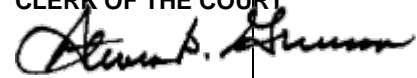
2  
3 /s/ Maurice B. VerStandig  
4 Maurice B. VerStandig, Esq.  
5 Bar No. 15346  
6 THE VERSTANDIG LAW FIRM, LLC  
7 1452 W. Horizon Ridge Pkwy, #665  
8 Henderson, Nevada 89012  
9 Telephone: 301-444-4600  
10 Facsimile: 301-444-4600  
11 Electronic Mail: mac@mbvesq.com  
12 *Appellate Counsel for the*  
13 *Defendants/Counterclaimants*

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 10th day of July, 2020, I caused a true and correct copy of the foregoing paper to be served on all counsel of record herein through this Honorable Court's electronic filing system, in conformity with Nevada Rule of Civil Procedure 5(b)(2)(E).

/s/ Maurice B. VerStandig  
Maurice B. VerStandig, Esq.



**COAB (CIV)**

Maurice VerStandig, Esq. (Bar No.: 15346)

THE VERSTANDIG LAW FIRM, LLC

1452 W. Horizon Ridge Pkwy, #665

Henderson, Nevada 89012

Telephone/Facsimile: (301)444-4600

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*Appellate Counsel for the Defendants/Counterclaimants*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

NANCY HAACK, an individual; and NRS  
REALTY GROUP, LLC, a Nevada Limited  
Liability Company, d/b/a LIFE REALTY

Plaintiffs,

v.

SEAN EVENDEN, an individual; ROGER  
AYALA, an individual; DOE Individuals I  
through X; and ROE CORPORATIONS and  
ORGANIZATIONS I through X, inclusive.

Defendants,

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SEAN EVENDEN, an individual; ROGER  
AYALA, an individual; and NRS REALTY  
GROUP, LLC, a Nevada Limited Liability  
Company, d/b/a LIFE REALTY,

Counterclaimants,

v.

NANCY HAACK, an individual,

Counter-defendant.

Come now Sean Evenden and Roger Ayala, defendants and counterclaimants in the  
above-captioned matter, by and through undersigned counsel, and hereby give notice that of  
even date herewith they are causing to be sent to the clerk of this Honorable Court (i) a check in

**COST ON APPEAL BOND - 1**



1 the amount of Five Hundred Dollars and No Cents (\$500.00) as and for a cost on appeal bond,  
2 pursuant to Nevada Rule of Appellate Procedure 7(b); and (ii) a check in the amount of Two  
3 Hundred Fifty Dollars and No Cents (\$250.00) as and for the Supreme Court filing see set forth  
4 in Nevada Rule of Appellate Procedure 3(e). These monies are being tendered in addition to the  
5 filing fees charged by this Honorable Court and tendered of even date herewith through this  
6 Honorable Court's electronic filing system.  
7

8  
9 Respectfully submitted,

10  
11 /s/ Maurice B. VerStandig  
12 Maurice B. VerStandig, Esq.  
13 Bar No. 15346  
14 The VerStandig Law Firm, LLC  
15 1452 W. Horizon Ridge Pkwy, #665  
16 Henderson, Nevada 89012  
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20 *Appellate Counsel for the*  
21 *Defendants/Counterclaimants*

22  
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25 foregoing paper to be served on all counsel of record herein through this Honorable Court's  
26 electronic filing system, in conformity with Nevada Rule of Civil Procedure 5(b)(2)(E).  
27

28  
/s/ Maurice B. VerStandig  
Maurice B. VerStandig, Esq.

**CASE SUMMARY****CASE NO. A-17-753435-C**

Nancy Haack, Plaintiff(s)  
 vs.  
 Sean Evenden, Defendant(s)

§  
 §  
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 §  
 §

Location: **Department 23**  
 Judicial Officer: **Miley, Stefany**  
 Filed on: **04/03/2017**  
 Case Number History:  
 Cross-Reference Case Number: **A753435**

**CASE INFORMATION****Statistical Closures**

06/17/2020 Judgment Reached (bench trial)

Case Type: **Other Tort**

Case Status: **06/17/2020 Closed**

**DATE****CASE ASSIGNMENT****Current Case Assignment**

Case Number A-17-753435-C  
 Court Department 23  
 Date Assigned 04/06/2017  
 Judicial Officer Miley, Stefany

**PARTY INFORMATION**

<b>Plaintiff</b>	<b>Haack, Nancy</b>	<b>Shelton, Karl A.</b> <i>Retained</i> 702-478-7770(W)
	<b>NRS Realty Group LLC</b>	<b>Van, Michael C.</b> <i>Retained</i> 702-478-7770(W)
<b>Defendant</b>	<b>Ayala, Roger</b>	<b>Sheehan, Patrick J.</b> <i>Retained</i> 702-692-8011(W)
	<b>Evenden, Sean</b>	<b>Sheehan, Patrick J.</b> <i>Retained</i> 702-692-8011(W)
<b>Counter Claimant</b>	<b>Ayala, Roger</b>	<b>Sheehan, Patrick J.</b> <i>Retained</i> 702-692-8011(W)
	<b>Evenden, Sean</b>	<b>Sheehan, Patrick J.</b> <i>Retained</i> 702-692-8011(W)
	<b>NRS Realty Group LLC</b>	<b>Van, Michael C.</b> <i>Retained</i> 702-478-7770(W)
<b>Counter Defendant</b>	<b>Haack, Nancy</b>	<b>Shelton, Karl A.</b> <i>Retained</i> 702-478-7770(W)

**DATE****EVENTS & ORDERS OF THE COURT****INDEX**














04/03/2017

**EVENTS**

Complaint

# CASE SUMMARY

CASE NO. A-17-753435-C

	Filed By: Counter Defendant Haack, Nancy <i>Complaint</i>
04/06/2017	 Peremptory Challenge Filed by: Counter Defendant Haack, Nancy <i>Peremptory Challenge of Judge</i>
04/06/2017	 Notice of Department Reassignment <i>Notice of Department Reassignment</i>
04/12/2017	 Affidavit of Service Filed By: Counter Defendant Haack, Nancy <i>Affidavit of Service</i>
04/12/2017	 Affidavit of Service Filed By: Counter Defendant Haack, Nancy <i>Affidavit of Service</i>
04/26/2017	 Motion to Dismiss Filed By: Counter Claimant Evenden, Sean <i>Motion to Dismiss or Alternatively for Summary Judgment</i>
04/27/2017	 Initial Appearance Fee Disclosure Filed By: Counter Claimant Evenden, Sean <i>Initial Appearance Fee Disclosure</i>
05/03/2017	 Affidavit of Service Filed By: Counter Defendant Haack, Nancy <i>Affidavit of Service</i>
05/03/2017	 Affidavit of Service Filed By: Counter Defendant Haack, Nancy <i>Affidavit of Service</i>
05/25/2017	 Opposition to Motion to Dismiss Filed By: Counter Defendant Haack, Nancy <i>Plaintiffs' Opposition to Motion to Dismiss or Alternatively for Summary Judgment</i>
06/06/2017	 Reply in Support Filed By: Counter Claimant Evenden, Sean <i>Reply in Support of Motion to Dismiss or Alternatively for Summary Judgment</i>
06/13/2017	 Notice of Rescheduling of Hearing <i>Notice of Rescheduling of Hearing</i>
07/18/2017	 Order Denying Motion Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>Order Denying Defendants' Motion to Dismiss or Alternatively Motion for Summary Judgment</i>
07/21/2017	 Notice of Entry of Order Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>Notice of Entry of Order</i>
07/24/2017	















**CASE SUMMARY**

**CASE NO. A-17-753435-C**

	 Stipulation and Order <i>Stipulation and Order</i>
07/24/2017	 Notice of Entry of Order <i>Notice of Entry of Order</i>
07/24/2017	 Amended Complaint Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>First Amended Complaint</i>
08/14/2017	 Answer and Counterclaim Filed By: Counter Claimant Evenden, Sean <i>Defendant's Answer to First Amended Complaint and Counterclaim</i>
08/21/2017	 Notice of Lis Pendens <i>Notice of Lis Pendens</i>
09/08/2017	 Answer to Counterclaim <i>Answer to Defendants' Counterclaim</i>
10/02/2017	 Joinder to Case Conference Report <i>Joint Case Conference</i>
10/18/2017	 Motion for Appointment of Receiver <i>Plaintiffs' Motion for Appointment of a Receiver</i>
11/09/2017	 Stipulation and Order Filed by: Counter Claimant Evenden, Sean <i>Stipulation and Order to Extend Briefing Schedule</i>
11/09/2017	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant Evenden, Sean <i>Notice of Entry of Stipulation and Order</i>
11/22/2017	 Scheduling Order <i>Scheduling Order</i>
12/12/2017	 Opposition Filed By: Counter Claimant Evenden, Sean <i>Defendants Opposition to Plaintiffs' Motion for Appointment of a Receiver</i>
12/27/2017	 Order Setting Civil Bench Trial <i>Order Setting Civil Bench Trial</i>
12/29/2017	 Notice of Change of Hearing
01/18/2018	 Reply in Support <i>Plaintiffs' Reply in Support of their Motion for Appointment of a Receiver</i>
02/08/2018	 Decision and Order <i>Decision and Order</i>

# CASE SUMMARY

CASE NO. A-17-753435-C

02/13/2018	 Notice of Entry of Order Filed By: Counter Claimant Evenden, Sean <i>Notice of Entry of Order</i>
03/16/2018	 Recorders Transcript of Hearing <i>Transcript of Hearing: Plaintiff s Motion for Appointment of a Receiver January 23, 2018</i>
03/27/2018	 Substitution of Attorney Filed by: Counter Defendant Haack, Nancy <i>Substitution of Attorneys.</i>
03/27/2018	 Notice of Substitution of Parties Filed By: Counter Defendant Haack, Nancy <i>Notice of Substitution of Attorneys.</i>
04/06/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>Notice of Subpoena Duces Tecum to Custodian of Records for Lone Wolf Technologies.</i>
04/06/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>Notice of Subpoena Duces Tecum for Custodian of Records for ADP, LLC</i>
04/06/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>Notice of Subpoena Duces Tecum to Custodian of Records for JPMorgan Chase Bank</i>
04/17/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>Notice of Subpoena Duces Tecum - Vestar Green Valley, LLC.</i>
04/20/2018	 Motion to Extend Discovery Filed By: Counter Defendant Haack, Nancy <i>Plaintiffs' Motion to Extend Time to Complete Discovery</i>
04/26/2018	 Opposition Filed By: Counter Claimant Evenden, Sean <i>Defendant's Opposition to Plaintiffs' Motion to Extend Time to Complete Discovery (First Request)</i>
05/01/2018	 Subpoena Electronically Issued Filed by: Counter Defendant Haack, Nancy <i>Subpoena - Nancy Chen.</i>
05/01/2018	 Subpoena Electronically Issued Filed by: Counter Defendant Haack, Nancy <i>Subpoena - Keri Fowler.</i>
05/01/2018	 Subpoena Electronically Issued Filed by: Counter Defendant Haack, Nancy <i>Subpoena - Kevin Ghafouria.</i>
05/01/2018	 Subpoena Electronically Issued Filed by: Counter Defendant Haack, Nancy

# CASE SUMMARY

CASE NO. A-17-753435-C

*Subpoena - Ryan Gibbs.*

05/01/2018



Subpoena Electronically Issued

Filed by: Counter Defendant Haack, Nancy

*Subpoena - Michael Rebarchick.*

05/01/2018



Subpoena Electronically Issued

*Subpoena - Sallee Miller.*

05/01/2018



Subpoena Electronically Issued

Filed by: Counter Defendant Haack, Nancy

*Subpoena - Sandra Palma.*

05/01/2018



Subpoena Electronically Issued

Filed by: Counter Defendant Haack, Nancy

*Subpoena - Mary Carmen Ruiz.*

05/01/2018



Subpoena Electronically Issued

Filed by: Counter Defendant Haack, Nancy

*Subpoena - Corey Toushin.*

05/02/2018



Notice

Filed By: Counter Defendant Haack, Nancy

*Notice of Issuance of Subpoena to Corey Toushin.*

05/02/2018



Notice

Filed By: Counter Defendant Haack, Nancy

*Notice of Issuance of Subpoena to Mary Carmen Ruiz.*

05/02/2018



Notice

Filed By: Counter Defendant Haack, Nancy

*Notice of Issuance of Subpoena to Sandra Palma.*

05/02/2018



Notice

Filed By: Counter Defendant Haack, Nancy

*Notice of Issuance of Subpoena to Sallee Miller.*

05/02/2018



Notice

Filed By: Counter Defendant Haack, Nancy

*Notice of Issuance of Subpoena to Michael Ribarchick.*

05/02/2018



Order Shortening Time

Filed By: Counter Defendant Haack, Nancy

*Order Shortening Time.*

05/07/2018



Notice

Filed By: Counter Defendant Haack, Nancy

*Notice of Issuance of Subpoena to Jessica Johnson.*

05/09/2018



Reply in Support















Filed By: Counter Defendant Haack, Nancy

*Plaintiffs' Reply in Support to Motion to Extend Time to Complete Discovery. (First Request).*

05/10/2018













# CASE SUMMARY

CASE NO. A-17-753435-C

	 Notice Filed By: Counter Defendant Haack, Nancy <i>Notice of Issuance of Subpoena to Kevin Ghafouria.</i>
05/10/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>Notice of Issuance of Subpoena to Jessica Johnson.</i>
05/10/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>Notice of Issuance of Subpoena to Keri Fowler.</i>
05/10/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>Notice of Issuance of Subpoena to Ryan Gibbs.</i>
05/10/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>Notice of Issuance of Subpoena to Nancy Chen.</i>
05/17/2018	 Notice to Vacate Deposition Filed by: Counter Defendant Haack, Nancy <i>Notice to Vacate Deposition of Sean Evenden</i>
05/17/2018	 Notice to Vacate Deposition Filed by: Counter Defendant Haack, Nancy <i>Notice to Vacate Deposition of Kevin Ghafouria</i>
05/17/2018	 Notice to Vacate Deposition Filed by: Counter Defendant Haack, Nancy <i>Notice to Vacate Deposition of Keri Fowler</i>
05/17/2018	 Notice to Vacate Deposition Filed by: Counter Defendant Haack, Nancy <i>Notice to Vacate Deposition of Nancy Chen</i>
05/17/2018	 Notice to Vacate Deposition Filed by: Counter Defendant Haack, Nancy <i>Notice to Vacate Deposition of Jessica Johnson</i>
05/17/2018	 Notice to Vacate Deposition Filed by: Counter Defendant Haack, Nancy <i>Notice to Vacate Deposition of Roger Ayala</i>
05/22/2018	 Notice to Vacate Deposition Filed by: Counter Defendant Haack, Nancy <i>Notice to Vacate Deposition of Mary Carmen Ruiz.</i>
05/23/2018	 Second Amended Complaint Filed By: Counter Defendant Haack, Nancy <i>Plaintiffs' Second Amended Complaint.</i>
05/25/2018	 Order Setting Civil Bench Trial <i>Order Re-Setting Civil Bench Trial</i>

# CASE SUMMARY

CASE NO. A-17-753435-C

05/31/2018	 Order Filed By: Counter Defendant Haack, Nancy <i>Order Granting Plaintiffs' Motion to Extend Time and Complete Discovery, (First Request).</i>
06/01/2018	 Notice of Entry of Order Filed By: Counter Defendant Haack, Nancy <i>Notice of Entry of Order.</i>
06/14/2018	 Stipulation and Order to Extend Discovery Deadlines Filed By: Counter Defendant Haack, Nancy <i>Stipulation and Order to Extend Discovery Deadlines (Second Request).</i>
06/18/2018	 Answer Filed By: Counter Claimant Evenden, Sean <i>Defendants Answer to Second Amended Complaint and First Amended Counterclaim</i>
07/11/2018	 Answer to Counterclaim Filed By: Counter Defendant Haack, Nancy <i>Plaintiff/Counterdefendant, Nancy Hack's Answer to Defendants' First Amended Counterclaim.</i>
07/11/2018	 Motion to Strike Filed By: Counter Defendant Haack, Nancy <i>Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim.</i>
07/20/2018	 Notice to Vacate Deposition Filed by: Counter Defendant Haack, Nancy <i>Notice to Vacate the Deposition of Kevin Ghafouria</i>
07/20/2018	 Notice to Vacate Deposition Filed by: Counter Defendant Haack, Nancy <i>Notice to Vacate the Deposition of Nancy Chen</i>
07/23/2018	 Notice of Hearing Filed By: Counter Defendant Haack, Nancy <i>Notice of Hearing.</i>
08/07/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>Notice of Issuance of Subpoena Duces Tecum to Custodian of Records for JPMorgan Chase Bank.</i>
08/07/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>Notice of Issuance of Subpoena to Testify at a Deposition in a Civil Action for Jennifer K. Garcia.</i>
08/17/2018	 Notice to Vacate Deposition Filed by: Counter Defendant Haack, Nancy <i>Notice to Vacate Deposition of Jessica Johnson.</i>
09/10/2018	 Opposition Filed By: Counter Claimant Evenden, Sean



**CASE SUMMARY**

**CASE NO. A-17-753435-C**

*Defendants Opposition to Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim or Alternatively a Countermotion for Leave to Amend*

09/13/2018



Statement

Filed by: Counter Defendant Haack, Nancy  
*Plaintiffs' Omnibus Statement of Undisputed Facts In Support of Motions for Summary Judgment.*

09/13/2018



Motion for Partial Summary Judgment

Filed By: Counter Defendant Haack, Nancy  
*Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims*

09/13/2018



Motion for Partial Summary Judgment

Filed By: Counter Defendant Haack, Nancy  
*Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims*

09/13/2018



Declaration

Filed By: Counter Defendant Haack, Nancy  
*Declaration of Karl A. Shelton, Esq., Regarding Plaintiffs Omnibus Appendix of Exhibits to Oppositions to Motions for Summary Judgment.*

09/13/2018



Appendix

Filed By: Counter Defendant Haack, Nancy  
*Omnibus Appendix of Exhibits to Plaintiffs' Motions for Partial Summary Judgment.*

09/13/2018



Exhibits

Filed By: Counter Defendant Haack, Nancy  
*Exhibits 1-23.*

09/13/2018



Exhibits

Filed By: Counter Defendant Haack, Nancy  
*Exhibits 24-49.*

09/19/2018



Reply in Support

Filed By: Counter Defendant Haack, Nancy  
*Plaintiffs' Reply in Support of Their Motion to Strike Claims in Defendants' First Amended Counterclaim*

09/20/2018



Notice of Hearing

Filed By: Counter Defendant Haack, Nancy  
*Notice of Hearing on Motions.*

09/20/2018



Certificate of Service

Filed by: Counter Defendant Haack, Nancy  
*Certificate of Service.*

10/08/2018



Opposition

Filed By: Counter Claimant Evenden, Sean  
*Defendants (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims and (3) Defendant's Countermotion for Summary Judgment in its Favor on All Claims*

10/25/2018



Reply in Support

Filed By: Counter Defendant Haack, Nancy

**CASE SUMMARY**

**CASE NO. A-17-753435-C**

*Plaintiffs' Reply in Support of Motions for Partial Summary Judgment and Opposition to Defendants' Countermotion For Summary Judgment.*

10/30/2018



Reply in Support

Filed By: Counter Claimant Evenden, Sean

*Defendants Reply in Support of Countermotion for Summary Judgment in its Favor on All Claims*

10/31/2018



Joint Pre-Trial Memorandum

Filed By: Counter Defendant Haack, Nancy

*Joint Pre-Trial Memorandum*

11/09/2018



Stipulation and Order

Filed by: Counter Claimant Evenden, Sean

*Stipulation and Order to File Second Amended Counterclaim*

11/09/2018



Counterclaim

Filed By: Counter Claimant Evenden, Sean

*Defendants Second Amended Counterclaim*

12/14/2018



Amended Order Setting Civil Non-Jury Trial

*Amended Order Setting Civil Non-Jury Trial*

12/17/2018



Decision and Order

*Decision and Order*

12/27/2018



Recorders Transcript of Hearing

*Transcript Re: All Pending Motions...Calendar Call November 6, 2018*

02/19/2019



Notice of Rescheduling

*Notice Resetting Hearing*

02/21/2019



Notice

*Notice of Scheduling Settlement Conference*

04/04/2019



Notice of Rescheduling of Hearing

*Notice of Rescheduling Hearing*

04/09/2019



Notice of Hearing

*Notice of Hearing*

04/15/2019



Notice of Hearing

*Amended Notice of Hearing*

04/18/2019



Amended Order Setting Civil Non-Jury Trial

*Amended Order Setting Civil Non-Jury Trial*

05/14/2019



Ex Parte

Filed By: Counter Defendant Haack, Nancy

*Plaintiffs' Ex Parte Application for a Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time.*

05/16/2019



Order Granting














# CASE SUMMARY

CASE NO. A-17-753435-C

	<p>Filed By: Counter Defendant Haack, Nancy  <i>Order Granting Temporary Restraining Order and Setting Hearing on Motion got Preliminary Injunction</i></p>
05/17/2019	<p> Notice of Entry of Order            Filed By: Counter Defendant Haack, Nancy  <i>Notice of Entry of Order</i></p>
06/04/2019	<p> Stipulation and Order            Filed by: Counter Claimant Evenden, Sean  <i>Stipulation and Order</i></p>
06/04/2019	<p> Notice of Entry of Stipulation and Order            Filed By: Counter Claimant Evenden, Sean  <i>Notice of Entry of Stipulation and Order</i></p>
06/10/2019	<p> Notice of Rescheduling  <i>Notice of Rescheduling</i></p>
07/08/2019	<p> Order Setting Civil Bench Trial  <i>Order Re-Setting Firm Civil Bench Trial</i></p>
09/03/2019	<p> Motion to Withdraw As Counsel            Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC  <i>Shumway Van's Motion to Withdraw As Counsel for Nancy Haack and NRS Realty Group, LLC</i></p>
09/04/2019	<p> Opposition            Filed By: Counter Defendant Haack, Nancy  <i>Opposition to Withdraw From Case as Attorney of Record</i></p>
09/04/2019	<p> Clerk's Notice of Hearing  <i>Clerk's Notice of Hearing</i></p>
09/06/2019	<p> Ex Parte Application            Party: Counter Defendant Haack, Nancy  <i>Ex-Parte Application for an Order Shortening Time re: Shumway Van's Motion to Withdraw as Counsel for Nancy Haack and NRS Realty Group, LLC</i></p>
09/06/2019	<p> Order Shortening Time            Filed By: Counter Defendant Haack, Nancy  <i>Order Shortening Time</i></p>
09/09/2019	<p> Receipt of Copy            Filed by: Counter Defendant Haack, Nancy  <i>Receipt of Copy of Order Shortening Time &amp; Ex-Parte Application for an Order Shortening Time</i></p>
09/09/2019	<p> Proof of Service            Filed by: Counter Defendant Haack, Nancy  <i>Proof of Service of Order Shortening Time to Nancy Haack</i></p>
09/17/2019	<p> Notice of Attorney Lien  <i>Notice of Attorney Lien</i></p>

