

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

2       SEAN EVENDEN, an individual; \*

3       ROGER AYALA, an individual, \*

4                   Appellants, \*

5                   v. \*

6                   \*

7       NANCY HAACK, an individual; and \*

8       NRS REALTY GROUP, LLC, a \*

9       Nevada Limited Liability Company, \*

10       d/b/a LIFE REALTY. \*

11                   Respondents, \*

12

13                   On Appeal from the Eighth Judicial District Court

14                   Clark County, Nevada

15

16                   **OPPOSITION TO RESPONDENTS'**

17                   **MOTION TO DISMISS APPEAL**

18

19

20

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Supreme Court No. 81473  
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Elizabeth A. Brown  
Clerk of Supreme Court

1 Come now Sean Evenden (“Mr. Evenden”) and Roger Ayala (“Mr. Ayala”)  
2 (collectively, the “Appellants” and each individually an “Appellant”), by and  
3 through undersigned counsel, pursuant to Nevada Rule of Appellate Procedure  
4 27(a)(3), and in response to the motion to dismiss appeal (the “Motion”) filed by  
5 Nancy Haack (“Ms. Haack”) and NRS Realty Group, LLC (“NRS”) (collectively,  
6 the “Respondents” and each individually a “Respondent”) state as follows:  
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9 **I. Introduction**

10 This is a highly unusual case where a judge of the Eighth Judicial District  
11 Court (the “Trial Court”) heard a matter tried to the bench, took the matter under  
12 advisement, granted final judgments in a “Decision & Order” (the “Order”)  
13 disposing of all business before the Trial Court, expressed no intent to retain  
14 jurisdiction for future business, and yet directed Respondent Haack to nominate  
15 three accountants of whom one would be chosen by Messrs. Evenden and Ayala for  
16 the purposes of deciding and liquidating damages to be paid. The text of the Order  
17 was unambiguous that the Trial Court considered its work completed, and that the  
18 selected accountant’s calculation of damages would be subject to no confirmation,  
19 challenge, or review of any kind.  
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23 The Order is an unconstitutional delegation of the judicial power of the State  
24 of Nevada to a private third party (to be named by Respondent Haack, no less); it  
25 is, too, an equally unconstitutional encroachment on the Nevada *legislature’s*  
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1 express constitutional authority to appoint referees in district court. The Order  
2 requires Appellants to not only pay for the third-party referee to be chosen from a  
3 list of Respondent Haack's selection but also to pay whatever damages that third-  
4 party referee may then award.  
5

6 As discussed in greater detail *infra*, the Order is thusly a final order inasmuch  
7 as it disposes of all issues in the case, concludes the Trial Court's business in this  
8 matter, and draws a close to the proceedings below. That the remedy provided for  
9 in that Order is one which allows for future extrajudicial proceedings is not evidence  
10 of the Order lacking finality; it is, rather, prima facie evidence of the Order being  
11 an unconstitutional delegation of the Trial Court's judicial power. Moreover, the  
12 very actions of Respondent Haack below show that, just like the Trial Court, she,  
13 too, regards the Order as a final judgment. If anything, Respondent's Motion to  
14 Dismiss only highlights the incurable constitutional *defects* in the Trial Court's final  
15 order, rather than any defect in *this* Court's jurisdiction to correct it.  
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## 19 **II. Relevant Background Information**

20

21 This matter concerns a business dispute between the three members of NRS.  
22 *See* Order, attached hereto as Exhibit A ("Ex. A"), *passim*. A four-day bench trial  
23 was had, on various claims and counterclaims, before the Honorable Stefany A.  
24 Miley, in February 2020. *Id.* at 1:23-24. The Trial Court issued its written Order  
25 approximately four months later. *Id.* at 27:2-3.  
26  
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1 In the Order, the Trial Court acknowledges Respondent Haack (the plaintiff  
2 below) “never proved any damages.” *Id.* at 15:21. The Trial Court nonetheless finds  
3 for Respondent Haack on her claims for breach of fiduciary duty and breach of the  
4 implied covenant of good faith and fair dealing. *Id.* at 26:7-8.

6 Since the Trial Court could not award any damages, with none having been  
7 proven by Respondent Haack, the Trial Court conceived of an unorthodox — and,  
8 as Appellants plan to argue to this Court, unconstitutional — mechanism whereby:

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

20 *Id.* at 26:16-25.

21 This appeal was then noticed July 10, 2020, with Appellants identifying in  
22 their docketing statement issues on appeal that include, *inter alia*, whether or not  
23 the Trial Court’s damages delegation violates Article 3, Section 1; Article 6, Section  
24 1; and Article 6, Section 6 of the Nevada Constitution, inasmuch as it is a delegation  
25 of the judicial power of the State of Nevada to a private third-party accountant and  
26 inasmuch as that private third-party accountant will be effectively serving the role  
27 of a referee.



### III. Argument

#### a. The Order is a Final Order

As a threshold matter, the Order is a final order since it rules upon all claims and counterclaims raised below, finishes the Trial Court’s business in this matter, and leaves nothing further to be managed or determined by the Trial Court. While the equitable remedy provided for in the Order gives the appearance of further proceedings being afoot, none of those proceedings are to be before the Trial Court, the Trial Court has not reserved jurisdiction to hear exceptions to — or appeals from — those further proceedings, and the further proceedings are directed to occur solely *outside* the judicial system of the State of Nevada.

As this Honorable Court has observed, “a final judgment has been described as one ‘that disposes of the issues presented in the case, determines the costs, and leaves nothing for the future consideration of the court.’” *Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000) (quoting *Alper v. Posin*, 77 Nev. 328, 330, 363 P.2d 502, 503 (1961); citing *Magee et al. v. Whitacre et al.*, 60 Nev. 202, 96 P.2d 201 (1939); *Perkins v. Sierra Nevada S.M. Co.*, 10 Nev. 405 (1876)).

Here, the Order disposes of all the issues presented in the case. The Order expressly provides “judgment *shall* be awarded in favor of Plaintiff Nancy Haack on her claims of (1) breach of the implied covenant of good faith and fair dealing and (2) breach of fiduciary duty . . . .” Order, Ex. A, at 26:6-8 (emphasis added).

1 The Order equally directs that Appellants “are *required* to pay Nancy Haack an  
2 equivalent amount of money in salary that they were paid after amending the  
3 Operating Agreement of [NRS].” *Id.* at 26:9-12 (emphasis added).  
4

5 Moreover, the Order leaves no further work for the Trial Court. While the  
6 Order does provide the at-issue remedy of having Respondent Haack designate  
7 three accountants, one of whom will fix and award damages, the Order does not (i)  
8 reserve jurisdiction to hear exceptions to that determination; (ii) provide any  
9 mechanism to appeal from that determination; or (iii) even contain a general  
10 reservation of jurisdiction. Saving and excepting for post-judgment fees motions,  
11 the Order is the Trial Court’s final word on this case; the Order clearly contemplates  
12 all future work being done by an accountant, with the damages fixed by that  
13 accountant automatically becoming part of the judgment against Appellants.  
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17 Even the Trial Court clearly understood the fixation of damages to be but a  
18 ministerial step toward the already-awarded remedy. After all, the Order directs that  
19 “The expense of the independent accountants *shall* be paid by Defendants.” *Id.* at  
20 26:22-23 (emphasis added). This is not the Trial Court holding evidence open,  
21 permitting Respondent Haack to go hire a new expert witness, and then allowing  
22 introduction of that expert’s report; this is the Trial Court fashioning an equitable  
23 award that includes Respondent Haack picking an individual to fix and determine  
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1 damages with Appellants both paying for that individual's services and then paying  
2 whatever damages that individual may fix and determine.

3  
4 The finality of the Order is well observed by James M. Jimmerson, the  
5 Settlement Judge in this case, whose report to this Honorable Court notes, *inter alia*:

6 [T]he trial court does **not** retain subject matter jurisdiction over the  
7 subject matter or personal jurisdiction over the parties, so as to allow  
8 the district court to enter a subsequent order approving the  
9 calculations/damages determined by the independent accountant. Nor  
10 is there a mechanism upon which the trial court would be able to  
11 incorporate this damage figure as part of the Decision and Order since  
12 it did not retain jurisdiction.

13 Settlement Program Status Report, attached hereto as Exhibit B, at p. 3 (emphasis  
14 in original).

15 Indeed, the Order has all the markings of a final order, and accordingly all  
16 the markings of being properly appealable. Perhaps most importantly, there is no  
17 indication that the Trial Court would *ever* have entered any further order in this case  
18 — such that there would be no *other* order from which Appellants could challenge  
19 the Trial Court's unconstitutional delegation of judicial power (and exercise of  
20 legislative power). Tellingly, the Motion to Dismiss does *not* identify a subsequent  
21 ruling from the Trial Court that is more properly understood as a final judgment,  
22 nor does it concede that a well-taken appeal from the *accountant's* determination of  
23 damages would be timely if it were outside the time for appealing the Trial Court's  
24 ruling.  
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1                   **b. The Respondents Have Acknowledged the Finality of the Order**

2                   Not only are Respondents seeking to prevent this Court from ever reviewing  
3  
4 the Trial Court’s unconstitutional order, but they themselves have proceeded in the  
5 Trial Court as if the Order *was* a final order. Specifically, the Respondents have  
6 filed a motion for a post-judgment award of attorneys’ fees. *See* Motion for  
7 Attorneys’ Fees (the “Fees Motion”), attached hereto as Exhibit C (“Ex. C”). In the  
8 absence of a final judgment, such a motion would be both untimely and  
9 irresponsible.  
10

11                   Specifically, the Fees Motion proclaims, in the past tense, *inter alia*,  
12 “Plaintiffs *were* the prevailing party in this action.” *Id.* at 5:21 (emphasis added).  
13 The same filing turns on an argument Respondent Haack is permitted fees based  
14 upon the “successful” nature of her derivative claims. *Id.* at 5:7. The Fees Motion  
15 additionally turns, in part, on a contractual provision allowing “the prevailing party”  
16 to recover “in addition to any other damages assessed, its reasonable attorneys’ fees  
17 and all other costs and expenses . . . .” *Id.* at 3:8-10.  
18  
19  
20

21                   If Respondent Haack did not construe the Order as a final judgment, her Fees  
22 Motion would be necessarily premature as she would not yet be “the prevailing  
23 party.” Moreover, on a purely practical front, the Fees Motion would be  
24 irresponsible, as it would seek fees for only *part* of the case below — not waiting  
25 for resolution of the accountant’s finding of damages (which will, no doubt, require  
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1 her counsel to expend additional hours) or any exceptions taken thereto (which,  
2 again, would require the expenditure of additional attorneys' fees).

3  
4 Instead, the obvious explanation is that Respondents likewise understand that  
5 the accountant's work *follows* the Trial Court's final judgment, and there are no  
6 exceptions to be taken since the Trial Court did not reserve jurisdiction. Respondent  
7 Haack's Fees Motion is not untimely in nature, and for that precise reason neither  
8 is this appeal.

9  
10 **c. The Motion Highlights the Propriety of this Appeal**

11  
12 The Respondents are correct that the Order "leaves significant issues  
13 surrounding damages unresolved . . . ." Motion at p. 5. The Respondents are  
14 similarly correct in noting the Trial Court seems to have wholly deferred a  
15 significant portion of the work it is constitutionally charged with administering in  
16 this case. What the Respondents seem to miss, however, is that these are not the  
17 indicia of a non-final order; these are the indicia of a judgment so deeply flawed in  
18 nature as to be unable to withstand scrutiny on appeal.

19  
20  
21 The Order directs an accountant (of Respondent Haack's nomination) to fix  
22 and determine damages, even though Respondent Haack "never proved any  
23 damages." Order, Ex. A, at 15:21. Yet under Nevada law, "Causation of damages  
24 is a required element for successful tort and contract claims." *Nevada Capital Ins.*

1 *Co. v. Farmers Ins. Exch.*, 426 P.3d 32 (Nev. 2018) (citing *Clark County Sch. Dist.*  
2 *v. Richardson Constr., Inc.*, 123 Nev. 382, 396, 168 P.3d 87, 96 (2007)).

3  
4 It is altogether unclear how the Trial Court endeavors to bridge this chasm  
5 — Respondent Haack failed to prove an essential element of her claims at trial, but  
6 is now being given leave to do so through the workings of a third party. Worse,  
7 however, the very appointment of that third party is unconstitutional, with the  
8 Nevada Constitution reserving “The Judicial Power” of Nevada solely to “a  
9 Supreme Court, a court of appeals, district courts and justices of the peace.” Nev.  
10 Const. art. 6, § 1. Moreover, only the legislature has the power to “provide by law  
11 for ... referees in district courts,” Nev. Const. art. 6, § 6, a provision that specifically  
12 disempowers courts from doing so themselves.

13  
14 Since the legislature has not provided for referees and, as such, funded  
15 referees, Appellants are being directed to foot the bill for the third-party fact-finder  
16 in this case. This only compounds the constitutional infirmities insofar as  
17 Appellants are being compelled to fund wholly the work of a referee with unfettered  
18 discretion to fix and award damages as if *they* possess judicial power.

19  
20 Respondent Haack suggests the Order is not a final order (i) even though the  
21 Trial Court did not reserve jurisdiction, (ii) even though the Trial Court finally  
22 adjudicated every cause of action below, (iii) even though the Trial Court did not  
23 create a method to take exceptions to the accountant/referee’s findings, and (iv)  
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1 even though Respondent Haack herself has filed a motion below predicated upon  
2 the finality of the Order. This is simply not a cogent position; the Motion to Dismiss  
3 does not reveal a lack of jurisdiction in this Court; it reveals the myriad reversible  
4 constitutional errors in the Trial Court's Order *necessitating* this appeal.  
5

6 Finally, insofar as the Trial Court's Order is *not* immediately appealable  
7 under Nevada Rule of Appellate Procedure 3A, Appellants would be entitled in any  
8 event to a writ of mandamus, given that "the district court judge has committed  
9 'clear and indisputable' legal error," *Archon Corp. v. Eighth Judicial Dist. Ct. in*  
10 *and for County of Clark*, 133 Nev. 816, 819–20, 407 P.3d 702, 706 (Nev. 2017)  
11 (quoting *Bankers Life & Cas. Co. v. Holland*, 346 U.S. 379, 384 (1953)), and that  
12 there may *never* be an adequate opportunity to remedy that error on an appeal after  
13 a judgment that, in Respondents' view, is "final." Simply put, insofar as the Trial  
14 Court believes its work to be done in this case, that is either sufficient to render its  
15 judgment "final," or it only underscores Appellants' entitlement to an extraordinary  
16 writ.  
17

#### 18 **IV. Conclusion**

19 WHEREFORE, Appellants respectfully pray the Motion be denied and for  
20 such other and further relief as may be just and proper.  
21

22 Dated this 26th day of October, 2020,  
23  
24  
25  
26  
27  
28

1 /s/ Maurice B. VerStandig  
2 Maurice B. VerStandig, Esq.  
3 Bar No.: 15346

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*Counsel for Appellants*

### **CERTIFICATE OF SERVICE**

I hereby certify that on this 26th day of October, 2020, pursuant to Nevada Rule of Appellate Procedure 25(c)(1)(E), I did serve by electronic filing a true and correct copy of the foregoing on the following persons:

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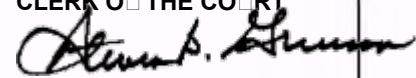
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/s/ Maurice B. VerStandig  
Maurice B. VerStandig, Esq.



# Exhibit A



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  
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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

## 16 II. STATEMENT OF FACTS AND PROCEDURAL HISTORY

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

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

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

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

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

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  
28 (1) existence of a valid contract; (2) plaintiff had a justifiable expectation to receive certain



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

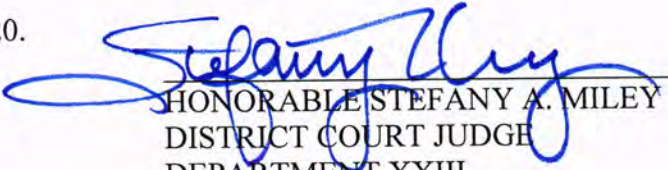
6 For the foregoing reasons, IT IS HEREBY ORDERED, judgement shall be  
7 awarded in favor of Plaintiff Nancy Haack on her claims of (1) breach of the implied  
8 covenant of good faith and fair dealing and (2) breach of fiduciary duty against Defendants  
9 Sean Evenden and Roger Ayala. Defendants Sean 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  
14  
15  
16  
17  
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20  
21  
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26  
27  
28 By: 

Carmen Alper  
Judicial Executive Assistant  
Department XXIII

## Exhibit B



IN THE SUPREME COURT OF THE STATE OF NEVADA

SEAN EVENDEN, AN INDIVIDUAL; AND  
ROGER AYALA, AN INDIVIDUAL,  
Appellants,  
vs.  
NANCY HAACK, AN INDIVIDUAL; AND  
NRS REALTY GROUP, LLC, D/B/A LIFE  
REALTY,  
Respondents.

No. 81473

FILED

SEP 02 2020

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

SETTLEMENT PROGRAM STATUS REPORT

A mediation session was held in this matter on August 28, 2020.

I make the following report to the court:

(check one box)

- ☐ The parties have agreed to a settlement of this matter.
- ☒ The parties were unable to agree to a settlement of this matter.
- ☐ The settlement process is continued as follows:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Location: \_\_\_\_\_

- ☒ Other: There are some jurisdictional issues for  
the Supreme Court of Nevada to review and decide?  
See my attached memorandum.

Additional Comments: \_\_\_\_\_

All parties and counsel participated in the  
settlement conference in good faith.

[Signature] 8/28/2020  
Settlement Judge



20-32442



**THE JIMMERSON LAW FIRM**  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

James J. Jimmerson, Esq.\*  
James M. Jimmerson, Esq.†  
Joshua T. Aronson, Esq.

\*ALSO ADMITTED IN CALIFORNIA  
†ALSO ADMITTED IN NEW YORK

September 2, 2020

Sean Evenden, an Individual; and  
Roger Ayala, an Individual,  
Appellants,  
Vs  
Nancy Haack, an Individual; and  
NRS Realty Group, LLC,  
D/B/A Life Realty,  
Respondents.

Appeal #81473

Re: Incomplete Decision and Order

**Memorandum**

A review of appellants docketed statement for this case, file-stamped August 10, 2020, reveals an incomplete Decision and Order entered by the District Court. The District Courts' Decision and Order filed June 17, 2020, discusses the facts and procedural history of the case, the testimony from witnesses, the discussion of the Plaintiff's claims against the Defendants, and Defendants' claims against the Plaintiffs.

It is in the Court's Order, found on page twenty-six (26) of the Court's Decision and Order, that raises questions as to the incompleteness of the Trial Court's Decision and Order. The Order finds in favor of the Plaintiff Nancy Haack and against the Defendants Sean Evenden and Roger Ayala for breach of the implied covenant of good faith and fair duty and breach of fiduciary duty. The Court orders that, pursuant to the Operating Agreement, the Defendants shall reimburse Plaintiff NRS Realty Group, LLC any monies provided NRS Realty Group, Inc. used towards Defendant's legal representation in this matter, without specifying a sum of money.

The Courts' Order further orders that Plaintiff shall submit a list of three (3) purposed independent accountants to Defendants' who will choose one of the



purposed accountants to provide an independent accounting of NRS Realty Group, LLC including, but not limited to, the profitability of the company from about 2016 until its closing of NRS (believed to have occurred sometime between October 31, 2019, and January 31, 2020). The Order further states that the accountant shall also determine the profitability of the company and the value of NRS Realty Group, LLC "at the time of its closing." The expense of the chosen accountant shall be paid for by the Defendant/Respondent Evenden and Ayala. Further, the court ordered that "Defendant Evenden and Ayala shall pay Plaintiff, Nancy Haack, one-third of the profits and value, minus any distribution, that Haack has already received, based on the independent accounting."

The Order ends at this point.

As the reader of this memorandum can quickly grasp, while the District Court determined that the Plaintiff was entitled to prevail on her claims of breach of the implied covenant of good faith and fair dealing duty and breach of fiduciary duty against the Defendants Evenden and Ayala, the court does not specify any sum certain of damages that were allegedly caused by the Defendants' breaches. Further, the Court empowers the Accountant to determine the profitability and value of the Plaintiff NRS Realty Group LLC but does not specify what amount of money, if any, should be awarded in Mrs. Haack's favor and against the Defendants Evenden and Ayala. Most importantly, as it relates to this point, the trial court does not retain subject matter jurisdiction over the subject matter or personal jurisdiction over the parties, so as to allow the district court to enter a subsequent order approving the calculations/damages determined by the independent accountant. Nor is there a mechanism upon which the trial court would be able to incorporate this damage figure as part of the Decision and Order since it did not retain jurisdiction.

Because the Order appears to be a final order, within the meaning of NRAP 3(A), Defendants Evenden and Ayala filed a timely Notice of Appeal. However, it appears as if the work of the District Court is not yet complete inasmuch as there has not been a causation evaluation or damage calculation, two critical elements to the claims of breach of the implied covenant of good faith and fair dealing and breach of fiduciary duty.

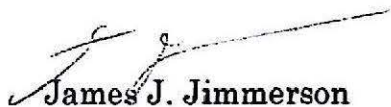
Another way to look at this: The Plaintiff has a judgment in an undefined amount and as such, there is no ability to collect the judgment and there is no sum certain that has been ascertained. Conversely, Defendants have no ability to post a bond in a sum certain.

The Settlement Judge has advised both parties of these issues, and now advises the Nevada Supreme Court of these facts and suggests to the High Court that



there may be an absence of subject matter jurisdiction for this court to review this matter, or alternatively, if there is, in fact, subject matter jurisdiction to consider the order of the Court, the Decision and Order, appears, to the Settlement Judge, to be incomplete.

Dated this 2 day of September, 2020.

  
James J. Jimmerson

Settlement Judge

JJJ/mg

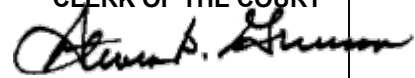
cc: Maurice B. VerStandig, Esq

Karl A. Shelton, Esq.

Michael Van, Esq

Enclosures: None

## Exhibit C



1 **SHUMWAY VAN**  
2 KARL A. SHELTON, ESQ.  
3 Nevada Bar No. 12868  
4 MICHAEL C. VAN, ESQ.  
5 Nevada Bar No. 3876  
6 8985 South Eastern Avenue, Suite 100  
7 Las Vegas, Nevada 89123  
8 Telephone: (702) 478-7770  
9 Facsimile: (702) 478-7779  
10 Email: karl@shumwayvan.com  
11 Email: michael@shumwayvan.com  
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.

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

25 **PLAINTIFFS NANCY HAACK AND NRS**  
26 **REALTY GROUP, LLC'S MOTION FOR**  
27 **ATTORNEY FEES AND COSTS**

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

32 Counterclaimants,

33 vs.

34 NANCY HAACK, an individual.

35 Counterdefendant.

36 **HEARING REQUESTED**

37 ...

38 ...



**PLAINTIFFS NANCY HAACK AND NRS REALTY GROUP, LLC'S MEMORANDUM  
OF COSTS AND DISBURSEMENTS**

COMES NOW, Plaintiff/Counterdefendant NANCY HAACK and Plaintiff NRS REALTY GROUP, LLC, through their attorney of record, SHUMWAY VAN, hereby submits the following Motion for Attorney Fees and Costs.

This Motion is based upon the following Memorandum of Points and Authorities, the pleadings and other documents on file herein, the Declaration of Karl A. Shelton, Esq.<sup>1</sup> and any oral argument entertained by the Court at time of hearing.

DATED this 8<sup>th</sup> day of July, 2020

**SHUMWAY VAN**

By: 

MICHAEL C. VAN, ESQ.

Nevada Bar No. 3876

KARL A. SHELTON, ESQ.

Nevada Bar No. 12868

8985 South Eastern Avenue, Suite 100

Las Vegas, Nevada 89123

*Attorneys for Plaintiffs*

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

Plaintiffs are requesting that this Honorable Court award attorneys' fees and costs in the amount of \$289,418.17 (\$51,148.67 for costs and \$238,269.50 in fees) because (1) Plaintiffs were the prevailing parties at trial; (2) this amount is reasonable under the application of the *Brunzell* factors; and (3) an award of attorney fees and costs to the prevailing party is authorized by an agreement between the parties in this action. Further, attorney fees and costs are authorized under NRS 86.489 with regard to Nancy Haack's derivative claims. For these reasons set forth below,

<sup>1</sup> Attached hereto as **Exhibit 1**.

1 Plaintiffs respectfully requests this Court grant its Motion for Attorney Fees and Costs in its  
2 entirety.

3 **II. FACTUAL BACKGROUND**

4 1. On or around August 5, 2010 Plaintiff Nancy Haack along with Defendants Sean Evenden  
5 and Roger Ayala entered into an Operating Agreement establishing their rights and  
6 responsibilities to each other as members of the entity they created, NRS Realty Group, LLC  
7 (“NRS”). The Operating Agreement including the following provision:

8 14.7 Attorneys’ Fees. In the event of any litigation, arbitration or other dispute  
9 arising as a result of or by reason of this Agreement, the prevailing party in any  
10 such litigation, arbitration or other dispute shall be entitled to, in addition to any  
other damages assessed, its reasonable attorney’s fees and all other costs and  
expenses incurred in connection with settling or resolving such dispute.<sup>2</sup>

11 2. On April 3, 2017, Plaintiffs filed the initial Verified Derivative Complaint in this action,  
12 which included seven causes of action for (1) Breach of Contract, (2) Breach of the Implied  
13 Covenant of Good Faith and Fair Dealing, (3) Conversion, (4) Indemnity, (5) Accounting, (6)  
14 Interference with Prospective Economic Advantage, and (7) Usurpation of Corporate  
15 Opportunity. *See* Docket.

16 3. On July 24, 2017, Plaintiffs filed their First Amended Complaint which included eight  
17 causes of action for (1) Breach of Contract, (2) Breach of the Implied Covenant of Good Faith  
18 and Fair Dealing, (3) Breach of Fiduciary Duty, (4) Conversion, (4) Indemnity, (6) Accounting,  
19 (7) Interference with Prospective Economic Advantage, and (8) Usurpation of Corporate  
20 Opportunity. *See* Docket.

21 4. On May 23, 2018, Plaintiffs filed their Second Amended Complaint which included nine  
22 causes of action for (1) Breach of Contract, (2) Breach of the Implied Covenant of Good Faith  
23 and Fair Dealing, (3) Breach of Fiduciary Duty, (4) Conversion, (4) Indemnity, (6) Accounting,  
24 (7) Interference with Prospective Economic Advantage, (8) Usurpation of Corporate Opportunity,  
25 and (9) Declaratory Relief. *See* Docket.

26  
27 <sup>2</sup> A true and correct copy of the Operating Agreement is attached hereto as **Exhibit 2**.



1       **5.** On August 14, 2017, Defendants Sean Evenden and Roger Ayala filed their Answer to  
2 First Amended Complaint and Counterclaim which included four causes of action against Nancy  
3 Haack for (1) Breach of Contract, (2) Breach of the Implied Covenant of Good Faith and Fair  
4 Dealing both Tortious and Contractual, (3) Tortious Interference with Contract and Prospective  
5 Economic Advantage, and (4) Declaratory Relief. *See* Docket.

6       **6.** On June 18, 2018 Defendants filed their Answer to Second Amended Complaint and First  
7 Amended Counterclaim, which included six causes of action for (1) Breach of Contract, (2)  
8 Breach of the Implied Covenant of Good Faith and Fair Dealing both Tortious and Contractual,  
9 (3) Breach of Contract (Derivative), (4) Breach of the Implied Covenant of Good Faith and Fair  
10 Dealing (Derivative), (5) Tortious Interference with Contract and Prospective Economic  
11 Advantage, and (6) Declaratory Relief. *See* Docket.

12       **7.** On June 17, 2020, the Court filed its Decision and Order which ordered that:

13               [J]udgment shall be awarded in favor of Plaintiff Nancy Haack on her claims of  
14 (1) breach of the implied covenant of good faith and fair dealing and (2) breach of  
15 fiduciary duty against Defendants Sean Evenden and Roger Ayala. Defendants  
16 Sean Evenden and Roger Ayala are required to pay Nancy Haack on equivalent  
amount of money in salary that they were paid after amending the Operating  
Agreement of NRS Realty Group, LLC. *See* Docket, June 17, 2020.

17       **8.** The Court further ordered that: “Defendants shall reimburse NRS Realty Group, LLC any  
18 monies provided by NRS Realty Group, LLC, used towards Defendants’ legal representation in  
19 this matter.” *Id.*

20       **9.** Finally, the Court further ordered an independent accounting of NRS Realty Group to be  
21 funded by Defendants, after which, the Court ordered that “Sean Evenden and Roger Ayala shall  
22 pay Nancy Haack one-third of the profits and value, minus any distribution that Nancy Haack  
23 already received based on the independent accounting.” *Id.*

24       **10.** The Court did not find in favor of Defendants on any of their counterclaims. *Id.*

25       **11.** No damages were awarded to Defendants.

26       ...

27       ...

### 1        **III. LEGAL ARGUMENT**

2        Under Nevada Law, a party may seek attorney fees and costs when allowed by an agreement,  
3 rule or statute. *O'Connell v. Wynn Las Vegas, LLC*, 249 P.3d 664 (2018). Here, the parties  
4 Operating Agreement includes a provision granting attorney fees and costs that arise “as a result  
5 of or by reason of this Agreement. . .” to the prevailing party. **Exhibit 2**, §14.7. Additionally, with  
6 regard to Nancy Haack’s derivative claims, NRS 86.489 provides in relevant part, that “[i]f a  
7 derivative action is successful, in whole or in part . . . the court may award the plaintiff reasonable  
8 expenses, including reasonable attorney’s fees.” Here, the Court entered judgment in favor of  
9 Nancy Haack as to her claims for breach of the implied covenant of good faith and fair dealing,  
10 and for breach of fiduciary duty. Accordingly, Nancy Haack is a prevailing party. Likewise, the  
11 Court ordered Defendants to “reimburse NRS Realty Group, LLC any monies provided by NRS  
12 Realty Group, LLC, used towards Defendants’ legal representation in this matter.” As such, NRS  
13 Realty Group, LLC is likewise a prevailing party.

14        In Nevada “[a] party prevails ‘if it succeeds on any significant issue in litigation which  
15 achieves some of the benefit it sought in bringing the suit.’” *LVMPD v. Blackjack Bonding*, 131  
16 Nev. 80, 90, 343 P.3d 608, 615 (2015) (citing *Valley Elec. Ass’n v. Overfield*, 121 Nev. 7, 10, 106  
17 P.3d 1198, 1200 (2005). Moreover, “[t]o be a prevailing party, a party need not succeed on every  
18 issue.” *Hensley v. Exkerhart*, 461 U.S. 424, 434, 103 S.Ct. 1933, 76 L.E.d2d 40 (1983) (observing  
19 that “a plaintiff [can be] deemed ‘prevailing’ even though he succeeded on only some of his  
20 claims for relief”).

21        Plaintiffs were the prevailing party in this action. This Court ordered that “judgment shall be  
22 awarded in favor of Plaintiff Nancy Haack on her claims of (1) breach of the implied covenant of  
23 good faith and fair dealing and (2) breach of fiduciary duty against Defendants Sean Evenden and  
24 Roger Ayala.” Additionally, Defendants were ordered to “reimburse NRS Realty Group, LLC  
25 any monies provided by NRS Realty Group, LLC, used towards Defendants’ legal representation  
26 in this matter.” And finally, Plaintiffs won an accounting to be paid for by Defendants which  
27 would determine the value of NRS Realty Group, LLC, awarded in equity, to determine the final



1 judgment at law. The foregoing inarguably are significant issues in this litigation, and Plaintiffs  
2 are the prevailing parties. This Court should therefore award Nancy Haack the attorney fees and  
3 costs she is seeking in the amount of \$238,269.50 in attorney fees and \$51,148.67 in costs.<sup>3</sup>

4 **B. ATTORNEY'S FEES OF \$238,269.50 ARE REASONABLE UNDER THE**  
5 **BRUNZELL FACTORS.**

6 In this case, Petitioner's counsel has incurred \$238,269.50 in fees in conjunction with this  
7 matter, which is reasonable under the *Brunzell* factors, which includes: (1) the qualities of the  
8 advocate, his ability, his training, education, experience, professional standing and skill; (2) The  
9 character of the work to be done; its difficulty, its intricacy, its importance, time and skill required,  
10 the responsibility imposed and the prominence of and character of the parties where they affect  
11 the importance of the litigation; (3) the work actually performed by the lawyer: the skill, time and  
12 attention given to the work; and (4) the results obtained: whether the attorney was successful and  
13 what benefits were derived.<sup>4</sup>

14 **1. Qualities of the advocates**

15 Several law firms provided legal services on behalf of Plaintiffs during the course of this  
16 litigation. The law firm of Alterwitz Katz was retained in January of 2017 by Nancy Haack in  
17 order to review the proposed lease for additional office space that was the genesis of the dispute  
18 between Nancy Haack and Defendants. Ultimately the representation quickly transitioned to  
19 preparing a response to Defendants' efforts to expel Ms. Haack from NRS and negotiate a  
20 settlement to resolve the issues between Ms. Haack and Defendants. Alterwitz Katz recorded 13.2  
21 hours of work on this matter from January 5, 2017 through March 23, 2017. Mark Katz, Esq., and  
22 Marco Angioni II, Esq., worked on this matter, both attorneys have substantial experience and  
23

24 <sup>3</sup> Plaintiffs had previously filed a Memorandum of Costs seeking recovery of costs as provided by statute. Because  
25 the Operating Agreement provides an additional, independent basis for recovery of costs, Plaintiffs have requested  
26 them in this Motion as well. Plaintiffs are not seeking a double recovery of their costs, but instead affirms that both  
27 the Operating Agreement and the relevant statutes provide a basis for recovery of costs. It should also be noted that  
the Operating Agreement does not limit allowable costs for recover of expert fees, allowing for recovery of fees in  
excess of NRS 18.005(5)'s \$1,500.00 cap per expert.

<sup>4</sup> See *Schouweiler v. Yancey Co.*, 101 Nev. 827, 833-34, 712 P.2d 786, 790(1985) (citing *Brunzell v Golden Gate  
Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31 (1969)).

1 reputations for competence. Mr. Katz has been licensed to practice since 1997 and maintains a  
2 sterling reputation in business and corporate law. Mr. Katz billed at a rate of \$450 per hour on  
3 this matter. Mr. Katz's rates are consistent with other similarly experienced attorneys practicing  
4 in the Las Vegas area. Mr. Angioni has been licensed to practice since 2008 and possesses an  
5 excellent reputation in the areas of business and corporate law. Mr. Angioni billed at a rate of  
6 \$325 per hour on this matter, which is consistent with other similarly experienced attorneys  
7 practicing in the Las Vegas area.

8       The Law Offices of P. Sterling Kerr was retained by Plaintiffs on or about March 20, 2017  
9 and was responsible for initiating the litigation in this matter. The Law Offices of P. Sterling Kerr  
10 recorded a total of 142.7 hours of work on this matter from March 20, 2017 through March 27  
11 2018. The principal attorneys working this matter were Preston Sterling Kerr, Esq., and Taylor  
12 L. Simpson, Esq. Mr. Kerr is the Managing Partner of the Law Offices of P. Sterling Kerr, and  
13 has substantial litigation experience, having been admitted to practice in Nevada since 1990. Mr.  
14 Kerr billed at a rate of \$375 per hour on this matter, which is extremely reasonable considering  
15 his substantial litigation experience and reputation in the Las Vegas legal community. Mr.  
16 Simpson has been licensed to practice in Nevada since 2015 and billed at a rate of \$275 per hour  
17 on this matter which is consistent with other similarly experienced attorneys practicing in the Las  
18 Vegas area.

19       The law firm of Shumway Van has recorded 998 hours of work on this matter since March  
20 13, 2017. Karl A. Shelton, Esq., a partner at Shumway Van, served as lead counsel and supervised  
21 all work on the matter. Mr. Shelton has been licensed to practice law since 2012 and has an  
22 excellent reputation for competency in litigation. During the course of this litigation, the top rates  
23 for which Mr. Shelton billed per hour was \$300 per hour. Mr. Shelton also billed some of his time  
24 at reduced rates of \$55 and \$0 per hour. Mr. Shelton's rates are consistent with other similarly  
25 experienced attorneys practicing in the Las Vegas area. Michael C. Van also performed work on  
26 this matter. Mr. Van is a Partner at Shumway Van and has been licensed to practice law in Nevada  
27 since 1989. Mr. Van enjoys an excellent reputation for competency in litigation. During the course



1 of this litigation Mr. Van's top billed rate was \$450 per hour. Mr. Van's rates are consistent with  
2 other similarly tenured partners at other Las Vegas law firms. Associates Garrett R. Chase, Esq.  
3 and Elizabeth A. Aronson, Esq., also performed work on this matter. their top billed rate of \$165  
4 per hour is likewise consistent with other similarly experienced attorneys in the Las Vegas Area.  
5 The associate attorneys also billed some of their time at reduced rates of \$55 and \$0 per hour.  
6 Finally, paralegal staff were also engaged on this matter. The rates charged for paralegal time  
7 ranged from \$55 per hour to \$125 per hour.

8 The Law Office of John Holiday served as trial counsel on this matter on behalf of NRS  
9 Realty Group, LLC and advised Nancy Haack in her representation in proper person. The Law  
10 Office of John Holiday recorded a total of 143 hours of work on this matter since October 2019.  
11 Mr. Holiday has been licensed to practice law since 2013 with a focus in civil practice, including  
12 multiple litigation cases involving real estate, business, and specifically partnership and  
13 management disputes among real estate brokers. Mr. Holiday has never been subject of any  
14 disciplinary proceedings by the Nevada State Bar, nor has he ever been sanctioned by a Court in  
15 this or any other jurisdiction. He has never been the subject of any demand or lawsuit for  
16 professional negligence. Mr. Holiday possessed sufficient skill and acumen for the work  
17 performed in this case. Mr. Holiday's top billing rate on this matter was \$300 per hour which is  
18 average for a partner of a law firm engaged in business litigation in Las Vegas area.

19 **2. The character of the work performed.**

20 In order to properly prosecute this litigation and in an effort to resolve this matter prior to  
21 trial, counsel prepared and filed a number of motions and documents with the court including:  
22 defending a Motion to Dismiss at the outset of the litigation, a First Amended Complaint, Lis  
23 Pendens, Answer to Counterclaim, Motion for Appointment of Receiver, Motion to Extend  
24 Discovery, a Second Amended Complaint, a Motion to Strike Claims in Defendants First  
25 Amended Counterclaim, a Motion for Partial Summary Judgement as to Plaintiffs 'Claims, a  
26 Motion for Partial Summary Judgment on Defendants' Counterclaims, an Omnibus Statement of  
27 Undisputed of Facts in Support of Motions for Summary Judgment, an Omnibus Appendix of

1 Exhibits to Plaintiffs' Motions for Summary Judgment, an Ex-Parte Application for a Temporary  
2 Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time, a Trial  
3 Brief, a Motion to Strike Defendants' Trial Brief for Including Deposition Transcript as Direct  
4 Evidence, Motion in Limine for Admission of Regular Business Records/Accounting Records  
5 Supplemented After the Date of Discovery and for Admission of Other Relevant Evidence  
6 Arising After the Close of Discovery, A Motion for An Order to Show Cause Why Defendants  
7 Should Not be Held in Contempt and to Compel Defendants to Make Mandatory Supplemental  
8 Disclosures, an Ex-Parte Motion to Have Motion in Limine Heard at Calendar Call, a Trial Brief,  
9 and a Closing Trial Brief. These Motions all required research to interpret relevant case law and  
10 statutes, attaching relevant supporting documentation to the Motions, engaging in oral advocacy  
11 and advising clients on privilege and record retention issues in anticipation of discovery.

12 During discovery, Plaintiffs had to retain, and consult its expert witness regarding NRS  
13 Realty Group, LLC's complex bookkeeping and financial records. Additionally, counsel for  
14 Plaintiffs had to conduct research and educate themselves regarding NRS Realty Group, LLC's  
15 bookkeeping, and accounting systems. Plaintiffs' counsel engaged in robust discovery efforts,  
16 propounding four sets of Requests for Production of Documents upon each Defendant, two sets  
17 of Interrogatories upon each Defendant, and one set of Requests for Admissions upon each  
18 Defendant. Additionally, counsel for Plaintiffs prepared for and deposed seven witnesses,  
19 interviewed, and took affidavits from an additional six witnesses, issued subpoena duces tecums  
20 to four third-party witness entities (and reviewed the responsive documents and disclosed the  
21 same). The above discovery efforts in turn required Plaintiffs to provide nine supplemental  
22 disclosures to their initial NRCP 16.1 disclosures. In addition, counsel for Plaintiffs were required  
23 to peruse Defendants' disclosures for relevancy and utility for use at trial. Finally, counsel for  
24 Plaintiffs prepared final Pre-Trial Disclosures and memorandums, which required additional  
25 consideration of each document for usefulness and relevancy at trial.

26 Finally, Counsel for Plaintiffs had to litigate their claims in a bench trial. Mr. Holliday has  
27 prepared a declaration in support of this Motion detailing his efforts to prepare for trial as well as

1 the work he performed at an after trial to successfully litigate Plaintiffs' claims. Mr. Holiday's  
2 Declaration is attached hereto as **Exhibit 3** and incorporated herein by reference as if fully set  
3 forth herein.

4 Together the law firms retained by Plaintiffs recorded 1,296.9 hours on this matter over  
5 the course of three years, which is reasonable based the time and labor required to go to trial, the  
6 novelty of the bookkeeping and accounting issues, the extensive discovery efforts, the  
7 recalcitrance of Defendants in providing access to business records, and the skill required to  
8 properly litigate this matter.

9 **3. The work actually performed.**

10 As stated above, counsel for Plaintiffs engaged in substantive motion practice aimed at  
11 limiting the scope of issues at trial as well as to summarily dispose of Defendants' counterclaims  
12 prior to trial. Additionally, Plaintiffs' counsel propounded extensive discovery, issued numerous  
13 subpoena duces tecums, and deposed and interviewed scores of witnesses. Additional discovery  
14 efforts included identifying and retaining an expert witness competent to testify on the multiple  
15 sets of books and accounting systems used by Defendants during the seizure of the company.  
16 Counsel for Plaintiffs committed significant time and effort preparing for trial, including  
17 reviewing the documents for relevance and utility for use at trial, preparing direct and cross  
18 examinations of the fact and expert witnesses. Additionally, counsel for Plaintiffs actually  
19 litigated Plaintiffs' claims during a four-day bench trial.

20 **4. The results obtained.**

21 Plaintiffs were the prevailing party in this action. This Court ordered that "judgment shall be  
22 awarded in favor of Plaintiff Nancy Haack on her claims of (1) breach of the implied covenant of  
23 good faith and fair dealing and (2) breach of fiduciary duty against Defendants Sean Evenden and  
24 Roger Ayala." Additionally, Defendants were ordered to "reimburse NRS Realty Group, LLC  
25 any monies provided by NRS Realty Group, LLC, used towards Defendants' legal representation  
26 in this matter." And finally, Plaintiffs won an accounting to be paid for by Defendants which  
27 would determine the value of NRS Realty Group, LLC, awarded in equity, to determine the final



1 judgment at law. The foregoing inarguably are significant issues in this litigation, and Plaintiffs  
2 Were the prevailing parties. This Court should therefore award Nancy Haack the attorney  
3 fees and costs she is seeking in the amount of \$238,269.50 in attorney fees and \$51,148.67 in  
4 costs as the foregoing attorney fees and costs stemming from such a result is reasonable.

5 **CONCLUSION**

6 Accordingly, as a result of the foregoing, the Petitioner respectfully request that this Court  
7 for appropriate award of attorneys' fees in the *Brunzell* amount of \$238,269.50 with costs in the  
8 amount of \$51,148.67.

9  
10 SHUMWAY VAN

11  
12 By: 

13 MICHAEL C. VAN, ESQ.

14 Nevada Bar No. 3876

15 KARL A. SHELTON, ESQ.

16 Nevada Bar No. 12868

17 8985 South Eastern Avenue, Suite 100

18 Las Vegas, Nevada 89123

19 *Attorneys for Plaintiff*  
20  
21  
22  
23  
24  
25  
26  
27

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

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **PLAINTIFFS NANCY HAACK AND NRS REALTY GROUP, LLC'S MEMORANDUM OF COSTS AND DISBURSEMENTS** 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 8th 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

# EXHIBIT 1



**DECLARATION OF KARL A. SHELTON, ESQ. PURSUANT TO *BRUNZELL V. GOLDEN GATE NAT'L BANK* IN SUPPORT OF MOTION FOR ATTORNEY FEES**

1. I, Karl A. Shelton, Esq., am a partner at the law firm of SHUMWAY VAN, the attorneys retained to represent NANCY HAACK and NRS REALTY GROUP, LLC in the above case. I have personal knowledge of the facts and circumstances stated herein and as for those stated upon information and belief, I believe them to be true.

2. I make this Declaration in support of Plaintiffs Nancy Haack And NRS Realty Group, LLC's Motion for Attorney Fees and Costs.

3. I am the author of the Motion for Fees and Costs and hereby affirm that all factual representations contained in said Motion are true and correct to the best of my knowledge, and that I have personal knowledge of the facts upon which all such representations are based.

4. Attached as **Exhibit 1A** to this declaration is a true and correct compilation of the billing statements recording the events, times and amounts charged to Nancy Haack for the services provided by the law offices of Alterwitz Katz, the Law Offices of P. Sterling Kerr, Shumway Van, and the Law Office of John Holiday.

5. The fees identified in Plaintiffs' Motion for Attorney Fees and Costs are warranted for the reasons stated in the Motion and as outlined below.

6. Pursuant to *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 455 P.2d 31, 33 (1969), the attorneys' fees, costs and charges are reasonable, and the Court should award the same. The *Brunzell* factors are as follows:

**a. Qualities of the advocates**

Several law firms provided legal services on behalf of Plaintiffs during the course of this litigation. The law firm of Alterwitz Katz was retained in January of 2017 by Nancy Haack in order to review the proposed lease for additional office space that was the genesis of the dispute between Nancy Haack and Defendants. Ultimately the representation quickly transitioned to preparing a response to Defendants' efforts to expel Ms. Haack from NRS and negotiate a settlement to resolve the issues between Ms. Haack and Defendants. Alterwitz Katz recorded 13.2 hours of work on this matter from January 5, 2017 through

1 March 23, 2017. Mark Katz, Esq., and Marco Angioni II, Esq., worked on this matter, both  
2 attorneys have substantial experience and reputations for competence. Mr. Katz has been  
3 licensed to practice since 1997 and maintains a sterling reputation in business and corporate  
4 law. Mr. Katz billed at a rate of \$450 per hour on this matter. Mr. Katz's rates are consistent  
5 with other similarly experienced attorneys practicing in the Las Vegas area. Mr. Angioni  
6 has been licensed to practice since 2008 and possesses an excellent reputation in the areas  
7 of business and corporate law. Mr. Angioni billed at a rate of \$325 per hour on this matter,  
8 which is consistent with other similarly experienced attorneys practicing in the Las Vegas  
9 area.

10 The Law Offices of P. Sterling Kerr was retained by Plaintiffs on or about March 20,  
11 2017 and was responsible for initiating the litigation in this matter. The Law Offices of P.  
12 Sterling Kerr recorded a total of 142.7 hours of work on this matter from March 20, 2017  
13 through March 27 2018. The principal attorneys working this matter were Preston Sterling  
14 Kerr, Esq., and Taylor L. Simpson, Esq. Mr. Kerr is the Managing Partner of the Law  
15 Offices of P. Sterling Kerr, and has substantial litigation experience, having been admitted  
16 to practice in Nevada since 1990. Mr. Kerr billed at a rate of \$375 per hour on this matter,  
17 which is extremely reasonable considering his substantial litigation experience and  
18 reputation in the Las Vegas legal community. Mr. Simpson has been licensed to practice  
19 in Nevada since 2015 and billed at a rate of \$275 per hour on this matter which is consistent  
20 with other similarly experienced attorneys practicing in the Las Vegas area.

21 The law firm of Shumway Van has recorded 998 hours of work on this matter since  
22 March 13, 2017. Karl A. Shelton, Esq., a partner at Shumway Van, served as lead counsel  
23 and supervised all work on the matter. Mr. Shelton has been licensed to practice law since  
24 2012 and has an excellent reputation for competency in litigation. During the course of this  
25 litigation, the top rates for which Mr. Shelton billed per hour was \$300 per hour. Mr.  
26 Shelton also billed some of his time at reduced rates of \$55 and \$0 per hour. Mr. Shelton's  
27 rates are consistent with other similarly experienced attorneys practicing in the Las Vegas  
28 area. Michael C. Van also performed work on this matter. Mr. Van is a Partner at Shumway

1 Van and has been licensed to practice law in Nevada since 1989. Mr. Van enjoys an  
2 excellent reputation for competency in litigation. During the course of this litigation Mr.  
3 Van's top billed rate was \$450 per hour. Mr. Van's rates are consistent with other similarly  
4 tenured partners at other Las Vegas law firms. Associates Garrett R. Chase, Esq. and  
5 Elizabeth A. Aronson, Esq., also performed work on this matter. their top billed rate of  
6 \$165 per hour is likewise consistent with other similarly experienced attorneys in the Las  
7 Vegas Area. The associate attorneys also billed some of their time at reduced rates of \$55  
8 and \$0 per hour. Finally, paralegal staff were also engaged on this matter. The rates charged  
9 for paralegal time ranged from \$55 per hour to \$125 per hour.

10 The Law Office of John Holiday served as trial counsel on this matter on behalf of  
11 NRS Realty Group, LLC and advised Nancy Haack in her representation in proper person.  
12 The Law Office of John Holiday recorded a total of 143 hours of work on this matter since  
13 October 2019. Mr. Holiday has been licensed to practice law since 2013 with a focus in  
14 civil practice, including multiple litigation cases involving real estate, business, and  
15 specifically partnership and management disputes among real estate brokers. Mr. Holiday  
16 has never been subject of any disciplinary proceedings by the Nevada State Bar, nor has  
17 he ever been sanctioned by a Court in this or any other jurisdiction. He has never been the  
18 subject of any demand or lawsuit for professional negligence. Mr. Holiday possessed  
19 sufficient skill and acumen for the work performed in this case. Mr. Holiday's top billing  
20 rate on this matter was \$300 per hour which is average for a partner of a law firm engaged  
21 in business litigation in Las Vegas area.

22 **b. The character of the work performed.**

23 In order to properly prosecute this litigation and in an effort to resolve this matter prior  
24 to trial, counsel prepared and filed a number of motions and documents with the court  
25 including: defending a Motion to Dismiss at the outset of the litigation, a First Amended  
26 Complaint, Lis Pendens, Answer to Counterclaim, Motion for Appointment of Receiver,  
27 Motion to Extend Discovery, a Second Amended Complaint, a Motion to Strike Claims in  
28 Defendants First Amended Counterclaim, a Motion for Partial Summary Judgement as to



1 Plaintiffs 'Claims, a Motion for Partial Summary Judgment on Defendants' Counterclaims,  
2 an Omnibus Statement of Undisputed of Facts in Support of Motions for Summary  
3 Judgment, an Omnibus Appendix of Exhibits to Plaintiffs' Motions for Summary  
4 Judgment, an Ex-Parte Application for a Temporary Restraining Order and Motion for  
5 Preliminary Injunction on an Order Shortening Time, a Trial Brief, a Motion to Strike  
6 Defendants' Trial Brief for Including Deposition Transcript as Direct Evidence, Motion in  
7 Limine for Admission of Regular Business Records/Accounting Records Supplemented  
8 After the Date of Discovery and for Admission of Other Relevant Evidence Arising After  
9 the Close of Discovery, A Motion for An Order to Show Cause Why Defendants Should  
10 Not be Held in Contempt and to Compel Defendants to Make Mandatory Supplemental  
11 Disclosures, an Ex-Parte Motion to Have Motion in Limine Heard at Calendar Call, a Trial  
12 Brief, and a Closing Trial Brief. These Motions all required research to interpret relevant  
13 case law and statutes, attaching relevant supporting documentation to the Motions,  
14 engaging in oral advocacy, and advising clients on privilege and record retention issues in  
15 anticipation of discovery.

16 During discovery, Plaintiffs had to retain, and consult its expert witness regarding NRS  
17 Realty Group, LLC's complex bookkeeping and financial records. Additionally, counsel  
18 for Plaintiffs had to conduct research and educate themselves regarding NRS Realty Group,  
19 LLC's bookkeeping, and accounting systems. Plaintiffs' counsel engaged in robust  
20 discovery efforts, propounding four sets of Requests for Production of Documents upon  
21 each Defendant, two sets of Interrogatories upon each Defendant, and one set of Requests  
22 for Admissions upon each Defendant. Additionally, counsel for Plaintiffs prepared for and  
23 deposed seven witnesses, interviewed, and took affidavits from an additional six witnesses,  
24 issued subpoena duces tecums to four third-party witness entities (and reviewed the  
25 responsive documents and disclosed the same). The above discovery efforts in turn  
26 required Plaintiffs to provide nine supplemental disclosures to their initial NRCP 16.1  
27 disclosures. In addition, counsel for Plaintiffs were required to peruse Defendants'  
28 disclosures for relevancy and utility for use at trial. Finally, counsel for Plaintiffs prepared

1 final Pre-Trial Disclosures and memorandums, which required additional consideration of  
2 each document for usefulness and relevancy at trial.

3 Mr. Holliday has prepared a declaration in support of this Motion detailing his efforts  
4 to prepare for trial as well as the work he performed at an after trial to successfully litigate  
5 Plaintiffs' claims. Mr. Holiday's Declaration is **Exhibit 3** to the Motion.

6 Together the law firms retained by Plaintiffs recorded 1,296.9 hours on this matter over  
7 the course of three years, which is reasonable based the time and labor required to go to  
8 trial, the novelty of the bookkeeping and accounting issues, the extensive discovery efforts,  
9 the recalcitrance of Defendants in providing access to business records, and the skill  
10 required to properly litigate this matter.

11 **c. The work actually performed.**

12 As stated above, counsel for Plaintiffs engaged in substantive motion practice aimed at  
13 limiting the scope of issues at trial as well as to summarily dispose of Defendants'  
14 counterclaims prior to trial. Additionally, Plaintiffs' counsel propounded extensive  
15 discovery, issued numerous subpoena duces tecums, and deposed and interviewed scores  
16 of witnesses. Additional discovery efforts included identifying and retaining an expert  
17 witness competent to testify on the multiple sets of books and accounting systems used by  
18 Defendants during the seizure of the company. Counsel for Plaintiffs committed significant  
19 time and effort preparing for trial, including reviewing the documents for relevance and  
20 utility for use at trial, preparing direct and cross examinations of the fact and expert  
21 witnesses. Additionally, counsel for Plaintiffs actually litigated Plaintiffs' claims during a  
22 four-day bench trial.

23 **d. The results obtained.**

24 Plaintiffs were the prevailing party in this action. This Court ordered that "judgment  
25 shall be awarded in favor of Plaintiff Nancy Haack on her claims of (1) breach of the  
26 implied covenant of good faith and fair dealing and (2) breach of fiduciary duty against  
27 Defendants Sean Evenden and Roger Ayala." Additionally, Defendants were ordered to  
28 "reimburse NRS Realty Group, LLC any monies provided by NRS Realty Group, LLC,

1 used towards Defendants' legal representation in this matter." And finally, Plaintiffs won  
2 an accounting to be paid for by Defendants which would determine the value of NRS  
3 Realty Group, LLC, awarded in equity, to determine the final judgment at law. The  
4 foregoing inarguably are significant issues in this litigation, and Plaintiffs were the  
5 prevailing parties.

6 7. In light of the foregoing, Plaintiffs' request of attorney fees in the amount of  
7 238,269.50 against Defendants Sean Evenden and Roger Ayala is reasonable under local and  
8 Nevada standards.

9 8. I declare under penalty of perjury under the laws of the State of Nevada (NRS  
10 53.045), the foregoing is true and correct.<sup>1</sup>

11 Dated this 8<sup>th</sup> day of July, 2020.

12  
13 

14 Karl A. Shelton, Esq.  
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26 <sup>1</sup> NRS 53.045 Use of unsworn declaration in lieu of affidavit or other sworn declaration. Any matter whose  
27 existence or truth may be established by an affidavit or other sworn declaration may be established with the  
28 same effect by an unsworn declaration of its existence or truth signed by the declarant under penalty of  
perjury, and dated, in substantially the following form.



# EXHIBIT 1A



# INVOICE

Invoice # 3106  
Date: 03/01/2017  
Due On: 03/16/2017

## Alterwitz Katz, LLP

8965 S. Eastern Avenue, Suite 360  
Las Vegas, Nevada 89123

Mrs Nancy Haack  
#200 2225 Village Walk Dr  
Henderson, NV 89052

### Statement of Account

Outstanding Balance	New Charges	Amount in Trust	Payments Received	Total Amount Outstanding
( \$0.00	+ \$1,252.50	) - ( \$0.00	+ \$1,252.50	) = <b>\$0.00</b>

### 01395-Haack/Business Matters

#### Business Matters

Type	Date	Description	Quantity	Rate	Total
Service	01/05/2017	Review lease relative to landlord right of entry and relocation provisions. Conference with Nancy Haack regarding same.	0.70	\$450.00	\$315.00
Service	02/23/2017	Conference with client regarding LLC and member dispute.	1.00	\$450.00	\$450.00
Service	02/27/2017	Conference with mark about matter; Conference call with Nancy about financial information and buy-out offer from other company owners	1.50	\$325.00	\$487.50

Time Keeper	Quantity	Rate	Total
Marco Angioni II	1.5	\$325.00	\$487.50
Mark Katz	1.7	\$450.00	\$765.00
Subtotal			\$1,252.50
Total			\$1,252.50
Payment (03/10/2017)			-\$1,200.00
Payment (01/31/2018)			-\$52.50

**Balance Owing**                      **\$0.00**

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
3106	03/16/2017	\$1,252.50	\$1,252.50	\$0.00

Please make all amounts payable to: Alterwitz Katz, LLP

Please pay within 15 days.