# CASE SUMMARY

CASE NO. A-17-753435-C

09/18/2019	 Order Granting <i>Order Granting Motion to Withdraw as Counsel of Record for Nancy Haack and NRS Realty Group, LLC</i>
09/18/2019	 Notice of Entry of Stipulation and Order <i>Notice of Entry of Order Granting Motion to Withdraw as Counsel of Record for Nancy Haack and NRS Realty Group, LLC</i>
10/04/2019	 Notice of Appearance Party: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>Notice of Appearance</i>
11/15/2019	 Trial Brief Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>Trial Brief</i>
11/17/2019	 Motion to Strike Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>Motion to Strike Defendants' Trial Brief for Including Deposition Transcript as Direct Evidence</i>
11/18/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
12/04/2019	 Opposition to Motion Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>Opposition to Motion to Strike Defendants' Trial Brief</i>
12/20/2019	 Order <i>Order Re-Setting Firm Civil Bench Trial</i>
01/03/2020	 Motion in Limine Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>Motion in Limine for Admission of Regular Business Records/Accounting Records Supplemented After the Date of Discovery and for the Admission of Other Relevant Evidence Arising After the Close of Discovery</i>
01/06/2020	 Clerk's Notice of Nonconforming Document <i>Clerk's Notice of Nonconforming Document</i>
01/06/2020	 Motion for Order to Show Cause Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>Motion for Order to Show Cause why Sean Evenden and Roger Ayala Should Not Be Held in Contempt and to Compel Defendants to Make Mandatory Supplemental Disclosures Pursuant to NRCP 26(e)(1)</i>
01/07/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
01/07/2020	 Order to Show Cause Filed by: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>Motion for an Order to Show Cause why Sean Evenden and Roger Ayala Should Not Be Held in Contempt and to Compel Defendants to Make Mandatory Supplemental Disclosures Pursuant to NRCP 26(e)(1)</i>

# CASE SUMMARY

CASE NO. A-17-753435-C

01/13/2020



## Opposition to Motion

Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger  
*Defendants Opposition to Motion for an Order to Show Cause Why Sean Evenden and Roger Ayala Should Not be Held in Contempt and to Compel Defendants to Make Mandatory Supplemental Disclosures Pursuant to NRCP 26(e)(1) and Countermotion for Sanctions Against Plaintiff's Counsel, John Holiday*

01/13/2020



## Reply to Opposition

Filed by: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC  
*Reply to Defendant's Opposition to Motion for an Order to Show Cause Why Sean Evenden and Roger Ayala Should Not be Held in Contempt and to Compel Defendants to Make Mandatory Supplemental Disclosures Pursuant to NRCP 26(E)(1) and Opposition to Countermotion for Sanctions Against Plaintiff's Counsel, John Holiday*

01/14/2020



## Clerk's Notice of Hearing

*Notice of Hearing*

01/14/2020



## Notice of Change of Hearing

*Notice of Vacating Hearing*

01/16/2020



## Motion

Filed By: Counter Defendant Haack, Nancy  
*Motion for Plaintiff to Act as Pro Se Litigant*

01/16/2020



## Recorders Transcript of Hearing

*Recorder s Transcript of Proceedings: Show Cause Hearing, January 14, 2020*

01/17/2020



## Opposition to Motion in Limine

Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger  
*Defendants Opposition to Motion in Limine for Admission of Regular Business Records/Accounting Records Supplemented After the Date of Discovery and for the Admission of Other Relevant Evidence Arising After the Close of Discovery and Countermotion in Limine to Preclude the Same*

01/17/2020



## Proof of Service

Filed by: Counter Defendant Haack, Nancy  
Party Served: Counter Claimant Evenden, Sean  
*Proof of Service*

01/21/2020



## Document Filed

Filed by: Counter Defendant Haack, Nancy  
*Submission of Evidence as Attached*

01/27/2020



## Order Denying Motion

Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger  
*Order Denying Motion to Strike Defendants' Trial Brief*

01/27/2020



## Order Denying Motion

Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger  
*Order Denying Motion for Order to Show Cause Why Sean Evenden and Roger Ayala Should Not Be Held in Contempt and to Compel Defendants to Make Mandatory Supplemental Disclosures Pursuant to NRCP 26(e)(1)*

01/28/2020



## Notice of Entry of Order

Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger

# CASE SUMMARY

CASE NO. A-17-753435-C

*Notice of Entry of Order*

01/28/2020



Notice of Entry of Order

Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger

*Notice of Entry of Order*

01/29/2020



Opposition

Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger

*Defendants Opposition to Motion for Plaintiff to Act as Pro Se Litigant, for Trial in the Above Case Starting February 18, 2020*

01/30/2020



Motion

Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC

*Ex Parte Motion to Have Motion in Limine Heard at Calendar Call on February 4, 2020*

01/31/2020



Clerk's Notice of Hearing

*Notice of Hearing*

01/31/2020



Notice of Rescheduling

*Notice of Rescheduling*

01/31/2020



Notice of Rescheduling

*Amended Notice of Rescheduling of Hearing*

01/31/2020



Reply to Opposition

Filed by: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC

*Reply To Defendants' Opposition To Plaintiffs' Motion In Limine*

02/18/2020



Trial Brief

Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC

*Plaintiffs' Trial Brief*

02/21/2020



Brief

Filed By: Counter Claimant NRS Realty Group LLC

*Supplemental Brief on Issue of Admittance of Deposition of Gary Schnitzer in Lieu of Live Testimony*

02/21/2020



Motion

Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC

*Trial Motion Pursuant to NRCP 19(B) for Failure to Join a Necessary Party*

03/21/2020



Brief

Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC

*Plaintiff's Closing Arguments*

03/23/2020



Trial Brief

Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger

*Trial Brief*

03/25/2020



Motion to Strike

Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger

*Motion To Strike Nancy Haack s Trial/Reply Brief And Request The Court Not Read The Same*

03/25/2020

# CASE SUMMARY

CASE NO. A-17-753435-C

	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
03/27/2020	 Order Shortening Time <i>Order Shortening Time</i>
03/31/2020	 Reply in Support Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>Reply in Support of Motion to Strike Nancy Haack's Trial/Reply Brief and Request the Court Not Read the Same</i>
06/05/2020	 Motion <i>Motion for A Court Order to A) Remove Liability to Haack for The Taxes Filed for NRS Realty Group, LLC, and B) Remove Further Access to Taxes, Bank Accounts, and Accounting by Defendants</i>
06/05/2020	 Accounting <i>Attachments 1- 7</i>
06/05/2020	 Order Shortening Time <i>Motion for Order Shortening Time</i>
06/17/2020	 Opposition to Motion Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>Opposition to Motion for a Court Order to A) Remove Liability to Haack for the Taxes Filed for NRS Realty Group, LLC and B) Remove Further Access to Taxes, Bank Accounts and Accounting by Defendants</i>
06/17/2020	 Decision and Order <i>Decision and Order</i>
06/23/2020	 Substitution of Attorney Filed by: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>Substitution of Attorneys</i>
06/24/2020	 Memorandum of Costs and Disbursements Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>Plaintiff's Nancy Haack and NRS Realty Group, LLC's Memorandum of Costs and Disbursements</i>
07/08/2020	 Motion for Attorney Fees and Costs Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>Plaintiffs Nancy Haack and NRS Realty Group, LLC's Motion for Attorney Fees and Costs</i>
07/09/2020	 Notice of Entry of Decision and Order Filed By: Counter Defendant Haack, Nancy <i>Notice of Entry of Order</i>
07/10/2020	 Notice of Appeal Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>Notice of Appeal</i>
07/10/2020	 Case Appeal Statement Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger

# CASE SUMMARY

CASE NO. A-17-753435-C

## Case Appeal Statement

07/10/2020



Cost on Appeal Bond

Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger  
*Cost on Appeal Bond*

07/10/2020



Clerk's Notice of Nonconforming Document

*Clerk's Notice of Nonconforming Document*

## DISPOSITIONS

06/17/2020

**Order** (Judicial Officer: Miley, Stefany)

Debtors: Sean Evenden (Defendant), Roger Ayala (Defendant)

Creditors: Nancy Haack (Plaintiff)

Judgment: 06/17/2020, Docketed: 06/18/2020

Comment: Certain Claims

## HEARINGS

06/20/2017



**Motion to Dismiss** (9:30 AM) (Judicial Officer: Miley, Stefany)

*Defendants' Motion to Dismiss or Alternatively for Summary Judgment*

Denied Without Prejudice; Defendants' Motion to Dismiss or Alternatively for Summary Judgment

Journal Entry Details:

*Argument by Mr. Sheehan stating a new company had not been formed and believed allegations to be false. Argument by Mr. Simpson advising an individual could not do business without being with a broker. Further argument by Mr. Sheehan. COURT ORDERED, motion DENIED WITHOUT PREJUDICE as it finds there to be genuine issues of material fact. Mr. Simpson to prepare the Order and provide to opposing counsel for review prior to submitting to the Court for signature.;*

01/23/2018



**Motion for Appointment of Receiver** (9:30 AM) (Judicial Officer: Miley, Stefany)

*Plaintiff's Motion for Appointment of a Receiver*

Decision Pending; Plaintiff's Motion for Appointment of a Receiver

Journal Entry Details:

*Court pointed out parties had different versions. Argument by Mr. Simpson noting business dispute. Court stated it had not seen what issue Plaintiff had with Defendants. Clarification made by Mr. Simpson. Upon Court's inquiry, Mr. Simpson advised Plaintiff and her spouse were put on the lease. Court asked why Plaintiffs wanted a receiver. Argument by Mr. Simpson. Argument by Mr. Sheehan noting that not only does the Plaintiffs want a receiver, they want a dissolution and referred to page two of their Opposition. Court inquired where the proof would be found. Additional argument by Mr. Simpson. Mr. Sheehan noted they are still business. Court it would re-review the exhibits and render a decision via an order.;*

05/15/2018



**Motion to Extend Discovery** (9:30 AM) (Judicial Officer: Miley, Stefany)

*Plaintiffs' Motion to Extend Time to Complete Discovery*

Motion Granted; Plaintiffs' Motion to Extend Time to Complete Discovery

Journal Entry Details:

*Argument by Mr. Sheehan. Court noted case should be heard on the merits and stated case should be fully flushed out before trial. Colloquy regarding discovery deadlines. Mr. Sheehan stipulated to debt relief. COURT ORDERED, motion GRANTED. FURTHER, trial date VACATED and RESET. Mr. Shelton advised there had been an allegation of misappropriations of funds and believed an expert might be needed. Mr. Shelton to prepare the Order and provide to opposing counsel for review prior to submitting to the Court for signature. JEA to prepare Amended Trial Scheduling Order. Discovery deadlines are as follows: Amended Pleadings regarding Debt Relief is due on or by May 23, 2018; Witness Disclosures are due on or by June 15, 2018; Rebuttal Disclosures are due on or by July 15, 2018; Close of Discovery is August 14, 2018; and Dispositive Motions are due on or by September 13, 2018. 11-06-18 11:00 AM CALENDAR CALL 11-13-18 1:00 PM BENCH TRIAL;*

08/28/2018

**CANCELED Calendar Call** (11:00 AM) (Judicial Officer: Miley, Stefany)



**CASE SUMMARY**

**CASE NO. A-17-753435-C**

	<i>Vacated</i>
09/04/2018	<b>CANCELED Bench Trial</b> (1:00 PM) (Judicial Officer: Miley, Stefany) <i>Vacated</i>
09/25/2018	 <b>Motion to Strike</b> (9:30 AM) (Judicial Officer: Miley, Stefany) <b>09/25/2018, 11/06/2018, 12/11/2018, 01/31/2019</b> <i>Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim</i> Matter Continued; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim Continued for Chambers Decision; Continued for Chambers Decision; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim Vacate - Moot; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim Journal Entry Details: <i>Per the Stipulation of Counsel for both parties filed on November 9, 2019, Plaintiffs Motion to Strike Claims in Defendants First Amended Counterclaim is moot. All future hearings related to this motion will be VACATED.;</i> Matter Continued; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim Continued for Chambers Decision; Continued for Chambers Decision; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim Vacate - Moot; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim Matter Continued; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim Continued for Chambers Decision; Continued for Chambers Decision; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim Vacate - Moot; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim Matter Continued; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim Continued for Chambers Decision; Continued for Chambers Decision; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim Vacate - Moot; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim Journal Entry Details: <i>Court stated it received an Opposition and noted leave is usually given freely. Argument by Mr. Shelton noting the Defendants want to modify this Court's scheduling order with no good cause. Court pointed out parties are present as Defendants filed Amended Counterclaim without being given leave. Argument by Mr. Shelton. Mr. Sheehan stated there is no harm to Defendants and noted nothing will affect discovery. Further argument by Mr. Shelton regarding prejudice and believed Defendants had not met pleading standards. Mr. Sheehan requested leave to amend and stated they will word it exactly how Plaintiff would like it to read. Court direct counsel to prepare a proposed counterclaim at which time it will determine if there is good cause and ORDERED, matter CONTINUED. 11-06-18 9:30 AM PLAINTIFF/COUNTER DEFENDANT'S MOTION TO STRIKE CLAIMS IN DEFENDANTS' FIRST AMENDED COUNTERCLAIM;</i>
11/06/2018	<b>Calendar Call</b> (9:30 AM) (Judicial Officer: Miley, Stefany) Matter Heard;
11/06/2018	<b>Motion for Partial Summary Judgment</b> (9:30 AM) (Judicial Officer: Miley, Stefany) <b>11/06/2018, 12/11/2018</b> <i>Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims</i> Continued for Chambers Decision; See Written Decision Dated 12/17/18 Motion Denied; Continued for Chambers Decision; See Written Decision Dated 12/17/18 Motion Denied;
11/06/2018	<b>Motion for Partial Summary Judgment</b> (9:30 AM) (Judicial Officer: Miley, Stefany)

# CASE SUMMARY

CASE NO. A-17-753435-C

11/06/2018, 12/11/2018

*Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims*  
Continued for Chambers Decision;  
See Written Decision Dated 12/17/18  
Motion Denied;  
Continued for Chambers Decision;  
See Written Decision Dated 12/17/18  
Motion Denied;

11/06/2018

**Opposition and Countermotion (9:30 AM)** (Judicial Officer: Miley, Stefany)

11/06/2018, 12/11/2018

*Defendants' (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims and (3) Defendants' Countermotion for Summary Judgment in its Favor on All Claims*  
Continued for Chambers Decision;  
See Written Decision Dated 12/17/18  
Denied;  
Continued for Chambers Decision;  
See Written Decision Dated 12/17/18  
Denied;

11/06/2018



**All Pending Motions (9:30 AM)** (Judicial Officer: Miley, Stefany)

*Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims; Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims; Defendants' (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims and (3) Defendants' Countermotion for Summary Judgment in its Favor on All Claims; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim; Calendar Call*  
Continued for Chambers Decision; Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims; Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims; Defendants' (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims and (3) Defendants' Countermotion for Summary Judgment in its Favor on All Claims; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim; Calendar Call

Journal Entry Details:




*As to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims: Argument by Mr. Shelton regarding operating agreement and indemnification. Counsel further argued regarding entitlement to attorney fees, stated funds needed to returned and believed there to be a breach of operating agreement. Court believed there to be genuine issue of material fact as Defendant stated she agreed to this in her deposition. Additional argument by Mr. Shelton. Court stated the more counsel argued the more it believed there to be genuine issue of material fact. As to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims: Argument by Mr. Shelton stating they did not believe Defendants could show original lease that the Plaintiff was guarantor. Court noted tortuous inference being in Counter Claim. Further argument by Mr. Shelton. Mr. Sheehan provided another set of exhibits with attachments reflecting Plaintiff not being forced out, pointed out Plaintiff was given \$65,000.00 for doing nothing and noted Plaintiff stated she did not want to be with the company. Mr. Sheehan noted Plaintiff suffered no damages as she quit the company which is the reason she is not on the bank account. Additional argument by Mr. Shelton. Court advised it wanted to review Plaintiff's entire deposition. Mr. Shelton continued to argue regarding damages. Court advised it will review deposition and believed no further testimony was needed. Mr. Shelton advised the time frames were not clear in the deposition. COURT ORDERED, motions CONTINUED to Chamber Calendar and written decision will issue. At the request of parties, Court will address the Calendar Call and Trial setting in said decision. 12-11-18 3:00 AM (CHAMBERS) Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims; Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims; Defendants' (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims and (3) Defendants' Countermotion for Summary Judgment in its Favor on All Claims; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim;*

11/06/2018

**CANCELED All Pending Motions (9:30 AM)** (Judicial Officer: Miley, Stefany)








# CASE SUMMARY

CASE NO. A-17-753435-C

	<p><i>Vacated - Duplicate Entry</i></p> <p><i>Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims;</i></p>
11/13/2018	<p><b>CANCELED Bench Trial</b> (1:00 PM) (Judicial Officer: Miley, Stefany)</p> <p><i>Vacated</i></p>
12/11/2018	<p> <b>All Pending Motions</b> (3:00 AM) (Judicial Officer: Miley, Stefany)</p> <p><i>Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims; Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims; Defendants' (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims and (3) Defendants' Countermotion for Summary Judgment in its Favor on All Claims; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim</i></p> <p><i>Decision Made; Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims; Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims; Defendants' (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims and (3) Defendants' Countermotion for Summary Judgment in its Favor on All Claims; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim</i></p> <p><i>Journal Entry Details:</i></p> <p><i>Pursuant to Decision and Order filed December 17, 2018, COURT ORDERED, Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims is DENIED; Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims is DENIED; Defendants' Countermotion for Summary Judgment in its Favor on All Claims is DENIED; and Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim is CONTINUED to January 31, 2019 Chamber Calendar. FURTHER, Calendar Call and Trial date are RESET. 04-09-19 11:00 AM CALENDAR CALL 04-15-19 1:00 PM TRIAL BY JURY CLERK'S NOTE: Court Clerk spoke with Law Clerk regarding the ruling as to Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim and noted matter had not been addressed in the Decision and Order. Matter was then placed on the Court's chamber calendar for decision. 01/02/19 kls;</i></p>
02/26/2019	<p><b>CANCELED Settlement Conference</b> (9:00 AM)</p> <p><i>Vacated</i></p>
03/19/2019	<p><b>CANCELED Motion to Strike</b> (9:30 AM) (Judicial Officer: Miley, Stefany)</p> <p><i>Vacated</i></p>
03/19/2019	<p><b>CANCELED Motion to Strike</b> (9:30 AM) (Judicial Officer: Miley, Stefany)</p> <p><i>Vacated</i></p>
04/08/2019	<p> <b>Calendar Call</b> (10:30 AM) (Judicial Officer: Bonaventure, Joseph T.)</p> <p><i>Trial Date Set;</i></p> <p><i>Journal Entry Details:</i></p> <p><i>Parties announced ready for trial and noted trial length of 3-4 days. COURT ORDERED, trial date VACATED and RESCHEDULED within current stack. 05-13-19 1:00 PM BENCH TRIAL;</i></p>
04/16/2019	<p> <b>Status Check</b> (9:30 AM) (Judicial Officer: Bixler, James)</p> <p><i>Status Check Re: Trial Readiness</i></p> <p><i>Trial Date Set; Status Check Re: Trial Readiness</i></p> <p><i>Journal Entry Details:</i></p> <p><i>Mr. Van advised they were not ready for trial, noted Mr. Shelton did not have his schedule when trial was previously scheduled and stated he would be at the Federal Bar Conference. Opposition by Mr. Sheehan, stated they are ready to proceed and pointed out Plaintiff's counsel chose this trial date. Argument by Mr. Van. Colloquy regarding trial schedules. COURT ORDERED, trial date VACATED and RESET. Parties advised trial length of three days. 06-18-19 11:00 AM CALENDAR CALL 07-17-19 1:00 PM BENCH TRIAL;</i></p>
05/13/2019	<p><b>CANCELED Bench Trial</b> (1:00 PM) (Judicial Officer: Miley, Stefany)</p> <p><i>Vacated</i></p>

# CASE SUMMARY

CASE NO. A-17-753435-C

05/28/2019	<b>CANCELED Motion for Preliminary Injunction</b> (9:30 AM) (Judicial Officer: Miley, Stefany) <i>Vacated - per Stipulation and Order</i>
06/11/2019	 <b>Calendar Call</b> (11:00 AM) (Judicial Officer: Miley, Stefany) Matter Heard; Journal Entry Details: <i>Mr. Van stated they were unsure whether they could complete trial in three days. Court noted it is a bench trial which they can move accordingly and ORDERED, trial date STANDS.;</i>
07/02/2019	 <b>Status Check</b> (9:30 AM) (Judicial Officer: Miley, Stefany) <i>Status Check: Resetting of Bench Trial</i> Trial Date Set; Status Check: Resetting of Bench Trial Journal Entry Details: <i>Court noted Senior Judge Bixler set this case for trial without knowing this Court's schedule and the case currently set for trial is older. Argument by Mr. Sheehan. Argument by Mr. Van. Court pointed out it could not do two trials at the same time and ORDERED, matter SET for trial. At the request of the parties, trial will be a FIRM setting. Trial length of 5 days. 11-05-19 11:00 AM CALENDAR CALL 11-18-19 1:00 PM BENCH TRIAL - FIRM;</i>
09/10/2019	 <b>Motion to Withdraw as Counsel</b> (9:00 AM) (Judicial Officer: Miley, Stefany) <i>Shumway Van's Motion to Withdraw as Counsel for Nancy Haack and NRS Realty Group, LLC</i> Motion Granted; Shumway Van's Motion to Withdraw as Counsel for Nancy Haack and NRS Realty Group, LLC Journal Entry Details: <i>Upon Court's inquiry, Pltf. Haack advised she has not made arrangements for new counsel. Court noted the corporation has to be represented by counsel. Ms. Haack stated she has offered all of them my sales, they want me to settle, do not want to settle and wants to go to trial. Court advised Pltf. Haack NRS Realty Group, LLC, needs counsel. Additional statement by Pltf. Haack. MATTER TRAILED. MATTER RECALLED: Mr. Shelton, present. Mr. Sheehan advised he has no opposition to motion. Mr. Shelton indicated counsel is seeking to withdraw. COURT ORDERED, motion GRANTED. Statement by Pltf. Haack. Mr. Sheehan stated he does not want trial continued. FURTHER ORDERED, matter SET for status check. 10/8/19 9:30 AM STATUS CHECK: COUNSEL FOR NRS REALTY GROUP, LLC;</i>
10/08/2019	 <b>Status Check</b> (9:30 AM) (Judicial Officer: Miley, Stefany) <i>Status Check: Counsel for NRS Realty Group, LLC</i> Matter Heard; Status Check: Counsel for NRS Realty Group, LLC Journal Entry Details: <i>Mr. John Holiday present on behalf of Plaintiffs. COURT ORDERED, trial date STANDS.;</i>
11/05/2019	 <b>Calendar Call</b> (11:00 AM) (Judicial Officer: Bonaventure, Joseph T.) Matter Heard; Journal Entry Details: <i>Parties announced ready for trial. Colloquy regarding pre-trial briefs and exhibits. COURT ORDERED, trial date STANDS.;</i>
11/18/2019	 <b>Bench Trial - FIRM</b> (1:00 PM) (Judicial Officer: Miley, Stefany) Off Calendar; Journal Entry Details: <i>Due to Court emergency, COURT ORDERED, trial OFF CALENDAR and is to be RESET. 11-25-19 9:30 AM STATUS CHECK: RESET TRIAL DATE;</i>
11/25/2019	 <b>Status Check</b> (10:30 AM) (Judicial Officer: Bonaventure, Joseph T.) <i>Status Check Re: Reset Trial Date</i> Trial Date Set; Status Check Re: Reset Trial Date Journal Entry Details: <i>Argument by Mr. Holiday. Statement by Plaintiff. Court directed Plaintiff to file motion, stated it understands the predicament, however, the Court has other cases to hear and ORDERED, matter SET for trial. 02-04-20 11:00 AM CALENDAR CALL 02-18-20 1:00 PM BENCH</i>

# CASE SUMMARY

CASE NO. A-17-753435-C

TRIAL - FIRM;

12/23/2019



**Motion to Strike** (10:30 AM) (Judicial Officer: Bonaventure, Joseph T.)

*Plaintiff Motion to Strike Defendants' Trial Brief*

Denied;

Journal Entry Details:

*Argument by Mr. Holiday. Court noted parties could still have a bench trial and believed there to be enough time for a new trial to be submitted. Argument by Mr. Sheehan noting nothing in the trial brief consists of evidence, only what the evidence will show. COURT ORDERED, motion DENIED.;*

01/14/2020

**Motion for Order to Show Cause** (9:30 AM) (Judicial Officer: Miley, Stefany)

*Motion for Order to Show Cause why Sean Evenden and Roger Ayala Should Not Be Held in Contempt and to Compel Defendants to Make Mandatory Supplemental Disclosures Pursuant to NRCP 26(e)(1)*