# INVOICE

Invoice # 3195  
Date: 04/10/2017  
Due On: 04/25/2017

## Alterwitz Katz, LLP

8965 S. Eastern Avenue, Suite 360  
Las Vegas, Nevada 89123

Mrs Nancy Haack  
#200 2225 Village Walk Dr  
Henderson, NV 89052

### Statement of Account

Outstanding Balance	New Charges	Amount in Trust	Payments Received	Total Amount Outstanding
( \$0.00	+ \$3,600.62	) - ( \$0.00	+ \$3,600.62	) = <b>\$0.00</b>

### 01395-Haack/Business Matters

#### Business Matters

##### Services

Type	Date	Description	Quantity	Rate	Total
Service	03/02/2017	Conference with client regarding financials.	0.20	\$450.00	\$90.00
Service	03/03/2017	Review e-mail from Nancy; Conference with M. Katz about the same and terms to resolution	0.30	\$325.00	\$97.50
Service	03/10/2017	Review e-mails from Nancy; Draft Cease and Desist letter to Sean and Roger	2.10	\$325.00	\$682.50
Service	03/13/2017	Phone call and e-mails with Nancy; Communication from opposing counsel and conference with Mark about the same	0.50	\$325.00	\$162.50
Service	03/13/2017	Conference call with attorney for Sean and Rodger.	1.00	\$450.00	\$450.00
Service	03/14/2017	Review e-mails from client; Phone call with Nancy Haack	0.60	\$325.00	\$195.00
Service	03/14/2017	Review and respond to emails from client.	0.40	\$450.00	\$180.00
Service	03/15/2017	E-mail from Nancy regarding matter; Conference with Mark Katz	0.20	\$325.00	\$65.00

Service	03/15/2017	Review email from opposing counsel and respond to same.	0.40	\$450.00	\$180.00
Service	03/16/2017	Review email from client. Prepare and send email to client.	0.20	\$450.00	\$90.00
Service	03/16/2017	Telephone conference with Nancy regarding offer from Roger and Sean; In-Office Conference with Nancy regarding documents and information	2.00	\$325.00	\$650.00
Service	03/20/2017	Phone call with Nancy, Review Nancy e-mail regarding counteroffer	0.40	\$325.00	\$130.00
Service	03/21/2017	Phone call with Nancy; Phone call with Sean and Roger's counsel; E-mail to opposing counsel regarding nancy's proposals	0.90	\$325.00	\$292.50
Service	03/22/2017	E-mail exchange and phone call with Nancy	0.30	\$325.00	\$97.50
Service	03/23/2017	Review email from client. Conference call with MA. Conference with client. Review and respond to opposing counsel.	0.50	\$450.00	\$225.00
				<b>Services Subtotal</b>	<b>\$3,587.50</b>

**Expenses**

Type	Date	Description	Quantity	Rate	Total
Expense	03/16/2017	Certified, Return Receipt postage.	1.00	\$13.12	\$13.12
				<b>Expenses Subtotal</b>	<b>\$13.12</b>

Time Keeper	Quantity	Rate	Total
Marco Angioni II	7.3	\$325.00	\$2,372.50
Mark Katz	2.7	\$450.00	\$1,215.00
<b>Subtotal</b>			<b>\$3,600.62</b>
<b>Total</b>			<b>\$3,600.62</b>
<b>Payment (04/17/2017)</b>			<b>-\$2,300.00</b>
<b>Payment (01/31/2018)</b>			<b>-\$1,300.62</b>
<b>Balance Owing</b>			<b>\$0.00</b>

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
3195	04/25/2017	\$3,600.62	\$3,600.62	\$0.00

Please make all amounts payable to: Alterwitz Katz, LLP

Please pay within 15 days.



# LAW OFFICES OF P. STERLING KERR

---

Business and Real Estate Attorneys  
2450 St. Rose Pkwy. Suite 120  
Henderson, NV 89074  
Phone: 702-451-2055 | Fax: 702-451-2077

## Account Statement

Prepared for Nancy Haack  
Re: NRS Realty vs. Sean Evenden

Invoice Number: Pre-bill

Previous Balance	\$8,763.20
Current Charges	\$0.00
New Balance	\$8,763.20
Adjustments	\$0.00
Payments	\$0.00
Now Due	\$8,763.20
Trust Account	\$0.00

**Total Due: \$8,763.20**

## DUE UPON RECEIPT

Nancy Haack  
701 North Green Valley Parkway  
Suite 200  
Henderson, NV 89074

# LAW OFFICES OF P. STERLING KERR

---

Business and Real Estate Attorneys  
2450 St. Rose Pkwy. Suite 120  
Henderson, NV 89074  
Phone: 702-451-2055 | Fax: 702-451-2077

## HISTORY BILL

Nancy Haack  
701 North Green Valley Parkway  
Suite 200  
Henderson, NV 89074

Invoice Date: June 19, 2020  
Invoice Amount: \$8,763.20

### Matter: NRS Realty vs. Sean Evenden

#### Attorney's Fees

3/20/2017	Review Operating Agreement/Letters and Conference with GR	S.K.	1.10	\$412.50
3/22/2017	Conference with client	S.K.	.40	\$150.00
3/23/2017	Consultation with cleint	S.K.	1.00	\$375.00
3/23/2017	Read and review various emails re: settlement history, etc.	S.K.	1.20	\$450.00
3/24/2017	Meeting with Taylor to review facts for complaint and reviewed various emils	S.K.	1.30	\$487.50
3/27/2017	Calls to Nancy regarding meeting; meeting with Sterling and Taylor regarding Complaint	G.R.	1.00	\$325.00
3/27/2017	Meeting w/TS/PSK/GR re: strategy	A.K.	.35	\$61.25
3/27/2017	Case assignment from managing partner, case briefing and overview.	T.S.	.20	\$55.00
3/27/2017	Review division letter	S.K.	.20	\$75.00
3/27/2017	Meeting with TS/GR to go over strategy of case / elements of claims and review emails / response	S.K.	1.10	\$412.50
3/28/2017	Work on research for Complaint	S.K.	1.40	\$525.00
3/28/2017	Meeting with client/review docs	S.K.	1.00	\$375.00
3/29/2017	Read text thread	S.K.	.30	\$112.50
3/29/2017	Read and review email (inventory) NRS	S.K.	.20	\$75.00
4/3/2017	Meeting with client regarding new issues and regarding complaint. Revised complaint and filed with the Court. Send confirmation email to client.	T.S.	2.00	\$550.00
4/3/2017	Review/Finalize Complaint	S.K.	.75	\$281.25
4/4/2017	Drafted Summons, Initial Appearance filed	L.P.	1.00	\$100.00
4/4/2017	Read and review division letter re: evenden	S.K.	.20	\$75.00

4/5/2017	Read and review various emails /info	S.K.	.60	\$225.00
4/6/2017	File preemptory challenge and review Dept. reassignment	S.K.	.60	\$225.00
4/7/2017	Prepared Complaint - conducted applicable case law research, drafted facts section, drafted causes of action sections.	T.S.	5.50	\$1,512.50
4/11/2017	Meeting with Nancy regarding strategy in case	G.R.	1.30	\$422.50
4/11/2017	Read and review various emails and conference with client	S.K.	1.00	\$375.00
4/11/2017	Phone call with Pat Sheehan Re: ADR settlement, etc.	S.K.	.50	\$187.50
4/11/2017	Meeting with Nancy regarding case status and strategy	T.S.	1.30	\$357.50
4/12/2017	Observe property; call to Corey agent for District	G.R.	.50	\$162.50
4/12/2017	Read and review various emails and status to client	S.K.	.50	\$187.50
4/12/2017	Review proposed letter, Review various emails. Responses to each email and look at trademark law re: continuing use in dissolution	S.K.	1.10	\$412.50
4/17/2017	Read and review email from client/response	S.K.	.20	\$75.00
4/19/2017	Read and review emails - Special meeting notice	J.H.	.40	\$20.00
4/20/2017	Read and review Notice of Special Meeting / Agenda	S.K.	.30	\$112.50
4/24/2017	Response to notice May 1, meeting	S.K.	.30	\$112.50
4/25/2017	Read and review email, work on Response letter to May 1, 2017 Notice, Email to Nancy and research case authority and statute for response.	S.K.	1.20	\$450.00
4/27/2017	Letter to Pat Sheehau	S.K.	.30	\$112.50
4/27/2017	Read and review email thread re: personal property	S.K.	.20	\$75.00
4/27/2017	Read and review response to Motion to Dismiss	S.K.	.80	\$300.00
4/28/2017	Read and review email re: furniture and read and review email re: visit to office	S.K.	.40	\$150.00
5/4/2017	Read and review email thread - Motion to Dismiss	S.K.	.30	\$112.50
5/9/2017	Read and review email from Nancy re: Grandchildren / response	S.K.	.20	\$75.00
5/16/2017	Began preparing Opposition to Motion to Dismiss.	T.S.	2.00	\$550.00
5/16/2017	Read and review 3 emails Attachments/ Response	S.K.	.40	\$150.00
5/17/2017	Teleconference with opposing counsel. Mtg with PSK regarding Motion to Dismiss and settlement conference. follow up emails with opposing counsel.	T.S.	1.20	\$330.00
5/17/2017	Conference with TS re: litigation/settlement	S.K.	.20	\$75.00
5/22/2017	Read and review email from Sheehau	S.K.	.20	\$75.00
5/22/2017	Meeting with Nancy regarding Motion to Dismiss, status, and other issues. Prepared Declaration and had client review. Continued preparing Opposition to Motion to Dismiss.	T.S.	1.80	\$495.00
5/25/2017	Finished preparing Motion to Dismiss. Attached applicable exhibits and filed with court.	T.S.	2.50	\$687.50
5/25/2017	Finalize Opposition to Motion to Dismiss	S.K.	.70	\$262.50
5/30/2017	Read and review email requesting status	S.K.	.20	\$75.00
6/5/2017	Read and review email with Roger/Sean complaint	S.K.	.30	\$112.50
6/6/2017	Meeting with client re status and issues.	T.S.	.40	\$110.00



6/13/2017	Appeared for hearing on Motion to Dismiss. Email to opposing counsel. Email to client re status.	T.S.	.80	\$220.00
6/16/2017	Read and review reconciliation (email)	S.K.	.20	\$75.00
6/20/2017	Hearing on Motion to Dismiss/MSJ: preparation, hearing attendance, and travel. Teleconferences with client re status.	T.S.	2.90	\$797.50
6/20/2017	Reviewed client email.	T.S.	.20	\$55.00
6/22/2017	Email to client re summary of Motion to Dismiss/MSJ hearing.	T.S.	.30	\$82.50
6/22/2017	Teleconference with client re status of case.	T.S.	.60	\$165.00
6/22/2017	Read and review email requesting docs	S.K.	.20	\$75.00
6/26/2017	Prepared Order Denying Defendants' Motion to Dismiss	T.S.	.50	\$137.50
6/26/2017	Teleconference with client re settlement negotiation. email with opposing counsel re same.	T.S.	.30	\$82.50
6/26/2017	Prepare for and attend Settlement Meeting with Defendants/Counsel	S.K.	2.00	\$750.00
6/27/2017	Meeting with PSK and client regarding case status and settlement conference. Settlement conference with opposing parties.	T.S.	2.50	\$687.50
6/28/2017	Prepared Stip to Amend, email to opposing counsel.	T.S.	.40	\$110.00
6/28/2017	Read and review letter from client & conference with Taylor	S.K.	.60	\$225.00
6/29/2017	Emails with client. Began preparing First Amended Complaint and researched applicable case law.	T.S.	1.30	\$357.50
6/30/2017	Finished preparing First Amended Complaint. Obtained Client's verification. Reviewed and revised same.	T.S.	1.40	\$385.00
7/5/2017	Final review of Amended Complaint	S.K.	.30	\$112.50
7/5/2017	Teleconference with client re settlement. Email to opposing counsel re settlement offer. Meeting with PSK regarding same.	T.S.	1.00	\$275.00
7/7/2017	Prepared Settlement Documents - Stip to Dismiss, Mutual Release, and Membership Interest Purchase Agreement. Meeting with PSK regarding settlement.	T.S.	3.70	\$1,017.50
7/12/2017	Reviewed emails with client. Email to client re Schedule 1 Asset List.	T.S.	.30	\$82.50
7/17/2017	Final review of Settlement documents, email to Sheehan	S.K.	.80	\$300.00
7/21/2017	teleconference with client re status	T.S.	.30	\$82.50
7/24/2017	Filed Stip and Order. Drafted Notice of Entry of Order and Filed. Filed Amended Complaint.	L.P.	.70	\$77.00
7/27/2017	Prepared Schedule 1 - asset list in connection with Membership Interest Purchase Agreement. Email correspondence with opposing counsel.	T.S.	1.20	\$330.00
7/27/2017	Read and review email re: request status	S.K.	.20	\$75.00
7/28/2017	Reviewed client emails. Sent email response.	T.S.	.20	\$55.00
8/1/2017	Read and review client email (JP Morgan/Chase)	S.K.	.20	\$75.00
8/3/2017	Revised settlement agreement schedule 1. email to opposing counsel.	T.S.	.50	\$137.50
8/4/2017	Review email / conference with Taylor	S.K.	.30	\$112.50

8/8/2017	Read and review offer from Sheehan \$150 k	S.K.	.20	\$75.00
8/9/2017	Review Taylor's response/release	S.K.	.20	\$75.00
8/15/2017	Read and review email from Sheehan (T/C with Taylor)	S.K.	.30	\$112.50
8/21/2017	Drafted and Filed Notice of Lis Pendens	L.P.	.50	\$55.00
8/21/2017	Drafted and filed Notice of Lis Pendens	L.P.	.50	\$55.00
8/21/2017	Prepare for meeting with client	S.K.	.50	\$187.50
8/21/2017	Client meeting re: Strategy moving forward	S.K.	1.10	\$412.50
8/21/2017	Meeting with PSK regarding meeting with client and case status. Meeting with client.	T.S.	1.50	\$412.50
8/21/2017	Status meeting	G.R.	.30	No Charge
8/23/2017	Read and review email/attach re: Capital call	S.K.	.30	\$112.50
8/25/2017	Drafted and served Notice of Early Case Conference	L.P.	.50	\$55.00
8/25/2017	T/C to opposing counsel, prepare 16.1	S.K.	.50	\$187.50
8/28/2017	Read and review 3 emails re: no mtg. without client	S.K.	.20	\$75.00
8/28/2017	Reviewed case status and strategy with managing partner and staff. Coordinated efforts moving forward.	T.S.	.20	\$55.00
8/29/2017	Meeting with client re status. Teleconference with opposing counsel and ECC. Email to client re status.	T.S.	1.50	\$412.50
8/29/2017	Meeting with client, T/C with Sheehan re: settlement/strategy/16.1	S.K.	1.00	\$375.00
8/29/2017	Conference with Taylor, review email to client	S.K.	.20	\$75.00
8/29/2017	Drafted Joint Case Conference Report	L.P.	1.00	\$110.00
9/7/2017	Meeting with Nancy re status and moving forward.	T.S.	1.40	No Charge
9/8/2017	Prepared Answer to Counterclaim.	T.S.	1.00	\$275.00
9/13/2017	Teleconference with opposing counsel re 16.1 initial disclosures	T.S.	.40	\$110.00
9/18/2017	Meeting with client to go over case status and review client docs.	T.S.	1.00	\$275.00
9/21/2017	Reviewed client docs. Prepared 16.1 Initial disclosures. Coordinated efforts with Staff. Reviewed and revised JCCR.	T.S.	3.10	\$852.50
10/2/2017	Review joinder to case conference report	S.K.	.20	\$75.00
10/3/2017	Read and review email from client	S.K.	.10	\$37.50
10/5/2017	teleconference with client re status and Motion for appointment of receiver.	T.S.	.40	\$110.00
10/10/2017	Began preparing Application for Appointment of Receiver	T.S.	1.60	\$440.00
10/11/2017	Continued preparing Application for Appointment of a Receiver. Meeting with Nancy.	T.S.	2.10	\$577.50
10/12/2017	Continued preparing Application for Appointment of Receiver. Meeting with PSK re case.	T.S.	1.50	\$412.50
10/13/2017	Continued drafting Motion for Appointment of Receiver.	T.S.	2.10	\$577.50
10/16/2017	Finished draft of Motion for Appointment of Receiver. Researched applicable case law.	T.S.	2.50	\$687.50
10/17/2017	Edits to Motion for Receiver	G.R.	.60	\$195.00
10/17/2017	Reviewed, revised, and finalized Motion for Appointment of Receiver.	T.S.	1.20	\$330.00
10/17/2017	Review/approve Motion to Receiver	S.K.	.50	\$187.50

10/24/2017	Receipt deposition notice Nancy Haack	S.K.	.20	\$75.00
10/30/2017	Email correspondence with opposing counsel re depositions and re motion for appointment of receiver. Email to client re status.	T.S.	.40	\$110.00
10/30/2017	Conference with Taylor Re: hearing date	S.K.	.20	\$75.00
11/2/2017	Meeting with Nancy	T.S.	.30	No Charge
11/13/2017	Deposition preparation (Plaintiff)	S.K.	1.00	\$375.00
11/14/2017	Deposition of Nancy Haack - including meetings with client and travel.	T.S.	7.20	\$1,980.00
11/22/2017	Read and review discovery scheduling order	S.K.	.20	\$75.00
12/8/2017	Review letter, conference with TS	S.K.	.20	\$75.00
12/13/2017	Meeting with client re Reply Brief and depo.	T.S.	1.20	\$330.00
12/15/2017	Email to opposing counsel requesting an accounting.	T.S.	.50	\$137.50
12/26/2017	Read and review minute order - change hearing	S.K.	.10	\$37.50
12/28/2017	Email correspondence with client re meeting and case status.	T.S.	.50	\$137.50
12/29/2017	Meeting with client re Reply brief and case status. Went over bank acc's and additional client docs.	T.S.	1.20	\$330.00
1/12/2018	Began preparing Reply in Support of Motion for Appointment of Receiver	T.S.	1.60	\$440.00
1/15/2018	Finished preparing draft of Reply.	T.S.	3.20	\$880.00
1/16/2018	Review Motion for Receiver; Opposition; meeting with Sterling and Taylor; meeting with Nancy	G.R.	2.30	No Charge
1/16/2018	Meeting with client re Reply brief. Reviewed and revised brief.	T.S.	2.50	No Charge
1/17/2018	Reviewed additional revisions to Reply from client. Reviewed emails. Revised Reply brief and added affidavit.	T.S.	2.70	No Charge
1/18/2018	Reviewed final revisions from client. Revised closing. Met with client re brief, hearing, and strategy. Finalized brief and filed with court.	T.S.	2.20	No Charge
1/19/2018	Status meeting	G.R.	.40	No Charge
1/22/2018	Review motion opposition and reply for argument; meeting with Taylor to prep for argument	G.R.	1.50	No Charge
1/23/2018	Meeting with GR re hearing strategy.	T.S.	.60	\$165.00
1/23/2018	Hearing on Motion for Appointment of Receiver - including hearing attendance, preparation, travel and meeting with client. Meeting with GR and PSK re case status and hearing.	T.S.	4.10	\$1,127.50
1/23/2018	Review pleadings; Attend Motion for Receiver hearing; discussions with Nancy	G.R.	3.80	No Charge
1/25/2018	Response email to client re hearing.	T.S.	.60	No Charge
2/9/2018	Review order; meeting with Taylor	G.R.	.80	No Charge
2/12/2018	Meeting with client re Order on Motion for Appointment of a Receiver and re discovery moving forward.	T.S.	1.00	\$275.00
2/19/2018	Finished preparing RFP and ROGS.	T.S.	2.20	\$605.00
2/21/2018	Email correspondence with client re discovery requests.	T.S.	1.20	\$330.00
2/28/2018	Meeting with Nancy re case status and discovery.	T.S.	1.00	\$275.00
3/21/2018	Briefly reviewed discovery responses and case	T.S.	.60	\$165.00



	status. Email to client re discovery and advised to seek new counsel.			
3/27/2018	Reviewed Mr. Shelton's letter. Brief research regarding attorney's retaining liens. Prepared letter to client and new counsel. Emailed same.	T.S.	1.00	\$275.00
SUBTOTAL:			142.70	<b>\$36,679.50</b>

#### Costs

4/3/2017	Wiznet Expense - Filing fee for Complaint			\$314.50
4/6/2017	Wiznet Expense - Filing fee for Peremptory Challenge of Judge			\$469.00
4/11/2017	Junes Legal Expense - Service of Summons and Complaint on Sean Evenden & Roger Ayala			\$93.00
4/12/2017	Wiznet Expense - Filing fee for Affidavit of Service			\$5.50
4/12/2017	Wiznet Expense - Filing fee for Affidavit of Service			\$5.50
5/3/2017	Wiznet Expense - Filing fee for Affidavit of Service			\$5.50
5/3/2017	Wiznet Expense - Filing fee for Affidavit of Service			\$5.50
5/30/2017	Wiznet Expense - Filing fee of Opposition to Motion to Dismiss			\$5.50
6/20/2017	Parking Expense - Taylor - Hearing on Motion to Dismiss or Alternatively for Summary Judgment			\$5.00
6/28/2017	Junes Legal Expense - Picked up Stip and Order from Craig Fennemore			\$10.00
7/18/2017	Wiznet Expense - Filing fee for Order Denying Defendants' Motion to Dismiss or Alternatively Motion for Summary Judgment			\$5.50
7/21/2017	Odyssey Expense - Filing fee for Notice of Entry of Order			\$5.50
7/24/2017	Odyssey Expense - Filing fee for First Amended Complaint			\$5.50
7/24/2017	Odyssey Expense - Filing fee for Notice of Entry of Order			\$5.50
7/24/2017	Odyssey Expense - Filing fee for Stipulation and Order			\$5.50
8/21/2017	Odyssey Expense - Filing fee for Notice of Lis Pendens			\$5.50
9/8/2017	Odyssey Expense - Filing fee for Answer to Defendants' Counterclaim			\$5.50
10/2/2017	Odyssey Expense - Filing fee for Joint Case Conference Report			\$5.50
10/3/2017	Postage Expense - Cost of mailing Joint Case Conference Report to Discovery Commissioner			\$2.87
10/18/2017	Odyssey Expense - Filing fee for Plaintiffs' Motion for Appointment of a Receiver			\$5.50
11/14/2017	Cost for electronic certified transcript from deposition			\$1,222.25
1/18/2018	Odyssey Expense - Filing fee for Plaintiff's Reply in Support of their Motin for Appointment of a Receiver			\$5.50
1/23/2018	Parking Expense - Taylor - Hearing on Motion to Appoint Receiver			\$10.00
3/27/2018	Postage Expense - Cost of mailing Letter with substitution of counset to Nancy Haack			\$0.47
3/27/2018	Postage Expense - Cost of mailing letter with substitution of counsel to Karl Shelton, Esq. certified mail			\$6.67
3/27/2018	Postage Expense - Cost of mailing letter with substitution of counsel to Nancy Haack certified mail			\$6.67
3/27/2018	Postage Expense - Cost of mailing letter with substitution of counsel to Karl Shelton, Esq.			\$0.47
3/31/2018	Interest for Past Due Amount			\$106.04
4/30/2018	Interest for Past Due Amount			\$107.84
6/30/2018	Interest for Past Due Amount			\$109.46
7/31/2018	Interest for Past Due Amount			\$111.10
8/31/2018	Interest for Past Due Amount			\$112.71

9/30/2018	Interest for Past Due Amount	\$114.46
10/31/2018	Interest for Past Due Amount	\$116.18
11/30/2018	Interest for Past Due Amount	\$117.92
12/31/2018	Interest for Past Due Amount	\$119.69
1/31/2019	Interest for Past Due Amount	\$128.51
2/28/2019	Interest for Past Due Amount	\$130.65
3/31/2019	Interest for Past Due Amount	\$132.82
4/30/2019	Interest for Past Due Amount	\$135.04
5/31/2019	Interest for Past Due Amount	\$137.29
SUBTOTAL:		<b>\$3,903.11</b>

#### **Matter Ledgers**

4/5/2017	Funds transferred from Trust - Attorney Time from 03/06/17 - 04/05/17	(\$3,510.00)
5/5/2017	Funds transferred from Trust - Attorney Time from 04/06/17 – 05/05/17	(\$6,975.00)
5/22/2017	Payment on Account (Ck #2586)	(\$2,000.00)
6/6/2017	Funds Transferred from Trust	(\$15.00)
6/21/2017	Payment on Account (Ck #2589)	(\$1,700.00)
7/7/2017	Payment on Account (Ck #2591)	(\$2,200.00)
9/12/2017	Payment on Account (Ck #2596)	(\$3,900.00)
11/2/2017	Payment on Account (Ck #518)	(\$2,500.00)
11/8/2017	Payment on Account (Ck #520)	(\$1,000.00)
12/6/2017	Payment on Account (Ck #531)	(\$2,000.00)
1/10/2018	Payment on Account (Ck #537)	(\$2,000.00)
1/31/2018	Payment on Account (Ck #541)	(\$4,000.00)
4/5/2018	(Adjustment) Refund from court reporter 3/17/18 - (Ck #1024)	(\$19.41)
SUBTOTAL:		<b>(31,819.41)</b>

CURRENT BALANCE DUE AND OWING \$8,763.20

**DUE UPON RECEIPT**

Shumway Van  
8 E 300 S #550  
Salt Lake City, UT 84111  
P: (801) 478-8080  
F: (801) 478-8088

# SHUMWAY • VAN

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Matter: **Nancy, Haack and NRS Realty Group, LLC  
vs. Sean Evenden and Roger Ayala**

Trust Balance: \$5,996.49

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#:	<b>109337</b>
Date:	4/3/2018
Payments:	-\$4,003.51
Amount Due:	<b>\$0.00</b>
Due Date:	<b>5/3/2018</b>

You may pay this invoice by:

1. Mailing a check to our address indicated above. ***Please make all checks payable to: Shumway Van***
2. [Pay Online](#)
3. Pay-by-Phone: **(800) 868-1341**

*\*We accept all major credit cards.*

Questions about your invoice: **(801) 478-8080**



Please consider receiving invoices via email to save paper and reduce waste.  
To do so please send an email to [clientservices@shumwayvan.com](mailto:clientservices@shumwayvan.com)

Thank you for your valued business! We greatly value your trust and confidence and sincerely appreciate your loyalty to our business. Please consider using our law firm for all of your legal needs and we appreciate any referrals that you might make. The following is a list of our legal practice areas for your reference:

Litigation Services - Transactional Services - Business Law - Construction Law  
Entrepreneurial Services - Family Law - Finance - Immigration Law - Personal Injury  
Real Estate Law - Securities Law & Litigation - Technology Law - Trusts & Estates