Denied;

01/14/2020

**Show Cause Hearing** (9:30 AM) (Judicial Officer: Miley, Stefany)

Matter Heard;

01/14/2020



**All Pending Motions** (9:30 AM) (Judicial Officer: Miley, Stefany)

*Show Cause Hearing; Motion for Order to Show Cause why Sean Evenden and Roger Ayala Should Not Be Held in Contempt and to Compel Defendants to Make Mandatory Supplemental Disclosures Pursuant to NRCP 26(e)(1)*

Motion Denied; Show Cause Hearing; Motion for Order to Show Cause why Sean Evenden and Roger Ayala Should Not Be Held in Contempt and to Compel Defendants to Make Mandatory Supplemental Disclosures Pursuant to NRCP 26(e)(1)

Journal Entry Details:

*Court stated the two biggest concerns: Discovery and Plaintiff's counsel making himself a witness which would effect representing the Plaintiffs. Argument by Mr. Holiday. Statement by the Court reiterating its concerns. Further argument by Mr. Holiday regarding Defendants paying fees for alter ego business and requested amendment of the order so they can access financial. Court reiterated it goes back to counsel becoming a percipient witness. Mr. Holiday stated they had an expert. Argument by Mr. Sheehan. Argument by Mr. Holiday. Court pointed out discovery is long been closed. Further argument by Mr. Holiday. Statement by the Court. Additional argument by Mr. Holiday. Court stated counsel does not see the ethical issues, admonished counsel stating he is treading/or violated ethical obligation and reiterated discovery deadlines are closed. Continued argument by Mr. Holiday. Further argument by Mr. Sheehan. COURT ORDERED, Motion for Show Cause is DENIED. Mr. Holiday demanded defense's invoices. Court directed counsel to follow the rules and to review 16.1. Argument by Mr. Holiday. Court admonished Plaintiff's counsel and directed counsel to leave the court room. Mr. Sheehan to prepare the order and provide to opposing counsel for review prior to submitting to the Court for signature.;*

02/04/2020

**CANCELED All Pending Motions** (9:30 AM) (Judicial Officer: Miley, Stefany)

*Vacated - Set in Error*

*Calendar Call; Status Check Re: Plaintiff's Counsel; Ex Parte Motion to Have Motion in Limine Heard at Calendar Call on February 4, 2020*

02/04/2020

**Calendar Call** (11:00 AM) (Judicial Officer: Miley, Stefany)

Matter Heard;

02/04/2020

**Status Check** (11:00 AM) (Judicial Officer: Miley, Stefany)

*STATUS CHECK RE: PLAINTIFF'S COUNSEL*

Matter Heard;

02/04/2020

**Motion** (11:00 AM) (Judicial Officer: Miley, Stefany)

*Ex Parte Motion to Have Motion in Limine Heard at Calendar Call on February 4, 2020*

Granted;

02/04/2020



**All Pending Motions** (11:00 AM) (Judicial Officer: Miley, Stefany)



EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

**CASE NO. A-17-753435-C**

*Calendar Call; Status Check Re: Plaintiff's Counsel; Ex Parte Motion to Have Motion in Limine Heard at Calendar Call on February 4, 2020*

*Decision Made; Calendar Call; Status Check Re: Plaintiff's Counsel; Ex Parte Motion to Have Motion in Limine Heard at Calendar Call on February 4, 2020*

*Journal Entry Details:*

*Court inquired of last supplemental prior to close of discovery. Argument by Mr. Sheehan. Argument by Mr. Holiday noting he would not be going into settlement negotiations. COURT ORDERED, Motion in Limine GRANTED. Mr. Sheehan noted Ms. Haack is wanting to represent herself and stated Mr. Holiday is not to intercede on her behalf nor argue on her behalf. Court so agreed. COURT ORDERED, trial date STANDS. Court Clerk advised exhibits are to be submitted no later than February 13, 2020. Exhibit Guidelines provided in open court.;*

02/18/2020



**Bench Trial - FIRM (1:00 PM)** (Judicial Officer: Miley, Stefany)

**02/18/2020-02/21/2020**

*Trial Continues;*

*Trial Continues;*

*Trial Continues;*

*Continued for Chambers Decision;*

*Journal Entry Details:*

*Testimony and exhibits presented. (See worksheets) Mr. Sheehan placed call to Mr. Schnitzer's assistant, stating Mr. Schnitzer was in Argentina and would not return to the office until March 3, 2020 on the record. Argument by Mr. Holiday regarding diligence. Court noted Rule 32, stated there was confirmation that Mr. Schnitzer would be out of the country and stated parties may use deposition. Arguments by counsel. Testimony and exhibits presented. (See worksheets) Back on the Record. Testimony and exhibits presented. (See worksheets) Arguments by counsel. Testimony and exhibits presented. (See worksheets) Parties to submit Trial Briefs by March 20, 2020. Court advised a written decision will be issued. 05-21-20 3:00 A.M. (CHAMBERS) DECISION RE: BENCH TRIAL;*

*Trial Continues;*

*Trial Continues;*

*Trial Continues;*

*Continued for Chambers Decision;*

*Journal Entry Details:*

*Testimony and exhibits presented. (See worksheets). Following testimony, Mr. Holiday stated he would like to file a motion for failure to join necessary parties, as well as briefing the issue with regards to Mr. Schnitzer. Mr. Sheehan stated it was way too late to file a motion. Colloquy regarding testimony. COURT ORDERED, matter CONTINUED. CONTINUED TO 2/21/20 9:30 AM;*

*Trial Continues;*

*Trial Continues;*

*Trial Continues;*

*Continued for Chambers Decision;*

*Journal Entry Details:*

*Mr. Sheehan advised they had reached a stipulation and advised all exhibits excluding Defendants' exhibits Z and CCCC, would be admitted. COURT SO NOTED. Testimony and exhibits presented. (See worksheets) Colloquy regarding remaining witnesses and depositions. COURT ORDERED, trial CONTINUED. 02-20-20 9:30 AM BENCH TRIAL;*

*Trial Continues;*

*Trial Continues;*

*Trial Continues;*

*Continued for Chambers Decision;*

*Journal Entry Details:*

*Mr. Sheehan stated he had not seen Ms. Haack's exhibits prior to trial and pointed out exhibits had missing bate stamps. Colloquy regarding exhibits. Opening Statement by Mr. Holiday. Opening Statement by Mr. Sheehan. Testimony and exhibits presented. (See worksheets) Court took judicial notice of hearing. BACK ON THE RECORD. Testimony and exhibits presented. (See worksheets) COURT ORDERED, trial CONTINUED. 02-19-20 1:00 PM BENCH TRIAL;*

03/03/2020

**CANCELED Motion for Sanctions (9:30 AM)** (Judicial Officer: Miley, Stefany)




*Vacated - Set in Error*

*Defendant's CounterMotion for Sanctions Against Plaintiff's Counsel John Holiday*

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

**CASE NO. A-17-753435-C**

04/07/2020	 <b>Motion</b> (9:30 AM) (Judicial Officer: Miley, Stefany) <i>Nancy Haack's Motion to Deny Defendant's Motion To Strike Nancy Haack's Trial/Reply Brief And Request The Court Not Read The Same</i> Denied; Nancy Haack's Motion to Deny Defendant's Motion To Strike Nancy Haack's Trial/Reply Brief And Request The Court Not Read The Same Journal Entry Details: <i>Court stated it had reviewed all of the documents and state its decision will be based upon the evidence admitted during bench trial. Mr. Sheehan stated the Court should not consider the motions and will let the Court make its decision. COURT ORDERED, motion DENIED. After Court Proceedings: COURT ORDERED, Defendant's Motion to Strike is VACATED.;</i>
05/05/2020	<b>CANCELED Motion to Strike</b> (8:30 AM) (Judicial Officer: Miley, Stefany) <i>Vacated - Duplicate Entry</i> <i>Defendant's Motion To Strike Nancy Haack s Trial/Reply Brief And Request The Court Not Read The Same</i>
05/21/2020	 <b>Decision</b> (3:00 AM) (Judicial Officer: Miley, Stefany) <i>Decision - Bench Trial</i> Decision Made; Decision - Bench Trial Journal Entry Details: <i>Pursuant to Decision and Order filed June 17, 2020, Court FINDS in favor of the Plaintiff and against the Defendants on claims of )1) Breach of the Implied Covenant of Good Faith and Fair Dealing and (2) Breach of Fiduciary Duty Against Defendants.;</i>
06/17/2020	 <b>Motion</b> (12:00 PM) (Judicial Officer: Miley, Stefany) <i>Motion for Order Shortening Time</i> Denied; Motion for Order Shortening Time Journal Entry Details: <i>Court advised it had final draft of decision ready for signature and believed it would be filed later today. Court stated it had reviewed pleadings and advised it could not grant relief Plaintiff is seeking and ORDERED, motion DENIED.;</i>

**DATE**

**FINANCIAL INFORMATION**

<b>Counter Claimant</b> Ayala, Roger	
Total Charges	30.00
Total Payments and Credits	30.00
<b>Balance Due as of 7/13/2020</b>	<b>0.00</b>
<b>Counter Claimant</b> Evenden, Sean	
Total Charges	654.00
Total Payments and Credits	654.00
<b>Balance Due as of 7/13/2020</b>	<b>0.00</b>
<b>Counter Defendant</b> Haack, Nancy	
Total Charges	1,120.00
Total Payments and Credits	1,120.00
<b>Balance Due as of 7/13/2020</b>	<b>0.00</b>
<b>Counter Claimant</b> NRS Realty Group LLC	
Total Charges	30.00
Total Payments and Credits	30.00
<b>Balance Due as of 7/13/2020</b>	<b>0.00</b>
<b>Counter Defendant</b> Haack, Nancy	
Temporary Restraining Order Balance as of 7/13/2020	<b>500.00</b>

## DISTRICT COURT CIVIL COVER SHEET

Clark County, Nevada

Case No.

(Assigned by Clerk's Office)

XXVIII

**I. Party Information** (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

Nancy Haack, RES  
Realty Group

Defendant(s) (name/address/phone):

Sean Evenden,  
Roger Ayala

Attorney (name/address/phone):

Law Offices P. Sterlin Kern  
2450 St Rose Pkwy #100  
Henderson NV 89014

Attorney (name/address/phone):

**II. Nature of Controversy** (please select the one most applicable filing type below)**Civil Case Filing Types**

<b>Real Property</b> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <b>Title to Property</b> <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property <b>Other Real Property</b> <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<b>Negligence</b> <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <b>Malpractice</b> <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<b>Torts</b> <b>Other Torts</b> <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input checked="" type="checkbox"/> Other Tort
<b>Probate</b> <i>(select case type and estate value)</i> <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate <b>Estate Value</b> <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	<b>Construction Defect &amp; Contract</b> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <b>Contract Case</b> <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	<b>Judicial Review/Appeal</b> <b>Judicial Review</b> <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency <b>Nevada State Agency Appeal</b> <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency <b>Appeal Other</b> <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
<b>Civil Writ</b> <b>Civil Writ</b> <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		<b>Other Civil Filing</b> <b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

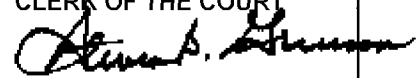
Business Court filings should be filed using the Business Court civil coversheet.

3/4/17  
Date

Signature of initiating party or representative

See other side for family-related case filings.





DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*\*

NANCY HAACK, an individual; and  
NRS REALTY GROUP, LLC, a Nevada  
Limited Liability Company, d/b/a LIFE  
REALTY

Plaintiffs,

v.

SEAN EVENDEN, an individual; ROGER  
AYALA, an individual; DOE Individuals  
I through X; and ROE CORPORATIONS  
and ORGANIZATIONS I through X,  
inclusive,

Defendants,

SEAN EVENDEN, an individual; ROGER  
AYALA, an individual; DOE Individuals  
I through X; and ROE CORPORATIONS  
and ORGANIZATIONS I through X,  
inclusive,

Counterclaimants,

v.

NANCY HAACK, an individual.

Counter-defendants.

CASE NO.: A-17-753435-C

DEPARTMENT XXIII

DECISION & ORDER

I. INTRODUCTION

THIS MATTER having been scheduled for bench trial before this Court from February 18, 2020 through February 21, 2020 with Plaintiff Nancy Haack representing herself in pro per, John R. Holiday, Esq. appearing on behalf of Plaintiff NRS Realty Group, LLC, Patrick J. Sheehan, Esq. appearing on behalf of Defendants Sean Evenden and Roger Ayala. Plaintiff pled the following claims against Defendants: (1) Breach of

1 Contract; (2) Breach of the Implied Covenant of Good Faith and Fair Dealing; (3) Breach  
2 of Fiduciary Duty; (4) Conversion; (5) Indemnity; and (6) Accounting. At the start of trial,  
3 Plaintiff withdrew her claims of (7) Interference with Prospective Economic Advantage  
4 Against All Defendant; and (8) Usurpation of Corporate Opportunities. Defendants pled  
5 the following counterclaims against Plaintiff: (1) Breach of Contract; (2) Breach of the  
6 Implied Covenant of Good Faith and Faith Dealing Both Tortious and Contractual, (3)  
7 Tortious Interference with Contract and Prospective Economic Advantage; and (4)  
8 Declaratory Relief. The first and second counterclaims were also brought as derivative  
9 actions against Nancy Haack on behalf of NRS Realty Group, LLC.  
10  
11

12 Having considered the testimony of the witnesses, having reviewed the exhibits,  
13 and having heard the arguments of counsel, the Court enters the following Decision and  
14 Order.

## 15 II. STATEMENT OF FACTS AND PROCEDURAL HISTORY

16 1. Nancy L. Haack ("Haack"), Sean Evenden ("Evenden"), and Roger Ayala ("Ayala")  
17 (Collectively "members") formed a real estate brokerage firm, NRS Realty Group, LLC  
18 ("NRS"), in May 2010.  
19

20 2. Each member owns an equal 1/3 interest in NRS.

21 3. When the members formed NRS, they agreed that they would pay themselves a  
22 salary when NRS became profitable.

23 4. NRS's Operating Agreement ("Agreement") was executed by all members on  
24 August 5, 2010.

25 5. NRS's primarily generates its revenue through: (1) office rental fees from its  
26 agents, (2) transaction fees on its agents' real estate sales, and (3) commission splits on  
27 property management fees.  
28

1  
2 6. NRS maintained bank accounts for its operations; most of the funds in these  
3 accounts were commissions owed to agents and other third parties.

4 7. NRS achieved profitability for the first time in 2016.

5 8. In 2016, the members began negotiations to expand NRS by leasing an office  
6 across the hall from their original office.

7 9. Multiple agents, including existing agents as well as new agents, were shown the  
8 new space and informed about the members' plan to expand NRS.

9 10. Certain NRS agents were promised offices at the new location.

10 11. Nancy Haack, Sean Evenden, Roger Ayala, and their spouses would have to sign  
11 personal guarantees to lease the new office; they also originally had to sign personal  
12 guarantees to lease NRS's original office.

13 12. In January 2017, NRS's landlord provided Defendants with a copy of the lease for  
14 the new office.

15 13. The members met at Balboa Pizza on January 31, 2017. The nature of the  
16 discussions at Balboa were disputed at trial.

17 14. After the Balboa meeting, Haack told Defendants via text message that they could  
18 form a separate company without her so long as they moved to the new office and did not  
19 use NRS's assets.

20 15. Defendants limited Haack's access to the bank accounts but ultimately gave her  
21 view-only access.

22 16. Defendants initially filed dissolution papers with the Secretary of State for NRS  
23 but decided to unwind the dissolution and form a new company.

24 17. Defendants created Life Real Estate around February 2017 across the hall from  
25 NRS.  
26  
27  
28

1  
2 18. Defendants met to amend the Agreement to pay themselves a salary in April 2017.  
3 Haack was not present at the meeting.

4 19. Defendants passed a resolution to pay themselves a salary of \$50,000.00 each.  
5 Haack did not receive a salary.

6 20. Plaintiff filed the Complaint in this matter on April 3, 2017.

7 21. Before signing the new lease in August 2017, Defendants wrote to Haack and  
8 asked her if she wanted NRS to take over the new space with her involvement. Through  
9 her attorney, Haack declined the offer and stated that NRS was not permitted to sign a  
10 lease for the new space.  
11

12 22. More than \$200,000.00 was spent to build out the new office. The source of the  
13 funds was disputed at trial although it was undisputed that Haack never contributed to the  
14 new company.

15 23. NRS continued to operate after Defendants formed the new company; Haack  
16 remained a member of NRS and received a share of the profits.  
17

18 24. Haack sought from this Court an appointment of a receiver to protect the safety and  
19 well-being of NRS' assets. In a Decision issued on January 26, 2018, this Court denied  
20 Haack's Motion but held that beginning February 1, 2018, Defendants were to provide  
21 Haack with monthly disclosures of any and all financial documents relating to NRS Realty  
22 Group, LLC.

23 25. On September 13, 2018, Plaintiff filed two Motions for Partial Summary  
24 Judgment; one motion was as to her claims and the other as to Defendants' counterclaims.  
25 On October 8, 2018, Defendants submitted their opposition as well as a Countermotion for  
26 Summary Judgment on all claims. In a decision issued December 17, 2018, this Court  
27 denied all the pending motions finding that there remained genuine issues of material fact  
28

1  
2 regarding all claims for both parties, especially those involving the Agreement between  
3 the parties.

### 4 III. TESTIMONY FROM WITNESSES

5 Six witnesses testified in this Matter. The following witnesses testified at the bench  
6 trial.

#### 7 A. Sean Evenden

8 NRS was formed in 2010 by Plaintiff Haack and Defendants Ayala and Evenden.  
9  
10 Evenden testified that each of the parties owned one-third of NRS per the Partnership  
11 Agreement ("Agreement"). Evenden was asked numerous questions about his  
12 understanding of the Agreement. On direct examination, Evenden acknowledged that  
13 Section 6.8 (Voting) of the Agreement in states "[T]he unanimous vote of all of the LLC  
14 interests shall be required to approve any action, unless a greater or lesser vote is required  
15 pursuant to this Agreement or by Statute." However, Evenden testified this section is  
16 vague to him and questions on interpretations would need to be referred to the drafting  
17 attorney.  
18

19 Regarding meetings, Evenden acknowledged that the language of Section 6.10  
20 (Waiver of Notice or Consent by Absent Members) of the Agreement requires an  
21 individual entitled to vote, but who is not present, to sign a "written waiver of notice, a  
22 consent to the holding of the meeting, or any approval of the minutes thereof." Further,  
23 pursuant to Section 6.11 (Member Action by Written Consent Without a Meeting), if all  
24 the members give written permission, any action may be taken without a meeting and  
25 without formal notice. Evenden testified that at a May 2017 meeting he and Ayala  
26 amended the Agreement, pursuant to Section 13's language requiring a "majority (or all)  
27 of the LLC interests" to allow for he and Ayala to begin receiving a \$50,000.00 annual  
28

1 salary. He stated that because Haack breached the contract and abandoned her duties that  
2 she was not entitled to receive the salary.  
3

4 Evenden testified that per Section 10 (Indemnification) of the Agreement he and  
5 Ayala held a meeting to award them both legal fees. Evenden agreed that Section 10.5  
6 (Required Approval) states there must be a majority vote of members to approve  
7 indemnification however he never received consent from Plaintiff for the meetings on  
8 indemnification. Evenden testified that he notified Haack of the meetings by email, by  
9 placing notices on her home, and by possibly even texting her. Per Evenden, Haack never  
10 responded to any of these notifications.  
11

12 Evenden testified that there was a substantial profit for NRS in 2016. After 2016  
13 the numbers began to drop, including a drop of \$70,000.00 in profit in 2017, and an  
14 additional drop of about \$92,000.00 in profit in 2018. He acknowledged that the salaries  
15 provided for Evenden and Ayala, as well as legal fees for this matter, could have led to the  
16 drop in profits in 2017.  
17

18 Evenden testified that until 2016 Plaintiff Haack maintained the books and paid  
19 payroll and taxes. Haack was also responsible for the business licenses of the two NRS  
20 offices and was the only licensed realtor at the China Town office and was responsible to a  
21 certain extent for the operation of this second office.  
22

23 Evenden, Ayala, and Haack had a meeting at Balboa Pizza on January 31, 2017  
24 regarding the plan to expand NRS into the space across the hall from the current office.  
25 Following the January 31, 2017 Balboa meeting there were a flurry of text messages that  
26 were sent between the parties. He acknowledged there was a text message to Haack stating  
27 that it was time for them to buy her out as well as one trying to get her to meet with them  
28 to remove her from NRS. He testified that he had originally wanted the three of them to

1 meet during this time without lawyers and to figure out a solution that mutually worked  
2 for all three parties, but that Haack wanted to have her attorney involved in the process.  
3 Although Evenden testified repeatedly that Haack verbally stated she was resigning at the  
4 Balboa meeting, he acknowledged that there was no evidence in writing. Although Haack  
5 was not prevented from working as an agent during this time, after the Balboa meeting she  
6 no longer wanted to put money into the business or be a part of its operations.  
7

8 Evenden stated that Haack breached the Operating Agreement when she failed to  
9 follow up on her promise to move the company forward and expand. Evenden testified  
10 that once Haack breached the Agreement, he and Ayala began noticing themselves and  
11 Haack for special meetings. This was not common practice prior to Haack's breach but she  
12 was noticed for the special meeting in May. It was at the meeting in May 2017 where  
13 Evenden and Ayala amended the Agreement; Haack never showed up to the meeting and  
14 thus written consent was never received. Further, Haack's breach, along with a cease and  
15 desist letter she sent, led to Evenden and Ayala deciding it would be best to dissolve the  
16 company before they ultimately decided to unwind that decision.  
17

18 In May 2017, NRS had between 30 and 40 agents. The new entity, Life Real  
19 Estate, had about 104 agents at the time of the trial. Evenden noted that the agents Haack  
20 recruited were at NRS until that entity's lease expired.  
21

22 Once Haack was no longer handling the bookkeeping for NRS, the books were  
23 audited to ensure that Life Real Estate employees were not paid out of NRS. Evenden was  
24 unsure if NRS paid the Secretary of State fees for Life Real Estate. However, Evenden and  
25 Ayala did vote to pay the legal fees out of NRS funds for this action. Further, while  
26 Evenden testified that he did not specifically know why certain checks were paid to  
27 himself directly, he asserted that he would sometimes pay for business expenses out of his  
28

1 own pocket and reimburse himself from NRS. To this day, Evenden asserted, Haack is still  
2  
3 a one-third owner of the NRS entity.

4 **B. Jefrie Felton**

5 Jefrie Felton ("Felton") is a realtor who had been with NRS since 2010 but has  
6 since left. He testified that he was under the impression that Haack left the company  
7 because she was tired and ready to retire for health reasons. Felton testified that in April  
8 2017 he attended a meeting and received an email NRS was being dissolved. Thereafter, a  
9 contract with the new company was placed on his desk with a 10-day deadline of March  
10 26, 2017 saying that licenses would be returned to the agents if they chose not to sign.  
11

12 Felton acknowledged that he ultimately left NRS because of infighting among the  
13 partners and worried about the viability of the company. He testified that he is unaware of  
14 who caused the issues but was aware that the intent was for NRS to expand across the hall.  
15

16 **C. Roger Ayala**

17 Defendant Roger Ayala, like Evenden, testified that sometimes he would be  
18 reimbursed for expenses that he incurred on behalf of the company. This could include  
19 charitable contributions in addition to other business expenses.