## Recent Payments - *Thank You!*

Date	Bill	Amount	Details
4/4/2018	109337	\$4,003.51	Check #30030

## Services

Date	Description	Hours	Rate	Total
3/13/2018 KAS	PNC: Nancy Haack: met with Nancy re: Minority freeze out of LLC, taking over litigation.	1.00	\$0.00	\$0.00
3/15/2018 KAS	Reviewed client documents and pleadings included in client binder, directed DP to download remaining pleadings for my review.	1.50	\$265.00	\$397.50
3/20/2018 KAS	Second meeting with Nancy re: possible taking over as counsel for her case.	1.00	\$0.00	\$0.00
3/21/2018 KAS	Reviewed prior pleadings downloaded from court website, received and reviewed email from Nancy re: prior counsel suggested she seek new counsel., spoke with Nancy over phone regarding same, and reviewing retainer agreement.	1.20	\$265.00	\$318.00
3/21/2018 DP	Nancy Haack Prepared client hourly retainer for \$10,000 for KAS review and execution; set up electronic and hard files.	0.40	\$55.00	\$22.00
3/21/2018 DP	Received client documents, i.e., pleadings on case; updated electronic files with same, named with appropriate file names; coordinated with KAS and CG re: submitting retainer via DocuSign.	0.90	\$55.00	\$49.50
3/22/2018 KAS	Met with Nancy Haack re: signing retainer, additional issues and developments in her case.	0.50	\$265.00	\$132.50
3/22/2018 KAS	Drafted Substitution of Attorney	0.30	\$265.00	\$79.50
3/22/2018 KAS	Drafted letter to Sterling Kerr re: substitution of counsel, exchanged phone calls and emails with Nancy Haack re: same.	0.50	\$265.00	\$132.50
3/22/2018 DP	Assisted KAS with client execution of hard copy of retainer agreement; revised as instructed; updated files with executed retainer and client check for \$10,000.00; coordinated with CG re: check deposit and opening of matter, updated files with client information sheet; pulled docket for same; calendared deadlines.	0.80	\$55.00	\$44.00
3/22/2018 DP	Prepared Substitution of Attorney for KAS review and execution.	0.70	\$125.00	\$87.50
3/22/2018 DP	Accessed Eighth Judicial District Court, began download of prior pleadings on case.	0.80	\$55.00	\$44.00
3/23/2018 KAS	Exchanged emails with Nancy Haack re: Letter to Sterling Kerr	0.10	\$265.00	\$26.50
3/23/2018 DP	Continued to download prior pleadings on case; reviewed docket, updated electronic files with pleadings; accessed fee receipts, calculated total amount, updated matter with same.	2.80	\$55.00	\$154.00
3/23/2018 DP	Reviewed Scheduling Order and Order Setting Civil Trial, calendared deadlines, calculated deadlines for motions in limine and meet and confer.	0.70	\$55.00	\$38.50
3/26/2018 KAS	Exchanged emails with Nancy Haack re: status of substitution of attorney, executing same.	0.20	\$265.00	\$53.00
3/27/2018 KAS	Telephone conversation with Nancy Haack re: changes to NRS Realty Group's managers and members listed with Secretary of State. Received and reviewed several emails re: same.	1.00	\$265.00	\$265.00
3/27/2018 KAS	Reviewed prior pleadings and client documents.	1.30	\$265.00	\$344.50
3/27/2018 DP	Received Substitution of Attorneys fully executed, updated electronic and hard files; filed in Eighth Judicial District Court; updated matter with filing receipt; prepared draft of Notice of Substitution of Counsel.	0.80	\$125.00	\$100.00
3/27/2018 DP	Began download of client documents and correspondence; saved electronic copies; re-titled in proper file format; received Notice of Lien Letter from Taylor Simpson, opposing counsel re: Lien for monies owed by client; updated files with same.	1.10	\$55.00	\$60.50
3/27/2018 DP	Updated files with court copy of Substitution of Attorneys; received KAS executed Notice of Substitution of Attorneys; filed in District Court; updated matter with filing receipt, postage and photocopy fees; submitted via US Mail to opposing counsel; updated files with outgoing correspondence and envelope.	0.80	\$55.00	\$44.00



Date	Description	Hours	Rate	Total
3/28/2018 GC	Discussed case, subpoenas, and research issue with KAS; began reviewing the file per KAS.	0.50	\$165.00	\$82.50
3/28/2018 KAS	Phone call with Pat Sheehan re: discovery extension, status of case, issues with managers. Drafted memo to file re: same.	0.60	\$265.00	\$159.00
3/28/2018 DP	Received filed Notice of Substitution of Attorneys from Eighth Judicial District Court; updated files with same.	0.20	\$55.00	\$11.00
3/28/2018 DP	Continued to review client documents uploaded to electronic file, identified subject matter, re-titled documents with appropriate file name for attorney reference.	0.80	\$55.00	\$44.00
3/29/2018 GC	Reviewed case documents and filings; researched broker of record law per KAS and drafted memo; drafted subpoenas to Chase bank and Lone Wolf; sent email regarding subpoenas to Ms. Haack; phone call with Ms. Haack concerning subpoenas.	4.20	\$165.00	\$693.00
3/30/2018 KAS	Exchanged several emails with GRC re: Subpoenas to Chase Bank, ADP, and lone wolf.	0.20	\$0.00	\$0.00
3/30/2018 GC	Revised subpoenas to Lone Wolf and Chase Bank per discussion with Ms. Haack; drafted subpoena to ADP; drafted cover letters for subpoenas; finalized and signed subpoenas; discussed sending subpoenas out with DP.	2.60	\$165.00	\$429.00
3/30/2018 DP	Received Subpoena Duces Tecum for Custodian of Records for Chase Bank, Lone Wolf, and ADP, LLC; prepared same for mailing; applied postage to envelopes, scanned outgoing correspondence to files, titled documents with appropriate file names, updated matter with postage and photocopy fees.	0.80	\$55.00	\$44.00
Service Total: 28.30			\$3,855.50	

## Expenses

Date	Description	Amount
3/23/2018	Legal Filings Eighth Judicial District Court Document Access fees (total) for download of prior pleadings on docket.	\$126.00
3/27/2018	Legal Filings Filing fee for Substitution of Attorneys in District Court.	\$7.00
3/27/2018	Legal Filings Filing fee for Notice of Substitution of Attorneys in District Court.	\$7.00
3/27/2018	Postage Postage charge for Notice of Substitution of Attorneys to opposing counsel.	\$0.47
3/27/2018	Matter Cost Photocopy charge for 4 pages at 0.25 for Notice of Substitution of Attorneys to opposing counsel.	\$1.00
3/30/2018	Postage Postage fee for three envelopes at 0.68 for Subpoena Duces Tecum to JP Morgan Chase Bank, Lone Wolf and ADP, LLC.	\$2.04
3/30/2018	Matter Cost Photocopy charge 18 pages at 0.25 for Subpoena Duces Tecum to JP Morgan Chase Bank, Lone Wolf and ADP, LLC.	\$4.50
Expense Total: \$148.01		

Services: \$3,855.50  
 Expenses: \$148.01  
 Payments: **-\$4,003.51**  
 Amount Due: **\$0.00**  
 Due Date: **5/3/2018**

Shumway Van  
8 E 300 S #550  
Salt Lake City, UT 84111  
P: (801) 478-8080  
F: (801) 478-8088

# SHUMWAY • VAN

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Matter: **Nancy, Haack and NRS Realty Group, LLC  
vs. Sean Evenden and Roger Ayala**

Trust Balance: \$0.00

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#:	<b>110318</b>
Date:	5/3/2018
Payments:	-\$5,996.49
Amount Due:	<b>\$14,755.14</b>
Due Date:	<b>6/2/2018</b>

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Entrepreneurial Services - Family Law - Finance - Immigration Law - Personal Injury  
Real Estate Law - Securities Law & Litigation - Technology Law - Trusts & Estates

## Recent Payments - *Thank You!*

Date	Bill	Amount	Details
5/4/2018	110318	\$5,996.49	Check #30051

## Services

Date	Description	Hours	Rate	Total
4/3/2018 GC	Read email from Ms. Haack; discussed email and subpoena with KAS; drafted subpoena to Vestar, revised subpoena per conversation with KAS.	1.00	\$165.00	\$165.00
4/3/2018 KAS	Received and reviewed Defendant's Second Supplement to 16.1 disclosures.	0.30	\$300.00	\$90.00
4/3/2018 KAS	Reviewed case file and prior pleadings.	1.80	\$300.00	\$540.00
4/3/2018 KAS	Phone call with Nancy Haack re: background information on case, discovery issues, strategy for moving forward.	1.00	\$265.00	\$265.00
4/3/2018 KAS	Reviewed recently provided documents.	1.70	\$265.00	\$450.50
4/3/2018 KAS	Emailed Nancy re: recent conversation with opposing counsel.	0.30	\$265.00	\$79.50
4/3/2018 DP	Received correspondence from P. Sterling Kerr, former counsel, re: current counsel and balance for client at Sterling Kerr; tasked mail; updated hard and electronic files with same; prepared email to KAS attaching same.	0.40	\$55.00	\$22.00
4/3/2018 DP	Received client timeline flashdrive documents, uploaded to client document file, identified subject matter for appropriate file name; updated hard files with thumbdrive.	2.50	\$55.00	\$137.50
4/4/2018 GC	Drafted response letter to prior counsel, per KAS; reviewed operating agreement.	1.80	\$165.00	\$297.00
4/4/2018 KAS	Reviewed case file and prior pleadings.	1.20	\$300.00	\$360.00
4/4/2018 KAS	Reviewed client files and prior pleadings, met with GRC re: drafting response to Kerr's notice of attorney lien.	2.50	\$265.00	\$662.50
4/4/2018 KAS	Revised and edited letter to Sterling Kerr.	0.30	\$265.00	\$79.50
4/5/2018 GC	Drafted motion to reopen discovery.	2.60	\$165.00	\$429.00
4/5/2018 KAS	Client meeting re: case strategy, discovery process, continued document review and subpoena preparation, received and reviewed email from client re: 2016 tax returns.	3.50	\$300.00	\$1,050.00
4/5/2018 DP	Received 2016 Tax Returns for NRS Realty, prepared email to client regarding accessibility to documents; received password, downloaded attachments, updated files.	0.40	\$55.00	\$22.00
4/6/2018 GC	Drafted notices of subpoenas, finalized notices and discussed filing with DP.	0.90	\$165.00	\$148.50
4/6/2018 KAS	Received phone call from ADP legal services dept. re: response to subpoena.	0.20	\$300.00	\$60.00
4/6/2018 KAS	Received and reviewed multiple emails from client with client documents attached, continued review of client documents.	1.70	\$300.00	\$510.00
4/6/2018 DP	Received Notice of Subpoena Duces Tecum for ADP, LLC, JP Morgan Chase Bank and Lone Wolf Technologies; completed Certificate of Service for each; updated files with executed copy; submitted subpoenas for Clerk of Court execution in Eighth Judicial District Court; updated matter with filing receipt; submitted subpoenas with GRC correspondence via US Mail; updated files with outgoing correspondence and envelope; updated matter with postage and photocopy fees.	1.50	\$125.00	\$187.50
4/7/2018 KAS	Received and reviewed email from Nancy Haack re: factual background and profiles of opposing parties.	0.20	\$0.00	\$0.00
4/9/2018 KAS	Received phone call from Chase Bank Litigation department re: response to subpoena.	0.20	\$300.00	\$60.00

Date	Description	Hours	Rate	Total
4/9/2018 KAS	Emailed opposing counsel re: extension of discovery and trial dates, EDCR 2.34 conference.	0.20	\$300.00	\$60.00
4/9/2018 KAS	Received and reviewed email from Nancy re: Complaint to Comptroller of Currency.	0.10	\$300.00	\$30.00
4/9/2018 KAS	Reviewed Operating Agreement and correspondence for use in preparing Requests for Admissions to Roger and Sean.	1.60	\$300.00	\$480.00
4/9/2018 DP	Received court filed copy of Notice of Subpoena Duces Tecum for JPMorgan Chase Bank, ADP, LLC and Lone Wolf Technologies from Clark County District Court, updated files.	0.40	\$55.00	\$22.00
4/9/2018 DP	Received telephone call from Meema from Chase Bank re: issued Subpoena Duces Tecum, requesting account numbers for signer on account; advised with KAS; prepared email with contact information and reference number for call for KAS; updated files with information.	0.40	\$55.00	\$22.00
4/10/2018 KAS	Received and reviewed additional documents and emails from Nancy Haack, responded to same. Exchanged phone calls with Chase Bank Subpoena Response team.	0.50	\$300.00	\$150.00
4/10/2018 DP	Received telephone correspondence from Meema at Chase Bank re: Subpoena Duces Tecum, requested account numbers for client; forwarded call to KAS with hard file information, advised with KAS, calendared response date for Subpoena Duces Tecum on May 4, 2018.	0.30	\$55.00	\$16.50
4/10/2018 DP	Received client documents from KAS re: bank statements, et, al.; organized and identified related documents, created files for same; scanned same to files.	1.10	\$55.00	\$60.50
4/11/2018 KAS	Prepared for and attended telephonic EDCR 2.34 conference with Pat Sheehan re: discovery issues, extending same, sent email to Pat confirming outcome of conference.	0.70	\$300.00	\$210.00
4/11/2018 DP	Completed scanning Chase bank statements and OCC client file to electronic files; began to identify subject matter of documents, titled with appropriate file names for attorney reference in preparation for litigation of matter.	0.90	\$55.00	\$49.50
4/11/2018 DP	Began to identify document topics for electronic versions of client documents; i.e., Chase bank statements identifying month day and year for same, and correspondence to Comptroller; titled same with appropriate file names; organized documents into OCC client file and Sean Evenden Complaint file.	2.50	\$125.00	\$312.50
4/12/2018 KAS	Received email from client re: preparation of 2017 tax returns, opposing parties' obligation to prepare tax returns for NRS Realty, LLC and Schedule K-1s. Drafted letter to opposing counsel re: same.	1.00	\$300.00	\$300.00
4/12/2018 DP	Scanned client documents related to Nevada Secretary of State Complaint, Agent Listing files, correspondence between managers, text messages; organized client documents into related group files.	0.80	\$55.00	\$44.00
4/12/2018 DP	Reviewed and identified subject matter on Nevada Secretary of State documents, pleadings, tax documents, client correspondence with managers, emails and texts; organized into related files.	2.80	\$125.00	\$350.00
4/12/2018 DP	Received KAS executed correspondence to Patrick Sheehan, Esq., requesting Schedule K-1 in time for client to file taxes; updated files with same; prepared email to Mr. Sheehan attaching same; updated files with outgoing email.	0.40	\$55.00	\$22.00
4/12/2018 DP	Received correspondence from JPMorgan Chase, Texas Subpoena Processing, re: additional information related to Subpoena Duces Tecum request; updated files with correspondence; tasked mail; prepared email to KAS.	0.30	\$55.00	\$16.50
4/13/2018 KAS	Received and reviewed correspondence from Chase Bank re: Response to Subpoena.	0.20	\$300.00	\$60.00
4/16/2018 KAS	Finalized Subpoena to Vestar Properties, formulated discovery plan and exchanged emails with Nancy Haack re: Discovery issues to explore.	2.00	\$300.00	\$600.00
4/16/2018 DP	Participated in internal calendar meeting with MCV, KAS, BDH and staff, discussed upcoming deadline for Responsive Documents due for Subpoena Duces Tecum, on May 4, 2018.	0.20	\$55.00	\$11.00
4/17/2018 GC	Discussed written discovery with KAS; began drafting discovery requests.	1.00	\$165.00	\$165.00
4/17/2018 KAS	Drafted Discovery requests.	1.80	\$300.00	\$540.00
4/17/2018 DP	Received KAS executed correspondence to Vestar Green Valley, LLC re: Subpoena Duces Tecum to Custodian of Records for Vestar Green Valley, LLC, assembled documents and calculated postage for mailing of same; submitted via mail with filed Notice of Subpoena Duces Tecum to opposing counsel, updated files with outgoing correspondence; updated matter with postage, photocopy fees and filing receipt; received court filed copy of Notice; updated files.	2.10	\$55.00	\$115.50
4/17/2018 DP	Prepared Notice of Subpoena Duces Tecum for Vestar Properties, Inc., attached subpoena as Exhibit 1; submitted to KAS for review and execution, filed in Eighth Judicial District Court.	0.70	\$125.00	\$87.50



Date	Description	Hours	Rate	Total
4/18/2018 GC	Reviewed client documents and drafted discovery requests, discussed discovery requests with KAS, revised per KAS's feedback.	4.30	\$165.00	\$709.50
4/18/2018 KAS	Reviewed discovery requests, revised and edited same.	1.20	\$300.00	\$360.00
4/19/2018 GC	Revised written discovery to Sean Evenden; drafted written discovery to Roger Ayala; discussed discovery with KAS; briefly met Ms. Haack.	2.40	\$165.00	\$396.00
4/19/2018 KAS	Drafted Motion to Extend Discovery, Declaration in Support of Same.	1.80	\$300.00	\$540.00
4/19/2018 KAS	Client meeting with Nancy Haack re: Case Strategy.	1.20	\$300.00	\$360.00
4/19/2018 DP	Received client emails; identified subject matter, downloaded attachments for same, re-titled documents with appropriate file names, organized files.	1.10	\$55.00	\$60.50
4/19/2018 DP	Received client deposition questions for Rogers deposition; updated Attorney note file with same.	0.20	\$55.00	\$11.00
4/20/2018 GC	Revised written discovery per KAS's feedback; discussed motion to reopen discovery with KAS and revised per KAS's feedback; discussed letter to Pat Sheehan with KAS and drafted letter.	2.80	\$165.00	\$462.00
4/20/2018 KAS	Drafted and finalized Motion to Extend Discovery and Trial date, compiled exhibits to same, prepared Declaration of KAS in Support of Motion, with exhibits, reviewed prior discovery completed in case, Documents provided by Nancy Haack, determined which documents need to be produced, reviewed proposed discovery/deposition questions prepared by Nancy, reviewed and revised written discovery requests and interrogatories.	5.70	\$300.00	\$1,710.00
4/20/2018 DP	Drafted Receipt of Copy for Discovery delivered today via Junes, to opposing counsel Pat Sheehan; coordinated with Junes runner for rush delivery with 11:00 am run; processed work order via website, attached to discovery with Receipt of Copy,; updated files with receipt; updated run log with details.	1.50	\$55.00	\$82.50
4/20/2018 DP	Accessed Eighth Judicial Document Access portal, downloaded copy of Joinder to Case Conference Report filed on October 2, 2017; updated files, prepared email to KAS attaching same; updated matter with billing receipt.	0.30	\$55.00	\$16.50
4/20/2018 DP	Received additional client document emails between KAS and Patrick Sheehan; updated and organized correspondence files.	0.40	\$55.00	\$22.00
4/20/2018 DP	Received KAS executed Plaintiffs' Motion to Extend Time to Complete Discovery; updated files; submitted to Eighth Judicial District Court for filing of same; prepared email to opposing counsel attaching KAS correspondence and Motion for same.	0.50	\$125.00	\$62.50
4/23/2018 KAS	Received and reviewed several emails from Nancy Haack re: discovery issues, met with GRC re: incorporating client concerns into discovery requests.	0.40	\$300.00	\$120.00
4/23/2018 KAS	Received and reviewed NRS Profit and Loss Statement for March 2018.	0.40	\$300.00	\$120.00
4/23/2018 DP	Received court filed copy of Plaintiffs' Motion to Extend Time to Complete Discovery, updated files with same; calendared motion hearing date; prepared email to KAS.	0.30	\$55.00	\$16.50
4/24/2018 GC	Discussed additional discovery drafting with KAS.	0.10	\$165.00	\$16.50
4/24/2018 KAS	Drafted Declaration of KAS in support of Order Shortening Time on Motion to Extend Discovery, compiled exhibits and prepared same for filing. Reviewed Prior pleadings and administrative complaints for affidavits, Identified additional persons to depose and reviewed affidavits for use in depositions.	4.00	\$300.00	\$1,200.00
4/25/2018 GC	Drafted additional requests for production per Ms. Haack and KAS; drafted and revised deposition notices to Roger Ayala and Sean Evenden.	1.40	\$165.00	\$231.00
4/25/2018 KAS	Continued document review and litigation preparation, met with GRC re: Additional Discovery requests re: agent's independent contractor agreements, status of same.	4.70	\$300.00	\$1,410.00
4/25/2018 DP	Advised with KAS re: delivery of Order Shortening Time to Discover Commissioner prior to noon; completed Junes runner services web pages with instructions for same; attached filed motion to documents for Commissioner; updated files with outgoing correspondence; updated run log with details.	0.80	\$55.00	\$44.00
4/25/2018 DP	Contacted Junes Legal and confirmed receipt of executed Receipt of Copy for Discovery delivered to opposing counsel on 04/20/18; received hard copy of Receipt of Copy for acceptance of delivery of Plaintiffs First Set of Interrogatories and Requests for Production to Sean Evenden and Roger Ayala; updated hard and electronic files.	0.40	\$55.00	\$22.00
4/25/2018 DP	Prepared Receipt of Copy for Plaintiffs' Third Set of Discovery Requests; completed Junes legal web pages for rush delivery of discovery; updated discovery and cost files with outgoing documents; updated run log with same.	1.20	\$55.00	\$66.00

Date	Description	Hours	Rate	Total
4/25/2018 DP	Updated matter with filing receipt for Motion to Extend Discovery, in Eighth Judicial District Court.	0.10	\$55.00	\$5.50
4/25/2018 DP	Received KAS executed Notice of Taking Deposition for Sean Evenden and Roger Ayala, attached Certificate of Service completed same; updated files, confirmed electronic service parties with Odyssey master service list; submitted Notices with Eighth Judicial District Court.	0.90	\$125.00	\$112.50
4/26/2018 GC	Prepared subpoenas for NRS agents.	1.70	\$165.00	\$280.50
4/26/2018 KAS	Received phone call from opposing counsel re: proposed discovery to complete, proposed dates for hearing on Motion to Extend Discovery.	0.20	\$300.00	\$60.00
4/26/2018 KAS	Reviewed Administrative Complaints and Replies, text messages and emails between Nancy, Sean and Rodger.	2.50	\$55.00	\$137.50
4/26/2018 DP	Received KAS executed correspondence to Mr. Sheehan re: Notice of Depositions for Sean Evenden and Roger Ayala, electronically served on April 25, 2018; prepared email to Mr. Sheehan attaching KAS correspondence and served Notices.	0.30	\$55.00	\$16.50
4/26/2018 DP	Advised with KAS on status of Order Shortening Time on Plaintiffs Motion to Extend Discovery, contacted Junes Legal for status on same.	0.20	\$55.00	\$11.00
4/26/2018 DP	Received electronically served copies of Notice of Taking Deposition for Sean Evenden and Roger Ayala; updated files with same; submitted via US Mail; updated files with outgoing correspondence, and matter with postage and photocopy fees; updated hard files with same.	0.80	\$55.00	\$44.00
4/27/2018 GC	Reviewed email from LoneWolf Technologies regarding subpoena; finalized subpoenas for NRS agents.	1.90	\$165.00	\$313.50
4/27/2018 KAS	Litigation preparation, document review; received and analyzed TLO reports for each agent identified as a subpoena target, received and reviewed returned application for Order Shortening Time, revised and edited Declaration and Motion and resubmitted same for Judge's signature.	4.00	\$300.00	\$1,200.00
4/27/2018 DP	Received Defendants' Opposition to Plaintiffs Motion to Extend Discovery, updated files with same; prepared email to KAS and GRC attaching same.	0.20	\$55.00	\$11.00
4/27/2018 DP	Received documents responsive to subpoena request; updated client documents with same; organized client documents.	0.40	\$55.00	\$22.00
4/27/2018 DP	Received OST documents from Discovery Commissioner re: resetting trial date; updated files with same; advised with KAS; updated run log with service details.	0.40	\$55.00	\$22.00
4/27/2018 CG	Ran TLO trace report on the following names: Corey Toushin, Keri Fowler, Kevin Ghafouria, Marycarmen Ruiz, Michael Rebarchick, Nancy Chen, Ryan Gibbs, Sallee Miller and Sandra Palma; saved results to file and notified KAS, GRC and DP re: same.	0.50	\$55.00	\$27.50
4/30/2018 KAS	Received and reviewed Opposition to Motion to Extend Discovery, outlined Reply to same.	0.50	\$300.00	\$150.00
4/30/2018 DP	Received client document from KAS, i.e., NRS check to Sean Evenden for \$1,000.00; downloaded same, re-titled document with appropriate file name, updated client document file with same.	0.20	\$55.00	\$11.00
4/30/2018 DP	Received Order Shortening Time for delivery to Department 23; telephoned JEA and advised of delivery of same, approximated hearing date of May 15th, confirmed with KAS; updated files with outgoing documents; completed web pages for Junes Legal runner services with details and instructions for same; tabbed documents for Judge execution; organized files.	1.20	\$55.00	\$66.00
4/30/2018 DP	Received GRC executed Subpoena for Defendants, (nine); updated files and submitted to Clerk of Court in Eighth Judicial District Court for execution, copied KAS and GRC on filing of same.	0.90	\$125.00	\$112.50
5/1/2018 GC	Sent email to Dawn re: calendaring of depositions; printed and reviewed discovery responses from Ayala and Evenden; reviewed LoneWolf's responses to subpoena duces tecum and accompanying documents; reviewed calendar appointments for depositions.	0.80	\$165.00	\$132.00
5/1/2018 DP	Received email from GRC re: time-frame for subpoenas for depositions for defendants; reviewed and calendared same; received documents responsive to Subpoena Duces Tecum from JP Morgan Chase; advised with GRC.	0.80	\$125.00	\$100.00
5/1/2018 DP	Received Defendant Sean Evenden's and Roger Ayala's responses to Plaintiffs First Set of Requests for Admission; updated files with same; prepared email to team attaching same.	0.40	\$55.00	\$22.00
5/1/2018 DP	Received Clerk of Court executed Subpoena's for defendants; updated files with executed copies; in preparation for effecting personal service of Deposition Subpoenas.	0.40	\$55.00	\$22.00
5/1/2018 DP	Submitted Deposition Subpoenas for deponents, (nine) for personal service via E-Way, advised of instructions for personal service, completed web pages; received work order for same; updated files; telephone conversation and email exchange with Junes to confirm upload of all deponent subpoenas; copied KAS and GRC.	2.80	\$125.00	\$350.00

## Expenses

Date	Description	Amount
4/6/2018	Postage Postage charge for one large envelope at \$1.84 for Subpoena Duces Tecum to Defendants.	\$1.84
4/6/2018	Matter Cost Photocopy charge for Subpoena Duces Tecum to Defendants, 27 pages at 0.25.	\$6.75
4/6/2018	Legal Filings Filing receipt for Subpoena Duces Tecum for Lone Wolf Technologies, ADP, LLC and JPChase Morgan Bank, in Eighth Judicial District Court.	\$7.00
4/17/2018	Postage Postage charge for Notice of Subpoena Duces Tecum and KAS correspondence re: Subpoena Duces Tecum to Vestar Green Valley, LLC, to opposing counsel.	\$1.36
4/17/2018	Matter Cost Photocopy charge for 15 pages at 0.25 for Notice and Subpoena Duces Tecum to Vestar Green Valley, LLC, to opposing counsel.	\$3.75
4/17/2018	Legal Filings Filing receipt for Notice of Subpoena Duces Tecum to Vestar Green Valley, LLC , in Clark County District Court.	\$7.00
4/20/2018	Legal Filings Filing receipt for Motion to Extend Discovery in Eighth Judicial District Court.	\$7.00
4/20/2018	Legal Filings Document access charge with Eighth Judicial District Court for Joinder to Case Conference Report filed on October 2, 2017.	\$28.00
4/26/2018	Postage Postage charge for Notice of Depositions for Sean Evenden and Roger Ayala, to opposing counsel.	\$0.68
4/26/2018	Matter Cost Photocopy charge for 6 pages at 0.25 for Notice of Depositions for Sean Evenden and Roger Ayala, to opposing counsel.	\$1.50
4/27/2018	Matter Cost Printing expenses for subpoenas and notices of subpoena.	\$12.25
4/27/2018	Legal Research Ran TLO trace report on the following names: Corey Toushin, Keri Fowler, Kevin Ghafouria, Marycarmen Ruiz, Michael Rebarchick, Nancy Chen, Ryan Gibbs, Sallee Miller and Sandra Palma.	\$60.00
5/1/2018	Legal Filings Filing fee for Subpoenas for Defendants, (nine), submitted to Clark County District Court for Clerk of Court execution.	\$7.00

Expense Total: \$144.13

Services: \$20,607.50  
 Expenses: \$144.13  
 Payments: -\$5,996.49  
 Amount Due: **\$14,755.14**  
 Due Date: **6/2/2018**

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Matter: **Nancy, Haack and NRS Realty Group, LLC  
vs. Sean Evenden and Roger Ayala**

Trust Balance: \$0.00

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#:	<b>111358</b>
Date:	6/2/2018
Bill Total:	\$25,916.67
Outstanding:	\$4,755.14
Amount Due:	<b>\$30,671.81</b>
Due Date:	<b>7/2/2018</b>

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Entrepreneurial Services - Family Law - Finance - Immigration Law - Personal Injury  
Real Estate Law - Securities Law & Litigation - Technology Law - Trusts & Estates



## Recent Payments - *Thank You!*

Date	Bill	Amount	Details
5/4/2018	110318	\$5,996.49	Check #30051
5/8/2018	110318	\$5,000.00	Check #571
5/15/2018	110318	\$5,000.00	Check #573

## Outstanding Bills

Date	Bill	Amount	Payments	Outstanding
5/3/2018	110318	\$20,751.63	\$15,996.49	\$4,755.14

## Services

Date	Description	Hours	Rate	Total
5/2/2018 KAS	Met with DP re: confirm Notice of Depositions were served and all Subpoenas for Deposition were issued. Exchanged emails with Nancy Haack re: deposition schedule.	1.80	\$300.00	\$540.00
5/2/2018 DP	Advised with KAS re: Order Shortening Time; multiple telephone calls to Judge Miley's chambers and with Junes Legal runner services for status on processing of order; instructed to fax same to chambers; Order Shortening Time approved and set for May 15, 2018 at 9:30 am, confirmed same on internal calendars; received facsimile from court; updated hard files with same.	0.90	\$125.00	\$112.50
5/2/2018 DP	Advised with KAS re: electronic service on opposing counsel for subpoenas for Sean Evenden and Roger Ayala, discussed effecting personal service on Jessica Johnson; organized files, confirmed served deponents, prepared email to KAS and GRC, statused on same.	0.60	\$55.00	\$33.00
5/2/2018 DP	Submitted Subpoenas for Denise Acosta and Jessica Johnson to Junes Legal Process Service department via E-Way electronic service, completed web pages for same; updated files with work order receipt; updated run log with details.	0.80	\$55.00	\$44.00
5/2/2018 DP	Received executed Order Shortening Time from Judge Miley's chambers; updated files with same; submitted to Eighth Judicial District Court for filing of same; updated matter with filing fee.	0.40	\$125.00	\$50.00
5/2/2018 DP	Submitted Order Shortening Time to opposing counsel via Junes Legal runner services, advised of instructions for delivery of same; received work order, attached to OST, updated files with outgoing correspondence, updated run log with details; drafted Receipt of Copy for Order Shortening Time, attached to Order.	0.70	\$55.00	\$38.50
5/2/2018 DP	Received KAS executed Notice of Subpoenas for five defendants, completed certificate of service, scanned documents, re-titled same, submitted Notices to Eighth Judicial District Court, completed Odyssey web pages for filing of Notices.	0.90	\$125.00	\$112.50
5/2/2018 PL	Received via Fax: Plaintiffs Order Shortening Time. From: District Court Clark County Nevada. Processed and Emailed to KAS & DP.	0.20	\$55.00	\$11.00
5/3/2018 SL	Received Order Shortening Time back from Junes with a Receipt of Copy--not signed. Spoke to Karl; called Junes to see why not signed--will call me back after researching.	0.10	\$55.00	\$5.50
5/3/2018 SL	Received call back from Christina at Junes - she advised that Fennemore Craig refused to sign so Receipt of Copy came back unsigned. Advised Karl.	0.10	\$55.00	\$5.50
5/3/2018 KAS	Received and reviewed emails from Nancy Haack re: potential Deposition question topics, met with GRC re: Discovery responses received to date. Emailed N. Haack with update on subpoena responses.	0.70	\$300.00	\$210.00
5/7/2018 KAS	Received and reviewed email from Nancy Haack re: review of Chase documents, forwarded same to GRC with instructions to follow up with Nancy.	0.20	\$0.00	\$0.00
5/7/2018 GC	Replied to Ms. Haack's email re: request to meet and discuss bank documents; checked on status of Chase bank documents in response to subpoena duces tecum; met with Ms. Haack to review financial documents and notes.	1.40	\$165.00	\$231.00
5/7/2018 DP	Received court filed copy of Order Shortening Time and Notice of Hearing for May 15, 2018 at 9:30 a.m.; updated files and confirmed calendar.	0.20	\$55.00	\$11.00

Date	Description	Hours	Rate	Total
5/7/2018 DP	Reviewed docket and files confirmed served and filed Notices of Subpoenas and Deposition for Jessica Johnson, Michael Rebarchick, Sallee Miller, Mary Carmen Ruiz, Sandra Palma, Corey Toushin determined outstanding notices of subpoenas.	1.50	\$125.00	\$187.50
5/7/2018 DP	Received court filed copies of Notices of Issuance of Subpoenas for Jessica Johnson, Sallee Miller, Michael Ribarchick, Mary Carmen Ruiz, Sandra Palma and Corey Toushin; updated files with same.	0.40	\$55.00	\$22.00
5/7/2018 DP	Received KAS executed Notice of Issuance of Subpoena for Jessica Johnson to Eighth Judicial District Court, completed web pages for same, filed pleading; updated matter with filing receipt, postage and photocopy charges; updated files with outgoing correspondence; submitted filed Notice of Subpoenas to opposing counsel, via US Mail.	1.20	\$125.00	\$150.00
5/8/2018 GC	Scanned Ms. Haack's notes and discussed with KAS.	0.10	\$165.00	\$16.50
5/8/2018 DP	Received documents responsive to Subpoena Duces Tecum for JPMorgan Chase Bank; scanned client documents, organized electronic files; reviewed and re-titled documents for attorney reference for litigation of matter.	2.10	\$55.00	\$115.50
5/8/2018 DP	Received process completion receipts from Junes for Denise Acosta, Corey Toushin, Jessica Johnson and Kevin Ghafouria; updated files with same; received filed Notice of Issuance of Subpoena for Jessica Johnson; updated files with same	0.50	\$55.00	\$27.50
5/9/2018 GC	Drafted reply in support to motion to extend discovery.	3.40	\$165.00	\$561.00
5/9/2018 KAS	Phone call with Nancy Haack re: Notice of Annual Meeting, case strategy, strategy for upcoming depositions, hearings, etc.	1.50	\$300.00	\$450.00
5/9/2018 DP	Received Plaintiff's Reply in Support to Motion to Extend Time to Complete Discovery, (First Request); updated files with executed copy; filed in Eighth Judicial District Court, completed electronic filing pages for same.	0.60	\$125.00	\$75.00
5/10/2018 DP	Accessed filing receipt for Plaintiff's Reply in Support to Motion to Extend Time to Complete Discovery, (First Request), in Eighth Judicial District Court; expensed filing fee to matter; updated files with receipt; prepared email to accounting attaching same.	0.30	\$55.00	\$16.50
5/10/2018 DP	Prepared courtesy copies to Department 23 for Plaintiffs Motion to Extend Discovery, Defendants Opposition and Plaintiffs Reply in Support; indexed same for court review; completed Junes Legal runner service web pages and scheduled pick up and delivery of same; updated run log with service details.	0.90	\$125.00	\$112.50
5/10/2018 DP	Revised execution dates for Notices of Issuance of Subpoena for remaining Deponents, i.e., Keri Fowler, Jessica Johnson, Nancy Chen, Ryan Gibbs, and Kevin Ghafouria, assembled with clerk issued subpoenas; submitted to KAS for execution.	1.30	\$125.00	\$162.50
5/10/2018 DP	Telephone call with Michelle at Vestar Green Valley with regards to delivery of responsive documents to subpoena duces tecum for same; stated documents to be delivered via hand delivery today; advised with KAS.	0.20	\$55.00	\$11.00
5/10/2018 DP	Received KAS executed Notices of Subpoenas for remaining deponents; completed Certificates of Service, updated files with same; re-titled documents; filed in Eighth Judicial District Court, completed Odyssey electronic filing pages for same.	0.70	\$125.00	\$87.50
5/10/2018 DP	Received telephone call from client re: JPMorgan Chase responsive documents to subpoena duces tecum; compiled documents into two binders for client convenience for review of same.	0.40	\$55.00	\$22.00
5/10/2018 DP	Accessed filing receipt for Notices of Subpoena for Ghafouria, Gibbs, Chen, Johnson and Fowler, in Eighth Judicial District Court; updated files with same, submitted to accounting, expensed same to matter; submitted Notices via US Mail to opposing counsel; updated matter with postage and photocopy fees; updated correspondence and mail files with outgoing correspondence.	0.90	\$55.00	\$49.50
5/10/2018 DP	Met with KAS and Michelle Brown, property manager with Vestar Green Valley, received responsive documents to Subpoena Duces Tecum; notarized Affidavit of Custodian of Records for same; updated files.	0.20	\$125.00	\$25.00
5/10/2018 DP	Created electronic files for Vestar Green Valley responsive documents; scanned in same; retitled documents, organized same.	0.70	\$55.00	\$38.50
5/10/2018 DP	Began to organize and retitle JPMorgan Chase responsive documents prior to applying bates numbering.	0.50	\$125.00	\$62.50
5/10/2018 KAS	Met with Nancy re: review of bank records, strategy for hearing on Motion to Extend Discovery.	0.20	\$0.00	\$0.00
5/11/2018 KAS	Review of documents in preparation for upcoming depositions, drafted deposition questions.	4.50	\$300.00	\$1,350.00

Date	Description	Hours	Rate	Total
5/11/2018 GC	Discussed drafting proxy agreement for Ms. Haack for managing members annual meeting; reviewed operating agreement for proxy and voting info per KAS; drafting Proxy Designation and sent to Ms. Haack.	1.30	\$165.00	\$214.50
5/11/2018 KAS	Drafted letter to Pat Sheehan re: his clients inappropriate attempts to contact/serve Nancy Haack with notice of annual meeting.	0.60	\$300.00	\$180.00
5/11/2018 DP	Received court filed copies of Notice of Issuance of Subpoena for Deponents, i.e., Kevin Ghafouria, Jessica Johnson, Keri Fowler, Ryan Gibbs, Nancy Chen updated files with same.	0.30	\$55.00	\$16.50
5/11/2018 DP	Prepared draft of Plaintiff's Initial 16.1 List of Witness and Production of Documents, identified witnesses for Disclosures; identified bates numbered documents for JPMorgan Chase, Vestar Green Valley and Lone Wolf Technologies; incorporated same for Production of Documents.	2.50	\$125.00	\$312.50
5/11/2018 DP	Reviewed and organized Vestar scanned documents, prepared same for applying bates numbering, retitled documents, applied bates numbering to VGV000001-VGV000506	1.20	\$125.00	\$150.00
5/14/2018 GC	Discussed depositions and deposition questions with KAS; printed and signed Proxy Designation, discussed filing Proxy Designation with KAS, sent signed copy to opposing counsel and copies by certified mail to NRS; reviewed status of disclosures of subpoena'd documents, discussed disclosures with KAS; discussed financial transactions with Ms. Haack.	1.30	\$165.00	\$214.50
5/14/2018 TB	Redacted account information from bank files	4.00	\$55.00	\$220.00
5/14/2018 KAS	Prepared for depositions of Kevin Ghafouria, Nancy Chen and Kari Fowler.	2.50	\$300.00	\$750.00
5/14/2018 ET	Redacted account numbers from 520 pages of bank documents.	2.40	\$55.00	\$132.00
5/14/2018 KAS	Phone call with Pat Sheehan re: meeting notices, Roger and Sean's attempts to serve the same, deposition schedule.	0.10	\$300.00	\$30.00
5/14/2018 DP	Advised with KAS re: redacting and printing of JPMorgan Chase responsive documents,, organized and printed same CHASE 000001-1178, coordinated with law clerks for redacting of same.	0.80	\$55.00	\$44.00
5/14/2018 DP	Prepared hearing binder for attorney reference at hearing on May 15, 2018; printed and indexed Plaintiffs Motion to Extend Discovery, Defendants Opposition and Plaintiffs' Reply.	2.30	\$125.00	\$287.50
5/14/2018 DP	Advised with KAS re: Joint Case Conference Report and List of Witnesses; confirmed same in pleading files; emailed copy to KAS for review.	0.30	\$55.00	\$16.50
5/14/2018 DP	Confirmed electronic service on opposing counsel recipients on Order Shortening Time via Odyssey electronic filing system; updated attorney reference binder with envelope details.	0.40	\$55.00	\$22.00
5/14/2018 KAS	Meeting with Nancy re: status of case, strategy moving forward, hearing preparation.	2.50	\$300.00	\$750.00
5/15/2018 GC	Drafted deposition scripts for upcoming depositions; reviewed affidavits of NRS agents; debriefed with KAS about discovery extension hearing; reviewed documents for statements/affidavits of NRS agents.	3.30	\$165.00	\$544.50
5/15/2018 KAS	Prepared for and attended hearing on Motion to Extend and Reopen Discovery Deadlines, met with opposing counsel after hearing to discuss, discovery and possible settlement conference, met with client re: same.	2.20	\$300.00	\$660.00
5/15/2018 TB	Redacted account information from bank files	2.00	\$55.00	\$110.00
5/15/2018 DP	Scheduled court reporters with Litigation Services for depositions going forward between May 18-25, 2018; received court reporter confirmation receipts; updated files with same; reviewed receipts against deponent list, confirmed court reporters scheduled for all deponents; cancelled court reporters for Friday, i.e., Evenden, Ayala and Johnson Depositions with Litigation Services calendar.	1.50	\$55.00	\$82.50
5/15/2018 DP	Received Proxy Designations between client and NRS Realty Group, and GRC, prepared certified mailings to Village Walk and Arroyo Grande Blvd; applied postage, updated correspondence and mail files with outgoing correspondence, updated matter with postage and photocopy fees.	0.90	\$55.00	\$49.50
5/15/2018 DP	Received KAS parking receipt for attendance at hearing on Plaintiffs' Motion to Extend Discovery at Regional Justice Center; updated cost files with same; prepared check request, submitted to accounting via email.	0.40	\$0.00	\$0.00
5/16/2018 GC	Began drafting amended complaint to include claims for declaratory relief; drafted deposition outlines for 5/21 depositions; discussed with KAS.	2.80	\$165.00	\$462.00
5/16/2018 KAS	Met with Nancy Haack re: preparation for settlement conference.	3.00	\$300.00	\$900.00

Date	Description	Hours	Rate	Total
5/16/2018 KAS	Emailed opposing counsel re: vacated depositions, production of prior discovery by defendants, and possible settlement conference, and confirmation that all future notices re: member meetings of NRS are to be sent to my office.	0.30	\$300.00	\$90.00
5/16/2018 DP	Submitted KAS approved check request for parking receipt for hearing on May 15, 2018 to accounting via email.	0.20	\$55.00	\$11.00
5/16/2018 DP	Advised with KAS re: Notices of Vacating Depositions, contacted Litigation Services, rescheduled depositions for Monday morning to start time of 12.30; updated calendar.	0.70	\$55.00	\$38.50
5/16/2018 DP	Received deadlines to extend discovery from KAS; updated calendar with pertinent deadlines, i.e., amend pleadings, initial expert disclosures, rebuttal disclosures, close of discovery and related Trial dates	0.40	\$55.00	\$22.00
5/16/2018 DP	Prepared Notices to Vacate for Nancy Chen, Keri Fowler, Kevin Ghafouria, Sean Evenden, Roger Ayala and Jessica Johnson, submitted for KAS review and execution.	2.10	\$125.00	\$262.50
5/16/2018 DP	Prepared draft of Order Granting Plaintiff's Motion to Extend Time to Complete Discovery, (First Request), incorporated revised discovery deadlines and trial dates, submitted to KAS for review and execution.	1.20	\$125.00	\$150.00
5/17/2018 KAS	Prepared for and attended settlement conference.	3.50	\$300.00	\$1,050.00
5/17/2018 KAS	Prepared for depositions of Sallee Miller, Sandra Palma, Ryan Gibbs, Micheal Rebarchick, and Mary Carmen Ruiz.	4.00	\$300.00	\$1,200.00
5/17/2018 DP	Received KAS executed Notices of Depositions for Keri Fowler, Kevin Ghafouria, Nancy Chen, Jessica Johnson, Roger Ayala, and Sean Evenden; updated Certificates of Service, submitted to Eighth Judicial District Court for filing, completed Odyssey web pages and filed same.	1.50	\$125.00	\$187.50
5/17/2018 DP	Accessed filing receipt for Notice to Vacate Depositions for Deponents, in Eighth Judicial District Court; updated files with same, expensed to matter, prepared email to accounting attached receipt.	0.20	\$55.00	\$11.00
5/17/2018 DP	Received court filed copies of Notice to Vacate Depositions for deponents.	0.20	\$55.00	\$11.00
5/18/2018 GC	Drafted amended complaint.	0.50	\$165.00	\$82.50
5/18/2018 KAS	Received phone call from Nancy Haack re: outcome of settlement conference, strategy for upcoming depositions.	0.70	\$300.00	\$210.00
5/18/2018 KAS	Deposition preparation: prepared questions and compiled documents for depositions of Sande Miller, Sandra Palma and Ryan Gibbs.	4.50	\$300.00	\$1,350.00
5/18/2018 KAS	Emailed and had phone conversation with Joe Leauanae, potential accounting expert re: potentially retaining his firm to perform an accounting/tracing funds used by Life Real Estate, LLC.	0.20	\$300.00	\$60.00
5/18/2018 KAS	Received and reviewed numerous emails from Nancy Haack re: case strategy.	0.30	\$300.00	\$90.00
5/18/2018 KAS	Reviewed and revised Draft Order Granting Motion to Extend Discovery, emailed copy of same to opposing counsel for review/approval.	0.30	\$300.00	\$90.00
5/18/2018 DP	Revised internal attorney calendars with vacated depositions for Evenden, Ayala, and Johnson.	0.40	\$55.00	\$22.00
5/18/2018 DP	Prepare deposition redwells for exhibits for attorney and witness reference during depositions held on Monday, i.e., Gibbs, Palma and Miller; exhibits 1-6; sorted through witness affidavits and client documents organized same; advised with KAS; uploaded disclosures HAACK000001-1178 to Anthem Forensics portal.	2.50	\$125.00	\$312.50
5/21/2018 GC	Drafted amended complaint; drafted application for temporary restraining order and motion for preliminary injunction on an order shortening time; prepared deposition outlines for May 22 depositions; discussed deposition outlines with KAS.	5.70	\$165.00	\$940.50
5/21/2018 KAS	Prepared for and took depositions of Salle Miller, Ryan Gibbs and Sandra Palma, met with client re: same and preparation for 5/22/18 depositions.	8.00	\$300.00	\$2,400.00
5/21/2018 DP	Finalized deposition redwells with exhibit index labels, for Ryan Gibbs, Sallee Miller and Sandra Palma, for attorney reference; corresponded with Litigation Services and confirmed depositions for Michael Ribarchick Mary Carmen Ruiz and Corey Toushin set for May 22, 2018.	0.70	\$55.00	\$38.50
5/21/2018 DP	Received client documents, i.e., real estate agent listings, three sets of documents, updated files with same, re-titled documents with appropriate files names for attorney reference in preparation for litigation of matter.	0.40	\$55.00	\$22.00
5/21/2018 DP	Prepared deposition exhibit redwells for depositions of Michael Rebarchick and Mary Carmen Ruiz.	0.90	\$55.00	\$49.50



Date	Description	Hours	Rate	Total
5/22/2018 KAS	Reviewed Defendant's 3rd Supplemental Disclosures, reviewed documents for our own supplemental production and identification of additional witnesses.	1.50	\$300.00	\$450.00
5/22/2018 GC	Looked for lease documents; discussed operating agreement and amendments with KAS; discussed upcoming meeting of NRS with KAS, reviewed agenda and prepared materials.	1.30	\$165.00	\$214.50
5/22/2018 DP	Prepared Notice to Vacate Deposition of Mary Carmen Ruiz, submitted to KAS for execution, filed in Eighth Judicial District Court, via Odyssey electronic filing system, completed web pages for same; prepared email to Patrick Sheehan, Esq., attaching copy of same.	0.90	\$125.00	\$112.50
5/22/2018 DP	Prepared mailing for Notice to Vacate Depositions for deponents, i.e., Mary Carmen Ruiz, et al., applied postage, updated files with outgoing correspondence, expensed postage and photocopy fees to matter.	0.80	\$55.00	\$44.00
5/22/2018 KAS	Prepared for and took deposition of Michael Rebarchick, met with client following same, confirmed date and time for meeting with forensic accountant, met with GRC re: strategy for attending member meeting of NRS Realty Group, LLC.	3.70	\$300.00	\$1,110.00
5/23/2018 KAS	Met with Nancy Haack and Joe Leauanae re: preparing accounting and damages reports.	1.00	\$300.00	\$300.00
5/23/2018 KAS	Met with Client following meeting with Anthem Forensics, discussed additional factual background of case, history with former partners, how that information may be relevant to case.	0.70	\$0.00	\$0.00
5/23/2018 GC	Prepared for members meeting; discussed meeting with KAS (9:40-9:45); attended meeting of NRS (9:45 - 10:18); prepared memorandum re: meeting; scanned notes from meeting and put them in file; discussed accounting and members meeting with KAS; emailed Ms. Haack memorandum; discussed amended complaint with KAS, printed, signed and discussed filing amended complaint with DP, checked on status of filing.	1.80	\$165.00	\$297.00
5/23/2018 DP	Scan and updated client documents with bates, redacted Plaintiffs Initial 16.1 Disclosures; updated files with same, identified bates ranges of documents and re titled same; advised with KAS, submitted Plaintiff disclosures to Anthem forensics via company portal, for expert witness review of same.	2.50	\$55.00	\$137.50
5/23/2018 DP	Updated run log with details for personal service of deposition subpoenas on defendants on May 1, 2018 with Junes Process Service.	0.20	\$55.00	\$11.00
5/23/2018 DP	Received Plaintiffs' Second Amended Complaint, updated files with same, submitted to Eighth Judicial District Court for filing of same via Odyssey's electronic filing system, completed web pages and filed same.	0.40	\$125.00	\$50.00
5/24/2018 KAS	Reviewed documents and segregated documents to provide to Anthem Forensics.	2.60	\$300.00	\$780.00
5/24/2018 GC	Checked on status of amended complaint filing; responded to Ms. Haack's email.	0.10	\$165.00	\$16.50
5/24/2018 KAS	Revised Proposed Order and submitted to opposing counsel for review and approval, directed DP to submit same to Court for signature.	0.40	\$300.00	\$120.00
5/24/2018 DP	Received KAS Order Granting Plaintiffs' Motion to Complete Discovery, submitted to Junes Runner Services via E-Way, completed web pages for same; attached work order, submitted to runner services; updated cost files with outgoing correspondence, provided service details on run log spreadsheet, telephone correspondence with June and confirmed service for same.	0.90	\$55.00	\$49.50
5/24/2018 DP	Received Defendants' Fourth Supplement to Initial List of Witnesses and Document Disclosures pursuant to NRCP 16. 1; updated files with same.	0.20	\$55.00	\$11.00
5/25/2018 KAS	Reviewed client documents for relevant documents to forward to accounting expert- forwarded same via email.	1.50	\$300.00	\$450.00
5/25/2018 DP	Received Anthem Forensics correspondence to Nancy Haack, updated files with same; emailed to KAS.	0.20	\$55.00	\$11.00
5/28/2018 KAS	Exchanged emails with Nancy Haack re: forensic accountant.	0.20	\$300.00	\$60.00
5/29/2018 DP	Advised with KAS re: supplement disclosures, prepared revisions to same; downloaded responsive documents for JPMorgan Chase, Lone Wolf, LLC and Vetar to disk; reviewed former counsel List of Witnesses for inclusion of same on plaintiffs supplemental list, advised with KAS, prepared supplemental finalization's to same; reviewed Defendants List of Witnesses; reviewed client documents confirmed supplements in files; prepared email to KAS re: same.	1.80	\$125.00	\$225.00
5/29/2018 DP	Received Order Re-Setting Civil Bench Trial; reviewed same; confirmed new trial deadlines on calendar, updated previous trial dates and related deadlines vacated on calendar.	0.50	\$55.00	\$27.50
5/30/2018 DP	Accessed filing receipts for Second Amended Complaint and Notice to Vacate Deposition of Mary Carmen Ruiz in Eighth Judicial District Court; updated files with same; expensed to matter; prepared email to accounting attached same.	0.40	\$55.00	\$22.00

Date	Description	Hours	Rate	Total
5/30/2018 DP	Received forwarded electronic discovery on matter from KAS; downloaded supplements and saved to files.	0.40	\$55.00	\$22.00
5/30/2018 KAS	Received phone call from Nancy Haack re: responsive documents for accountant, potential for retaining additional expert opinion of real estate professional, outstanding discovery issues.	0.40	\$300.00	\$120.00
5/30/2018 KAS	Exchanged emails with Anthem Forensics re: additional documents for review, reviewed client file and deposited responsive documents to portal.	0.90	\$300.00	\$270.00
5/30/2018 KAS	Received and reviewed Defendants' responses to discovery requests, noted issues for 2.34 conference and potential motion to compel.	0.50	\$300.00	\$150.00
5/31/2018 DP	Received Order Granting Plaintiffs' Motion to Extend Time to Complete Discovery, (First Request), advised with KAS, submitted same to Eighth Judicial District Court, completed Odyssey's electronic filing system and filed same.	0.60	\$125.00	\$75.00
5/31/2018 DP	Met with client received ADP, Paychecks, and additional real estate agent financial document hard copies; electronic copies sent to KAS via email, discussed documents with notes and clean copies of same, conferred with KAS, updated hard files with same.	0.30	\$55.00	\$16.50
5/31/2018 DP	Prepared Notice of Entry of Order for Order Granting Plaintiffs' Motion to Extend Time to Complete Discovery, attached order; submitted to KAS for execution.	0.40	\$125.00	\$50.00
5/31/2018 DP	Accessed Filing receipt for Order Granting Time for Discovery; expensed same to matter, prepared email to accounting.	0.30	\$55.00	\$16.50
5/31/2018 KAS	Called Nancy Pennella, ADP Legal Services re: no response to Subpoena	0.10	\$300.00	\$30.00
5/31/2018 KAS	Confirmed ADP will provide responsive documents by the end of the day.	0.10	\$300.00	\$30.00
5/31/2018 KAS	Exchanged emails with opposing counsel re: providing read only logins for accountant to access bookkeeping.	0.30	\$300.00	\$90.00
5/31/2018 KAS	Received and reviewed documents produced by ADP, met with DP re: bates stamping same and producing in supplemental disclosures, sent bates stamped copies to accounting expert.	1.30	\$300.00	\$390.00
Service Total:			138.30	\$25,555.50

## Expenses

Date	Description	Amount
5/2/2018	Runner Service Fees Junes runner charge for Order Shortening Time delivery to Fennemore Craig.	\$42.00
5/2/2018	Legal Filings Filing fee for Order Shortening Time in Eighth Judicial District Court.	\$7.00
5/7/2018	Runner Service Fees Runner to Court	\$168.00
5/7/2018	Legal Filings Filing fee for Notice of Issuance of Subpoena for Jessica Johnson in Eighth Judicial District Court.	\$7.00
5/7/2018	Matter Cost Photocopy charge for Notice of Issuance of Subpoena for Jessica Johnson to opposing counsel, Patrick Sheehan.	\$1.75
5/7/2018	Postage Postage charge for Notice of Issuance of Subpoena for Jessica Johnson to opposing counsel via US Mail.	\$2.47
5/10/2018	Legal Filings Filing receipt for Plaintiff's Reply in Support of Motion to Extend Time to Complete Discovery, (First Request), in Eighth Judicial District Court.	\$7.00
5/10/2018	Legal Filings Received filing receipt for Notices of Subpoena for Ghafouria, Gibbs, Chen, Johnson and Fowler, in Eighth Judicial District Court.	\$7.00
5/10/2018	Matter Cost Photocopy charge for five Notices of Subpoenas to opposing counsel, 35 pages at 0.25.	\$61.25
5/10/2018	Postage Postage charge for one large envelope to opposing counsel for Notices of Subpoena for Ghafouria, Gibbs, Chen, Johnson and Fowler,	\$2.26
5/15/2018	Postage Certified mailing charges for two envelopes to NRS Realty Group at Village Walk and Arroyo Grande locations re: Proxy Designations for GRC.	\$13.44
5/15/2018	Travel KAS parking expense for attendance at hearing on Plaintiffs' Motion to Extend Discovery at Regional Justice Center.	\$14.00
5/17/2018	Legal Filings Accessed filing receipt for Notice to Vacate Depositions for Deponents, in Eighth Judicial District Court.	\$7.00
5/30/2018	Legal Filings Filing receipts for Second Amended Complaint and Notice to Vacate Deposition of Mary Carmen Ruiz in Eighth Judicial District Court.	\$14.00
5/31/2018	Legal Filings Filing receipt for Order Granting Time for Discovery.	\$7.00

Expense Total: \$361.17

Services:	\$25,555.50
Expenses:	\$361.17
Bill Total:	\$25,916.67
Outstanding:	\$4,755.14
Amount Due:	<b>\$30,671.81</b>
Due Date:	<b>7/2/2018</b>

Shumway Van  
8 E 300 S #550  
Salt Lake City, UT 84111  
P: (801) 478-8080  
F: (801) 478-8088

# SHUMWAY • VAN

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Matter: **Nancy, Haack and NRS Realty Group, LLC  
vs. Sean Evenden and Roger Ayala**

Trust Balance: \$0.00

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#:	<b>112230</b>
Date:	7/3/2018
Bill Total:	\$14,138.39
Outstanding:	\$24,671.81
Amount Due:	<b>\$38,810.20</b>
Due Date:	<b>8/2/2018</b>

You may pay this invoice by:

1. Mailing a check to our address indicated above. ***Please make all checks payable to: Shumway Van***
2. [Pay Online](#)
3. Pay-by-Phone: **(800) 868-1341**

*\*We accept all major credit cards.*

Questions about your invoice: **(801) 478-8080**



Please consider receiving invoices via email to save paper and reduce waste.  
To do so please send an email to [clientservices@shumwayvan.com](mailto:clientservices@shumwayvan.com)

Thank you for your valued business! We greatly value your trust and confidence and sincerely appreciate your loyalty to our business. Please consider using our law firm for all of your legal needs and we appreciate any referrals that you might make. The following is a list of our legal practice areas for your reference:

Litigation Services - Transactional Services - Business Law - Construction Law  
Entrepreneurial Services - Family Law - Finance - Immigration Law - Personal Injury  
Real Estate Law - Securities Law & Litigation - Technology Law - Trusts & Estates



## Recent Payments - *Thank You!*

Date	Bill	Amount	Details
6/29/2018	110318	\$4,755.14	Check #584
6/29/2018	111358	\$1,244.86	Check #584