20 Regarding the space across the hall from NRS, Ayala testified that he remembered  
21 Haack giving permission to open the new office in early 2017. Ayala sent the March 10,  
22 2017 letter threatening to send Haack's license back to the Real Estate Division because  
23 she continuously changed her mind on whether Evenden and Ayala could open the new  
24 business without her.  
25

26 When asked about the March 10, 2017 letter Evenden and Ayala sent to Haack  
27 stating that Haack had been removed from NRS, Ayala testified that he never fully  
28 understood the contents of it at the time and still does not today. He noted that they



1 presented the circumstances to their attorney, they paid the attorney with NRS funds, and  
2 the attorney drafted the letter. It was the fear of litigation, Ayala testified, that ultimately  
3 led he and Evenden to withdraw the dissolution.  
4

5 Ayala testified that he believes he told the agents at NRS that they had to move to  
6 Life Real Estate because Evenden was stepping down as broker of NRS to assume that  
7 role at Life Real Estate. However, Ayala did not believe that any of NRS's agents left  
8 before the March 10, 2017 letter to Haack.  
9

10 Ayala ended up becoming the broker of record for NRS. Ayala testified that during  
11 his time as broker of record for NRS he is unsure about how much money NRS made. He  
12 did note, however, that lease payments for the Life Real Estate location have never been  
13 paid out of the NRS funds and that one particular large payment had to be paid out of NRS  
14 to pay the back dues of about seven months of CAMs for the NRS location.  
15

16 Regarding Haack's share of the distribution, Ayala testified that she was given one  
17 check for \$32,000.00 and one check for \$29,000. The original offer to her was for one-  
18 third of the cash on hand and one-third of the profits going forward. He acknowledged that  
19 this was not based on a formal evaluation of the company.

20 **D. Nancy Haack**

21 Plaintiff Nancy Haack testified that negotiations for the expansion began in 2016  
22 and continued into 2017. She acknowledged that her husband did not want to sign a  
23 personal guarantee for either the new space across the hall or to extend the current NRS  
24 lease beyond its expiration<sup>1</sup>. Haack testified that her husband was worried about her  
25  
26  
27

28 <sup>1</sup> Sean Evenden, Roger Ayala, Nancy Haack, and their spouses had to sign personal guarantees for the NRS lease. To extend the NRS lease beyond its expiration would again require personal guarantees from all of the parties.

1 health, due to a previous heart attack, and that she was doing too much work for the NRS  
2 business without being properly compensated.

3  
4 Haack testified that she was originally told by Evenden that their spouses would  
5 only need to sign a two year personal guarantee but that she later found out the guarantee  
6 was for the length of the contract. She stated that she had originally wanted a lawyer to  
7 look at the lease but that Evenden and Ayala felt that was unnecessary. Following the  
8 contentious negotiations during and after the Balboa meeting, Haack's attorney advised  
9 her to have them open the new company in the space across from NRS while she would  
10 stay on at NRS; eventually the two entities would merge after two years. One of her  
11 concerns was that after seven years of not making money she did not want to use the  
12 profits NRS finally made and invest that into a new location.

13  
14 Haack asserted that she never wanted to leave NRS and wanted to maintain her  
15 role at NRS but would not be an owner of the new company across the hall. She was  
16 worried about Evenden and Ayala removing her from NRS. However, at her deposition,  
17 Haack testified that she would not go back to NRS. Haack denied ever saying she would  
18 quit at the Balboa meeting but testified that it was uncomfortable going into work after  
19 that meeting and that she "didn't want to be there." Haack wanted to keep NRS running  
20 until she was off the lease.

21  
22 Haack also asserted that after she started this litigation she was never given access  
23 to all of the accounting records that she needed. The forensic accountant had access, but  
24 Haack testified that January 2020 was the first time she got access to the information and  
25 was only given a login for QuickBooks, rather than for the other software including  
26 Loanwolf and ADP. ADP was used for payroll while Loanwolf was used for tax purposes.  
27  
28

1 And while she did receive a distribution in 2017, based on 2016 being profitable, there  
2 have been no further distributions after January 2018.

3  
4 Haack testified that the Agreement always required unanimous consent for major  
5 changes as well as decisions related to finances and ownership. She acknowledged that it  
6 says majority in the Agreement but that is not her interpretation of the Agreement. Further,  
7 Haack asserted that Section 10.5 (Required Approval) of the Agreement prohibited  
8 members from voting for indemnification if they are parties to the proceeding. She further  
9 testified that she never saw the May 2017 amendment so she could not have agreed on the  
10 change but did acknowledge that she received the notices posted on her home. Haack  
11 testified, "Why would I go to a meeting if every item is against me." Haack stated that she  
12 did not believe the Agreement could be amended to benefit only two of the members.  
13

14 Haack stated that she always envisioned the members would get salaries once the  
15 company was profitable. She also testified that she initially agreed to expand NRS across  
16 the hall because the current office lacked sufficient offices and desk space for all of the  
17 agents. Haack asserted that while she was fine signing the personal agreement on the new  
18 space, it was her husband who did not want to sign himself. However, in a text message  
19 Haack sent on February 6, 2017 she mentioned that she wanted to ensure she "wasn't tied  
20 to a lease until I was 72 years old." On February 8, 2017, Haack had her lawyer send a  
21 letter to Ayala and Evenden stating that she had no interest in renewing the lease for the  
22 NRS location. Haack did not dispute saying she was going to retire at one point, but noted  
23 that Evenden had regularly threatened to leave the business as well. She acknowledged  
24 that she told them to just create the new business across the hall but that they were not to  
25 use any of her or NRS's money for the project.  
26  
27  
28

1  
2 NRS had about 40-45 agents the day Haack left the company and about 50 agents  
3 in November 2017 per Haack. NRS existed through October 2019 up to the expiration of  
4 its lease. She testified that she went to the office in 2019 to retrieve her possessions and  
5 that the core group of agents were still at NRS.

6 **E. Crystal Elijah-Ramos**

7  
8 Crystal Elijah-Ramos ("Elijah-Ramos") is a realtor who started with NRS in  
9 January 2016. She testified that she moved her license to NRS because of a good rapport  
10 she had with Haack when they met. Elijah-Ramos stated that when she was presented with  
11 the offer to go over to the new space or have her license returned to the division, she felt  
12 like she was being intimidated but nonetheless signed the new agreement with Life Real  
13 Estate.

14 **F. Joseph Leauanae**

15  
16 Joseph Leauanae ("Leauanae") is a forensic accountant, accredited in business  
17 evaluation and accounting forensics. He was retained by Plaintiff in May 2018 for the  
18 purpose of calculating the economic damages incurred by NRS and/or Haack.

19 When analyzing the seven bank accounts attached to NRS, Leauanae testified that  
20 transfers were seen between accounts he did not have access to. He noted that two  
21 accounts had been opened after Haack's departure and that this is unusual. After  
22 completing his report at some point in 2019 his online access to the databases was stopped.

23  
24 Leauanae stated that he was provided statements from January 2016 up through  
25 May 2018 that was missing some information. Over 23,000 transactions were compared to  
26 the flow of funds through the accounts. He noted transactions to the US Treasury for  
27 approximately \$102,694 paid by NRS on behalf of Evenden. Leauanae testified that these  
28 payments would be for tax obligations by or on behalf of Evenden and while the

1 Quickbooks account referenced the amount, it did not specify how it was recorded. A  
2 company like NRS, per Leauanae, would require the individual rather than the company  
3 be responsible for the tax obligations. While Leauanae noted in his expert report that there  
4 may be (1) damages related to alleged accounting/Operating Agreement-based  
5 improprieties as well as (2) damages related to defendants' alleged misappropriation of  
6 corporate assets and the formation of Life Real Estate, a competing entity, Leauanae  
7 testified he did not have all the information he needed to formulate a final conclusion on  
8 many of the allegations. Further, Leauanae was unable to reconcile the differences  
9 between the profit and losses shown in Quickbooks and Loanwolf<sup>2</sup>.  
10  
11

12 Leauanae noted that the salaries paid to Evenden and Ayala, along with various  
13 payments to Evenden and the landlord Vestar Property Management were transactions that  
14 caught his attention. The payments to Vestar had been \$7,500 per month before Haack's  
15 departure and that went up to \$11,000.00 following her departure. Leauanae testified that  
16 the increase in payments could have been for the missing CAM payments but he has no  
17 information to agree or disagree with that assessment.  
18

#### 19 IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

20 Ultimately, what came before this Court were the intimate details of a business  
21 relationship that had rotted to its core. As disagreement arose between the members  
22 regarding how to properly move the business forward, evidence was presented to this  
23 Court that showed resentment had set in, threats were made to one another, and the parties  
24 all made comments evincing their desires to go their separate ways. Beyond the mere  
25 words of the parties, their respective actions among one another are critical to this Court.  
26  
27

28 ///

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<sup>2</sup> In 2017 NRS showed income of \$709,021.00 in Loanwolf and \$214,000.00 in Quickbooks. In 2018 the numbers showed \$709,000.00 in Loanwolf and a loss of \$121,000.00 in Quickbooks.

1  
2 **A. Plaintiff's Breach of Contract Claim**

3 To prevail on a breach of contract claim, the plaintiff must demonstrate: (1) the  
4 existence of a valid contract; (2) a breach by the defendant; and (3) damages caused by the  
5 breach. *Cohen-Breen v. Gray Television Grp., Inc.*, 661 F. Supp. 2d 1158, 1171 (D. Nev.  
6 2009). A person breaches a contract when they fail to perform a "duty arising under or  
7 imposed by an agreement." *State Dep't of Transportation v. Eighth Judicial Dist. Court in*  
8 *& for Cty. Of Clark*, 133 Nev. 549, 554 (2017). A party does not have to perform under a  
9 contract if the other party materially breaches their duty to perform first. *Cain v. Price*, 134  
10 Nev. 193, 196 (2018). Here, both plaintiff and defendants have asserted claims for breach  
11 of contract.  
12

13 Plaintiff claimed Defendants breached the Agreement in a myriad of ways.  
14 Meetings were conducted without Haack. Amendments to the Agreement were made  
15 without her written consent, including an amendment providing salaries to Evenden and  
16 Ayala, but not Haack, and an amendment that was made involving the addition of a  
17 provision for capital calls that was never exercised. Plaintiff also claimed that Defendants  
18 breached the Agreement when they dissolved NRS, however, that dissolution was  
19 promptly reversed, as noted by Defendants. Most critical to Plaintiff's arguments is the  
20 assertion that Defendants breached the Agreement by forming the new company, Life Real  
21 Estate, and appropriating NRS's assets, goodwill, intellectual property, and real estate  
22 agents.  
23

24 Further compounding the issues at NRS, Plaintiff alleged that Defendants breached  
25 the contract when they excluded Haack from the office. Plaintiff also asserted that  
26 Defendants' threats to fire NRS's agents if they did not sign independent contract with  
27 Life Real estate constituted a breach. Per Haack, this amounted to taking NRS's agents to  
28

1  
2 better the new company. Plaintiff's damages are from the loss of agents, resulting in a loss  
3 of transactions and diminished profitability for NRS.

4 Defendants noted that Section 6.3 of the Agreement allowed for special meetings  
5 as long as two-thirds of the holding interests are represented and all of NRS's members are  
6 notified of the special meeting. Haack was notified of the meetings. She acknowledged at  
7 trial the notices that were left at her home. Further, Section 6.11 of the Agreement allows  
8 for actions to be taken on behalf of the corporation through a vote of a majority of the  
9 members. Defendants again noted that Evenden and Ayala make up a majority of the  
10 members.  
11

12 Regarding the creation of Life Real Estate, Defendants asserted that Haack  
13 expressly authorized Defendants to start their own company as evidenced by text  
14 messages, deposition testimony, and Haack's own testimony at trial. Defendants noted that  
15 this did not alter Haack's one-third interest in NRS, an interest that still remains today.  
16 Defendants argued that because they funded the company independently, not relying on  
17 any of NRS's assets, that their actions were consistent with the Agreement and with  
18 Haack's own demands. In addition, Haack has received over \$60,000.00 in profits from  
19 her share of NRS since the alleged breaches. Furthermore, in conjunction with Haack's  
20 undisputed distribution profits, Plaintiff never proved any damages<sup>3</sup>. The Forensic  
21 Accountant was unable to specify damages due to his repeated testimony that he needed  
22 more documents and information to make a conclusion. His report only noted possible  
23 areas of misappropriation.  
24  
25

26 Defendants noted that only a few agents ultimately left NRS. Further, those that  
27 left because of the dispute between the members was caused by Haack and a number of  
28

---

<sup>3</sup> Defendants argued that Plaintiff failed to prove damages on each of her claims.

1 those agents who left went with Haack to the competing brokerage she formed.

2 Defendants felt they had to restrict Haack's access to the office and to the bank accounts  
3 because her vindictive behavior towards Defendants threatened NRS and its agents. Her  
4 testimony that she preferred a "pound of flesh" to money is evidence of this. Further, it  
5 was only after Haack breached the Agreement by reneging on her promise to help expand  
6 NRS that Defendants chose to restrict her access to the bank accounts.  
7

8 COURT FINDS, Defendants Sean Evenden and Roger Ayala did not breach their  
9 contract with Plaintiff Nancy Haack. There undisputedly was a contract between the  
10 parties in the form of the Operating Agreement for NRS. While amending the Agreement  
11 without Plaintiff Nancy Haack's signature may have been done to better their positions, it  
12 was compliant with the language of the Agreement only requiring a majority vote.  
13

14 Further, COURT FINDS, the correspondence between Defendants and the NRS  
15 agents did not constitute a breach of contract. Defendants were acting on the express  
16 consent of Nancy Haack to open the new space across the hall and provided the agents an  
17 alternative option to moving their license to the new space. While Defendants did initially  
18 begin dissolution of NRS, they promptly reversed that action and the action did not rise to  
19 a breach of contract.  
20

21 **B. Plaintiff's Breach of the Implied Covenant of Good Faith and Fair Dealing**

22 Pursuant to Nevada Revised Statute § 104.1304, every contract in Nevada contains  
23 an implied covenant that requires all parties to act in good faith. Nev. Rev. Stat. §  
24 104.1304. A party acts in good faith by acting honestly and by observing reasonable  
25 commercial standards of fair dealing. Nev. Rev. Stat. § 104.1201(t). To establish a claim  
26 for breach of the implied covenant of good faith and fair dealing, a plaintiff must prove:  
27 (1) existence of a valid contract; (2) plaintiff had a justifiable expectation to receive certain  
28



1 benefits consistent with the spirit of the contract; (3) defendant performed in a manner that  
2 violated or was unfaithful to the spirit of the contract; (4) the defendant's unfaithful action  
3 was deliberate; and (5) causation and damages. *Hilton Hotels Corp. v. Butch Lewis*  
4 *Productions, Inc.*, 107 Nev. 226, (1991). A party can breach the implied covenant of good  
5 faith and fair dealing even if they comply with all the terms of the contract in question. *Id.*  
6 at 233. Again, both parties have asserted a claim for breach of contract against one  
7 another.  
8  
9

10 Plaintiff asserted the same arguments for this cause of action as she did for the  
11 breach of contract claim. She argued that Defendants breached the implied covenant by  
12 breaching the Agreement. Defendants asserted that they never breached the Agreement in  
13 the first place; Haack was the breaching party.

14 COURT FINDS, Defendants did breach the implied covenant of good faith and fair  
15 dealing. The actions of the Defendants in this matter violated the spirit of the Agreement  
16 between themselves and Nancy Haack, even if they did not technically violate the terms of  
17 the Agreement. While Plaintiff may not have originally pled the loss of salary in her  
18 Second Amended Complaint, the salary taken by Sean Evenden and Roger Ayala is  
19 evidence of damages suffered by Nancy Haack in this matter. They deliberately amended  
20 the Agreement to provide a salary for themselves on account of the work they had to do  
21 for NRS after Nancy Haack was no longer involved in the office. The parties agreed that  
22 salaries would be appropriate once the business was profitable. The business was  
23 profitable, Nancy Haack was and is still a member of NRS, and she was entitled to any  
24 salary that Sean Evenden and Roger Ayala amended the Agreement to provide.  
25  
26

27 ///

28 ///

1  
2 **C. Plaintiff's Breach of Fiduciary Duty Claim**

3 To prevail on a breach of fiduciary duty claim a Plaintiff must prove the following  
4 elements at trial: (1) the defendant had a fiduciary duty; (2) the defendant breached the  
5 duty; and (3) the breach caused the plaintiff damages. *Klein v. Freedom Strategic*  
6 *Partners, LLC*, 595 F. Supp. 2d 1152, 1162 (D. Nev. 2009). Among partners, there is a  
7 fiduciary duty to provide full and frank disclosure of all relevant information. *Clark v.*  
8 *Lubritz*, 95 Nev. 45, 48 (1979). Excessive salaries taken by corporate officers is a breach  
9 of those officers' fiduciary duty. *Bedore v. Familian*, 122 Nev. 5, 12 (2006).

10  
11 Plaintiff argued that Defendants breached their fiduciary duty by forming the new  
12 business Life Real Estate and using the Life Realty Trademark. At trial, Plaintiff also  
13 raised the issue of Defendants taking a salary for themselves and not extending that salary  
14 to Haack. Those actions, Plaintiff asserted, breached the fiduciary duty that Evenden and  
15 Ayala had to Haack and to NRS.

16  
17 Defendants noted the correspondence from Haack to Evenden and Ayala that she  
18 consented to Defendants' use of the Life Realty Trademark so long as they did not use any  
19 NRS assets. They argued that this showed consent on Haack's behalf and thus, they did  
20 not breach their fiduciary duty<sup>4</sup>. Regarding the allegation that the amendment to the  
21 Agreement providing salary to Evenden and Ayala, but not Haack, breached Defendants'  
22 fiduciary duties, Defendants first noted that this claim was never part of Plaintiff's  
23 complaint and should not be considered by this Court. Further, they argued that this action  
24 complied with Section 13 of the Agreement because only a majority is needed to amend  
25 the Agreement. This was confirmed, under oath, by the drafter of the Agreement.

26  
27 Defendants argued that they had a right to pay themselves a salary so long as it was

28  
<sup>4</sup> See *Doe v. Round Valley Unified School Dist.*, 873 F. Supp. 2d 1124, 1130 (D. Ariz. 2012) (Citing  
Restatement (Second) of Torts § 892 (1965) to note that consent is a defense to tort claims.)

1 reasonable and commiserate with the market. Defendants noted Haack's own testimony  
2 that the industry standard was above the \$50,000.00 salary Defendants provided for  
3 themselves. Further, once Haack left the Company and no longer provided her one-third of  
4 the services to NRS, she was no longer entitled to the compensation.

5  
6 COURT FINDS, Defendants breached their fiduciary duty to Nancy Haack.  
7 Plaintiff did testify that the amount of salary taken by Defendants was below the industry  
8 standard, but it was excessive in comparison to her allotted salary of zero dollars. While  
9 Defendants did provide notice to Nancy Haack of the special meeting, this Court looks at  
10 the totality of Defendants' actions once conflict began among the parties and concludes  
11 that Defendants intended to provide themselves a benefit that they were unwilling to  
12 provide to Nancy Haack.  
13

#### 14 **D. Plaintiff's Conversion Claim**

15 The elements a Plaintiff must prove on a conversion claim are: (1) defendant  
16 wrongfully exerted a distinct and intentional act of dominion over plaintiff's property; (2)  
17 defendant acted in denial of or inconsistent with the plaintiff's use and enjoyment of the  
18 property, or in derogation, exclusion, or defiance of the plaintiff's rights or title in the  
19 property; and (3) causation and damages. *See M.C. Multi-Family Dev., L.L.C. v. Crestdale*  
20 *Assocs., Ltd.*, 124 Nev. 901, 910 (2008). Consent is a defense to conversion *Rajala v.*  
21 *Allied Corp.*, 919 F.2d 610 632 (10th Cir. 1990) (citing Restatement (Second) of Torts §  
22 252 (1965)).  
23

24 Plaintiff argued that Defendants converted the assets of NRS, and deprived Haack  
25 of her rights under the Agreement. By opening up Life Real Estate across the hall from  
26 NRS, and restricting Haack from the NRS premises, Defendants exerted dominion over  
27  
28

1 Haack's membership in NRS. Further, Plaintiff argued that Defendants Evenden and  
2  
3 Ayala used NRS funds to finance Life Real Estate.

4 Defendants again noted that Haack consented to opening the new company and  
5 using the Life name. She gave sworn testimony that she wanted Evenden and Ayala to run  
6 their own separate company in the new space while allowing NRS to continue running in  
7 its space until that lease expired. More importantly, they asserted that Haack's  
8 membership was never interfered with as she remained a member of NRS and still does to  
9 this day.  
10

11 COURT FINDS, Defendants did not convert any assets from NRS. The forensic  
12 accountant was unable to specify damages for this Court during his testimony or in his  
13 report. He laid out potential misappropriations but admitted that in at least one of these  
14 alleged misappropriations the money could have been used to pay the owed CAM fees for  
15 the NRS space.  
16

#### 17 **E. Plaintiff's Indemnity Claim**

18 Where two or more parties agree on a contractual provision that one party will  
19 reimburse the other party for liability resulting from one party's work there is contractual  
20 indemnity. *United Rentals Hwy. Techs. v. Wells Cargo*, 128 Nev. 666, 673 (2012). "When  
21 the duty to indemnify arises from contractual language, it generally is not subject to  
22 equitable considerations; rather it is enforced in accordance with the terms of the  
23 contracting parties agreement." *Id.* This Court must strictly construe indemnity clauses. *Id.*  
24

25 Here, Plaintiff argued that Defendants wrongfully used NRS funds to pay for these  
26 legal proceedings in violation of the Agreement. Plaintiff noted that Section 10.5 of the  
27 Agreement states that any indemnification requires a majority vote of the "LLC Interests  
28 of Members who were not parties to the proceeding at a duly held meeting of the Members

1 at which a quorum is present.” Here, the only members who voted in favor of  
2 Indemnification, Evenden and Ayala, are both parties to this proceeding and thus  
3 improperly indemnified themselves. Defendants’ argument against this claim was that the  
4 legal fees were properly advanced and that Defendants are only required to reimburse  
5 NRS if they lose.  
6

7 COURT FINDS, pursuant to Section 10 of the Agreement, and consistent with  
8 Defendants’ own concessions, Defendants are responsible to reimburse NRS for the funds  
9 utilized to pay for the legal defense of Sean Evenden and Roger Ayala as they breached  
10 the implied covenant of good faith and fair dealing as well as their fiduciary duties.  
11

#### 12 F. Plaintiff’s Accounting Claim

13 “Before a claim for accounting can be pursued, Nevada law requires that the  
14 parties to such a claim must first and foremost be partners.” *G.K. Las Vegas Limited*  
15 *P’ship v. Simon Prop. Grp., Inc.*, 460 F. Supp.2d 1246, 1262 (D. Nev. 2006). Every  
16 partner in a business is entitled to an accounting. *State v. Elsbury*, 63 Nev. 463, 467-68  
17 (1946). Here, there is no dispute among the parties that Haack, Evenden, and Ayala were  
18 partners of NRS.  
19

20 Plaintiff argued that she was never provided all the books and records of NRS.  
21 Haack asserted that she needed a proper accounting to ensure she was given a proper  
22 distribution based on NRS’s profits. Further, a true accounting was necessary to show  
23 whether Defendants converted the assets, intellectual property, good will, etc. from NRS.  
24

25 Defendants argued that they have fully complied with their duty to provide Haack  
26 with an accounting. She was given full access to NRS’s books and records and her  
27 independent forensic accountant could review all of NRS’s records. They note that the  
28 accountant failed to find any monies that were wrongfully taken from the Company.

1  
2 Rather, the forensic accountant only noted discrepancies and possible areas of  
3 misappropriation.