## Outstanding Bills

Date	Bill	Amount	Payments	Outstanding
6/2/2018	111358	\$25,916.67	\$1,244.86	\$24,671.81

## Services

Date	Description	Hours	Rate	Total
6/1/2018 KAS	Received and reviewed email from Nancy Haack re: Forensic Accounting.	0.20	\$55.00	\$11.00
6/1/2018 DP	Reviewed dates on bates numbered client documents for ADP000001-52 for production of disclosures, re-titled documents accordingly.	0.60	\$55.00	\$33.00
6/1/2018 DP	Received court filed copy of Order Granting Plaintiffs' Motion to Extend Time to Complete Discovery (First Request), updated files with same; updated calendar with instructions from court (Order Re-setting) re: calendar call for exhibit lists and depositions; reviewed prior scheduling order for motions in limine and pretrial motions deadline; calculated dates 45 and 14 days respectively, prior to trial, calendared same.	1.50	\$55.00	\$82.50
6/1/2018 DP	Received KAS executed Notice of Entry of Order, submitted to Eighth Judicial District Court filed via Odyssey's electronic filing system, completed web pages for same.	0.40	\$125.00	\$50.00
6/1/2018 DP	Accessed filing receipt for Notice of Entry of Order. expensed same to matter, prepared email to accounting.	0.20	\$55.00	\$11.00
6/1/2018 SL	Received 8 invoices from Junes for personal service from DP; prepared check request; billed invoices; scanned and saved to cost file; emailed to accounting.	0.40	\$55.00	\$22.00
6/4/2018 GC	Reviewed client file folder for issues (per KAS), discussed cleanup with TB.	0.30	\$55.00	\$16.50
6/4/2018 KAS	Received and reviewed several emails from Nancy Haack re: preparing affidavits for witnesses and information that may be relevant to forensic accounting analysis.	0.20	\$300.00	\$60.00
6/4/2018 EA	reviewed and discussed current case status with KAS; reviewed discovery responses and applicable objections for 2.34 letter, researched discovery objections and responses.	2.40	\$55.00	\$132.00
6/4/2018 DP	Received court filed copy of Notice of Entry of Order for Order Granting Plaintiffs' Motion to Extend, updated files with same.	0.20	\$55.00	\$11.00
6/4/2018 KAS	Exchanged emails with opposing counsel re: access to accounting files. Phone call with Expert re: same and additional documents needed for analysis.	0.50	\$300.00	\$150.00
6/5/2018 KAS	Reviewed client documents and defendants' production for use by forensic accountant.	1.70	\$300.00	\$510.00
6/5/2018 DP	Organized client documents received, i.e., Anthem Forensics, and ADP payroll documents, created hard file for same.	0.40	\$55.00	\$22.00
6/5/2018 DP	Correspondence with Litigation Services re: finalization of deposition transcripts for matter; prepared email forwarded case caption for completion of same.	0.20	\$55.00	\$11.00
6/5/2018 EA	Looked through discovery responses, pleadings and case status, researched discovery commissioner opinions, read and annotated client notes, discussed with KR and KAS, drafted letter to opposing counsel regarding discovery responses	3.40	\$165.00	\$561.00
6/5/2018 SL	Received check for Junes for 11 invoices, service and runner; prepared envelope and letter; scanned and saved to file.	0.20	\$55.00	\$11.00
6/5/2018 TB	Organized and labelled client documents	0.80	\$125.00	\$100.00

Date	Description	Hours	Rate	Total
6/6/2018 KAS	Exchanged multiple emails with Anthem Forensics re: outstanding documents and software access, reviewed client docs for responsive documents, multiple emails with opposing counsel re: same, as well as time for Defendants' to file Answer to Complaint.	1.50	\$300.00	\$450.00
6/6/2018 KAS	Discussed letter to opposing counsel regarding discovery responses with ENC.	0.30	\$0.00	\$0.00
6/6/2018 EA	Discussed letter to opposing counsel regarding discovery responses with KAS.	0.30	\$165.00	\$49.50
6/6/2018 DP	Received full and condensed deposition transcripts for deponents, i.e., Ryan Gibbs, Sallee Miller, Sandra Palma, from Litigation Services, downloaded same, confirmed executed court reporter certificates attached, created transcript files, re-titled transcripts with appropriate file names, organized same.	0.60	\$55.00	\$33.00
6/7/2018 KAS	Exchanged emails and gathered documents for Nancy Haack re: ADP records responsive to subpoena and potential witnesses to contact.	1.00	\$300.00	\$300.00
6/8/2018 KAS	Drafted Stipulation and Order to Extend Discovery 2nd Request, forwarded same to opposing counsel for approval.	2.50	\$300.00	\$750.00
6/8/2018 KAS	Exchanged emails with opposing counsel re: delivery of defendants' prior disclosures and discovery, financial software, extension of expert deadline.	0.40	\$300.00	\$120.00
6/8/2018 KAS	Exchanged emails with Anthem Forensics re: status on outstanding documents and software access.	0.40	\$300.00	\$120.00
6/11/2018 KAS	Received and reviewed email from Nancy Haack re: potential category of documents to request in discovery.	0.10	\$300.00	\$30.00
6/11/2018 KAS	Exchanged emails with opposing counsel re: discovery deadline for expert disclosures, reviewed emails from client, revised 16.1 supplemental disclosures, reviewed prior disclosures from defendants.	2.00	\$300.00	\$600.00
6/11/2018 DP	Conferred with KAS re: runner for retrieval of Stipulation and Order to Extend Discovery; completed Junes Legal E-Way web pages with instructions for pickup at Fennemore Craig and delivery to Shumway Van, then delivery to Discovery Commissioner; exchanged several telephone calls with Christina and Rebecca at Junes Legal re: coordination of delivery of original for same, before 4:00 p.m.	0.70	\$55.00	\$38.50
6/12/2018 KAS	Phone call with Nancy re: outstanding discovery issues.	0.80	\$300.00	\$240.00
6/12/2018 DP	Conferred with KAS, updated disclosures with identified witnesses, reviewed former counsel's First Supplemental Disclosure of Witnesses and Documents, identified additional witnesses and contact information for same, incorporated into Plaintiffs Third Supplemental Disclosures.	1.80	\$125.00	\$225.00
6/13/2018 DP	Identified witness Gary Schnitzer, Esq., on Plaintiff's Third Supplemental Disclosures.	0.20	\$125.00	\$25.00
6/13/2018 DP	Submitted Plaintiffs Third Supplemental Disclosure of Witnesses and Production of Documents Pursuant to NRCP 16.1; prepared mailing for same, updated files with outgoing disclosures, expensed postage and photocopy charges to matter; received court electronically served copy of Plaintiffs Third Supplement, updated files with same; received court copy of Defendants Fifth Supplement to Initial List of Witnesses and Document Disclosures Pursuant to NRCP 16.1, updated files with same.	0.80	\$125.00	\$100.00
6/13/2018 KAS	Phone call with Joe Leauanae re: issues with access to information, discussed issues that may impact analysis, and strategy for addressing potential capitalization calculations.	0.50	\$300.00	\$150.00
6/13/2018 KAS	Sent email to opposing counsel re: accountant still needs access to financial software, other outstanding discovery issues.	0.20	\$300.00	\$60.00
6/14/2018 DP	Received Stipulation and Order to Extend Discovery Deadlines (Second Request), executed by Discovery Commissioner, updated files with same, submitted to KAS for execution, revised calendar with close of discovery dates, prepared to file same.	0.40	\$55.00	\$22.00
6/14/2018 DP	Received KAS executed Stipulation and Order to Extend Discovery, submitted via Odyssey's electronic filing system, in Eighth Judicial District Court, completed filing pages for same; accessed filing receipt, expensed to matter, updated files, prepared correspondence to accounting attached receipt for processing.	0.50	\$125.00	\$62.50
6/14/2018 KAS	Received and reviewed 5th Supplemental production.	1.70	\$300.00	\$510.00
6/15/2018 KAS	Received and reviewed Defendants' First through Sixth Supplemental disclosures.	2.70	\$300.00	\$810.00
6/15/2018 KAS	Emailed opposing counsel re: status of financial information access, prior discovery.	0.20	\$300.00	\$60.00
6/15/2018 DP	Responded to email from Litigation Services with attached case caption for court reporter.	0.20	\$55.00	\$11.00

Date	Description	Hours	Rate	Total
6/15/2018 DP	Received Defendants' First through Fifth Supplemental Disclosures via disk, uploaded same, re-titled and organized documents, prepared email to KAS; updated hard files with disk.	0.40	\$55.00	\$22.00
6/18/2018 KAS	Continued review of Defendant's disclosures.	1.50	\$300.00	\$450.00
6/18/2018 DP	Received Defendants Answer to Second Amended Complaint and First Amended Counterclaim, updated files with same.	0.20	\$55.00	\$11.00
6/18/2018 DP	Received electronic deposition transcripts for Michael Rebachick, from Litigation Services, downloaded condensed and full versions with exhibits, organized and re-titled files for attorney reference in litigation of matter.	0.20	\$55.00	\$11.00
6/19/2018 KAS	Received, reviewed First Amended Counterclaim, outlined response to same.	0.50	\$300.00	\$150.00
6/19/2018 KAS	Emails with opposing counsel re: access to financial documents, subsequent emails with accounting expert re: same.	0.60	\$300.00	\$180.00
6/19/2018 KAS	Phone call with Client.	0.20	\$300.00	\$60.00
6/20/2018 KAS	Met with Client re: case strategy, status and avenues for further discovery.	1.00	\$300.00	\$300.00
6/20/2018 KAS	Revised and edited discovery dispute (EDCR 2.34) letter, reviewed and organized file, exchanged emails with expert re: account access.	2.50	\$300.00	\$750.00
6/20/2018 DP	Received Defendants' Seventh Supplement to Initial List of Witnesses and Document Disclosures Pursuant to NRCP 16.1; updated files with same, prepared email to team.	0.20	\$55.00	\$11.00
6/21/2018 KAS	Exchanged emails with expert and opposing counsel re: access to financial documents, drafted second stipulation to extend deadlines for experts, called Irma Duafala re: potential areas of testimony.	1.70	\$300.00	\$510.00
6/22/2018 KAS	Witness interview with Irma Dufuala.	1.00	\$300.00	\$300.00
6/22/2018 KAS	Witness interview with Irma Dufuala.	1.00	\$0.00	\$0.00
6/22/2018 EA	Participated and took notes in potential witness interview meeting.	1.00	\$165.00	\$165.00
6/22/2018 EA	Participated and took notes in potential witness interview meeting, organized same.	1.20	\$0.00	\$0.00
6/22/2018 KAS	Received and reviewed email from Joe Leauanae re: lone wolf access.	0.20	\$300.00	\$60.00
6/22/2018 DP	Participated in calendar meeting discussed upcoming deadlines on matter.	0.20	\$55.00	\$11.00
6/22/2018 DP	Updated files with KAS and EEA witness meeting attorney notes re: Irma Duafala.	0.20	\$55.00	\$11.00
6/25/2018 EA	Organized notes from witness meeting and created outline, created affidavit on same, followed up with witness for additional clarification.	1.90	\$0.00	\$0.00
6/25/2018 KAS	Exchanged emails with opposing counsel re: status of Stipulation, advised with DP re: sending runner to pick up..2	0.20	\$300.00	\$60.00
6/25/2018 KAS	Exchanged several emails with Nancy and Accounting expert re: scheduling meeting, exchanged emails with Accountant re: reports to run in Lone Wolf software. Continued review of Defendant's 1-6th Disclosures.	1.50	\$300.00	\$450.00
6/25/2018 DP	Advised with KAS re: pick up of Stipulation and Order from Fennemore Craig; submitted details for run via Junes Legal runner services, completed web pages with instructions for same.	0.40	\$55.00	\$22.00
6/25/2018 DP	Received executed Stipulation to Extend Expert Discovery Deadline; updated files with same.	0.20	\$55.00	\$11.00
6/25/2018 EA	Organized notes from witness meeting and created outline, created affidavit on same, followed up with witness for additional clarification.	1.80	\$165.00	\$297.00
6/26/2018 DP	Updated run log with service details for Junes Legal runner services for retrieval of Stipulation and Order to Extend Discovery Deadlines at Fennemore Craig, P.C., and delivery to Shumway Van to KAS.	0.20	\$55.00	\$11.00
6/26/2018 KAS	Phone calls with Jeff Fulton and Randi Orzoff re: witness interviews, reviewed documents and formulated additional discovery requests.	2.00	\$300.00	\$600.00

Date	Description	Hours	Rate	Total
6/27/2018	Finalized EDCR 2.34 letter to opposing counsel. KAS	1.50	\$300.00	\$450.00
6/27/2018	Received KAS executed Stipulation to Extend Discovery Deadline; updated pleading files with same, prepared email to opposing counsel, Patrick Sheehan, Esq., attached Stipulation.	0.20	\$55.00	\$11.00
6/27/2018	Met with Nancy Haack and Joe Leauanae re: accounting and economic damages calculations. KAS	2.00	\$55.00	\$110.00
6/27/2018	Meeting with Nancy after meeting with Accounting Expert. KAS	1.00	\$0.00	\$0.00
6/28/2018	Participated in potential witness interview, prepared requests to produce and interrogatories for Evenden, discussed same with KAS.	1.40	\$165.00	\$231.00
6/28/2018	Scanned in notes from witness interview, saved the same. EA	0.20	\$55.00	\$11.00
6/28/2018	Received KAS correspondence to Patrick Sheehan, Esq., re: Correspondence Written Pursuant to EDCR 2.34; updated files with same, served opposing counsel via Odyssey's electronic service, completed web pages and served same.	0.30	\$55.00	\$16.50
6/28/2018	Witness meeting with Jeff Fulton. KAS	1.00	\$300.00	\$300.00
6/29/2018	Received task from EA to perform a TLO on Life REal Estate LLC. Performed a TLO and saved report. Sent report to EA.	0.20	\$55.00	\$11.00
6/29/2018	Calendared deadline for Reply to First Amended Complaint and Counterclaim, on July 5, 2018. DP	0.20	\$55.00	\$11.00
6/29/2018	Drafted additional interrogatories and requests to produce, drafted answer to counterclaim, requested skip trace search for Life Real Estate, discussed same with KAS.	2.50	\$165.00	\$412.50
6/29/2018	Reviewed EDCR 2.34 letter filed June 28, 2018. GC	0.10	\$55.00	\$5.50
6/29/2018	Met with ENC re: TLO report results for Life Real Estate, LLC. KAS	0.20	\$300.00	\$60.00
Service Total: 66.20			\$12,643.00	

## Expenses

Date	Description	Amount
6/1/2018	Legal Filings Filing receipt for Notice of Entry of Order.	\$7.00
6/1/2018	Process Serving Personal Service on Kevin Ghafouria.	\$43.00
6/1/2018	Process Serving Personal Service on Corey Toushin.	\$43.00
6/1/2018	Process Serving Personal Service on Sandra Palma.	\$43.00
6/1/2018	Process Serving Service on Ryan Gibbs; bad address.	\$43.00
6/1/2018	Process Serving Personal Service on Jessica Johnson.	\$43.00
6/1/2018	Process Serving Personal service of Subpoena on Denise Acosta.	\$43.00
6/1/2018	Runner Service Fees Rush -special trip to Court for Plaintiff's Motion.	\$42.00
6/1/2018	Runner Service Fees Rush pick up -Order Shortening Time and Receipt of Copy.	\$52.00
6/13/2018	Postage Postage charge for Plaintiffs Third Supplemental Disclosure of Witnesses and Production of Documents Pursuant to NRCP 16.1 to opposing counsel.	\$0.89
6/13/2018	Matter Cost Photocopy charge for Plaintiffs Third Supplemental Disclosure of Witnesses and Production of Documents Pursuant to NRCP 16.1, to opposing counsel.	\$2.00
6/14/2018	Legal Filings Accessed filing receipt for Stipulation and Order to Extend Discovery, in Eighth Judicial District Court.	\$7.00
6/22/2018	Recording Fee Invoice no. 1236765 for \$864.50 for Litigation services.	\$864.50
6/22/2018	Runner Service Fees Invoice no. EP139074 \$43 for Junes Legal Services.	\$43.00
6/22/2018	Runner Service Fees Invoice no. EP139068 \$43 for Junes Legal Services.	\$43.00
6/22/2018	Runner Service Fees Invoice no. EP139071 \$43 for Junes Legal Services.	\$43.00
6/22/2018	Runner Service Fees Invoice no. EP139067 \$43 for Junes Legal Services.	\$43.00
6/22/2018	Runner Service Fees Invoice no. DR281535 \$42 for Junes Legal Services.	\$42.00



Date	Description	Amount
6/22/2018	Runner Service Fees Invoice no. EP139072 \$43 for Junes Legal Services.	\$43.00
6/29/2018	Other Fees TLO on Life Real Estate LLC	\$5.00

Expense Total: \$1,495.39

Services: \$12,643.00  
 Expenses: \$1,495.39  
 Bill Total: \$14,138.39  
 Outstanding: \$24,671.81  
 Amount Due: **\$38,810.20**  
 Due Date: **8/2/2018**

Shumway Van  
8 E 300 S #550  
Salt Lake City, UT 84111  
P: (801) 478-8080  
F: (801) 478-8088

# SHUMWAY • VAN

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Matter: **Nancy, Haack and NRS Realty Group, LLC  
vs. Sean Evenden and Roger Ayala**

Trust Balance: \$0.00

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#:	<b>113047</b>
Date:	8/1/2018
Bill Total:	\$15,332.04
Outstanding:	\$33,810.20
Amount Due:	<b>\$49,142.24</b>
Due Date:	<b>8/31/2018</b>

You may pay this invoice by:

1. Mailing a check to our address indicated above. ***Please make all checks payable to: Shumway Van***
2. [Pay Online](#)
3. Pay-by-Phone: **(800) 868-1341**

*\*We accept all major credit cards.*

Questions about your invoice: **(801) 478-8080**



Please consider receiving invoices via email to save paper and reduce waste.  
To do so please send an email to [clientservices@shumwayvan.com](mailto:clientservices@shumwayvan.com)

Thank you for your valued business! We greatly value your trust and confidence and sincerely appreciate your loyalty to our business. Please consider using our law firm for all of your legal needs and we appreciate any referrals that you might make. The following is a list of our legal practice areas for your reference:

Litigation Services - Transactional Services - Business Law - Construction Law  
Entrepreneurial Services - Family Law - Finance - Immigration Law - Personal Injury  
Real Estate Law - Securities Law & Litigation - Technology Law - Trusts & Estates

## Outstanding Bills

Date	Bill	Amount	Payments	Outstanding
6/2/2018	111358	\$25,916.67	\$6,244.86	\$19,671.81
7/3/2018	112230	\$14,138.39	\$0.00	\$14,138.39
				\$33,810.20

## Services

Date	Description	Hours	Rate	Total
7/2/2018 KAS	Reviewed and outlined Answer to First Amended Counterclaim, conducted initial research of Nevada Rules re: propriety of adding additional counterclaims without leave of court.	1.50	\$300.00	\$450.00
7/2/2018 KAS	Emailed client re: forward of May 2018 financials.	0.10	\$0.00	\$0.00
7/2/2018 HV	Received task from EEA. Performed TLO Business report and UCC search on Life Real Estate LLC. Performed TLO Business search on NRS Realty Group LLC.	0.20	\$55.00	\$11.00
7/2/2018 GC	Discussed answer and counterclaims with KAS, discussed issue with amending counterclaims; researched issue of amending counterclaims without court permission; Discussed case with KAS; made notes re: motion to strike answer and counterclaims.	1.60	\$55.00	\$88.00
7/2/2018 KAS	Met with GRC re: researching possible motion to strike new claims asserted in First Amended Counterclaim.	0.20	\$300.00	\$60.00
7/2/2018 KAS	Emailed opposing counsel re: extending time to file response to counterclaim.	0.10	\$0.00	\$0.00
7/2/2018 KAS	Met with ENC re: Drafting Answer to First Amended Counterclaim, conducting further research re: Tax ID Life Real Estate, LLC is operating under.	0.10	\$300.00	\$30.00
7/2/2018 EA	Organized witness notes (Jefrie), created affidavit from same, organized and renamed documents in client folders, extracted all privileged documents, edited answer to counterclaim, called paralegal and TLO company in order to discuss results from Life Real Estate, ran additional searches to find connection to Life Realty, discussed the same with KAS.	3.80	\$165.00	\$627.00
7/2/2018 KAS	Phone call with Joe Leauanae re: correlating expense items and requests for supporting documentation.	0.50	\$300.00	\$150.00
7/3/2018 KAS	Exchanged emails with Nancy re: rental listings for Sean and status of financials to Joe Leauanae.	0.30	\$55.00	\$16.50
7/5/2018 KAS	Returned call from Courtney at Anthem Forensics.	0.10	\$300.00	\$30.00
7/5/2018 KAS	Reviewed discovery documents and prior disclosures from defendants, reviewed client documents for supplemental disclosures.	1.00	\$300.00	\$300.00
7/5/2018 EA	Reviewed all the searches made on Life Real Estate and drafted a memorandum for KAS on the same, reviewed client documents for privileged documents, extracted the same.	0.80	\$165.00	\$132.00
7/6/2018 EA	Went through client documents to organize and find any privileged documents, extracted the same.	1.10	\$165.00	\$181.50
7/6/2018 DP	Coordinated with EEA, re: former counsel's Initial 16.1, reviewed Joint Case Conference Report, for same, forwarded JCCR report to EEA via email for review of same, copied same to Discovery files for attorney reference for litigation of matter.	0.20	\$55.00	\$11.00
7/9/2018 GC	Discussed case with KAS.	0.10	\$55.00	\$5.50
7/9/2018 KAS	Exchanged emails with Nancy Haack re: deposition schedule as well as Defendant's answer and Amended Counterclaim and potential Motion to Strike same.	0.20	\$300.00	\$60.00
7/9/2018 KAS	Met with GRC re: drafting Motion to Strike Amended Counterclaim.	0.20	\$300.00	\$60.00
7/9/2018 DP	Updated client document files with documents received on June 20, 2018, created electronic files, organized and re-titled documents.	0.70	\$55.00	\$38.50

Date	Description	Hours	Rate	Total
7/10/2018 GC	Discussed motion to strike counterclaims with KAS; drafted motion to strike counterclaims, gave to KAS to review; attached certificate of service to motion and revised motion based on KAS's feedback, discussed motion with KAS.	3.50	\$165.00	\$577.50
7/10/2018 KAS	Phone call with Courtney from Anthem Forensics re: missing tax documents.	0.20	\$300.00	\$60.00
7/10/2018 DP	Received hard copy of KAS correspondence to Pat Sheehan, dated May 11, 2018, updated hard files with same, organized correspondence, and costs hard file; accessed Eighth Judicial District Court document access portal, retrieved Answer to Defendants Counterclaim; downloaded same, applied payment; updated files, forwarded to KAS	1.10	\$55.00	\$60.50
7/10/2018 KAS	Met with GRC re: Motion to Strike, exchanged emails with Nancy Haack re: same, meeting to discuss case, reviewed Answer to initial Counterclaim filed by prior counsel.	0.70	\$300.00	\$210.00
7/10/2018 KAS	Phone call with Nancy re: Motion to Strike First Amended Counterclaim, reviewed and revised Motion to Strike Counterclaims, Answer to First Amended Counterclaim.	2.30	\$300.00	\$690.00
7/11/2018 EA	Incorporated edits into amended answer to counterclaim, in light of filing the motion to strike, discussed same with KAS.	0.50	\$165.00	\$82.50
7/11/2018 GC	Discussed motion to strike with KAS; revised motion to strike per KAS's feedback; printed for final signature.	0.20	\$165.00	\$33.00
7/11/2018 DP	Updated hard file with copy of Answer to Defendants' Counterclaim.	0.20	\$55.00	\$11.00
7/11/2018 DP	Received Plaintiffs Answer to Defendants' First Amended Counterclaim, and Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim, filed with Eighth Judicial District Court.	0.40	\$125.00	\$50.00
7/11/2018 KAS	Revised Answer to Amended Counterclaim, exchanged emails and had phone conversation with Joe Leauanae re: issues related to analysis of finances and accounting. Exchanged phone calls with Pat Sheehan re: Deposition Schedule and discovery issues.	2.50	\$300.00	\$750.00
7/12/2018 KAS	Reviewed bank records to identify check numbers for each reimbursement check issued for Jessica Johnson's salary.	1.50	\$55.00	\$82.50
7/12/2018 KAS	Phone call with Nancy Haack re: case strategy.	0.20	\$300.00	\$60.00
7/12/2018 DP	Received court filed copy of Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim, updated files with same; prepared email to team, calendared hearing date for Motion to Strike.	0.20	\$55.00	\$11.00
7/13/2018 KAS	Reviewed Chase Bank records and financial documents to identify transactions and checks for further inquiry via interrogatories and Requests for Production as well as Deposition questions, exchanged emails with Nancy Haack re: disclosure of financial documents.	2.50	\$300.00	\$750.00
7/16/2018 KAS	Received email from Pat Sheehan re: jury duty for 7/23.	0.20	\$300.00	\$60.00
7/16/2018 GC	Discussed case and accounting with KAS.	0.10	\$55.00	\$5.50
7/16/2018 DP	Received email from client re: reviewing hard copies of received initial discovery 1st-5th Supplements, advised with KAS, prepared responsive email to client, forwarded Sharefile link for same.	0.40	\$55.00	\$22.00
7/16/2018 KAS	Drafted Discovery questions, received and reviewed additional financial documents provided in response to Joe Leauanae's inquiries.	2.50	\$300.00	\$750.00
7/17/2018 KAS	Continued review of bank records to identify transactions that need further clarification.	3.00	\$55.00	\$165.00
7/17/2018 KAS	Review of bank records to identify transactions that need further clarification, reviewed documents provided by Nancy for identification and production.	3.00	\$300.00	\$900.00
7/17/2018 GC	Discussed case with KAS.	0.10	\$55.00	\$5.50
7/17/2018 KAS	Phone calls with Joe Leauanae and Nancy Haack re: case strategy and expert report, exchanged emails with Pat Sheehan re: his office providing a copy of plaintiffs' initial disclosures. Additional emails exchanged with Joe Leauanae re: Jessica Johnson's responses to inquiries re: expenses.	1.50	\$300.00	\$450.00
7/17/2018 DP	Prepared Notices of Deposition for Nancy Chen and Kevin Ghafouria for July 24, 2018,, attached Certificate of Service, submitted to KAS for execution; received KAS executed Notices of Deposition for Nancy Chen and Kevin Ghafouria, updated files with executed Notices, submitted to opposing counsel via Odyssey's electronic service, completed web pages for same; updated files with served copies.	1.50	\$125.00	\$187.50



Date	Description	Hours	Rate	Total
7/17/2018 DP	Prepared email to Litigation Services calendar, attached Notices of Depositions for Nancy Chen and Kevin Ghafouria scheduled for July 24, 2018, at 10:30 am and 1:00 p.m., respectively, copied KAS; prepared mailing for Notices of Deposition to Patrick Sheehan, Esq.; calendared dates for depositions, updated files with outgoing documents, expensed postage and photocopy fees to matter; received court reporter confirmation for scheduled depositions, updated electronic files with same.	1.50	\$55.00	\$82.50
7/18/2018 KAS	Received and reviewed Expert Report, exchanged several phone calls with Joe Leauanae re: same, Drafted and submitted Expert Disclosures.	2.50	\$300.00	\$750.00
7/18/2018 GC	Discussed case with KAS.	0.10	\$55.00	\$5.50
7/18/2018 KAS	Reviewed and organized client documents for disclosure.	6.00	\$55.00	\$330.00
7/18/2018 DP	Received Plaintiff's Expert Witness Disclosures with Anthem Forensics Report; updated files with same, submitted via Odyssey's electronic service to opposing counsel; prepared email to Mr. Sheehan attached Expert Witness Disclosures and Anthem Report.	0.50	\$55.00	\$27.50
7/19/2018 KAS	Reviewed prior discovery, outlined issues that needed further discovery, drafted Discovery requests.	3.00	\$300.00	\$900.00
7/19/2018 KAS	Reviewed prior discovery, outlined issues that needed further discovery, drafted Discovery requests.	4.50	\$55.00	\$247.50
7/19/2018 EA	Discussed additional discovery questions with KAS, incorporated and edited the same.	0.90	\$165.00	\$148.50
7/19/2018 GC	Discussed discovery requests with KAS.	0.10	\$165.00	\$16.50
7/19/2018 DP	Received court served copies of Expert Witness Disclosure with Anthem Forensics Report, updated discovery files with same.	0.20	\$55.00	\$11.00
7/19/2018 DP	Applied bates numbering to client documents HAA0085-311; identified bates ranges within file name in preparation for identifying same in Plaintiff Disclosures; prepared Plaintiffs' Fourth Supplemental Disclosures, identified documents and bates ranges HAA0085-00311 within disclosures, created Plaintiffs Fourth Supplement file, incorporated produced documents to same.	3.80	\$125.00	\$475.00
7/19/2018 DP	Received former plaintiff counsels' initial disclosure documents from KAS, updated discovery and client documents; identified discovery documents produced by former counsel, extracted same from client document bates file, in preparation for applying bates numbering.	0.80	\$55.00	\$44.00
7/19/2018 DP	Burned disk with Plaintiff's Fourth Supplemental Disclosure documents, finalized re-titling documents.	0.70	\$55.00	\$38.50
7/20/2018 KAS	Finalized discovery requests to Sean and Roger.	2.50	\$300.00	\$750.00
7/20/2018 EA	Finalized discovery requests, discussed same with KAS, DP.	0.60	\$165.00	\$99.00
7/20/2018 KAS	Phone call with Amie McCarthy re: witness interview.	0.10	\$300.00	\$30.00
7/20/2018 KAS	Phone call with Nancy re: status of depositions, expert report.	0.30	\$300.00	\$90.00
7/20/2018 DP	Advised with KAS, drafted Receipt of Copy for outgoing Disclosures and discovery, prepared disk with Plaintiff disclosure documents, advised with EEA re: outgoing discovery for same., finalized 16.1 for KAS execution, created Plaintiff 4th Supplemental file copied disk documents to file; received executed Receipt of Copy from Junes runner services, updated file with same, responded to email, copied KAS.	1.50	\$125.00	\$187.50
7/20/2018 DP	Submitted details of delivery of Plaintiff Disclosures and discovery to Junes Legal runner services with E-Way electronic delivery system, completed web pages for same, assembled documents, labeled disk, updated files with outgoing correspondence, saved to discovery files, retitled and organized documents.	1.50	\$55.00	\$82.50
7/20/2018 DP	Reviewed discovery electronic and hard files, identified Plaintiffs' disclosures and discovery submitted to opposing counsel; organized electronic files for Plaintiff and Defendant discovery, i.e., First, Second Third, Set for attorney reference for preparing future responses to same.	1.80	\$55.00	\$99.00
7/20/2018 DP	Prepared Notice to Vacate Depositions for Nancy Chen and Kevin Ghafouria, submitted to KAS for execution; updated calendar, prepared email to Litigation Services, cancelled court reporters.	1.50	\$125.00	\$187.50
7/20/2018 DP	Received Defendants' supplemental discovery responses via email, updated files with same.	0.30	\$55.00	\$16.50

Date	Description	Hours	Rate	Total
7/23/2018 DP	Prepared Notice of Hearing for Motion to Strike Claims in Defendants' First Amended Complaint, for KAS review and execution, attached filed Plaintiffs' Motion to Strike Claims in Defendants' First Amended Complaint, submitted to Eighth Judicial District Court via Odyssey's electronic filing system, completed web pages for same.	0.90	\$125.00	\$112.50
7/23/2018 EA	Participated in witness interview with Amy McCarthy.	0.80	\$0.00	\$0.00
7/23/2018 DP	Responded to email from Litigation Services, confirmed vacated depositions for Kevin Ghafouria and Nancy Chen.	0.20	\$55.00	\$11.00
7/23/2018 DP	Received District Court filed Notices to vacate depositions for Kevin Ghafouria and Nancy Chen, updated electronic and hard files with same.	0.20	\$55.00	\$11.00
7/23/2018 DP	Accessed filing receipt for Notice of Hearing in Eighth Judicial District Court, expensed to matter, updated cost files with same, prepared email to accounting for processing.	0.20	\$55.00	\$11.00
7/23/2018 DP	Accessed filing receipt for Notice to Vacate Depositions for Nancy Chen and Kevin Ghafouria in Eighth Judicial District Court, expensed to matter, updated cost files with same, prepared email to accounting for processing.	0.20	\$55.00	\$11.00
7/23/2018 KAS	Met wit Amie McCarthy re: witness interview.	0.70	\$300.00	\$210.00
7/23/2018 KAS	Received and reviewed Discovery responses.	0.50	\$300.00	\$150.00
7/24/2018 GC	Reviewed notice of hearing; discussed motion to compel discovery with KAS.	0.10	\$55.00	\$5.50
7/24/2018 EA	Participated in Witness Interview meeting with Crystal.	0.50	\$0.00	\$0.00
7/24/2018 KAS	Met with Crystal Elijah-Ramos, phone calls with Gary Schnitzer re: scheduling his deposition, call with opposing counsel re: discovery responses, scheduling depositions.	2.50	\$300.00	\$750.00
7/24/2018 DP	Received court filed copy of Notice of Hearing from Eighth Judicial District Court, updated files with same, prepared mailing for same, expensed postage and photocopy fees to matter.	0.40	\$55.00	\$22.00
7/24/2018 DP	Received electronically served Defendants' Eighth Supplement to Initial List of Witnesses and Document Disclosures, Pursuant to NRCP 16.1, updated discovery files with same, prepared email to team, attached same.	0.20	\$55.00	\$11.00
7/24/2018 DP	Prepared Notices of Depositions for Nancy Chen , Kevin Ghafouria for August 7th, 2018 at 1:30 and 3:30 p.m., respectively; prepared Notice for Gary Schnitzer; Roger Ayala, Sean Evenden.	1.50	\$125.00	\$187.50
7/25/2018 GC	Reviewed and signed notices of deposition.	0.10	\$165.00	\$16.50
7/25/2018 DP	Finalized Notices of Depositions for Gary Schnitzer, Esq, Nancy Chen, Kevin Ghafouria, Jessica Johnson, Roger Ayala and Sean Evenden, finalized dates for same, submitted to GRC for execution, prior to filing of same.	0.40	\$55.00	\$22.00
7/25/2018 DP	Received GRC Notice of Taking Depositions for defendants and additional deponents, i.e., Gary Schnitzer, Esq., Nancy Chen, Kevin Ghafouria, Jessica Johnson, Roger Ayala, Sean Evenden, updated files with same, served via Odyssey's electronic filing system, electronically served opposing counsels.	0.90	\$125.00	\$112.50
7/25/2018 DP	Prepared mailing for Notice of Depositions for defendants and additional deponents, i.e., Gary Schnitzer, Esq., Nancy Chen, Kevin Ghafouria, Jessica Johnson, Roger Ayala, Sean Evenden, updated matter with photocopy and postage charges; updated files with electronically served copies of Notices.	1.50	\$55.00	\$82.50
7/25/2018 DP	Scheduled court reporters for served Notices for Depositions with Litigation Services., exchanged emails regarding same, calendared depositions on Las Vegas and attorney calendars.	0.80	\$55.00	\$44.00
7/26/2018 DP	Received confirmations for scheduled court reporters for Depositions of Defendants and deponents in August; reviewed confirmation dates and times, updated deposition files with same, exchanged emails with Litigation Services for details regarding same.	0.60	\$55.00	\$33.00
7/26/2018 DP	Received filing receipt for Answer to Counterclaim from Eighth Judicial District Court updated cost files with same, expensed to matter, prepared email to accounting attached receipts for processing.	0.20	\$55.00	\$11.00
7/27/2018 EA	Drafted declarations for witnesses Amie McCarthy and Crystal Elijah-Ramos.	1.50	\$165.00	\$247.50
7/27/2018 DP	Received KAS and EEA attorney notes subsequent to interview with Crystal Elijah Ramos and Aime McCarthy; updated attorney notes electronic and hard file.	0.50	\$55.00	\$27.50

Date	Description	Hours	Rate	Total
7/27/2018	Prepared Discovery log for propounded and received written discovery. DP	1.40	\$55.00	\$77.00
7/30/2018	Finalized affidavits on behalf of witnesses Amie McCarthy & Crystal Elijah-Ramos, provided the same to EA KAS.	0.40	\$165.00	\$66.00
7/30/2018	Phone call with Nancy Haack re: upcoming depositions. KAS	0.40	\$300.00	\$120.00
7/30/2018	Updated discovery spreadsheet with Defendant's List of Witnesses and Production of Document DP Disclosures 1-8, identified dates received and bates ranges for produced documents.	1.40	\$55.00	\$77.00
Service Total: 94.80				\$15,272.00

## Expenses

Date	Description	Amount
7/2/2018	Other Fees TLO business report and UCC report on Life Real Estate LLC and business search on NRS Realty Group LLC.	\$20.00
7/10/2018	Legal Filings Receipt for Plaintiffs' (former counsel 's), Answer to Defendants' Counterclaim, in Eighth Judicial District Court.	\$4.00
7/17/2018	Postage Postage charge for Notices of Deposition for Nancy Chen and Kevin Ghafouria for July 24, 2018 to opposing counsel, one envelope at 0.68.	\$0.68
7/17/2018	Matter Cost Photocopy charge for Notices of Deposition for Nancy Chen and Kevin Ghafouria for July 24, 2018 to opposing counsel., six pages at 0.25.	\$1.50
7/23/2018	Legal Filings Filing receipt for Notice of Hearing in Eighth Judicial District Court.	\$7.00
7/23/2018	Legal Filings Filing receipt for Notice to Vacate Depositions for Nancy Chen and Kevin Ghafouria in Eighth Judicial District Court.	\$7.00
7/23/2018	Legal Filings Filing receipt for Notice to Take Depositions for Nancy Chen and Kevin Ghafouria in Eighth Judicial District Court.	\$7.00
7/26/2018	Postage Postage charge for Notice of Depositions for Defendants and deponents (scheduled for August), to opposing counsel via US Mail.	\$0.68
7/26/2018	Postage Postage charge for Notice of Depositions for Defendants and deponents (scheduled for August), to opposing counsel via US Mail.	\$0.68
7/26/2018	Matter Cost Photocopy charge for Notice of Depositions for Defendants and deponents (scheduled for August), to opposing counsel via US Mail, 18 pages at 0.25.	\$4.50
7/26/2018	Legal Filings Filing receipt for Answer to Counterclaim from Eighth Judicial District Court.	\$7.00
Expense Total: \$60.04		

Services: \$15,272.00  
 Expenses: \$60.04  
 Bill Total: \$15,332.04  
 Outstanding: \$33,810.20  
 Amount Due: **\$49,142.24**  
 Due Date: **8/31/2018**

Shumway Van  
8 E 300 S #550  
Salt Lake City, UT 84111  
P: (801) 478-8080  
F: (801) 478-8088

# SHUMWAY • VAN

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Matter: **Nancy, Haack and NRS Realty Group, LLC  
vs. Sean Evenden and Roger Ayala**

Trust Balance: \$0.00

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#:	<b>113995</b>
Date:	9/4/2018
Bill Total:	\$12,334.87
Outstanding:	\$35,542.24
Amount Due:	<b>\$47,877.11</b>
Due Date:	<b>10/4/2018</b>

You may pay this invoice by:

1. Mailing a check to our address indicated above. ***Please make all checks payable to: Shumway Van***
2. [Pay Online](#)
3. Pay-by-Phone: **(800) 868-1341**

*\*We accept all major credit cards.*

Questions about your invoice: **(801) 478-8080**



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To do so please send an email to [clientservices@shumwayvan.com](mailto:clientservices@shumwayvan.com)

Thank you for your valued business! We greatly value your trust and confidence and sincerely appreciate your loyalty to our business. Please consider using our law firm for all of your legal needs and we appreciate any referrals that you might make. The following is a list of our legal practice areas for your reference:

Litigation Services - Transactional Services - Business Law - Construction Law  
Entrepreneurial Services - Family Law - Finance - Immigration Law - Personal Injury  
Real Estate Law - Securities Law & Litigation - Technology Law - Trusts & Estates



## Recent Payments - *Thank You!*

Date	Bill	Amount	Details
8/30/2018	111358	\$9,600.00	Check #2670

## Outstanding Bills

Date	Bill	Amount	Payments	Outstanding
6/2/2018	111358	\$25,916.67	\$19,844.86	\$6,071.81
7/3/2018	112230	\$14,138.39	\$0.00	\$14,138.39
8/1/2018	113047	\$15,332.04	\$0.00	\$15,332.04
				\$35,542.24

## Services

Date	Description	Hours	Rate	Total
8/1/2018 KAS	Follow up emails with opposing counsel's office re: prior disclosures.	0.20	\$0.00	\$0.00
8/1/2018 KAS	Prepared for deposition of Gary Schnitzer.	0.50	\$300.00	\$150.00
8/1/2018 GC	Discussed upcoming depositions and tasks with KAS; Reviewed and highlighted differences between drafts of operating agreement per KAS, discussed differences with KAS.	1.30	\$55.00	\$71.50
8/2/2018 KAS	Drafted deposition questions for Nancy C., Kevin G., and Gary Schnitzer Depositions.	3.50	\$55.00	\$192.50
8/2/2018 GC	Discussed upcoming depositions and tasks with KAS.	0.10	\$55.00	\$5.50
8/2/2018 KAS	Exchanged emails with Nancy re: litigation meeting.	0.10	\$0.00	\$0.00
8/2/2018 KAS	Exchanged emails with opposing counsel's office re: exchange of discovery documents.	0.10	\$300.00	\$30.00
8/3/2018 KAS	Client meeting re: case strategy.	2.00	\$0.00	\$0.00
8/3/2018 DP	Attached court reporter confirmation for Gary Schnitzer, Kevin Ghafouria and Nancy Chen to calendared deposition events on August 7, 2018	0.20	\$0.00	\$0.00
8/3/2018 DP	Prepared Notices to Vacate Deposition for Kevin Ghafouria and Nancy Chen; submitted to KAS for review and execution; contacted Litigation Services and cancelled court reporters.	0.80	\$0.00	\$0.00
8/3/2018 DP	Received KAS executed Notice of Depositions for Kevin Ghafouria and Nancy Chen; updated files with same, submitted to Clark County District Court via electronic service, to opposing counsels; prepared email to Patrick Sheehan, Esq., attached same.	0.40	\$0.00	\$0.00
8/6/2018 DP	Received court electronically served copies of Notices to Vacate the Depositions for Kevin Ghafouria and Nancy Chen, updated files with same.	0.20	\$0.00	\$0.00
8/6/2018 DP	Met with MCV, KAS, BDH and staff re: vacated depositions and deposition going forward for Gary Schnitzer; updated calendar with vacated deposition, cancelled court reporter for Nancy Chen and Kevin Ghafouria.	0.40	\$0.00	\$0.00
8/6/2018 DP	Received KAS executed Subpoena Duces Tecum to Custodian of Records for Chase Bank, submitted to Junes via E-Way electronic delivery system, for personal service and hand delivery to Custodian of Records for Chase Bank, completed web pages for same, received work order, updated files with outgoing documents.	0.80	\$55.00	\$44.00
8/6/2018 CG	Ran TLO trace report on Jennifer Garcia and saved results to file; emailed a copy to KAS and DP.	0.20	\$55.00	\$11.00

Date	Description	Hours	Rate	Total
8/6/2018 DP	Received KAS executed Subpoena to Testify at a Deposition in a Civil Action for Jennifer Garcia at JPMorgan Chase Bank, updated files, submitted for personal service via Junes Legal runner services, completed E-Way web pages with instructions for service of same, attached Subpoena and secondary address information; calendared deposition, scheduled court reporter for deposition with Litigation Services.	1.10	\$55.00	\$60.50
8/6/2018 DP	Received Plaintiffs Fifth Supplemental Disclosures of Witnesses and Production of Documents Pursuant to NRCP 16.1, submitted to Eighth Judicial District Court via Odyssey's electronic service, completed web pages, served opposing counsel; prepared email to Patrick Sheehan with same, prepared mailing for Disclosures, expensed postage and photocopy fees.	0.90	\$55.00	\$49.50
8/6/2018 KAS	Drafted 5th Supplemental Production of Documents and Witnesses.	0.30	\$300.00	\$90.00
8/6/2018 KAS	Drafted Subpoena Duces Tecum to JP Morgan Chase and Deposition Subpoena to Jennifer K. Garcia.	0.70	\$300.00	\$210.00
8/7/2018 KAS	Revised affidavits of Irma D., Jefrie F., Amie M., and Crystal E.	1.50	\$0.00	\$0.00
8/7/2018 KAS	phone call with Nancy Haack re: deposition of Gary Schnitzer.	0.20	\$0.00	\$0.00
8/7/2018 GC	Calls from Ms. Haack re: deposition; discussed deposition with KAS.	0.10	\$165.00	\$16.50
8/7/2018 KAS	Prepared for and took deposition of Gary Schnitzer, Esq.	0.50	\$300.00	\$150.00
8/7/2018 DP	Prepared drafts of Notice of Subpoena Duces Tecum for Custodian of Records for Chase Bank and for Subpoena for Deposition of Jennifer Garcia, attached subpoenas to Notices, submitted to KAS for execution.	0.80	\$55.00	\$44.00
8/7/2018 DP	Received KAS executed Notices of Issuance of Subpoena Duces Tecum to JPMorgan Chase Bank and Subpoena for Deposition for Jessica Garcia, updated files, submitted to Eighth Judicial District Court via Odyssey's electronic filing system, completed web pages for same, submitted Notices via US Mail, updated files with postage and photocopy fees, received court filed copy of Notices, updated files with same; accessed filing receipt, expensed matter; prepared email to accounting with filing receipt for processing.	1.10	\$55.00	\$60.50
8/7/2018 DP	Created hard file for seal depositions with disks for Sallee Miller. Michael Rebarchick, Sandra Palma, and Ryan Rebarchick.	0.20	\$55.00	\$11.00
8/8/2018 KAS	Culled and prepared documents for final production deadline.	1.50	\$0.00	\$0.00
8/9/2018 GC	Discussed discovery with KAS.	0.10	\$0.00	\$0.00
8/9/2018 KAS	Reviewed and assembled documents for final production deadline, 450 pages of financial documents exchanged between Jessica Johnson and Joe Leauanae.	3.50	\$55.00	\$192.50
8/9/2018 DP	Updated electronic files with mailed copy of Plaintiffs Fifth Supplemental Disclosures and Subpoena Duces Tecum to JPMorgan Chase Bank, expensed postage and photocopies to matter.	0.40	\$55.00	\$22.00
8/9/2018 DP	Received via electronic service from Eighth Judicial District Court, Defendants' Responses to Plaintiffs Second Set of Requests for Admissions to Sean Evenden and Roger Ayala; updated files and discovery matrix with dates for same, prepared email to KAS.	0.40	\$55.00	\$22.00
8/10/2018 DP	Received client documents from Nancy Haack received on August 10, 2018; reviewed documents for content, re titled documents, i.e., Secretary of State information for entities and real estate brokers licensing information, and agent listings.	0.80	\$55.00	\$44.00
8/13/2018 KAS	Document review for supplemental production.	1.50	\$55.00	\$82.50
8/13/2018 DP	Met with KAS and team discussed tentative depositions and depositions going forward in August, i.e., Jessica Johnson, Sean Evenden and Roger Ayala.	0.20	\$55.00	\$11.00
8/14/2018 DP	Reviewed client documents, i.e., agent listings, Secretary of State documents, Life Realty ads, reviewed documents for client handwritten notes removed same.	0.80	\$0.00	\$0.00
8/15/2018 DP	Received telephone correspondence from Amie McCarthy re: email address for execution of Affidavit; prepared email to KAS with details for same.	0.20	\$55.00	\$11.00
8/15/2018 DP	Prepared Plaintiffs Sixth Supplemental Disclosures, reviewed documents for client notes, redacted same; applied bates to docs --- identified supplemental disclosures in statement.	2.50	\$125.00	\$312.50

Date	Description	Hours	Rate	Total
8/15/2018 KAS	Culled documents for supplemental production, prepared for deposition of Roger Ayala and Sean Evenden.	5.00	\$55.00	\$275.00
8/16/2018 GC	Discussed discovery with KAS; Discussed accounting issues with KAS.	0.20	\$55.00	\$11.00
8/16/2018 DP	Received email from Amie McCarthy re: execution of Declaration and attached email chain between Amie McCarthy, Roger Ayala and Nancy Haack; updated files with same, copied KAS.	0.20	\$55.00	\$11.00
8/16/2018 DP	Applied bates numbering to email received from Amie McCarthy on August 15, 2018, finalized re-titling Plaintiffs' Sixth Supplemental disclosure documents; received executed Declaration from Amie McCarthy updated electronic and hard files with same; prepared email to KAS with attached; reviewed notes and redacted on Initial List and SSN's on tax return, electronically served Plaintiff's Sixth Supplemental Disclosure of Witnesses and Documents via Odyssey's electronic service.	2.10	\$55.00	\$115.50
8/16/2018 KAS	phone call with Nancy re: upcoming depositions, email with opposing counsel re: same, finalized 6th Supplemental Production,	4.50	\$55.00	\$247.50
8/17/2018 DP	Prepared Notice to Vacate Deposition of Jessica Johnson on August 21, 2018 at 10:00 am; cancelled court reporter for same, submitted Notice to GRC for execution of same, filed Notice in Eighth Judicial District Court via Odyssey's electronic filing system, completed web pages filed Notice.	0.80	\$125.00	\$100.00
8/17/2018 DP	Accessed filing receipt for Notice to Vacate Deposition for Jessica Johnson, in Eighth Judicial District Court, updated cost files with same, prepared email to accounting attached same.	0.20	\$55.00	\$11.00
8/18/2018 KAS	Met with Nancy Haack re: depo prep for upcoming depositions.	3.50	\$55.00	\$192.50
8/19/2018 KAS	Prepared for Depositions of Roger Ayala and Sean Evenden.	6.00	\$55.00	\$330.00
8/20/2018 GC	Discussed upcoming deposition and documents produced with KAS.	0.10	\$55.00	\$5.50
8/20/2018 KAS	Prepared for depositions Roger Ayala and Sean Evenden.	7.50	\$55.00	\$412.50
8/20/2018 KAS	Prepared for Roger Ayala Deposition.	4.00	\$0.00	\$0.00
8/20/2018 DP	Corresponded with Amie McCarthy re: Affidavit for Crystal; received email from Litigation Services re: confirmation of deposition of Jessica Johnson, notified of vacated deposition for same; confirmed depositions for Roger Ayala and Sean Evenden, copied KAS.; updated calendar.	0.60	\$55.00	\$33.00
8/20/2018 DP	Prepared attorney reference binder and witness exhibits for deposition for Roger Ayala; organized and assembled exhibits for same, reviewed exhibits 1-46 confirmed bates numbering with revised exhibits, continued to assemble additional exhibits for attorney reference binder and witness files.	5.50	\$55.00	\$302.50
8/20/2018 DP	Received correspondence from JPMorgan Chase regarding Subpoena Duces Tecum objections; updated files with same, prepared email to team attached same.	0.20	\$55.00	\$11.00
8/20/2018 EA	Called witnesses Randi and Kevin re potential statements, began drafted up the same, discussed the same with KAS.	0.40	\$165.00	\$66.00
8/21/2018 KAS	Took deposition of Roger Ayala.	5.50	\$300.00	\$1,650.00
8/21/2018 KAS	Deposition preparation for Roger Ayala.	3.50	\$55.00	\$192.50
8/21/2018 DP	Assisted KAS with finalization's for preparations for Deposition of Roger Ayala, i.e, continued to organize and assemble additional exhibits , 1-46, corresponded with witnesses Irma Duafala, and Crystal Ramos, prepared revisions to Ms. Duafala's Declaration, emailed same to witness for execution.	3.50	\$55.00	\$192.50
8/21/2018 DP	Prepared disk with Plaintiffs' Sixth Supplemental Disclosures, labeled disk, attached hard copy of Disclosures, assembled for delivery to opposing counsel.	0.80	\$55.00	\$44.00
8/21/2018 DP	Calculated photocopy fees for attorney reference binder and witness exhibits for Deposition of Roger Ayala, updated attorney notes file with EEA notes re: interview with Randy Orzoff.	0.40	\$55.00	\$22.00
8/22/2018 KAS	Deposition preparation for deposition of Sean Evenden.	7.00	\$55.00	\$385.00
8/22/2018 KAS	Deposition preparation for deposition of Sean Evenden.	3.00	\$0.00	\$0.00
8/22/2018 GC	Discussed deposition of Roger Ayala with KAS; Discussed disclosures with KAS; Discussed defendants' disclosures with KAS.	0.30	\$55.00	\$16.50

Date	Description	Hours	Rate	Total
8/22/2018 DP	Exchanged emails with Litigation Services, Inc., re: confirmation of court reporting services for deposition of Sean Evenden, August 23, 2018, copied KAS.	0.20	\$55.00	\$11.00
8/22/2018 DP	Reviewed Eighth Judicial District Court docket confirmed calendar call date, vacated prior calendar call and Trial Date, updated calendar with new dates for same.	0.40	\$55.00	\$22.00
8/22/2018 DP	Received additional documents from KAS re: deposition for Sean Evenden; updated files with same; prepared Plaintiffs' Seventh Supplement.	0.80	\$125.00	\$100.00
8/22/2018 PL	Processed check request in the amount of \$68.00 for Junes Legal. Emailed Accounting and notified DP.	0.20	\$0.00	\$0.00
8/22/2018 DP	Received Anthem Forensics invoice no. 3270 for \$4,960.50, prepared correspondence to client for KAS execution for payment on same, deposited in US Mail, updated correspondence and mail files with same; expensed postage to matter.	0.60	\$55.00	\$33.00
8/22/2018 DP	Prepared attorney reference binder and witness exhibits for deposition for Sean Evenden, organized and assembled exhibits for same.	2.50	\$55.00	\$137.50
8/23/2018 EA	Phone correspondence with Randi Orzoff and Kevin Carner re statement, drafted the same, discussed the same with client, KAS.	1.60	\$165.00	\$264.00
8/23/2018 GC	Discussed deposition of Sean Evenden with KAS.	0.20	\$55.00	\$11.00
8/23/2018 DP	Assembled additional exhibits into attorney reference binder and witness exhibit files; assisted with accommodations for deposition.	2.10	\$55.00	\$115.50
8/23/2018 DP	Advised with KAS, prepared witness check for Jessica Johnson, witness for deposition on August 24, 2018, prepared check request for same submitted to accounting, received court reporter confirmation for Deposition of Jessica Garcia, via email, responded affirmatively; received additional exhibit for Plaintiffs Seventh Supplemental Disclosures, i.e., email correspondence from Roger Ayala dated February 14, 2017, re: Meeting; scanned to Discovery file, re-titled correspondence, calculated photocopy fees for attorney reference binder, expensed to matter.	1.10	\$55.00	\$60.50
8/23/2018 KAS	Took Deposition of Sean Evenden.	4.50	\$300.00	\$1,350.00
8/23/2018 DP	Coordinated with EEA and KAS re: execution of Declarations for identified witnesses for Disclosures; prepared bates numbering to Plaintiffs Seventh Supplemental Disclosures; identified documents on Disclosure Statement for KAS; cancelled court reporters and witness check, prepared correspondence to accounting re: same.	2.10	\$125.00	\$262.50
8/23/2018 KAS	Prepared for Deposition of Sean Evenden.	2.00	\$55.00	\$110.00
8/24/2018 GC	Discussed disclosures and close of discovery with KAS and MCV; Discussed disclosure language with KAS.	0.30	\$55.00	\$16.50
8/24/2018 DP	Identified Plaintiffs' Seventh supplemental disclosure documents on disclosure statement, applied bates numbering to HAA00943-HAA001180; reviewed documents for evidence of client attorney privilege and confidential information, redacted same, continued to organize disclosure documents, identified on disclosure statement, prepared email to opposing counsel attached same.	3.50	\$55.00	\$192.50
8/24/2018 DP	Corresponded with Randi Orzoff re: execution of Affidavit; prepared revisions to same, submitted to witness for execution, prepared email to KAS and EEA re: same, updated discovery files.	0.40	\$55.00	\$22.00
8/24/2018 DP	Continued to redact and bates additional supplemental documents for Seventh Disclosures.	2.80	\$55.00	\$154.00
8/24/2018 KAS	Compiled documents for final disclosures, exchanged emails and phone calls with Nancy Haack re: same, exchanged emails and phone calls with Joe Leauanae re: additional financial reports to run and final report, drafted final disclosures.	4.50	\$300.00	\$1,350.00
8/27/2018 EA	Email correspondence to witness (Carner) re statement, discussed follow up with Carner/Orzoff witnesses with DP. Revised statement for Carner, sent the same, discussed revisions to Orzoff statement with DP.	0.90	\$165.00	\$148.50
8/27/2018 DP	Prepared Errata, (for additional Declaration received from Randi Orzoff, witness), to Plaintiffs' Seventh Supplemental Disclosures of Witness and Documents for Affidavit of Randi Orzoff; advised with KAS, submitted for execution of same; electronically served in Eighth Judicial District Court to opposing counsel, received electronically served copy, updated files with same.	0.50	\$125.00	\$62.50
8/27/2018 DP	Submitted Plaintiff's Sixth Supplemental Disclosures of Witnesses and Documents via US Mail, updated outgoing files with same.	0.40	\$55.00	\$22.00