4 COURT FINDS, Defendants did provide a proper accounting of NRS to Plaintiff  
5 during the course of discovery. While Plaintiff regularly challenged the sufficiency of the  
6 documentation up and through trial, Plaintiff's own forensic accounting expert testified  
7 that he received the information from NRS's accounts. What he lacked was information on  
8 the unknown accounts outside of the sphere of NRS itself. He even acknowledged in his  
9 testimony that he was provided follow up information from Sean Evenden when he  
10 requested it.  
11

12 However, COURT FINDS, this Court is not able to make a valuation of the  
13 company or assess whether the profit distributions were paid proportionately. An  
14 independent accounting of the company, at Defendants' expense, is necessary to establish  
15 whether Nancy Haack was paid appropriately. This accounting should cover 2016 until the  
16 close of NRS. The reimbursement of Defendants' legal fees must be accounted for to  
17 determine what the profitability of the company would have been without this matter  
18 solely based on the inclusion of those fees and not any collateral impact from the law suit.  
19

20 **G. Defendants' Breach of Contract Counterclaim**

21 Defendants' counterclaim alleged that it was Haack who initially breached the  
22 Agreement by reneging on her promise to expand NRS. She specifically reneged on  
23 signing the new lease, refused to allow NRS money to be used for the build out of the new  
24 space, and refused to be responsible for her share of any losses at the new space.  
25 Regarding the new lease, Defendants asserted that it was both Haack and her husband who  
26 did not want to sign the personal guarantee. The rift between the members, Defendants  
27  
28

1 argued, led to the loss of agents at NRS and the inevitable income and profits that would  
2 have been received had they stayed with NRS.

3  
4 Plaintiff asserted that despite the need for additional space to accommodate NRS's  
5 growing business, there was never a formal agreement between the parties to expand into  
6 the new space. Haack, Evenden, and Ayala agreed that expansion was necessary but the  
7 offer on the new space was not amenable to Haack or her husband. Haack did not breach  
8 the Agreement when she and her husband refused to sign a lease they found unpalatable.  
9

10 COURT FINDS, Plaintiff Nancy Haack did not breach her contract with  
11 Defendants. There was substantial testimony from all three parties that involved threats to  
12 quit NRS at some point in time and threats against one another, including Defendants'  
13 threat to deliver Haack's license back to the Real Estate Division. Further, while Haack  
14 testified that she did originally intend to expand NRS, this Court is not convinced that her  
15 refusal to sign a personal guarantee on a new lease is a breach of contract. Whether it was  
16 her concern about signing a personal guarantee that would last into her seventies, or  
17 whether it was her husband's refusal to sign the personal guarantee, she was not  
18 contractually obligated to sign a personal guarantee for a lease in an effort to grow NRS.  
19

20 **H. Defendants' Breach of the Implied Covenant of Good Faith and Fair Dealing**  
21 **Counterclaim**

22 Defendants also asserted the same arguments in their counterclaim. In addition to  
23 those arguments, Defendants argued that Haack violated her duties when she filed multiple  
24 complaints against Defendants with the Real Estate Division. Her behavior towards the  
25 Defendants was another example of Haack violating her duty under the covenant.  
26 Defendants argued that this behavior was deliberate and hindered their ability to perform  
27 under the Agreement.  
28

1  
2 Haack acknowledged that she filed complaints against Defendants Evenden and  
3 Ayala. Her testimony noted that she was angry with them, but it was because of their  
4 actions towards her. Haack also denied her behavior in the office rose to the level  
5 described by Defendants and argued that she was simply responding to their behavior and  
6 actions towards her.

7 COURT FINDS, both parties demonstrated a lack of civility towards one another  
8 and one party was not more responsible than the other for the loss of current and  
9 prospective agents at NRS. The two former NRS agents who testified said that it was  
10 infighting among the members that led to their departure. This Court does not find that  
11 Defendants or Plaintiff Nancy Haack deserve more responsibility for the loss of agents in  
12 NRS. Based on the disruptive and threatening behavior of all the named parties in this  
13 matter, COURT FINDS, Nancy Haack did not breach the implied covenant of good faith  
14 and fair dealing.  
15

16  
17 **I. Defendants' Tortious Interference with Contract and Prospective Economic  
Advantage Counterclaim**

18 To prevail on a claim for tortious interference with prospective economic  
19 advantage a plaintiff must prove: (1) plaintiff had a prospective contractual relationship  
20 with a third party; (2) defendant knew of the prospective relationship; (3) defendant  
21 intended to harm the plaintiff by preventing the prospective relationship; (4) defendant's  
22 interference with the relationship was not privileged or justified; and (5) defendant's  
23 interference caused plaintiff actual harm. *In re Amerco Derivative Litig.*, 127 Nev. 196,  
24 226 (2011).  
25

26 For this counterclaim, Defendants argued that Haack's actions interfered with  
27 Defendants' prospective contractual relationships with the agents they would have hired  
28



1 had NRS expanded. They asserted that Haack knew about these relationships and note that  
2 she even showed prospective agents the new office. Once Haack reneged on her promise  
3 to expand NRS with Defendants she prevented these relationships from materializing.  
4 Further, Defendants argued that Haack's statements that she was trying to "get back at"  
5 Defendants and that she wanted them to "start over like she had to" is evidence of their  
6 counterclaim.  
7

8 Plaintiff asserted at trial that while she had intended to expand the NRS space,  
9 Haack's husband's refusal to sign the personal guarantee resulted in Haack's refusal to  
10 sign the new lease<sup>5</sup>. Further, she argued that it was the actions by the Defendants that led  
11 to the tension in the office and ultimately harmed NRS.  
12

13 COURT FINDS, Haack's actions were no more responsible for any loss of agents  
14 than those actions of the Defendants. The former NRS agents who testified at trial both  
15 noted that infighting among the members led to their departure, not any specific actions of  
16 Haack. Further, COURT FINDS, Defendants moved forward with their plans to open the  
17 new company in the space across from NRS and any prospective agents still had the  
18 opportunity to join the company in the new space.  
19

#### 20 **J. Defendants' Declaratory Relief Counterclaim**

21 Defendants' final counterclaim asked this Court to declare that Haack abandoned  
22 NRS based on her statements and actions. She reneged on her promise to expand NRS,  
23 including refusing to sign the lease and personal guarantee for the new space belonging to  
24 Life Real Estate. Defendants pled that Haack resigned her position in NRS.  
25  
26  
27  
28

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<sup>5</sup> Nancy Haack's husband has never been a party to this matter.

1 COURT FINDS, Plaintiff did not resign her position in NRS. Defendants testified  
2 at trial that Haack is still a member of NRS contradicting the claim that she resigned her  
3 position in NRS.  
4

5 **V. ORDER**

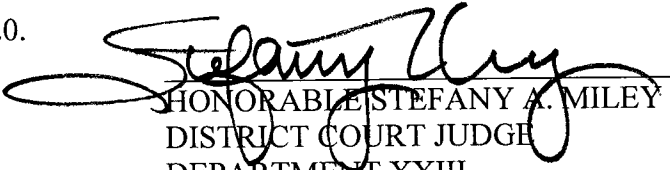
6 For the foregoing reasons, IT IS HEREBY ORDERED, judgement shall be  
7 awarded in favor of Plaintiff Nancy Haack on her claims of (1) breach of the implied  
8 covenant of good faith and fair dealing and (2) breach of fiduciary duty against Defendants  
9 Sean Evenden and Roger Ayala. Defendants Sean Evenden and Roger Ayala are required  
10 to pay Nancy Haack an equivalent amount of money in salary that they were paid after  
11 amending the Operating Agreement of NRS Realty Group, LLC.  
12

13 IT IS FURTHER ORDERED, pursuant to the Operating Agreement, Defendants  
14 shall reimburse NRS Realty Group, LLC any monies provided by NRS Realty Group,  
15 LLC, used towards Defendants' legal representation in this matter.  
16

17 IT IS FURTHER ORDERED, Plaintiff shall submit a list of three proposed  
18 independent accountants to Defendants who will choose one of the proposed accountants  
19 to provide an independent accounting of NRS Realty Group, LLC, including but not  
20 limited to, the profitability of the company from 2016 until the closing of NRS. The  
21 accountant shall also determine the value of NRS Realty Group, LLC at the time of its  
22 closing. The expense of the independent accountants shall be paid by Defendants. Further,  
23 Sean Evenden and Roger Ayala shall pay Nancy Haack one-third of the profits and value,  
24 minus any distribution that Haack already received, based on the independent accounting.  
25

26 IT IS SO ORDERED.  
27  
28

1  
2 Dated this 17th day of June, 2020.

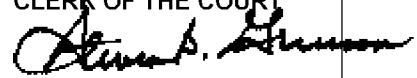
3   
4 HONORABLE STEFANY A. MILEY  
5 DISTRICT COURT JUDGE  
6 DEPARTMENT XXIII

7 **CERTIFICATE OF SERVICE**

8 I hereby certify that on or about the date signed, a copy of this Decision and Order was  
9 electronically served and/or placed in the attorney's folders maintained by the Clerk of the  
10 Court and/or transmitted via facsimile and/or mailed, postage prepaid, by United States  
11 mail to the proper parties as follows: Nancy L. Haack, 1870 Morganton Dr., Henderson,  
12 NV, 89052, John Holiday, Esq. and Patrick J. Sheehan, Esq.

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19  
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23  
24  
25  
26  
27  
28 By: 

Carmen Alper  
Judicial Executive Assistant  
Department XXIII



1 **SHUMWAY VAN**  
2 KARL A. SHELTON, ESQ.  
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12 *Attorney for Plaintiffs and Counterdefendant.*

13 **EIGHTH JUDICIAL DISTRICT COURT**  
14 **CLARK COUNTY, NEVADA**

15 NANCY HAACK, an individual; and NRS  
16 REALTY GROUP, LLC, a Nevada Limited  
17 Liability Company, d/b/a LIFE REALTY,

18 Plaintiffs,  
19 vs.

20 SEAN EVENDEN an individual; ROGER  
21 AYALA; an individual; DOE Individuals I  
22 through X; and ROE CORPORATIONS and  
23 ORGANIZATIONS I through X, inclusive,

24 Defendants.

25 SEAN EVENDEN, an individual; ROGER  
26 AYALA; an individual, and NRS REALTY  
27 GROUP, LLC, a Nevada Limited Liability  
Company, d/b/a LIFE REALTY,

Counterclaimants,

vs.

NANCY HAACK, an individual.

Counterdefendant.

Case No.: A-17-753435-C  
Dept No.: 23

**NOTICE OF ENTRY OF ORDER**

...

...

...

...

SHUMWAY VAN  
8985 South Eastern Avenue, Suite 100  
Las Vegas, Nevada 89123  
Tel (702) 478-7770 Fax (702) 478-7779

1 PLEASE TAKE NOTICE that on June 17<sup>th</sup>, 2020 the DECISION AND ORDER was  
2 entered by the Court in the above-entitled action, a true and correct copy of which is attached  
3 hereto.

4  
5 DATED this 5<sup>th</sup> day of July, 2020  
6

7 SHUMWAY VAN

8  
9 By: 

10 MICHAEL C. VAN, ESQ.  
11 Nevada Bar No. 3876  
12 KARL A. SHELTON, ESQ.  
13 Nevada Bar No. 12868  
14 8985 South Eastern Avenue, Suite 100  
15 Las Vegas, Nevada 89123  
16 *Attorneys for Plaintiff and*  
17 *Counterdefendant*  
18  
19  
20  
21  
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23  
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25  
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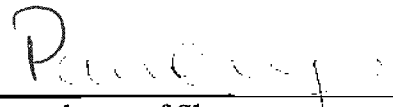
SHUMWAY VAN  
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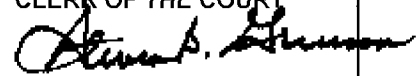
**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **NOTICE OF ENTRY OF ORDER** was submitted electronically for filing and service upon those persons designated by the parties in the E-Service Master List for the above-referenced matter in the Eighth Judicial District Court e-Filing System on the 9 day of July, 2020. I FURTHER CERTIFY that I served a copy of this pleading, to the following:

NANCY HAACK  
701 N. Green Valley Pkwy., #200  
Henderson, Nevada 89074  
nhaacklv@gmail.com

PATRICK J. SHEEHAN, ESQ.  
Fennemore Craig, P.C.  
300 South Fourth Street, 14<sup>th</sup> Floor  
Las Vegas, Nevada 89101  
Email: psheehan@fclaw.com  
Attorneys for Defendants/Counterclaimants  
Sean Evenden and Roger Ayala

  
An employee of Shumway



DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*\*

NANCY HAACK, an individual; and  
NRS REALTY GROUP, LLC, a Nevada  
Limited Liability Company, d/b/a LIFE  
REALTY

Plaintiffs,

v.

SEAN EVENDEN, an individual; ROGER  
AYALA, an individual; DOE Individuals  
I through X; and ROE CORPORATIONS  
and ORGANIZATIONS I through X,  
inclusive,

Defendants,

SEAN EVENDEN, an individual; ROGER  
AYALA, an individual; DOE Individuals  
I through X; and ROE CORPORATIONS  
and ORGANIZATIONS I through X,  
inclusive,

Counterclaimants,

v.

NANCY HAACK, an individual.

Counter-defendants.

CASE NO.: A-17-753435-C

DEPARTMENT XXIII

DECISION & ORDER

I. INTRODUCTION

THIS MATTER having been scheduled for bench trial before this Court from February 18, 2020 through February 21, 2020 with Plaintiff Nancy Haack representing herself in pro per, John R. Holiday, Esq. appearing on behalf of Plaintiff NRS Realty Group, LLC, Patrick J. Sheehan, Esq. appearing on behalf of Defendants Sean Evenden and Roger Ayala. Plaintiff pled the following claims against Defendants: (1) Breach of

1 Contract; (2) Breach of the Implied Covenant of Good Faith and Fair Dealing; (3) Breach  
2 of Fiduciary Duty; (4) Conversion; (5) Indemnity; and (6) Accounting. At the start of trial,  
3 Plaintiff withdrew her claims of (7) Interference with Prospective Economic Advantage  
4 Against All Defendant; and (8) Usurpation of Corporate Opportunities. Defendants pled  
5 the following counterclaims against Plaintiff: (1) Breach of Contract; (2) Breach of the  
6 Implied Covenant of Good Faith and Faith Dealing Both Tortious and Contractual, (3)  
7 Tortious Interference with Contract and Prospective Economic Advantage; and (4)  
8 Declaratory Relief. The first and second counterclaims were also brought as derivative  
9 actions against Nancy Haack on behalf of NRS Realty Group, LLC.  
10  
11

12 Having considered the testimony of the witnesses, having reviewed the exhibits,  
13 and having heard the arguments of counsel, the Court enters the following Decision and  
14 Order.

## 15 II. STATEMENT OF FACTS AND PROCEDURAL HISTORY

16 1. Nancy L. Haack ("Haack"), Sean Evenden ("Evenden"), and Roger Ayala ("Ayala")  
17 (Collectively "members") formed a real estate brokerage firm, NRS Realty Group, LLC  
18 ("NRS"), in May 2010.  
19

20 2. Each member owns an equal 1/3 interest in NRS.

21 3. When the members formed NRS, they agreed that they would pay themselves a  
22 salary when NRS became profitable.

23 4. NRS's Operating Agreement ("Agreement") was executed by all members on  
24 August 5, 2010.

25 5. NRS's primarily generates its revenue through: (1) office rental fees from its  
26 agents, (2) transaction fees on its agents' real estate sales, and (3) commission splits on  
27 property management fees.  
28



1  
2 6. NRS maintained bank accounts for its operations; most of the funds in these  
3 accounts were commissions owed to agents and other third parties.

4 7. NRS achieved profitability for the first time in 2016.

5 8. In 2016, the members began negotiations to expand NRS by leasing an office  
6 across the hall from their original office.

7 9. Multiple agents, including existing agents as well as new agents, were shown the  
8 new space and informed about the members' plan to expand NRS.

9 10. Certain NRS agents were promised offices at the new location.

10 11. Nancy Haack, Sean Evenden, Roger Ayala, and their spouses would have to sign  
11 personal guarantees to lease the new office; they also originally had to sign personal  
12 guarantees to lease NRS's original office.

13 12. In January 2017, NRS's landlord provided Defendants with a copy of the lease for  
14 the new office.

15 13. The members met at Balboa Pizza on January 31, 2017. The nature of the  
16 discussions at Balboa were disputed at trial.

17 14. After the Balboa meeting, Haack told Defendants via text message that they could  
18 form a separate company without her so long as they moved to the new office and did not  
19 use NRS's assets.

20 15. Defendants limited Haack's access to the bank accounts but ultimately gave her  
21 view-only access.

22 16. Defendants initially filed dissolution papers with the Secretary of State for NRS  
23 but decided to unwind the dissolution and form a new company.

24 17. Defendants created Life Real Estate around February 2017 across the hall from  
25 NRS.  
26  
27  
28

1  
2 18. Defendants met to amend the Agreement to pay themselves a salary in April 2017.  
3 Haack was not present at the meeting.

4 19. Defendants passed a resolution to pay themselves a salary of \$50,000.00 each.  
5 Haack did not receive a salary.

6 20. Plaintiff filed the Complaint in this matter on April 3, 2017.

7 21. Before signing the new lease in August 2017, Defendants wrote to Haack and  
8 asked her if she wanted NRS to take over the new space with her involvement. Through  
9 her attorney, Haack declined the offer and stated that NRS was not permitted to sign a  
10 lease for the new space.  
11

12 22. More than \$200,000.00 was spent to build out the new office. The source of the  
13 funds was disputed at trial although it was undisputed that Haack never contributed to the  
14 new company.

15 23. NRS continued to operate after Defendants formed the new company; Haack  
16 remained a member of NRS and received a share of the profits.  
17

18 24. Haack sought from this Court an appointment of a receiver to protect the safety and  
19 well-being of NRS' assets. In a Decision issued on January 26, 2018, this Court denied  
20 Haack's Motion but held that beginning February 1, 2018, Defendants were to provide  
21 Haack with monthly disclosures of any and all financial documents relating to NRS Realty  
22 Group, LLC.

23 25. On September 13, 2018, Plaintiff filed two Motions for Partial Summary  
24 Judgment; one motion was as to her claims and the other as to Defendants' counterclaims.  
25 On October 8, 2018, Defendants submitted their opposition as well as a Countermotion for  
26 Summary Judgment on all claims. In a decision issued December 17, 2018, this Court  
27 denied all the pending motions finding that there remained genuine issues of material fact  
28

1  
2 regarding all claims for both parties, especially those involving the Agreement between  
3 the parties.

### 4 III. TESTIMONY FROM WITNESSES

5 Six witnesses testified in this Matter. The following witnesses testified at the bench  
6 trial.

#### 7 A. Sean Evenden

8 NRS was formed in 2010 by Plaintiff Haack and Defendants Ayala and Evenden.  
9  
10 Evenden testified that each of the parties owned one-third of NRS per the Partnership  
11 Agreement (“Agreement”). Evenden was asked numerous questions about his  
12 understanding of the Agreement. On direct examination, Evenden acknowledged that  
13 Section 6.8 (Voting) of the Agreement in states “[T]he unanimous vote of all of the LLC  
14 interests shall be required to approve any action, unless a greater or lesser vote is required  
15 pursuant to this Agreement or by Statute.” However, Evenden testified this section is  
16 vague to him and questions on interpretations would need to be referred to the drafting  
17 attorney.  
18

19 Regarding meetings, Evenden acknowledged that the language of Section 6.10  
20 (Waiver of Notice or Consent by Absent Members) of the Agreement requires an  
21 individual entitled to vote, but who is not present, to sign a “written waiver of notice, a  
22 consent to the holding of the meeting, or any approval of the minutes thereof.” Further,  
23 pursuant to Section 6.11 (Member Action by Written Consent Without a Meeting), if all  
24 the members give written permission, any action may be taken without a meeting and  
25 without formal notice. Evenden testified that at a May 2017 meeting he and Ayala  
26 amended the Agreement, pursuant to Section 13’s language requiring a “majority (or all)  
27 of the LLC interests” to allow for he and Ayala to begin receiving a \$50,000.00 annual  
28

1 salary. He stated that because Haack breached the contract and abandoned her duties that  
2 she was not entitled to receive the salary.  
3

4 Evenden testified that per Section 10 (Indemnification) of the Agreement he and  
5 Ayala held a meeting to award them both legal fees. Evenden agreed that Section 10.5  
6 (Required Approval) states there must be a majority vote of members to approve  
7 indemnification however he never received consent from Plaintiff for the meetings on  
8 indemnification. Evenden testified that he notified Haack of the meetings by email, by  
9 placing notices on her home, and by possibly even texting her. Per Evenden, Haack never  
10 responded to any of these notifications.  
11

12 Evenden testified that there was a substantial profit for NRS in 2016. After 2016  
13 the numbers began to drop, including a drop of \$70,000.00 in profit in 2017, and an  
14 additional drop of about \$92,000.00 in profit in 2018. He acknowledged that the salaries  
15 provided for Evenden and Ayala, as well as legal fees for this matter, could have led to the  
16 drop in profits in 2017.  
17

18 Evenden testified that until 2016 Plaintiff Haack maintained the books and paid  
19 payroll and taxes. Haack was also responsible for the business licenses of the two NRS  
20 offices and was the only licensed realtor at the China Town office and was responsible to a  
21 certain extent for the operation of this second office.  
22

23 Evenden, Ayala, and Haack had a meeting at Balboa Pizza on January 31, 2017  
24 regarding the plan to expand NRS into the space across the hall from the current office.  
25 Following the January 31, 2017 Balboa meeting there were a flurry of text messages that  
26 were sent between the parties. He acknowledged there was a text message to Haack stating  
27 that it was time for them to buy her out as well as one trying to get her to meet with them  
28 to remove her from NRS. He testified that he had originally wanted the three of them to

1 meet during this time without lawyers and to figure out a solution that mutually worked  
2 for all three parties, but that Haack wanted to have her attorney involved in the process.  
3 Although Evenden testified repeatedly that Haack verbally stated she was resigning at the  
4 Balboa meeting, he acknowledged that there was no evidence in writing. Although Haack  
5 was not prevented from working as an agent during this time, after the Balboa meeting she  
6 no longer wanted to put money into the business or be a part of its operations.  
7

8 Evenden stated that Haack breached the Operating Agreement when she failed to  
9 follow up on her promise to move the company forward and expand. Evenden testified  
10 that once Haack breached the Agreement, he and Ayala began noticing themselves and  
11 Haack for special meetings. This was not common practice prior to Haack's breach but she  
12 was noticed for the special meeting in May. It was at the meeting in May 2017 where  
13 Evenden and Ayala amended the Agreement; Haack never showed up to the meeting and  
14 thus written consent was never received. Further, Haack's breach, along with a cease and  
15 desist letter she sent, led to Evenden and Ayala deciding it would be best to dissolve the  
16 company before they ultimately decided to unwind that decision.  
17

18 In May 2017, NRS had between 30 and 40 agents. The new entity, Life Real  
19 Estate, had about 104 agents at the time of the trial. Evenden noted that the agents Haack  
20 recruited were at NRS until that entity's lease expired.  
21

22 Once Haack was no longer handling the bookkeeping for NRS, the books were  
23 audited to ensure that Life Real Estate employees were not paid out of NRS. Evenden was  
24 unsure if NRS paid the Secretary of State fees for Life Real Estate. However, Evenden and  
25 Ayala did vote to pay the legal fees out of NRS funds for this action. Further, while  
26 Evenden testified that he did not specifically know why certain checks were paid to  
27 himself directly, he asserted that he would sometimes pay for business expenses out of his  
28

own pocket and reimburse himself from NRS. To this day, Evenden asserted, Haack is still a one-third owner of the NRS entity.

**B. Jefrie Felton**

Jefrie Felton ("Felton") is a realtor who had been with NRS since 2010 but has since left. He testified that he was under the impression that Haack left the company because she was tired and ready to retire for health reasons. Felton testified that in April 2017 he attended a meeting and received an email NRS was being dissolved. Thereafter, a contract with the new company was placed on his desk with a 10-day deadline of March 26, 2017 saying that licenses would be returned to the agents if they chose not to sign.

Felton acknowledged that he ultimately left NRS because of infighting among the partners and worried about the viability of the company. He testified that he is unaware of who caused the issues but was aware that the intent was for NRS to expand across the hall.

**C. Roger Ayala**

Defendant Roger Ayala, like Evenden, testified that sometimes he would be reimbursed for expenses that he incurred on behalf of the company. This could include charitable contributions in addition to other business expenses.