Date	Description	Hours	Rate	Total
8/27/2018	Received Defendants Supplemental Documents for Tenth Supplement on disk; downloaded same; DP prepared email to team notified of documents received, updated correspondence and mail files with incoming supplemental documents, tasked mail.	0.60	\$55.00	\$33.00
8/28/2018	Received electronic deposition transcript and exhibits from Litigation Services, Inc., regarding Deposition of Gary E. Schnitzer, Esq., created files for same, downloaded transcript with exhibits.	0.20	\$55.00	\$11.00
8/29/2018	Received Litigation Services statement for invoice no. 1239239 for \$525.00, contacted representative confirmed invoice outstanding; prepared check request for same, submitted to accounting, expensed to matter.	0.50	\$55.00	\$27.50
8/29/2018	Met with Nancy Haack, received client check payable to Shumway Van for \$9,600.00; advised with KAS, updated electronic and hard files with copy of same; forwarded to PL; received client coded documents for Operating Agreement Violations, Affidavits to NVRED, Affidavits by Realtors, etc., for attorney reference for continued litigation of matter.	0.30	\$55.00	\$16.50
8/30/2018	Scanned client documents to attorney notes file, i.e., Operating Agreement Violations, Affidavits to NVRED, Affidavits by Realtors, et. al, created electronic files organized and retitled client documents, tabs 1-12; assembled hard copies into attorney reference binder organized documents with existing tabs.	3.50	\$55.00	\$192.50
Service Total:			131.60	\$11,246.00

## Expenses

Date	Description	Amount
8/6/2018	Legal Research Ran TLO trace report on Jennifer Garcia.	\$5.00
8/7/2018	Legal Filings Filing receipt for Notices of Issuance of Subpoena Duces Tecum to JPMorgan Chase Bank and Subpoena for Deposition for Jessica Garcia, in Eighth Judicial District Court.	\$7.00
8/9/2018	Postage Postage charge for Plaintiffs Fifth Supplemental Disclosures and Subpoena Duces Tecum to JPMorgan Chase Bank, via US Mail to opposing counsel.	\$0.94
8/9/2018	Matter Cost Photocopy charge for 28 pages for Plaintiffs Fifth Supplemental Disclosures and Subpoena Duces Tecum to JPMorgan Chase via US Mail to opposing counsel.	\$7.00
8/17/2018	Legal Filings Filing receipt for Notice to Vacate Deposition for Jessica Johnson, in Eighth Judicial District Court, updated cost files with same, prepared email to accounting attached same.	\$7.00
8/21/2018	Matter Cost Photocopy fee for KAS attorney reference binder and two witness redwell exhibits, 1-46 for Deposition of Roger Ayala, 205 pages, (four sets) at 0.25.	\$205.00
8/22/2018	Runner Service Fees Check requested for Junes Legal in the amount of \$68.00.	\$68.00
8/22/2018	Postage Postage charge for KAS correspondence to client re: payment on Anthem Forensics invoice no 03270.	\$0.68
8/23/2018	Matter Cost Photocopy charge for 195 pages, (four sets), at 0.25, for KAS attorney reference binder, and witness exhibits, 1-49, for Deposition of Sean Evenden.	\$195.00
8/27/2018	Postage Postage charge for Errata with Plaintiff's Seventh Supplemental Disclosures of Witnesses and Documents via US Mail.	\$68.00
8/29/2018	Witness Fees & Costs Payment on invoice no. 1239239 for \$525.25 for original copy of deposition transcript for Michael Rebarchick from Litigation Services, Inc.	\$525.25
Expense Total:		\$1,088.87

Services: \$11,246.00  
 Expenses: \$1,088.87  
 Bill Total: \$12,334.87  
 Outstanding: \$35,542.24  
 Amount Due: **\$47,877.11**  
 Due Date: **10/4/2018**



Shumway Van  
8 E 300 S #550  
Salt Lake City, UT 84111  
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# SHUMWAY • VAN

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Matter: **Nancy, Haack and NRS Realty Group, LLC  
vs. Sean Evenden and Roger Ayala**

Trust Balance: \$0.00

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#:	<b>114978</b>
Date:	10/3/2018
Bill Total:	\$17,342.79
Outstanding:	\$47,877.11
Amount Due:	<b>\$65,219.90</b>
Due Date:	<b>11/2/2018</b>

You may pay this invoice by:

1. Mailing a check to our address indicated above. ***Please make all checks payable to: Shumway Van***
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Thank you for your valued business! We greatly value your trust and confidence and sincerely appreciate your loyalty to our business. Please consider using our law firm for all of your legal needs and we appreciate any referrals that you might make. The following is a list of our legal practice areas for your reference:

Litigation Services - Transactional Services - Business Law - Construction Law  
Entrepreneurial Services - Family Law - Finance - Immigration Law - Personal Injury  
Real Estate Law - Securities Law & Litigation - Technology Law - Trusts & Estates

## Outstanding Bills

Date	Bill	Amount	Payments	Outstanding
6/2/2018	111358	\$25,916.67	\$19,844.86	\$6,071.81
7/3/2018	112230	\$14,138.39	\$0.00	\$14,138.39
8/1/2018	113047	\$15,332.04	\$0.00	\$15,332.04
9/4/2018	113995	\$12,334.87	\$0.00	\$12,334.87
				\$47,877.11

## Services

Date	Description	Hours	Rate	Total
9/4/2018 EA	Organized hard file in office to consolidate with remainder of file.	0.10	\$55.00	\$5.50
9/6/2018 DP	Received and reviewed deposition transcripts for Sean Evenden, full and condensed with exhibits, from transcript specialist Jennifer Takatsuno, downloaded transcripts with exhibits 1-21, created electronic files, organized documents.	0.80	\$125.00	\$100.00
9/6/2018 DP	Received invoice from JPMorgan Chase Bank re: subpoena duces tecum costs associated with response to production of documents; updated files with same, advised with KAS, received approval for payment on same.	0.40	\$125.00	\$50.00
9/7/2018 KAS	Reviewed client documents, outlined statement of undisputed facts.	1.50	\$300.00	\$450.00
9/7/2018 GC	Discussed dispositive motions deadline with KAS.	0.10	\$55.00	\$5.50
9/7/2018 DP	Prepared check request for payment to JPMorgan Chase for costs associated with production of documents related to response to subpoena duces tecum request by Plaintiff; updated cost files with check request and invoice, submitted to accounting for processing, expensed \$77.92 cost to matter, created new business payee in Curo.	0.60	\$125.00	\$75.00
9/7/2018 DP	Received Litigation Services invoices no. 1256227 and 1254312 for deposition transcripts for Roger Ayala and Gary E. Schnitzer, Esq., respectively, prepared check requests for same; attached with invoices, prepared email to accounting attached requests for processing; expensed costs to matter.	0.90	\$125.00	\$112.50
9/7/2018 KAS	Phone call with Nancy Haack.	0.70	\$300.00	\$210.00
9/10/2018 GC	Discussed summary judgment with KAS.	0.10	\$55.00	\$5.50
9/10/2018 DP	Received Defendants Opposition to Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim or Alternatively a Countermotion for Leave to Amend; updated files with same, calendared Reply deadline.	0.30	\$125.00	\$37.50
9/10/2018 KAS	Drafted Statement of Facts for Motion for Summary Judgment.	5.50	\$300.00	\$1,650.00
9/11/2018 KAS	Continued Drafting Statement of Facts, culling documents and exhibits for same.	4.00	\$300.00	\$1,200.00
9/11/2018 KAS	Continued Drafting Statement of Facts, culling documents and exhibits for same.	2.50	\$55.00	\$137.50
9/11/2018 GC	Discussed operating agreement argument for summary judgment with KAS.	0.20	\$55.00	\$11.00
9/11/2018 KAS	Phone call with Nancy Haack re: motion for summary judgment.	0.20	\$300.00	\$60.00
9/11/2018 DP	Received transcript disk re: Deposition of Roger Ayala, from Litigation Services, Inc., updated hard files with same; uploaded electronic version of transcript with exhibits to discovery and witness files, retitled and organized transcript versions, i.e., full, condensed, text.	0.80	\$125.00	\$100.00

Date	Description	Hours	Rate	Total
9/11/2018 DP	Prepared copies of condensed transcripts for Sean Evenden and Roger Ayala for KAS review.	0.40	\$55.00	\$22.00
9/12/2018 KAS	Continued Drafting Statement of Facts, culling documents and exhibits for same.	12.00	\$55.00	\$660.00
9/12/2018 DP	Received check no. 63409 for \$1,760.30, payee Litigation Services, prepared correspondence to same, attached check, updated files with outgoing documents, submitted via US Mail, expensed photocopies and postage to account; updated hard files with costs.	0.80	\$125.00	\$100.00
9/12/2018 DP	Received check no. 63408 for \$77.92 payee JPMorgan Chase Bank, N.A., prepared correspondence to same, attached check, updated files with outgoing documents, submitted via US Mail, expensed photocopies and postage to account; updated hard files with costs; telephone call to JPMorgan Chase and confirmed mailing address as 7610 West Washington, Indianapolis, Indiana.	0.90	\$125.00	\$112.50
9/12/2018 DP	Received KAS and EEA attorney notes related to Irma Duafala and Jefrie Fulton interview from SW, updated electronic and hard files with same, re-titled documents for attorney reference.	0.80	\$55.00	\$44.00
9/13/2018 EA	Drafted declaration for Nancy, researched additional law for motion for summary judgment, assisted with drafting the same, discussed same with KAS.	3.90	\$165.00	\$643.50
9/13/2018 DP	Submitted Filings to Eighth Judicial District Court, i.e., Motion for Partial Summary Judgment as to Defendants Counterclaims, Motion for Summary Judgment as to Plaintiffs Claims, Omnibus Appendix of Exhibits, Declaration of KAS Regarding Omnibus Appendix of Exhibits, and Omnibus Appendix of Exhibits, completed web pages for same, filed motions and pleadings, with lead documents and attachments for same.	2.50	\$125.00	\$312.50
9/13/2018 DP	Drafted and prepared Omnibus Appendix of Exhibits to Plaintiffs' Motions for Summary Judgment, identified exhibits 1-49 within pleading, coordinated with KAS re: production of documents, identified documents for exhibits, i.e., exhibits such as declarations of witnesses, correspondence between client and defendants,, e.g., emails and texts, Office Leases and amendments to same, and other related documents.	3.60	\$125.00	\$450.00
9/13/2018 DP	Drafted and Prepared Declaration of Karl A. Shelton, Esq., Regarding Plaintiffs Omnibus Appendix of Exhibits to Oppositions to Motions for Summary Judgment, reviewed exhibits on appendix 1-49, identified authenticated documents, i.e, deposition transcript exhibits and related information, documents authenticated by defendants, regarding production of documents and discovery; witness executed declarations, incorporated same within KAS declaration, submitted same for review and execution.	3.60	\$125.00	\$450.00
9/13/2018 DP	Assembled exhibits for Omnibus Appendix., e.g., organized numerically 1-49 with electronic exhibit pages, split voluminous exhibits for appropriate District Court filing requirements, coordinated with KAS, re: completion of same.	0.90	\$125.00	\$112.50
9/13/2018 KAS	Continued Drafting Statement of Facts, culling documents and exhibits for same.	6.00	\$300.00	\$1,800.00
9/13/2018 KAS	Finalized Statement of Facts, Edited footnotes to same, revised and edited Declaration of KAS, revised and edited Motion for Partial Summary Judgement for Counterclaims, revised and edited Motion for Partial Summary Judgment for Plaintiffs' Claims, revised and edited Omnibus Appendix of Exhibits.	7.00	\$55.00	\$385.00
9/13/2018 GC	Discussed motion for partial summary judgment with KAS; Began drafting motion for partial summary judgment; Drafted motion for partial summary judgment; Began drafting second motion for partial summary judgment, discussed with KAS; Discussed statement of facts with KAS; revised and drafted motions for partial summary judgment, discussed with KAS.	6.60	\$165.00	\$1,089.00
9/13/2018 DP	Received disk transcript for Sean Evenden via US Mail, confirmed upload of exhibits, updated hard files with CD., received client executed Declaration of Nancy L. Haack; updated electronic and hard files, prepared email to KAS, attached same, reviewed Register of Actions and confirmed filing of Stipulation and Order.	0.80	\$55.00	\$44.00
9/13/2018 DP	Advised with KAS re: instructions and details for Omnibus Appendix and KAS Declaration regarding Appendix; in preparation for drafting same.	0.40	\$55.00	\$22.00
9/14/2018 DP	Accessed Eighth Judicial District Court filing receipts for filed pleadings and motions, calculated and expensed fees to matter, updated cost files with receipts, submitted to accounting for processing; organized pleading and motion files.	2.50	\$125.00	\$312.50
9/14/2018 KAS	Received email from Nancy Haack re: She hasn't received K-1 for NRS, emailed opposing counsel requesting an update as to when they would be available and for the accountant's contact information.	0.20	\$300.00	\$60.00
9/14/2018 GC	Discussed summary judgment motions with KAS.	0.20	\$165.00	\$33.00

Date	Description	Hours	Rate	Total
9/17/2018 DP	Received court filed copies of Omnibus Appendix of Exhibits, with attachments 1-23 and 24-49, Declaration of KAS regarding Plaintiffs Omnibus Appendix of Exhibits, Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims and Defendants Counterclaims, reviewed notice of motions for hearing date and time, calendared motions dated, updated files with same.	1.50	\$55.00	\$82.50
9/17/2018 DP	Received client email requesting copies of Motions for Summary Judgment and Statement of Undisputed Facts, coordinated with KAS, prepared email to client attached court filed copies of pleadings.	0.30	\$55.00	\$16.50
9/18/2018 KAS	Met with DP re: responding to client's request re: trial date.	0.20	\$55.00	\$11.00
9/18/2018 GC	Discussed upcoming hearing with KAS.	0.10	\$55.00	\$5.50
9/19/2018 KAS	Emailed DP re: preparing letter to Nancy re: Anthem Forensics invoice.	0.20	\$55.00	\$11.00
9/19/2018 EA	Drafted Reply in Support of Motion to Strike Claims in Defendants Counterclaim, discussed same with KAS.	3.10	\$165.00	\$511.50
9/19/2018 DP	Advised with KAS re: remaining discovery deadlines, i.e., motions in limine, researched electronic files for stipulation between counsels, filed Stipulation and Order to Extend Discovery, and current scheduling order, provided same for KAS reference with regards to further litigation of the matter; responded to client email regarding exact trial date, copied KAS.	0.90	\$55.00	\$49.50
9/19/2018 DP	Received Anthem Forensics invoice no. 03330 for \$17,454.00, in KAS email, updated files with same, prepared correspondence to client for payment on same, received KAS edits to correspondence, revised same, prepared for mailing, applied postage, updated correspondence files with mailed documents, expensed postage and photocopy fees to matter.	1.30	\$125.00	\$162.50
9/19/2018 DP	Prepared Certificates of Service for Plaintiffs Omnibus Statement of Undisputed Facts, and Appendix, Declaration of KAS in Support, Prepared Notice of Motions for Plaintiffs' Motion for Partial Summary Judgment as to Plaintiff and Defendants Counterclaims, submitted to KAS for execution.	1.20	\$125.00	\$150.00
9/19/2018 DP	Received Plaintiffs' Reply in Support of their Motion to Strike Claims in Defendants' First Amended Counterclaim, completed Certificate of Service, updated files with executed copy, submitted to Eighth Judicial District Court via Odyssey's filing system, completed web pages for same, served opposing counsel, accessed filing receipt, submitted same via US Mail to opposing counsel, updated files with outgoing documents.	0.90	\$125.00	\$112.50
9/19/2018 KAS	Outlined Reply to Opposition to Motion to Strike, met with ENC re: drafting same, reviewed and revised draft of same.	0.70	\$300.00	\$210.00
9/20/2018 DP	Received KAS executed Notice of Hearing, updated files with executed original, submitted to Eighth Judicial District Court along with Certificate of Service regarding Plaintiffs' Statement of Facts and Omnibus Appendix, via Odyssey's electronic filing system, completed web pages for same, served opposing counsel electronically; prepared disk with Omnibus Appendix documents, downloaded same, labeled disk for attorney reference, prepared mailing for Plaintiffs Statement of Facts, Omnibus Appendix, and Declaration of KAS in Support of Omnibus Appendix, attached disk, updated files with submitted documents, applied postage and photocopy charges to matter.	1.60	\$125.00	\$200.00
9/20/2018 DP	Received court filed copies of Notice of Hearing on Motions, and Certificate of Service, updated files with same.	0.20	\$55.00	\$11.00
9/20/2018 DP	Received correspondence from Mr. Sheehan's office re: court filed exhibits 1-23; downloaded copy of same, forwarded to opposing counsel, copied KAS.	0.20	\$125.00	\$25.00
9/24/2018 DP	Reviewed Order Re-Setting Civil Bench Trial, calculated and calendared Motions in Limine, oppositions and reply deadlines for same based on November 13, trial date; trial date to be confirmed on November 6, calendar call.	0.50	\$125.00	\$62.50
9/24/2018 DP	Prepared hearing binder for Motion to Strike with related pleadings, i.e., Opposition and Reply, tabbed and index pleadings; contacted Ms. Haack confirmed hearing date and time.	1.50	\$125.00	\$187.50
9/24/2018 DP	Prepared email to Ms. Haack attached attorney reference binder pleadings for client reference for Motion to Strike hearing, i.e., Plaintiffs' Motion to Strike Claims in Defendant's in First Amended Counterclaim, Defendants Opposition and Plaintiffs' Reply in Support.	0.50	\$55.00	\$27.50
9/24/2018 KAS	Outlined oral argument for hearing on Motion to Strike Counterclaims, researched additional case law and drafted Oral Arguments.	1.50	\$300.00	\$450.00
9/24/2018 EA	Assisted KAS with retrieving case for hearing on motion to strike.	0.10	\$0.00	\$0.00

Date	Description	Hours	Rate	Total
9/25/2018 AW	Check Request sent to Accounting re: Invoice #DR286195, \$47.00 payable to Junes Legal Service.	0.20	\$0.00	\$0.00
9/25/2018 DP	Calculated photocopy fee for attorney reference binder for Motion to Strike Claims in Defendants' First Amended Counterclaim, hearing, expensed to matter.	0.20	\$55.00	\$11.00
9/25/2018 KAS	Prepared for and attended hearing on Motion to Strike, met with client after hearing, short phone call with client upon returning to office re: response to opposing counsel's request for extension to file an opposition to motion for summary judgment.	2.50	\$300.00	\$750.00
9/26/2018 GC	Discussed hearing with KAS.	0.10	\$55.00	\$5.50
9/26/2018 DP	Received client correspondence re: deposition transcript for client taken on November 14, 2017, reviewed discovery files for same, prepared response to client, attached transcript, copied KAS.	0.20	\$55.00	\$11.00
9/26/2018 PL	Called Nancy Haack for payment, she said she is coming this week to bring a check.	0.10	\$0.00	\$0.00
9/27/2018 DP	Updated cost files with filing receipts for Notice of Hearing on Motions and Plaintiffs Reply in Support of Their Motion to Strike Claims in Defendants' First Amended Complaint, expensed same to matter; prepared email to accounting attached same, for processing, expensed charge to matter.	0.50	\$55.00	\$27.50
9/27/2018 DP	Received KAS parking receipt for attendance at hearing on September 25, 2018 at Regional Justice Center for Motion to Strike Claims in Defendants; First Amended Counterclaim; updated cost files with receipt, prepared check request for same, submitted to accounting for processing.	0.40	\$55.00	\$22.00
9/28/2018 DP	Received Litigation Services, Inc., invoice no. 1256662 for \$954.45, updated cost files with same; prepared email with attached check request, and invoice to accounting for processing.	0.40	\$55.00	\$22.00
9/28/2018 DP	Researched cost files for prior payment on Litigation Services invoice no. 1239239, transcript for Michael Rebarchick, prepared correspondence to accounting re: check request on August 10, 2018.	0.90	\$0.00	\$0.00
9/28/2018 DP	Researched cost files for payment on Litigation Services invoice no. 1256662 for \$954.45, deposition transcript for Sean Evenden, prepared check request for payment on same, submitted to accounting for processing.	0.50	\$55.00	\$27.50
Service Total:			94.30	\$14,025.00

## Expenses

Date	Description	Amount
9/7/2018	Matter Cost Payment to JPMorgan Chase for costs associated with production of documents related to response to subpoena duces tecum, request by Plaintiff.	\$77.92
9/7/2018	Matter Cost Received Litigation Services invoices no. 1256227, \$1,454.55 and 1254312, \$305.75, for deposition transcripts for Roger Ayala and Gary E. Schnitzer, Esq., respectively.	\$1,760.30
9/12/2018	Postage Postage charge for check no. 63409 for \$1,760.30, payee Litigation Services, submitted via US Mail.	\$0.47
9/12/2018	Matter Cost Photocopy charge for check no. 63409 for \$1,760.30, payee Litigation Services, submitted via US Mail, one page.	\$0.25
9/13/2018	Legal Filings Filing receipts for Motion for Partial Summary Judgment as to Defendants Counterclaims, Motion for Summary Judgment as to Plaintiffs Claims, Omnibus Appendix of Exhibits, Declaration of KAS Regarding Omnibus Appendix of Exhibits, and Omnibus Appendix of Exhibits, in Eighth Judicial District Court.	\$440.00
9/19/2018	Postage Postage expense for Anthem Forensics invoice no. 03330 for \$17.454.00 to client.	\$0.47
9/19/2018	Postage Postage charge for mailing Plaintiffs; Reply in Support of their Motion to Strike Claims, via US Mail to opposing counsel.	\$0.68
9/19/2018	Matter Cost Photocopy charge for Plaintiffs; Reply in Support of their Motion to Strike Claims to opposing counsel.	\$1.75
9/25/2018	Runner Service Fees Check Request sent to Accounting re: Invoice #DR286195 for runner service on 7/23/2018.	\$47.00
9/25/2018	Matter Cost Photocopy charge for KAS attorney reference binder for Motion to Strike Claims on September 26, 2018, 38 pages at 0.25	\$9.50
9/27/2018	Legal Filings Filing Receipts for Notice of Hearing on Motions and Plaintiffs Reply in Support of Their Motion to Strike Claims in Defendants' First Amended Complaint, in Eighth Judicial District Court.	\$14.00
9/27/2018	Travel KAS parking receipt for attendance at hearing on September 25, 2018, at Regional Justice Center for Motion to Strike Claims in Defendants; First Amended Counterclaim.	\$11.00



Date	Description	Amount
9/28/2018	Witness Fees & Costs Deposition Transcript for Sean Evenden, from Litigation Services, Inc., invoice no. 1256662 for 954.45.	\$954.45

Expense Total: \$3,317.79

Services: \$14,025.00  
 Expenses: \$3,317.79  
 Bill Total: \$17,342.79  
 Outstanding: \$47,877.11  
 Amount Due: **\$65,219.90**  
 Due Date: **11/2/2018**

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Salt Lake City, UT 84111  
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Matter: **Nancy, Haack and NRS Realty Group, LLC  
vs. Sean Evenden and Roger Ayala**

Trust Balance: \$0.00

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#:	<b>115983</b>
Date:	11/5/2018
Bill Total:	\$15,504.39
Outstanding:	\$57,525.03
Amount Due:	<b>\$73,029.42</b>
Due Date:	<b>12/5/2018</b>

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Thank you for your valued business! We greatly value your trust and confidence and sincerely appreciate your loyalty to our business. Please consider using our law firm for all of your legal needs and we appreciate any referrals that you might make. The following is a list of our legal practice areas for your reference:

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Entrepreneurial Services - Family Law - Finance - Immigration Law - Personal Injury  
Real Estate Law - Securities Law & Litigation - Technology Law - Trusts & Estates

## Recent Payments - *Thank You!*

Date	Bill	Amount	Details
10/15/2018	111358	\$4,071.81	Credit Card
10/15/2018	112230	\$928.19	Credit Card
10/22/2018	112230	\$694.87	Check #5467

## Outstanding Bills

Date	Bill	Amount	Payments	Outstanding
7/3/2018	112230	\$14,138.39	\$1,623.06	\$12,515.33
8/1/2018	113047	\$15,332.04	\$0.00	\$15,332.04
9/4/2018	113995	\$12,334.87	\$0.00	\$12,334.87
10/3/2018	114978	\$17,342.79	\$0.00	\$17,342.79
				\$57,525.03

## Services

Date	Description	Hours	Rate	Total
10/1/2018 GC	Discussed trial and upcoming deadlines with KAS.	0.10	\$55.00	\$5.50
10/1/2018 DP	Received email from Mr. Sheehan requesting copy of deposition transcript for Gary E. Schnitzer, Esq., prepared response to same, attached transcript, copied KAS.	0.30	\$125.00	\$37.50
10/2/2018 GC	Discussed upcoming deadlines with KAS.	0.10	\$0.00	\$0.00
10/2/2018 DP	Received check no. 63431 for \$1,479.70 payable to Litigation Services, updated cost files with invoices and check, prepared correspondence to Litigation Services for payment on same, submitted via US Mail, updated cost and correspondence files with outgoing documents, applied postage and photocopies to matter.	0.50	\$55.00	\$27.50
10/3/2018 KAS	Reviewed scheduling order, client files in preparation for preparing for pre-trial conference.	0.70	\$300.00	\$210.00
10/3/2018 DP	Received email correspondence from opposing counsel, Mr. Sheehan requesting copies of deposition transcript for Michael Rebarchick, Sandra Palmer, Sally Miller and Ryan Gibbs, counseled with KAS re: expense for same, costs to be split for transcripts. researched files for copies of invoices for same, prepared correspondence to Mr. Sheehan, requesting payment for transcripts prior to providing same.	0.90	\$55.00	\$49.50
10/4/2018 KAS	Researched case law re: Motion to Strike Untimely Motion for Summary Judgment.	0.50	\$300.00	\$150.00
10/4/2018 KAS	Exchanged emails with Nancy Haack re: Defendants' Opposition to Motion for Summary Judgment and deadline for filing same.	0.20	\$300.00	\$60.00
10/4/2018 DP	Received email from client regarding Resolution, researched file for same.	0.20	\$55.00	\$11.00
10/4/2018 KAS	Email and phone call with Pat Sheehan re: denying his request for another extension.	0.30	\$300.00	\$90.00
10/8/2018 GC	Discussed trial prep with KAS; Discussed Pat Sheehan and trial preparation with KAS.	0.20	\$165.00	\$33.00
10/8/2018 DP	Researched discovery transcript exhibit files for Roger Ayala and client document files for copy of Resolution, dated March, 2017, prepared email to Ms. Haack with same.	0.40	\$55.00	\$22.00
10/8/2018 EA	Discussed upcoming trial, strategy, next steps with KAS.	0.30	\$165.00	\$49.50
10/8/2018 KAS	Reviewed EDCR 2.67 - 2.69 regarding pre-trial requirements, outlined list of tasks to complete and work to be completed prior to trial on matter.	2.50	\$55.00	\$137.50

Date	Description	Hours	Rate	Total
10/8/2018 KAS	Received and reviewed email from opposing counsel re: proposed order granting leave to amend counterclaims, drafted email opposing same as court did not grant defendant's motion, phone call with opposing counsel re: same, confirmed counterclaims would not be brought in derivative action under NRS 86.	0.50	\$300.00	\$150.00
10/9/2018 EA	Discussed strategy and tasks for pre-trial with KAS, reviewed and summarized Nancy's deposition, began outline of proof in preparation for trial.	3.40	\$165.00	\$561.00
10/9/2018 GC	Discussed upcoming deadlines, tasks, and opposition/reply to motion for summary judgment with KAS and EEA.	0.30	\$55.00	\$16.50
10/9/2018 DP	Received Defendants Opposition to Plaintiffs Motion for Partial Summary Judgment, organized pleading, tabbed same for attorney reference in preparation to drafting response.	0.40	\$55.00	\$22.00
10/9/2018 KAS	Met with EEA and GRC re: tasks to complete in preparation for trial, preparing Reply to Oppositions for Motion for Summary Judgment.	0.30	\$0.00	\$0.00
10/10/2018 KAS	Identified witnesses and documents for disclosure pursuant to NRCP 16.1(a)(3) (final pre-trial disclosures).	3.50	\$55.00	\$192.50
10/10/2018 KAS	Received and reviewed Opposition to Plaintiffs' Motions for Summary Judgment and Countermotion for Summary Judgment, forwarded same to Nancy Haack, exchanged emails re: same.	0.50	\$300.00	\$150.00
10/10/2018 GC	Discussed opposition to motion for summary judgment and motion to strike with KAS.	0.10	\$55.00	\$5.50
10/10/2018 EA	Continued to review and summarize Nancy's deposition for trial preparation, assisted KAS with research re Defendant's untimely Motion for Summary Judgment.	1.40	\$165.00	\$231.00
10/11/2018 EA	Began working and organizing Outline of Proof for Case, discussed same with KAS.	0.30	\$165.00	\$49.50
10/11/2018 GC	Read and reviewed opposition to motion for partial summary judgment; Checked date of hearing for motion for summary judgment, discussed reply in support with KAS.	0.50	\$165.00	\$82.50
10/12/2018 DP	Received client documents from Nancy Haack