Regarding the space across the hall from NRS, Ayala testified that he remembered Haack giving permission to open the new office in early 2017. Ayala sent the March 10, 2017 letter threatening to send Haack's license back to the Real Estate Division because she continuously changed her mind on whether Evenden and Ayala could open the new business without her.

When asked about the March 10, 2017 letter Evenden and Ayala sent to Haack stating that Haack had been removed from NRS, Ayala testified that he never fully understood the contents of it at the time and still does not today. He noted that they

1 presented the circumstances to their attorney, they paid the attorney with NRS funds, and  
2 the attorney drafted the letter. It was the fear of litigation, Ayala testified, that ultimately  
3 led he and Evenden to withdraw the dissolution.  
4

5 Ayala testified that he believes he told the agents at NRS that they had to move to  
6 Life Real Estate because Evenden was stepping down as broker of NRS to assume that  
7 role at Life Real Estate. However, Ayala did not believe that any of NRS's agents left  
8 before the March 10, 2017 letter to Haack.  
9

10 Ayala ended up becoming the broker of record for NRS. Ayala testified that during  
11 his time as broker of record for NRS he is unsure about how much money NRS made. He  
12 did note, however, that lease payments for the Life Real Estate location have never been  
13 paid out of the NRS funds and that one particular large payment had to be paid out of NRS  
14 to pay the back dues of about seven months of CAMs for the NRS location.  
15

16 Regarding Haack's share of the distribution, Ayala testified that she was given one  
17 check for \$32,000.00 and one check for \$29,000. The original offer to her was for one-  
18 third of the cash on hand and one-third of the profits going forward. He acknowledged that  
19 this was not based on a formal evaluation of the company.

20 **D. Nancy Haack**

21 Plaintiff Nancy Haack testified that negotiations for the expansion began in 2016  
22 and continued into 2017. She acknowledged that her husband did not want to sign a  
23 personal guarantee for either the new space across the hall or to extend the current NRS  
24 lease beyond its expiration<sup>1</sup>. Haack testified that her husband was worried about her  
25  
26  
27

28 <sup>1</sup> Sean Evenden, Roger Ayala, Nancy Haack, and their spouses had to sign personal guarantees for the NRS lease. To extend the NRS lease beyond its expiration would again require personal guarantees from all of the parties.

1 health, due to a previous heart attack, and that she was doing too much work for the NRS  
2 business without being properly compensated.

3  
4 Haack testified that she was originally told by Evenden that their spouses would  
5 only need to sign a two year personal guarantee but that she later found out the guarantee  
6 was for the length of the contract. She stated that she had originally wanted a lawyer to  
7 look at the lease but that Evenden and Ayala felt that was unnecessary. Following the  
8 contentious negotiations during and after the Balboa meeting, Haack's attorney advised  
9 her to have them open the new company in the space across from NRS while she would  
10 stay on at NRS; eventually the two entities would merge after two years. One of her  
11 concerns was that after seven years of not making money she did not want to use the  
12 profits NRS finally made and invest that into a new location.

13  
14 Haack asserted that she never wanted to leave NRS and wanted to maintain her  
15 role at NRS but would not be an owner of the new company across the hall. She was  
16 worried about Evenden and Ayala removing her from NRS. However, at her deposition,  
17 Haack testified that she would not go back to NRS. Haack denied ever saying she would  
18 quit at the Balboa meeting but testified that it was uncomfortable going into work after  
19 that meeting and that she "didn't want to be there." Haack wanted to keep NRS running  
20 until she was off the lease.

21  
22 Haack also asserted that after she started this litigation she was never given access  
23 to all of the accounting records that she needed. The forensic accountant had access, but  
24 Haack testified that January 2020 was the first time she got access to the information and  
25 was only given a login for QuickBooks, rather than for the other software including  
26 Loanwolf and ADP. ADP was used for payroll while Loanwolf was used for tax purposes.  
27  
28



1 And while she did receive a distribution in 2017, based on 2016 being profitable, there  
2 have been no further distributions after January 2018.

3  
4 Haack testified that the Agreement always required unanimous consent for major  
5 changes as well as decisions related to finances and ownership. She acknowledged that it  
6 says majority in the Agreement but that is not her interpretation of the Agreement. Further,  
7 Haack asserted that Section 10.5 (Required Approval) of the Agreement prohibited  
8 members from voting for indemnification if they are parties to the proceeding. She further  
9 testified that she never saw the May 2017 amendment so she could not have agreed on the  
10 change but did acknowledge that she received the notices posted on her home. Haack  
11 testified, "Why would I go to a meeting if every item is against me." Haack stated that she  
12 did not believe the Agreement could be amended to benefit only two of the members.  
13

14 Haack stated that she always envisioned the members would get salaries once the  
15 company was profitable. She also testified that she initially agreed to expand NRS across  
16 the hall because the current office lacked sufficient offices and desk space for all of the  
17 agents. Haack asserted that while she was fine signing the personal agreement on the new  
18 space, it was her husband who did not want to sign himself. However, in a text message  
19 Haack sent on February 6, 2017 she mentioned that she wanted to ensure she "wasn't tied  
20 to a lease until I was 72 years old." On February 8, 2017, Haack had her lawyer send a  
21 letter to Ayala and Evenden stating that she had no interest in renewing the lease for the  
22 NRS location. Haack did not dispute saying she was going to retire at one point, but noted  
23 that Evenden had regularly threatened to leave the business as well. She acknowledged  
24 that she told them to just create the new business across the hall but that they were not to  
25 use any of her or NRS's money for the project.  
26  
27  
28

1  
2 NRS had about 40-45 agents the day Haack left the company and about 50 agents  
3 in November 2017 per Haack. NRS existed through October 2019 up to the expiration of  
4 its lease. She testified that she went to the office in 2019 to retrieve her possessions and  
5 that the core group of agents were still at NRS.

6 **E. Crystal Elijah-Ramos**

7  
8 Crystal Elijah-Ramos ("Elijah-Ramos") is a realtor who started with NRS in  
9 January 2016. She testified that she moved her license to NRS because of a good rapport  
10 she had with Haack when they met. Elijah-Ramos stated that when she was presented with  
11 the offer to go over to the new space or have her license returned to the division, she felt  
12 like she was being intimidated but nonetheless signed the new agreement with Life Real  
13 Estate.

14 **F. Joseph Leauanae**

15  
16 Joseph Leauanae ("Leauanae") is a forensic accountant, accredited in business  
17 evaluation and accounting forensics. He was retained by Plaintiff in May 2018 for the  
18 purpose of calculating the economic damages incurred by NRS and/or Haack.

19 When analyzing the seven bank accounts attached to NRS, Leauanae testified that  
20 transfers were seen between accounts he did not have access to. He noted that two  
21 accounts had been opened after Haack's departure and that this is unusual. After  
22 completing his report at some point in 2019 his online access to the databases was stopped.

23  
24 Leauanae stated that he was provided statements from January 2016 up through  
25 May 2018 that was missing some information. Over 23,000 transactions were compared to  
26 the flow of funds through the accounts. He noted transactions to the US Treasury for  
27 approximately \$102,694 paid by NRS on behalf of Evenden. Leauanae testified that these  
28 payments would be for tax obligations by or on behalf of Evenden and while the

1 Quickbooks account referenced the amount, it did not specify how it was recorded. A  
2 company like NRS, per Leauanae, would require the individual rather than the company  
3 be responsible for the tax obligations. While Leauanae noted in his expert report that there  
4 may be (1) damages related to alleged accounting/Operating Agreement-based  
5 improprieties as well as (2) damages related to defendants' alleged misappropriation of  
6 corporate assets and the formation of Life Real Estate, a competing entity, Leauanae  
7 testified he did not have all the information he needed to formulate a final conclusion on  
8 many of the allegations. Further, Leauanae was unable to reconcile the differences  
9 between the profit and losses shown in Quickbooks and Loanwolf<sup>2</sup>.  
10  
11

12 Leauanae noted that the salaries paid to Evenden and Ayala, along with various  
13 payments to Evenden and the landlord Vestar Property Management were transactions that  
14 caught his attention. The payments to Vestar had been \$7,500 per month before Haack's  
15 departure and that went up to \$11,000.00 following her departure. Leauanae testified that  
16 the increase in payments could have been for the missing CAM payments but he has no  
17 information to agree or disagree with that assessment.  
18

#### 19 IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

20 Ultimately, what came before this Court were the intimate details of a business  
21 relationship that had rotted to its core. As disagreement arose between the members  
22 regarding how to properly move the business forward, evidence was presented to this  
23 Court that showed resentment had set in, threats were made to one another, and the parties  
24 all made comments evincing their desires to go their separate ways. Beyond the mere  
25 words of the parties, their respective actions among one another are critical to this Court.  
26  
27

28 ///

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<sup>2</sup> In 2017 NRS showed income of \$709,021.00 in Loanwolf and \$214,000.00 in Quickbooks. In 2018 the numbers showed \$709,000.00 in Loanwolf and a loss of \$121,000.00 in Quickbooks.

1  
2 **A. Plaintiff's Breach of Contract Claim**

3 To prevail on a breach of contract claim, the plaintiff must demonstrate: (1) the  
4 existence of a valid contract; (2) a breach by the defendant; and (3) damages caused by the  
5 breach. *Cohen-Breen v. Gray Television Grp., Inc.*, 661 F. Supp. 2d 1158, 1171 (D. Nev.  
6 2009). A person breaches a contract when they fail to perform a "duty arising under or  
7 imposed by an agreement." *State Dep't of Transportation v. Eighth Judicial Dist. Court in*  
8 *& for Cty. Of Clark*, 133 Nev. 549, 554 (2017). A party does not have to perform under a  
9 contract if the other party materially breaches their duty to perform first. *Cain v. Price*, 134  
10 Nev. 193, 196 (2018). Here, both plaintiff and defendants have asserted claims for breach  
11 of contract.  
12

13 Plaintiff claimed Defendants breached the Agreement in a myriad of ways.  
14 Meetings were conducted without Haack. Amendments to the Agreement were made  
15 without her written consent, including an amendment providing salaries to Evenden and  
16 Ayala, but not Haack, and an amendment that was made involving the addition of a  
17 provision for capital calls that was never exercised. Plaintiff also claimed that Defendants  
18 breached the Agreement when they dissolved NRS, however, that dissolution was  
19 promptly reversed, as noted by Defendants. Most critical to Plaintiff's arguments is the  
20 assertion that Defendants breached the Agreement by forming the new company, Life Real  
21 Estate, and appropriating NRS's assets, goodwill, intellectual property, and real estate  
22 agents.  
23

24 Further compounding the issues at NRS, Plaintiff alleged that Defendants breached  
25 the contract when they excluded Haack from the office. Plaintiff also asserted that  
26 Defendants' threats to fire NRS's agents if they did not sign independent contract with  
27 Life Real estate constituted a breach. Per Haack, this amounted to taking NRS's agents to  
28

1 better the new company. Plaintiff's damages are from the loss of agents, resulting in a loss  
2 of transactions and diminished profitability for NRS.  
3

4 Defendants noted that Section 6.3 of the Agreement allowed for special meetings  
5 as long as two-thirds of the holding interests are represented and all of NRS's members are  
6 notified of the special meeting. Haack was notified of the meetings. She acknowledged at  
7 trial the notices that were left at her home. Further, Section 6.11 of the Agreement allows  
8 for actions to be taken on behalf of the corporation through a vote of a majority of the  
9 members. Defendants again noted that Evenden and Ayala make up a majority of the  
10 members.  
11

12 Regarding the creation of Life Real Estate, Defendants asserted that Haack  
13 expressly authorized Defendants to start their own company as evidenced by text  
14 messages, deposition testimony, and Haack's own testimony at trial. Defendants noted that  
15 this did not alter Haack's one-third interest in NRS, an interest that still remains today.  
16 Defendants argued that because they funded the company independently, not relying on  
17 any of NRS's assets, that their actions were consistent with the Agreement and with  
18 Haack's own demands. In addition, Haack has received over \$60,000.00 in profits from  
19 her share of NRS since the alleged breaches. Furthermore, in conjunction with Haack's  
20 undisputed distribution profits, Plaintiff never proved any damages<sup>3</sup>. The Forensic  
21 Accountant was unable to specify damages due to his repeated testimony that he needed  
22 more documents and information to make a conclusion. His report only noted possible  
23 areas of misappropriation.  
24  
25

26 Defendants noted that only a few agents ultimately left NRS. Further, those that  
27 left because of the dispute between the members was caused by Haack and a number of  
28

---

<sup>3</sup> Defendants argued that Plaintiff failed to prove damages on each of her claims.

1 those agents who left went with Haack to the competing brokerage she formed.  
2  
3 Defendants felt they had to restrict Haack's access to the office and to the bank accounts  
4 because her vindictive behavior towards Defendants threatened NRS and its agents. Her  
5 testimony that she preferred a "pound of flesh" to money is evidence of this. Further, it  
6 was only after Haack breached the Agreement by reneging on her promise to help expand  
7 NRS that Defendants chose to restrict her access to the bank accounts.

8 COURT FINDS, Defendants Sean Evenden and Roger Ayala did not breach their  
9 contract with Plaintiff Nancy Haack. There undisputedly was a contract between the  
10 parties in the form of the Operating Agreement for NRS. While amending the Agreement  
11 without Plaintiff Nancy Haack's signature may have been done to better their positions, it  
12 was compliant with the language of the Agreement only requiring a majority vote.

13  
14 Further, COURT FINDS, the correspondence between Defendants and the NRS  
15 agents did not constitute a breach of contract. Defendants were acting on the express  
16 consent of Nancy Haack to open the new space across the hall and provided the agents an  
17 alternative option to moving their license to the new space. While Defendants did initially  
18 begin dissolution of NRS, they promptly reversed that action and the action did not rise to  
19 a breach of contract.  
20

21 **B. Plaintiff's Breach of the Implied Covenant of Good Faith and Fair Dealing**

22 Pursuant to Nevada Revised Statute § 104.1304, every contract in Nevada contains  
23 an implied covenant that requires all parties to act in good faith. Nev. Rev. Stat. §  
24 104.1304. A party acts in good faith by acting honestly and by observing reasonable  
25 commercial standards of fair dealing. Nev. Rev. Stat. § 104.1201(t). To establish a claim  
26 for breach of the implied covenant of good faith and fair dealing, a plaintiff must prove:  
27 (1) existence of a valid contract; (2) plaintiff had a justifiable expectation to receive certain  
28

1 benefits consistent with the spirit of the contract; (3) defendant performed in a manner that  
2 violated or was unfaithful to the spirit of the contract; (4) the defendant's unfaithful action  
3 was deliberate; and (5) causation and damages. *Hilton Hotels Corp. v. Butch Lewis*  
4 *Productions, Inc.*, 107 Nev. 226, (1991). A party can breach the implied covenant of good  
5 faith and fair dealing even if they comply with all the terms of the contract in question. *Id.*  
6 at 233. Again, both parties have asserted a claim for breach of contract against one  
7 another.  
8  
9

10 Plaintiff asserted the same arguments for this cause of action as she did for the  
11 breach of contract claim. She argued that Defendants breached the implied covenant by  
12 breaching the Agreement. Defendants asserted that they never breached the Agreement in  
13 the first place; Haack was the breaching party.

14 COURT FINDS, Defendants did breach the implied covenant of good faith and fair  
15 dealing. The actions of the Defendants in this matter violated the spirit of the Agreement  
16 between themselves and Nancy Haack, even if they did not technically violate the terms of  
17 the Agreement. While Plaintiff may not have originally pled the loss of salary in her  
18 Second Amended Complaint, the salary taken by Sean Evenden and Roger Ayala is  
19 evidence of damages suffered by Nancy Haack in this matter. They deliberately amended  
20 the Agreement to provide a salary for themselves on account of the work they had to do  
21 for NRS after Nancy Haack was no longer involved in the office. The parties agreed that  
22 salaries would be appropriate once the business was profitable. The business was  
23 profitable, Nancy Haack was and is still a member of NRS, and she was entitled to any  
24 salary that Sean Evenden and Roger Ayala amended the Agreement to provide.  
25  
26

27 ///

28 ///

1  
2 **C. Plaintiff's Breach of Fiduciary Duty Claim**

3 To prevail on a breach of fiduciary duty claim a Plaintiff must prove the following  
4 elements at trial: (1) the defendant had a fiduciary duty; (2) the defendant breached the  
5 duty; and (3) the breach caused the plaintiff damages. *Klein v. Freedom Strategic*  
6 *Partners, LLC*, 595 F. Supp. 2d 1152, 1162 (D. Nev. 2009). Among partners, there is a  
7 fiduciary duty to provide full and frank disclosure of all relevant information. *Clark v.*  
8 *Lubritz*, 95 Nev. 45, 48 (1979). Excessive salaries taken by corporate officers is a breach  
9 of those officers' fiduciary duty. *Bedore v. Familian*, 122 Nev. 5, 12 (2006).

10  
11 Plaintiff argued that Defendants breached their fiduciary duty by forming the new  
12 business Life Real Estate and using the Life Realty Trademark. At trial, Plaintiff also  
13 raised the issue of Defendants taking a salary for themselves and not extending that salary  
14 to Haack. Those actions, Plaintiff asserted, breached the fiduciary duty that Evenden and  
15 Ayala had to Haack and to NRS.

16  
17 Defendants noted the correspondence from Haack to Evenden and Ayala that she  
18 consented to Defendants' use of the Life Realty Trademark so long as they did not use any  
19 NRS assets. They argued that this showed consent on Haack's behalf and thus, they did  
20 not breach their fiduciary duty<sup>4</sup>. Regarding the allegation that the amendment to the  
21 Agreement providing salary to Evenden and Ayala, but not Haack, breached Defendants'  
22 fiduciary duties, Defendants first noted that this claim was never part of Plaintiff's  
23 complaint and should not be considered by this Court. Further, they argued that this action  
24 complied with Section 13 of the Agreement because only a majority is needed to amend  
25 the Agreement. This was confirmed, under oath, by the drafter of the Agreement.

26  
27 Defendants argued that they had a right to pay themselves a salary so long as it was

28  
<sup>4</sup> See *Doe v. Round Valley Unified School Dist.*, 873 F. Supp. 2d 1124, 1130 (D. Ariz. 2012) (Citing  
Restatement (Second) of Torts § 892 (1965) to note that consent is a defense to tort claims.)



1 reasonable and commiserate with the market. Defendants noted Haack's own testimony  
2 that the industry standard was above the \$50,000.00 salary Defendants provided for  
3 themselves. Further, once Haack left the Company and no longer provided her one-third of  
4 the services to NRS, she was no longer entitled to the compensation.

5  
6 COURT FINDS, Defendants breached their fiduciary duty to Nancy Haack.  
7 Plaintiff did testify that the amount of salary taken by Defendants was below the industry  
8 standard, but it was excessive in comparison to her allotted salary of zero dollars. While  
9 Defendants did provide notice to Nancy Haack of the special meeting, this Court looks at  
10 the totality of Defendants' actions once conflict began among the parties and concludes  
11 that Defendants intended to provide themselves a benefit that they were unwilling to  
12 provide to Nancy Haack.  
13

#### 14 **D. Plaintiff's Conversion Claim**

15 The elements a Plaintiff must prove on a conversion claim are: (1) defendant  
16 wrongfully exerted a distinct and intentional act of dominion over plaintiff's property; (2)  
17 defendant acted in denial of or inconsistent with the plaintiff's use and enjoyment of the  
18 property, or in derogation, exclusion, or defiance of the plaintiff's rights or title in the  
19 property; and (3) causation and damages. *See M.C. Multi-Family Dev., L.L.C. v. Crestdale*  
20 *Assocs., Ltd.*, 124 Nev. 901, 910 (2008). Consent is a defense to conversion *Rajala v.*  
21 *Allied Corp.*, 919 F.2d 610 632 (10th Cir. 1990) (citing Restatement (Second) of Torts §  
22 252 (1965)).  
23

24 Plaintiff argued that Defendants converted the assets of NRS, and deprived Haack  
25 of her rights under the Agreement. By opening up Life Real Estate across the hall from  
26 NRS, and restricting Haack from the NRS premises, Defendants exerted dominion over  
27  
28

1 Haack's membership in NRS. Further, Plaintiff argued that Defendants Evenden and  
2  
3 Ayala used NRS funds to finance Life Real Estate.

4 Defendants again noted that Haack consented to opening the new company and  
5 using the Life name. She gave sworn testimony that she wanted Evenden and Ayala to run  
6 their own separate company in the new space while allowing NRS to continue running in  
7 its space until that lease expired. More importantly, they asserted that Haack's  
8 membership was never interfered with as she remained a member of NRS and still does to  
9 this day.  
10

11 COURT FINDS, Defendants did not convert any assets from NRS. The forensic  
12 accountant was unable to specify damages for this Court during his testimony or in his  
13 report. He laid out potential misappropriations but admitted that in at least one of these  
14 alleged misappropriations the money could have been used to pay the owed CAM fees for  
15 the NRS space.  
16

#### 17 **E. Plaintiff's Indemnity Claim**

18 Where two or more parties agree on a contractual provision that one party will  
19 reimburse the other party for liability resulting from one party's work there is contractual  
20 indemnity. *United Rentals Hwy. Techs. v. Wells Cargo*, 128 Nev. 666, 673 (2012). "When  
21 the duty to indemnify arises from contractual language, it generally is not subject to  
22 equitable considerations; rather it is enforced in accordance with the terms of the  
23 contracting parties agreement." *Id.* This Court must strictly construe indemnity clauses. *Id.*  
24

25 Here, Plaintiff argued that Defendants wrongfully used NRS funds to pay for these  
26 legal proceedings in violation of the Agreement. Plaintiff noted that Section 10.5 of the  
27 Agreement states that any indemnification requires a majority vote of the "LLC Interests  
28 of Members who were not parties to the proceeding at a duly held meeting of the Members

1 at which a quorum is present.” Here, the only members who voted in favor of  
2 Indemnification, Evenden and Ayala, are both parties to this proceeding and thus  
3 improperly indemnified themselves. Defendants’ argument against this claim was that the  
4 legal fees were properly advanced and that Defendants are only required to reimburse  
5 NRS if they lose.  
6

7 COURT FINDS, pursuant to Section 10 of the Agreement, and consistent with  
8 Defendants’ own concessions, Defendants are responsible to reimburse NRS for the funds  
9 utilized to pay for the legal defense of Sean Evenden and Roger Ayala as they breached  
10 the implied covenant of good faith and fair dealing as well as their fiduciary duties.  
11

#### 12 F. Plaintiff’s Accounting Claim

13 “Before a claim for accounting can be pursued, Nevada law requires that the  
14 parties to such a claim must first and foremost be partners.” *G.K. Las Vegas Limited*  
15 *P’ship v. Simon Prop. Grp., Inc.*, 460 F. Supp.2d 1246, 1262 (D. Nev. 2006). Every  
16 partner in a business is entitled to an accounting. *State v. Elsbury*, 63 Nev. 463, 467-68  
17 (1946). Here, there is no dispute among the parties that Haack, Evenden, and Ayala were  
18 partners of NRS.  
19

20 Plaintiff argued that she was never provided all the books and records of NRS.  
21 Haack asserted that she needed a proper accounting to ensure she was given a proper  
22 distribution based on NRS’s profits. Further, a true accounting was necessary to show  
23 whether Defendants converted the assets, intellectual property, good will, etc. from NRS.  
24

25 Defendants argued that they have fully complied with their duty to provide Haack  
26 with an accounting. She was given full access to NRS’s books and records and her  
27 independent forensic accountant could review all of NRS’s records. They note that the  
28 accountant failed to find any monies that were wrongfully taken from the Company.

1  
2 Rather, the forensic accountant only noted discrepancies and possible areas of  
3 misappropriation.

4 COURT FINDS, Defendants did provide a proper accounting of NRS to Plaintiff  
5 during the course of discovery. While Plaintiff regularly challenged the sufficiency of the  
6 documentation up and through trial, Plaintiff's own forensic accounting expert testified  
7 that he received the information from NRS's accounts. What he lacked was information on  
8 the unknown accounts outside of the sphere of NRS itself. He even acknowledged in his  
9 testimony that he was provided follow up information from Sean Evenden when he  
10 requested it.  
11

12 However, COURT FINDS, this Court is not able to make a valuation of the  
13 company or assess whether the profit distributions were paid proportionately. An  
14 independent accounting of the company, at Defendants' expense, is necessary to establish  
15 whether Nancy Haack was paid appropriately. This accounting should cover 2016 until the  
16 close of NRS. The reimbursement of Defendants' legal fees must be accounted for to  
17 determine what the profitability of the company would have been without this matter  
18 solely based on the inclusion of those fees and not any collateral impact from the law suit.  
19

20 **G. Defendants' Breach of Contract Counterclaim**

21 Defendants' counterclaim alleged that it was Haack who initially breached the  
22 Agreement by reneging on her promise to expand NRS. She specifically reneged on  
23 signing the new lease, refused to allow NRS money to be used for the build out of the new  
24 space, and refused to be responsible for her share of any losses at the new space.  
25 Regarding the new lease, Defendants asserted that it was both Haack and her husband who  
26 did not want to sign the personal guarantee. The rift between the members, Defendants  
27  
28

1 argued, led to the loss of agents at NRS and the inevitable income and profits that would  
2 have been received had they stayed with NRS.

3  
4 Plaintiff asserted that despite the need for additional space to accommodate NRS's  
5 growing business, there was never a formal agreement between the parties to expand into  
6 the new space. Haack, Evenden, and Ayala agreed that expansion was necessary but the  
7 offer on the new space was not amenable to Haack or her husband. Haack did not breach  
8 the Agreement when she and her husband refused to sign a lease they found unpalatable.  
9

10 COURT FINDS, Plaintiff Nancy Haack did not breach her contract with  
11 Defendants. There was substantial testimony from all three parties that involved threats to  
12 quit NRS at some point in time and threats against one another, including Defendants'  
13 threat to deliver Haack's license back to the Real Estate Division. Further, while Haack  
14 testified that she did originally intend to expand NRS, this Court is not convinced that her  
15 refusal to sign a personal guarantee on a new lease is a breach of contract. Whether it was  
16 her concern about signing a personal guarantee that would last into her seventies, or  
17 whether it was her husband's refusal to sign the personal guarantee, she was not  
18 contractually obligated to sign a personal guarantee for a lease in an effort to grow NRS.  
19

20 **H. Defendants' Breach of the Implied Covenant of Good Faith and Fair Dealing**  
21 **Counterclaim**

22 Defendants also asserted the same arguments in their counterclaim. In addition to  
23 those arguments, Defendants argued that Haack violated her duties when she filed multiple  
24 complaints against Defendants with the Real Estate Division. Her behavior towards the  
25 Defendants was another example of Haack violating her duty under the covenant.  
26 Defendants argued that this behavior was deliberate and hindered their ability to perform  
27 under the Agreement.  
28

1 Haack acknowledged that she filed complaints against Defendants Evenden and  
2 Ayala. Her testimony noted that she was angry with them, but it was because of their  
3 actions towards her. Haack also denied her behavior in the office rose to the level  
4 described by Defendants and argued that she was simply responding to their behavior and  
5 actions towards her.  
6

7 COURT FINDS, both parties demonstrated a lack of civility towards one another  
8 and one party was not more responsible than the other for the loss of current and  
9 prospective agents at NRS. The two former NRS agents who testified said that it was  
10 infighting among the members that led to their departure. This Court does not find that  
11 Defendants or Plaintiff Nancy Haack deserve more responsibility for the loss of agents in  
12 NRS. Based on the disruptive and threatening behavior of all the named parties in this  
13 matter, COURT FINDS, Nancy Haack did not breach the implied covenant of good faith  
14 and fair dealing.  
15

16 **I. Defendants' Tortious Interference with Contract and Prospective Economic**  
17 **Advantage Counterclaim**

18 To prevail on a claim for tortious interference with prospective economic  
19 advantage a plaintiff must prove: (1) plaintiff had a prospective contractual relationship  
20 with a third party; (2) defendant knew of the prospective relationship; (3) defendant  
21 intended to harm the plaintiff by preventing the prospective relationship; (4) defendant's  
22 interference with the relationship was not privileged or justified; and (5) defendant's  
23 interference caused plaintiff actual harm. *In re Amerco Derivative Litig.*, 127 Nev. 196,  
24 226 (2011).  
25

26 For this counterclaim, Defendants argued that Haack's actions interfered with  
27 Defendants' prospective contractual relationships with the agents they would have hired  
28

1 had NRS expanded. They asserted that Haack knew about these relationships and note that  
2 she even showed prospective agents the new office. Once Haack reneged on her promise  
3 to expand NRS with Defendants she prevented these relationships from materializing.  
4 Further, Defendants argued that Haack's statements that she was trying to "get back at"  
5 Defendants and that she wanted them to "start over like she had to" is evidence of their  
6 counterclaim.  
7

8 Plaintiff asserted at trial that while she had intended to expand the NRS space,  
9 Haack's husband's refusal to sign the personal guarantee resulted in Haack's refusal to  
10 sign the new lease<sup>5</sup>. Further, she argued that it was the actions by the Defendants that led  
11 to the tension in the office and ultimately harmed NRS.  
12

13 COURT FINDS, Haack's actions were no more responsible for any loss of agents  
14 than those actions of the Defendants. The former NRS agents who testified at trial both  
15 noted that infighting among the members led to their departure, not any specific actions of  
16 Haack. Further, COURT FINDS, Defendants moved forward with their plans to open the  
17 new company in the space across from NRS and any prospective agents still had the  
18 opportunity to join the company in the new space.  
19

#### 20 **J. Defendants' Declaratory Relief Counterclaim**

21 Defendants' final counterclaim asked this Court to declare that Haack abandoned  
22 NRS based on her statements and actions. She reneged on her promise to expand NRS,  
23 including refusing to sign the lease and personal guarantee for the new space belonging to  
24 Life Real Estate. Defendants pled that Haack resigned her position in NRS.  
25  
26  
27  
28

---

<sup>5</sup> Nancy Haack's husband has never been a party to this matter.

1 COURT FINDS, Plaintiff did not resign her position in NRS. Defendants testified  
2 at trial that Haack is still a member of NRS contradicting the claim that she resigned her  
3 position in NRS.  
4

5 **V. ORDER**

6 For the foregoing reasons, IT IS HEREBY ORDERED, judgement shall be  
7 awarded in favor of Plaintiff Nancy Haack on her claims of (1) breach of the implied  
8 covenant of good faith and fair dealing and (2) breach of fiduciary duty against Defendants  
9 Sean Evenden and Roger Ayala. Defendants Sean Evenden and Roger Ayala are required  
10 to pay Nancy Haack an equivalent amount of money in salary that they were paid after  
11 amending the Operating Agreement of NRS Realty Group, LLC.  
12

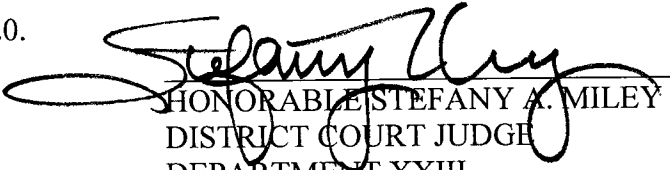
13 IT IS FURTHER ORDERED, pursuant to the Operating Agreement, Defendants  
14 shall reimburse NRS Realty Group, LLC any monies provided by NRS Realty Group,  
15 LLC, used towards Defendants' legal representation in this matter.  
16

17 IT IS FURTHER ORDERED, Plaintiff shall submit a list of three proposed  
18 independent accountants to Defendants who will choose one of the proposed accountants  
19 to provide an independent accounting of NRS Realty Group, LLC, including but not  
20 limited to, the profitability of the company from 2016 until the closing of NRS. The  
21 accountant shall also determine the value of NRS Realty Group, LLC at the time of its  
22 closing. The expense of the independent accountants shall be paid by Defendants. Further,  
23 Sean Evenden and Roger Ayala shall pay Nancy Haack one-third of the profits and value,  
24 minus any distribution that Haack already received, based on the independent accounting.  
25

26 IT IS SO ORDERED.  
27  
28



1  
2 Dated this 17th day of June, 2020.

3   
4 HONORABLE STEFANY A. MILEY  
5 DISTRICT COURT JUDGE  
6 DEPARTMENT XXIII

7 **CERTIFICATE OF SERVICE**

8 I hereby certify that on or about the date signed, a copy of this Decision and Order was  
9 electronically served and/or placed in the attorney's folders maintained by the Clerk of the  
10 Court and/or transmitted via facsimile and/or mailed, postage prepaid, by United States  
11 mail to the proper parties as follows: Nancy L. Haack, 1870 Morganton Dr., Henderson,  
12 NV, 89052, John Holiday, Esq. and Patrick J. Sheehan, Esq.

13  
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28 By: 

Carmen Alper  
Judicial Executive Assistant  
Department XXIII

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**June 20, 2017**

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A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

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<b>June 20, 2017</b>	<b>9:30 AM</b>	<b>Motion to Dismiss</b>	<b>Defendants' Motion to Dismiss or Alternatively for Summary Judgment</b>
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**HEARD BY:** Miley, Stefany

**COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Sheehan, Patrick J.	Attorney
	Simpson, Taylor	Attorney

**JOURNAL ENTRIES**

- Argument by Mr. Sheehan stating a new company had not been formed and believed allegations to be false. Argument by Mr. Simpson advising an individual could not do business without being with a broker. Further argument by Mr. Sheehan. COURT ORDERED, motion DENIED WITHOUT PREJUDICE as it finds there to be genuine issues of material fact. Mr. Simpson to prepare the Order and provide to opposing counsel for review prior to submitting to the Court for signature.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Tort

COURT MINUTES

January 23, 2018

A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

January 23, 2018	9:30 AM	Motion for Appointment of Receiver	Plaintiff's Motion for Appointment of a Receiver
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HEARD BY: Miley, Stefany

COURTROOM: RJC Courtroom 12C

COURT CLERK: Katherine Streuber

RECORDER: Maria Garibay

REPORTER:

**PARTIES**

<b>PRESENT:</b>	Ayala, Roger	Defendant
		Counter Claimant
	Haack, Nancy	Plaintiff
		Counter Defendant
	Sheehan, Patrick J.	Attorney
	Simpson, Taylor	Attorney

**JOURNAL ENTRIES**

- Court pointed out parties had different versions. Argument by Mr. Simpson noting business dispute. Court stated it had not seen what issue Plaintiff had with Defendants. Clarification made by Mr. Simpson. Upon Court's inquiry, Mr. Simpson advised Plaintiff and her spouse were put on the lease. Court asked why Plaintiffs wanted a receiver. Argument by Mr. Simpson. Argument by Mr. Sheehan noting that not only does the Plaintiffs want a receiver, they want a dissolution and referred to page two of their Opposition. Court inquired where the proof would be found. Additional argument by Mr. Simpson. Mr. Sheehan noted they are still business. Court it would re-review the exhibits and render a decision via an order.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Tort

COURT MINUTES

May 15, 2018

A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

<b>May 15, 2018</b>	<b>9:30 AM</b>	<b>Motion to Extend Discovery</b>	<b>Plaintiffs' Motion to Extend Time to Complete Discovery</b>
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**HEARD BY:** Miley, Stefany**COURTROOM:** RJC Courtroom 12C**COURT CLERK:** Katherine Streuber**RECORDER:** Maria Garibay**REPORTER:****PARTIES**

<b>PRESENT:</b>	Haack, Nancy	Plaintiff
		Counter Defendant
	Sheehan, Patrick J.	Attorney
	Shelton, Karl A.	Attorney

**JOURNAL ENTRIES**

- Argument by Mr. Sheehan. Court noted case should be heard on the merits and stated case should be fully flushed out before trial. Colloquy regarding discovery deadlines. Mr. Sheehan stipulated to debt relief. COURT ORDERED, motion GRANTED. FURTHER, trial date VACATED and RESET. Mr. Shelton advised there had been an allegation of misappropriations of funds and believed an expert might be needed. Mr. Shelton to prepare the Order and provide to opposing counsel for review prior to submitting to the Court for signature. JEA to prepare Amended Trial Scheduling Order. Discovery deadlines are as follows: Amended Pleadings regarding Debt Relief is due on or by May 23, 2018; Witness Disclosures are due on or by June 15, 2018; Rebuttal Disclosures are due on or by July 15, 2018; Close of Discovery is August 14, 2018; and Dispositive Motions are due on or by September 13, 2018.

11-06-18 11:00 AM CALENDAR CALL

**A-17-753435-C**

11-13-18 1:00 PM BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****September 25, 2018**

A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

<b>September 25, 2018</b>	<b>9:30 AM</b>	<b>Motion to Strike</b>	<b>Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim</b>
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**HEARD BY:** Miley, Stefany**COURTROOM:** RJC Courtroom 12C**COURT CLERK:** Katherine Streuber**RECORDER:** Maria Garibay**REPORTER:****PARTIES**

<b>PRESENT:</b>	Sheehan, Patrick J.	Attorney
	Shelton, Karl A.	Attorney

**JOURNAL ENTRIES**

- Court stated it received an Opposition and noted leave is usually given freely. Argument by Mr. Shelton noting the Defendants want to modify this Court's scheduling order with no good cause. Court pointed out parties are present as Defendants filed Amended Counterclaim without being given leave. Argument by Mr. Shelton. Mr. Sheehan stated there is no harm to Defendants and noted nothing will affect discovery. Further argument by Mr. Shelton regarding prejudice and believed Defendants had not met pleading standards. Mr. Sheehan requested leave to amend and stated they will word it exactly how Plaintiff would like it to read. Court direct counsel to prepare a proposed counterclaim at which time it will determine if there is good cause and ORDERED, matter CONTINUED.

11-06-18 9:30 AM PLAINTIFF/COUNTER DEFENDANT'S MOTION TO STRIKE CLAIMS IN  
DEFENDANTS' FIRST AMENDED COUNTERCLAIM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****November 06, 2018**

A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

November 06, 2018	9:30 AM	All Pending Motions	<p>Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims; Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims; Defendants' (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims and (3) Defendants' Countermotion for Summary Judgment in its Favor on All Claims; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim; Calendar Call</p>
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**HEARD BY:** Miley, Stefany**COURTROOM:** RJC Courtroom 12C

PRINT DATE: 07/13/2020

Page 6 of 31

Minutes Date: June 20, 2017

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Evenden, Sean	Defendant
		Counter Claimant
	Haack, Nancy	Plaintiff
		Counter Defendant
	Sheehan, Patrick J.	Attorney
	Shelton, Karl A.	Attorney

**JOURNAL ENTRIES**

- As to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims: Argument by Mr. Shelton regarding operating agreement and indemnification. Counsel further argued regarding entitlement to attorney fees, stated funds needed to returned and believed there to be a breach of operating agreement. Court believed there to be genuine issue of material fact as Defendant stated she agreed to this in her deposition. Additional argument by Mr. Shelton. Court stated the more counsel argued the more it believed there to be genuine issue of material fact. As to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims: Argument by Mr. Shelton stating they did not believe Defendants could show original lease that the Plaintiff was guarantor. Court noted tortuous inference being in Counter Claim. Further argument by Mr. Shelton. Mr. Sheehan provided another set of exhibits with attachments reflecting Plaintiff not being forced out, pointed out Plaintiff was given \$65,000.00 for doing nothing and noted Plaintiff stated she did not want to be with the company. Mr. Sheehan noted Plaintiff suffered no damages as she quit the company which is the reason she is not on the bank account. Additional argument by Mr. Shelton. Court advised it wanted to review Plaintiff's entire deposition. Mr. Shelton continued to argue regarding damages. Court advised it will review deposition and believed no further testimony was needed. Mr. Shelton advised the time frames were not clear in the deposition. COURT ORDERED, motions CONTINUED to Chamber Calendar and written decision will issue. At the request of parties, Court will address the Calendar Call and Trial setting in said decision.

12-11-18 3:00 AM (CHAMBERS) Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims; Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims; Defendants' (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims and (3) Defendants' Countermotion for Summary Judgment in its Favor on All Claims; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****December 11, 2018**

A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

<b>December 11, 2018</b>	<b>3:00 AM</b>	<b>All Pending Motions</b>	<b>Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims; Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims; Defendants' (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims and (3) Defendants' Countermotion for Summary Judgment in its Favor on All Claims; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim</b>
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**HEARD BY:** Miley, Stefany**COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

### **JOURNAL ENTRIES**

- Pursuant to Decision and Order filed December 17, 2018, COURT ORDERED, Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims is DENIED; Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims is DENIED; Defendants' Countermotion for Summary Judgment in its Favor on All Claims is DENIED; and Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim is CONTINUED to January 31, 2019 Chamber Calendar. FURTHER, Calendar Call and Trial date are RESET.

04-09-19 11:00 AM CALENDAR CALL

04-15-19 1:00 PM TRIAL BY JURY

CLERK'S NOTE: Court Clerk spoke with Law Clerk regarding the ruling as to Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim and noted matter had not been addressed in the Decision and Order. Matter was then placed on the Court's chamber calendar for decision.  
01/02/19 kls

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**January 31, 2019**

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A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

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<b>January 31, 2019</b>	<b>3:00 AM</b>	<b>Motion to Strike</b>	<b>Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim</b>
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**HEARD BY:** Miley, Stefany

**COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Per the Stipulation of Counsel for both parties filed on November 9, 2019, Plaintiffs Motion to Strike Claims in Defendants First Amended Counterclaim is moot. All future hearings related to this motion will be VACATED.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**April 08, 2019**

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A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

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**April 08, 2019      10:30 AM      Calendar Call**

**HEARD BY:** Bonaventure, Joseph T.      **COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

**PRESENT:**      Sheehan, Patrick J.      Attorney  
                         Shelton, Karl A.      Attorney

**JOURNAL ENTRIES**

- Parties announced ready for trial and noted trial length of 3-4 days. COURT ORDERED, trial date VACATED and RESCHEDULED within current stack.

05-13-19 1:00 PM BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Other Tort

# COURT MINUTES

**April 16, 2019**

A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

<b>April 16, 2019</b>	<b>9:30 AM</b>	<b>Status Check</b>	<b>Status Check Re: Trial Readiness</b>
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**HEARD BY:** Bixler, James

**COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

## PARTIES

**PRESENT:** Sheehan, Patrick J. Attorney  
Shelton, Karl A. Attorney  
Van, Michael C. Attorney

## JOURNAL ENTRIES

- Mr. Van advised they were not ready for trial, noted Mr. Shelton did not have his schedule when trial was previously scheduled and stated he would be at the Federal Bar Conference. Opposition by Mr. Sheehan, stated they are ready to proceed and pointed out Plaintiff's counsel chose this trial date. Argument by Mr. Van. Colloquy regarding trial schedules. COURT ORDERED, trial date VACATED and RESET. Parties advised trial length of three days.

06-18-19 11:00 AM CALENDAR CALL

07-17-19 1:00 PM BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**June 11, 2019**

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A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

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**June 11, 2019      11:00 AM      Calendar Call**

**HEARD BY:** Miley, Stefany      **COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

**PRESENT:**      Sheehan, Patrick J.      Attorney  
Shelton, Karl A.      Attorney  
Van, Michael C.      Attorney

**JOURNAL ENTRIES**

- Mr. Van stated they were unsure whether they could complete trial in three days. Court noted it is a bench trial which they can move accordingly and ORDERED, trial date STANDS.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Tort

COURT MINUTES

July 02, 2019

A-17-753435-C

Nancy Haack, Plaintiff(s)

vs.

Sean Evenden, Defendant(s)

July 02, 2019

9:30 AM

Status Check

**Status Check:  
Resetting of Bench  
Trial**

HEARD BY: Miley, Stefany

COURTROOM: RJC Courtroom 12C

COURT CLERK: Katherine Streuber

RECORDER: Maria Garibay

REPORTER:

**PARTIES****PRESENT:**

Sheehan, Patrick J.

Attorney

Shelton, Karl A.

Attorney

Van, Michael C.

Attorney

**JOURNAL ENTRIES**

- Court noted Senior Judge Bixler set this case for trial without knowing this Court's schedule and the case currently set for trial is older. Argument by Mr. Sheehan. Argument by Mr. Van. Court pointed out it could not do two trials at the same time and ORDERED, matter SET for trial. At the request of the parties, trial will be a FIRM setting. Trial length of 5 days.

11-05-19 11:00 AM CALENDAR CALL

11-18-19 1:00 PM BENCH TRIAL - FIRM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Tort

COURT MINUTES

September 10, 2019

A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

<b>September 10, 2019</b>	<b>9:00 AM</b>	<b>Motion to Withdraw as Counsel</b>	<b>Shumway Van's Motion to Withdraw as Counsel for Nancy Haack and NRS Realty Group, LLC</b>
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**HEARD BY:** Miley, Stefany**COURTROOM:** RJC Courtroom 12C**COURT CLERK:** April Watkins**RECORDER:** Maria Garibay**REPORTER:****PARTIES**

<b>PRESENT:</b>	Haack, Nancy	Plaintiff
		Counter Defendant
	Sheehan, Patrick J.	Attorney
	Shelton, Karl A.	Attorney
		Attorney

**JOURNAL ENTRIES**

- Upon Court's inquiry, Pltf. Haack advised she has not made arrangements for new counsel. Court noted the corporation has to be represented by counsel. Ms. Haack stated she has offered all of them my sales, they want me to settle, do not want to settle and wants to go to trial. Court advised Pltf. Haack NRS Realty Group, LLC, needs counsel. Additional statement by Pltf. Haack. MATTER TRAILED.

**MATTER RECALLED:**

Mr. Shelton, present. Mr. Sheehan advised he has no opposition to motion. Mr. Shelton indicated counsel is seeking to withdraw. COURT ORDERED, motion GRANTED. Statement by Pltf. Haack.



Mr. Sheehan stated he does not want trial continued. FURTHER ORDERED, matter SET for status check.

10/8/19 9:30 AM STATUS CHECK: COUNSEL FOR NRS REALTY GROUP, LLC



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**November 05, 2019**

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A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

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**November 05, 2019      11:00 AM      Calendar Call**

**HEARD BY:** Bonaventure, Joseph T.      **COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Haack, Nancy	Plaintiff
		Counter Defendant
	Holiday, John	Attorney
	Sheehan, Patrick J.	Attorney

**JOURNAL ENTRIES**

- Parties announced ready for trial. Colloquy regarding pre-trial briefs and exhibits. COURT ORDERED, trial date STANDS.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**November 18, 2019**

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A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

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**November 18, 2019      1:00 PM      Bench Trial - FIRM**

**HEARD BY:** Miley, Stefany      **COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Due to Court emergency, COURT ORDERED, trial OFF CALENDAR and is to be RESET.

11-25-19 9:30 AM STATUS CHECK: RESET TRIAL DATE

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Other Tort

# COURT MINUTES

November 25, 2019

A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

November 25, 2019	10:30 AM	Status Check	Status Check Re: Reset Trial Date
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**HEARD BY:** Bonaventure, Joseph T. **COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:** Rebeca Gomez

**REPORTER:**

## PARTIES

<b>PRESENT:</b>	Haack, Nancy	Plaintiff
		Counter Defendant
	Holiday, John	Attorney
	Sheehan, Patrick J.	Attorney

## JOURNAL ENTRIES

- Argument by Mr. Holiday. Statement by Plaintiff. Court directed Plaintiff to file motion, stated it understands the predicament, however, the Court has other cases to hear and ORDERED, matter SET for trial.

02-04-20 11:00 AM CALENDAR CALL

02-18-20 1:00 PM BENCH TRIAL - FIRM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**December 23, 2019**

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A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

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**December 23, 2019      10:30 AM      Motion to Strike**

**HEARD BY:** Bonaventure, Joseph T.      **COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

**PRESENT:**      Holiday, John      Attorney  
Sheehan, Patrick J.      Attorney

**JOURNAL ENTRIES**

- Argument by Mr. Holiday. Court noted parties could still have a bench trial and believed there to be enough time for a new trial to be submitted. Argument by Mr. Sheehan noting nothing in the trial brief consists of evidence, only what the evidence will show. COURT ORDERED, motion DENIED.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**January 14, 2020**

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A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

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<b>January 14, 2020</b>	<b>9:30 AM</b>	<b>All Pending Motions</b>	<b>Show Cause Hearing; Motion for Order to Show Cause why Sean Evenden and Roger Ayala Should Not Be Held in Contempt and to Compel Defendants to Make Mandatory Supplemental Disclosures Pursuant to NRCP 26(e)(1)</b>
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**HEARD BY:** Miley, Stefany

**COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Ayala, Roger	Defendant
		Counter Claimant
	Evenden, Sean	Defendant
		Counter Claimant
	Haack, Nancy	Plaintiff
		Counter Defendant
	Holiday, John	Attorney
	Sheehan, Patrick J.	Attorney

**JOURNAL ENTRIES**

- Court stated the two biggest concerns: Discovery and Plaintiff's counsel making himself a witness which would effect representing the Plaintiffs. Argument by Mr. Holiday. Statement by the Court reiterating its concerns. Further argument by Mr. Holiday regarding Defendants paying fees for alter ego business and requested amendment of the order so they can access financial. Court reiterated it goes back to counsel becoming a percipient witness. Mr. Holiday stated they had an expert. Argument by Mr. Sheehan. Argument by Mr. Holiday. Court pointed out discovery is long been closed. Further argument by Mr. Holiday. Statement by the Court. Additional argument by Mr. Holiday. Court stated counsel does not see the ethical issues, admonished counsel stating he is treading/or violated ethical obligation and reiterated discovery deadlines are closed. Continued argument by Mr. Holiday. Further argument by Mr. Sheehan. COURT ORDERED, Motion for Show Cause is DENIED. Mr. Holiday demanded defense's invoices. Court directed counsel to follow the rules and to review 16.1. Argument by Mr. Holiday. Court admonished Plaintiff's counsel and directed counsel to leave the court room. Mr. Sheehan to prepare the order and provide to opposing counsel for review prior to submitting to the Court for signature.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****February 04, 2020**

A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

<b>February 04, 2020</b>	<b>11:00 AM</b>	<b>All Pending Motions</b>	<b>Calendar Call; Status Check Re: Plaintiff's Counsel; Ex Parte Motion to Have Motion in Limine Heard at Calendar Call on February 4, 2020</b>
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**HEARD BY:** Miley, Stefany**COURTROOM:** RJC Courtroom 12C**COURT CLERK:** Katherine Streuber**RECORDER:** Maria Garibay**REPORTER:****PARTIES**

<b>PRESENT:</b>	Haack, Nancy	Plaintiff
		Counter Defendant
	Holiday, John	Attorney
	Sheehan, Patrick J.	Attorney

**JOURNAL ENTRIES**

- Court inquired of last supplemental prior to close of discovery. Argument by Mr. Sheehan. Argument by Mr. Holiday noting he would not be going into settlement negotiations. COURT ORDERED, Motion in Limine GRANTED. Mr. Sheehan noted Ms. Haack is wanting to represent herself and stated Mr. Holiday is not to intercede on her behalf nor argue on her behalf. Court so agreed. COURT ORDERED, trial date STANDS. Court Clerk advised exhibits are to be submitted no later than February 13, 2020. Exhibit Guidelines provided in open court.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****February 18, 2020**

A-17-753435-C      Nancy Haack, Plaintiff(s)  
                                  vs.  
                                  Sean Evenden, Defendant(s)

**February 18, 2020      1:00 PM      Bench Trial - FIRM**

**HEARD BY:** Miley, Stefany      **COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Ayala, Roger	Defendant
		Counter Claimant
	Evenden, Sean	Defendant
		Counter Claimant
	Haack, Nancy	Plaintiff
		Counter Defendant
	Holiday, John	Attorney
	Sheehan, Patrick J.	Attorney

**JOURNAL ENTRIES**

- Mr. Sheehan stated he had not seen Ms. Haack's exhibits prior to trial and pointed out exhibits had missing date stamps. Colloquy regarding exhibits. Opening Statement by Mr. Holiday. Opening Statement by Mr. Sheehan. Testimony and exhibits presented. (See worksheets) Court took judicial notice of hearing. BACK ON THE RECORD. Testimony and exhibits presented. (See worksheets) COURT ORDERED, trial CONTINUED.

02-19-20 1:00 PM BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**February 19, 2020**

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A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

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**February 19, 2020      1:00 PM      Bench Trial - FIRM**

**HEARD BY:** Miley, Stefany      **COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Ayala, Roger	Defendant
		Counter Claimant
	Evenden, Sean	Defendant
		Counter Claimant
	Haack, Nancy	Plaintiff
		Counter Defendant
	Holiday, John	Attorney
	Sheehan, Patrick J.	Attorney

**JOURNAL ENTRIES**

- Mr. Sheehan advised they had reached a stipulation and advised all exhibits excluding Defendants' exhibits Z and CCCC, would be admitted. COURT SO NOTED. Testimony and exhibits presented. (See worksheets) Colloquy regarding remaining witnesses and depositions. COURT ORDERED, trial CONTINUED.

02-20-20 9:30 AM BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****February 20, 2020**

A-17-753435-C      Nancy Haack, Plaintiff(s)  
                                  vs.  
                                  Sean Evenden, Defendant(s)

**February 20, 2020      9:30 AM      Bench Trial - FIRM**

**HEARD BY:** Miley, Stefany      **COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Louisa Garcia

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Ayala, Roger	Defendant
		Counter Claimant
	Evenden, Sean	Defendant
		Counter Claimant
	Haack, Nancy	Plaintiff
		Counter Defendant
	Holiday, John	Attorney
	Sheehan, Patrick J.	Attorney

**JOURNAL ENTRIES**

- Testimony and exhibits presented. (See worksheets). Following testimony, Mr. Holiday stated he would like to file a motion for failure to join necessary parties, as well as briefing the issue with regards to Mr. Schnitzer. Mr. Sheehan stated it was way too late to file a motion. Colloquy regarding testimony. COURT ORDERED, matter CONTINUED.

CONTINUED TO 2/21/20 9:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****February 21, 2020**

A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

**February 21, 2020      9:30 AM      Bench Trial - FIRM**

**HEARD BY:** Miley, Stefany      **COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Ayala, Roger	Defendant
		Counter Claimant
	Evenden, Sean	Defendant
		Counter Claimant
	Haack, Nancy	Plaintiff
		Counter Defendant
	Holiday, John	Attorney
	Sheehan, Patrick J.	Attorney

**JOURNAL ENTRIES**

- Testimony and exhibits presented. (See worksheets) Mr. Sheehan placed call to Mr. Schnitzer's assistant, stating Mr. Schnitzer was in Argentina and would not return to the office until March 3, 2020 on the record. Argument by Mr. Holiday regarding diligence. Court noted Rule 32, stated there was confirmation that Mr. Schnitzer would be out of the country and stated parties may use deposition. Arguments by counsel. Testimony and exhibits presented. (See worksheets) Back on the Record. Testimony and exhibits presented. (See worksheets) Arguments by counsel. Testimony and exhibits presented. (See worksheets) Parties to submit Trial Briefs by March 20, 2020. Court advised a written decision will be issued.

05-21-20 3:00 A.M. (CHAMBERS) DECISION RE: BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****April 07, 2020**

A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

<b>April 07, 2020</b>	<b>9:30 AM</b>	<b>Motion</b>	<b>Nancy Haack's Motion to Deny Defendant's Motion To Strike Nancy Haack's Trial/Reply Brief And Request The Court Not Read The Same</b>
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**HEARD BY:** Miley, Stefany**COURTROOM:** RJC Courtroom 12C**COURT CLERK:** Katherine Streuber**RECORDER:** Maria Garibay**REPORTER:****PARTIES**

<b>PRESENT:</b>	Haack, Nancy	Plaintiff
		Counter Defendant
	Holiday, John	Attorney
	Sheehan, Patrick J.	Attorney

**JOURNAL ENTRIES**

- Court stated it had reviewed all of the documents and state its decision will be based upon the evidence admitted during bench trial. Mr. Sheehan stated the Court should not consider the motions and will let the Court make its decision. COURT ORDERED, motion DENIED. After Court Proceedings: COURT ORDERED, Defendant's Motion to Strike is VACATED.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**May 21, 2020**

---

A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

---

**May 21, 2020**

**3:00 AM**

**Decision**

**Decision - Bench  
Trial**

**HEARD BY:** Miley, Stefany

**COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**

**JOURNAL ENTRIES**

- Pursuant to Decision and Order filed June 17, 2020, Court FINDS in favor of the Plaintiff and against the Defendants on claims of )1) Breach of the Implied Covenant of Good Faith and Fair Dealing and (2) Breach of Fiduciary Duty Against Defendants.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Other Tort

# COURT MINUTES

**June 17, 2020**

A-17-753435-C      Nancy Haack, Plaintiff(s)  
vs.  
Sean Evenden, Defendant(s)

June 17, 2020	12:00 AM	Motion	Motion for Order Shortening Time
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**HEARD BY:** Miley, Stefany **COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

## PARTIES

<b>PRESENT:</b>	Haack, Nancy	Plaintiff
		Counter Defendant
	Sheehan, Patrick J.	Attorney

## JOURNAL ENTRIES

- Court advised it had final draft of decision ready for signature and believed it would be filed later today. Court stated it had reviewed pleadings and advised it could not grant relief Plaintiff is seeking and ORDERED, motion DENIED.



# EXHIBIT(S) LIST

Case No.: **A753435**

Trial Date:

**FEB 18 2020**

Dept. No.: **XXIII**

Judge:

**STEFANY A. MILEY**

Court Clerk:

**KATHERINE STREUBER**

Recorder:

**MARIA GARIBAY**

Plaintiff: **HAACK, NANCY**

Counsel for Plaintiff:

**John Holidays;**

vs.

**Nancy Haack - Pro Per**

Defendant: **EVENDEN, SEAN**

Counsel for Defendant:

**Patrick Sheehan**

## TRIAL BEFORE THE COURT

### PLAINTIFF'S EXHIBITS

Exhibit Number	Exhibit Description	Date Offered	Objection	Date Admitted
1	Operating Agreement for NRS Realty Group LLC	2/19/20	STIP	2/19/20
2	NRS Bank Activity (2a-2d)	"		"
3	NRS Taxes 2014-2018 (Income/Loss) (3a-3f)			
4	2017 Documents + Communication			
5	NVSOS - Nev. Secretary of State Records			
6	Affidavit to Nevada Real Estate Division (NVRED) S. Evenden 4/19/17			
7	Affidavit to Greater Las Vegas Assoc. of Realtors by R. Ayala			
8	Office Lease			
9	Special meetings 9a-9f			
10	2019 Documents + Communication			
11	Financial Records for NRS			
12	Text Print Screens Among Owners			

13

**A753435**

**HAACK, NANCY**

**VS.**

**EVENDEN, SEAN**

**PLAINTIFF'S EXHIBITS**

[illegible]

## EXHIBIT(S) LIST

Case No.: **A753435**

Trial Date:

FEB 18 2020

Dept. No.: **XXIII**

**Judge:**

STEFANY A. MILEY

**Court Clerk:**

**KATHERINE STREUBER**

Plaintiff: HAACK, NANCY; NRS REALTY  
GROUP LLC

**Recorder:**

**MARIA GARIBAY**

**Counsel for Plaintiff:**

**VS.**

Defendant: **EVEN DEN, SEAN**

**Counsel for Defendant:**

Patrick Sheehan

## TRIAL BEFORE THE COURT

## PLAINTIFF'S EXHIBITS

[illegible]

## EXHIBIT(S) LIST

Case No.: A-17-753435-C

Trial Date:

Dept. No.: 23

Judge:

Judge Stefany A. Miley

Court Clerk:

Katherine Streuber

Plaintiff: Nancy Haack

Recorder

Maria Garibay

Counsel for Plaintiff:

*Nancy Haack - Pro Per  
John Holiday*

vs.

Defendant: Sean Evenden & Roger Ayala

Counsel for Defendant:

Patrick J. Sheehan, Esq.

<b>TRIAL BEFORE THE COURT</b>
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### DEFENDANT'S EXHIBITS

Exhibit Number	Exhibit Description	Date Offered	Objection	Date Admitted
<b>A</b>	Original Operating Agreement of NRS Realty Group, LLC dated May 2010 bates labeled DEF0192-DEF0206	<i>2/19/20</i>	<i>STIP</i>	<i>2/19/20</i>
<b>B</b>	Operating Agreement of NRS Realty Group, LLC dated August, 2010 bates labeled HAA0001-HAA0015	<i>11</i>		<i>11</i>
<b>C</b>	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0001-DEF0002 and DEF0004-DEF0007			
<b>D</b>	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0011-DEF0012 and DEF0015-DEF0016			
<b>E</b>	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0020-DEF0021			
<b>F</b>	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0023-DEF0024			

G	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0026-DEF0027	2/19/20	STIP	2/19/20
H	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0032-DEF0033	"		"
I	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0037			
J	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0041-DEF0042			
K	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0045			
L	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0046-DEF0048			
M	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0056 and DEF0060			
N	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0061-DEF0062			
O	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0064-DEF0065			
P	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0069			
Q	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0171-DEF0173			

<b>R</b>	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0073	2/19/20	STIP	2/19/20
<b>S</b>	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0075-DEF0079	"		"
<b>T</b>	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0080			
<b>U</b>	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0087, DEF0092, DEF0094, DEF0106, DEF0110-DEF0111 and DEF0118			
<b>V</b>	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0119-DEF0130			
<b>W</b>	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0132			
<b>X</b>	Roger Ayala's relevant text messages between Sean Evenden, Roger Ayala and Nancy Haack bates labeled DEF0135-DEF0138 and DEF0140			
<b>Y</b>	Text messages between Roger Ayala, Nancy Haack and Sean Evenden bates labeled HAA0031-HAA0032, HAA0034 and HAA0036			
<b>Z</b>	Affidavits of Agents and Employees bates labeled DEF0151-DEF0162			
<b>AA</b>	E-mail from Nancy Haack to Michelle Brown dated January 12, 2017 regarding Verification of the new Lease date bates labeled DEF0171-DEF0173	2/19/20	STIP	2/19/20
<b>BB</b>	E-mail from Xerox dated November 17, 2016 regarding copier for the new space bates labeled DEF0178	"		"
<b>CC</b>	Xerox bill dated September 30, 2016 bates labeled DEF0180			

DD	Nancy Haack's response to the expansion advertisement dated August 18, 2016 bates labeled DEF0184	2/19/20	STIP	2/19/20
EE	Pictures of Nancy Haack taking stuff out of the office bates labeled DEF0186	"		"
FF	Pictures of Nancy Haack taking stuff out of the office bates labeled DEF0187			
GG	Picture of damage to the lobby table bates labeled DEF0189			
HH	E-mail statement by Stephanie Mares regarding Nancy Haack's outburst dated April 28, 2017 bates labeled DEF0190			
II	Handwritten statement by Stephanie Mares regarding Nancy Haack dated March 27, 2017 bates labeled DEF0191			
JJ	E-mail between Michelle Brown, Sean Evenden and Roger Ayala dated March 6, 2017 regarding not ready for pre-construction because of internal dispute bates labeled DEF0226			
KK	E-mail from Michelle Brown to Roger Ayala dated January 17, 2017 regarding need key to work on shaft later that night bates labeled DEF0238			
LL	E-mail from Nancy Haack to Dave Liniger dated May 5, 2015 regarding struggling Re/Max office bates labeled DEF0242			
MM	E-mail from Nancy Haack to Sean Evenden dated January 26, 2017 regarding the new Lease bates labeled DEF0244			
NN	E-mail from Sean Evenden to Nancy Haack dated April 19, 2017 regarding Special meeting for NRS bates labeled DEF0282-DEF0285			
OO	E-mail from Sean Evenden to Nancy Haack dated April 26, 2017 regarding office items bates labeled DEF0286			
PP	State of Nevada Department of Business and Industry Real Estate Division Complaints bates labeled DEF0297 and DEF0299			

<b>QQ</b>	State of Nevada Department of Business and Industry Real Estate Division Complaints bates labeled DEF0319-DEF0320	2/19/20	STIP	2/19/20
<b>RR</b>	Stipulation and Order regarding First Amended Complaint bates labeled DEF0321-DEF0322	"		"
<b>SS</b>	Letter from Sean Evenden to Nancy Haack dated August 22, 2017 regarding expansion of NRS Realty d/b/a Life Realty bates labeled DEF0431			
<b>TT</b>	E-mail from Taylor Simpson to Patrick Sheehan dated August 25, 2017 regarding Haack v Evenden			
<b>UU</b>	Chase Cashier's Check for \$32,368.94 dated March 10, 2017 bates labeled HAA0017			
<b>VV</b>	Letter from Nancy Haack regarding the NRS Realty Group business bates labeled HAA0048			
<b>WW</b>	Annual List of Managers for NRS Realty Group, LLC dated April 12, 2015 bates labeled HAA0050			
<b>XX</b>	State of Nevada Department of Business and Industry Real Estate Termination Form dated March 22, 2017 bates labeled HAA0077			
<b>YY</b>	U.S. Income Tax Return for an S Corporation for 2013 dated March 13, 2014 bates labeled HAA000209-HAA000212			
<b>ZZ</b>	Compensation of Officers Form 1125-E bates labeled HAA000215			
<b>AAA</b>	U.S. Income Tax Return for an S Corporation for 2014 dated August 12, 2015 bates labeled HAA000225-HAA000229			
<b>BBB</b>	U.S. Income Tax Return for an S Corporation for 2015 dated April 16, 2016 bates labeled HAA000918			
<b>CCC</b>	Letter to Roger Ayala dated August 12, 2015 regarding 2014 Schedule K-1 (Form 1120S) bates labeled HAA000233-HAA000241			



DD	U.S. Income Tax Return for an S Corporation for 2015 dated April 18, 2016 bates labeled HAA000242	2/19/20	STIP	2/19/20
EEE	U.S. Income Tax Return for an S Corporation for 2016 undated bates labeled HAA000258	"		"
FFF	NRS Realty Group Flowchart of Banks bates labeled HAA000274-HAA000277			
GGG	NRS Realty Group meeting minutes May 2012 bates labeled HAA000278-HAA000279			
HHH	Letter from Melanie Muldowney dated December 6, 2011 regarding document review of company documents bates labeled HAA000283-HAA000284			
III	Guaranty of Lease dated April 1, 2014 bates labeled DEF3283-DEF3287			
JJJ	First Amendment to Office Lease dated July 1, 2015 bates labeled DEF3306-DEF03310			
KKK	E-mail from Sean Evenden dated April 26, 2017 regarding removal of personal items bates labeled HAA000828			
LLL	Certificate of Correction for NRS Realty Group dated April 12, 2017 bates labeled HAA000821			
MMM	First Amendment to Office Lease dated July 1, 2015 bates labeled DEF3306-DEF3310			
NNN	Second Amendment to Office Lease dated February 2017 bates labeled DEF3311-DEF3317			
OOO	Resolutions Adopted at Special Meeting of NRS Realty Group, LLC dated May 1, 2017 bates labeled DEF0208-DEF0212			
PPP	E-mail from Sean Evenden to Nancy Haack dated April 19, 2017 regarding Special meeting for NRS bates labeled DEF0282-DEF0283			

100Q	E-mail from Sean Evenden to Nancy Haack dated June 20, 2017 regarding Special Meeting Notice bates labeled DEF0287-DEF0289	2/19/20	STIP	2/19/20
RRR	E-mails from Noel Murray to Sean Evenden dated April 6, 2017 regarding NRS Realty Group LLC bates labeled DEF0342	"		"
SSS	Roger Ayala Authorization for undertaking of legal fees advanced by NRS on his behalf bates labeled DEF0525			
TTT	Sean Evenden Authorization for undertaking of legal fees advanced by NRS on his behalf bates labeled DEF0526			
UUU	Life Realty Agent Earnings History Reports-Detailed bates labeled DEF0527-DEF0531			
VVV	Intentionally Omitted			
WWW	Intentionally Omitted			
XXX	Notice of a Special Meeting of NRS Realty Group, LLC dated June 20, 2017 bates labeled HAA0084			
YY	Letter from Nancy Haack regarding roles and responsibilities of NRS bates labeled HAA000158-HAA000160			
ZZZ	Letter to Roger Ayala dated August 12, 2015 regarding 2014 Schedule K-1 (Form 1120S) bates labeled HAA000233-HAA000241			
AAAA	NRS Realty Group, LLC Annual Meeting May, 2012 bates labeled HAA000278-HAA000279			
BBBB	Various text messages between Roger Ayala, Nancy Haack and Sean Evenden bates labeled HAA000860			
CCCC	Agent Title Fees Productivity Report dated October 22, 2018	2/21/20	No	2/21/20
DDDD	E-mail from Michelle Brown to Sean Evenden dated February 15, 2017 asking where is the signed Lease bates labeled DEF0228	2/19/20	STIP	2/19/20
EEEE	E-mails between Jessica Johnson and Joe Leauanae bates labeled HAA000335, HAA000332, HAA000346 and HAA000519	"		"

FFF	Plaintiff's Expert Witness Disclosure dated July 18, 2018 not bates labeled	2/19/20	STIP	2/19/20
GGGG	Letter from Karl Shelton to Patrick Sheehan dated February 8, 2019 regarding renewal of the NRS Lease bates labeled DEF3548-DEF3549	"		"
HHHH	Letter to all of the NRS Agents dated October 24, 2019 regarding expiration of the Lease bates labeled DEF3547			
IIII	Agent Title Fees Productivity Report, Chart of Agents who left Life Realty with Nancy Haack and a breakdown of the work they have done since leaving, and Agent Profile Reports bates labeled DEF3487 and DEF0563-DEF0576			
JJJJ	Complaint			
KKKK	First Amended Complaint			
LLLL	Second Amended Complaint			
MMMM	Potential Rebuttal documents to accounting issues DEF0617-DEF0939.			
	<b>Defendants reserve the right to add additional documents since it does not know what documents will be necessary for any accounting issues since they have not been specified nor has Plaintiff limited it's exhibits to what it actually intends to use.</b>			
NNNN	Productivity Report			
OOOO	Letter dated 2/1/19			
PPPP	Chase for Business			



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE  
**NOTICE OF DEFICIENCY**  
ON APPEAL TO NEVADA SUPREME COURT

**MAURICE VERSTANDING, ESQ.**  
**1452 W. HORIZON PKWY., #665**  
**HENDERSON, NV 89012**

**DATE: July 13, 2020**  
**CASE: A-17-753435-C**

**RE CASE:** NANCY HAACK; NRS REALTY GROUP, LLC dba LIFE REALTY vs. SEAN EVENDEN; ROGER AYALA

NOTICE OF APPEAL FILED: July 10, 2020

**YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.**

**PLEASE NOTE: DOCUMENTS NOT TRANSMITTED HAVE BEEN MARKED:**

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)\*\*
  - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)\*\*
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)\*\*
  - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☐ Case Appeal Statement
  - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

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**NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:**

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. The district court clerk shall apprise appellant of the deficiencies in writing, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (g) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

***Please refer to Rule 3 for an explanation of any possible deficiencies.***

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***\*\*Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.***

# Certification of Copy

State of Nevada }  
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; COST ON APPEAL BOND; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; DECISION & ORDER; NOTICE OF ENTRY OF ORDER; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

NANCY HAACK; NRS REALTY GROUP,  
LLC dba LIFE REALTY,

Plaintiff(s),

vs.

SEAN EVENDEN; ROGER AYALA,

Defendant(s),

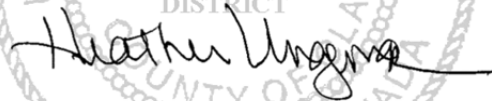
Case No: A-17-753435-C

Dept No: XXIII

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 13 day of July 2020.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk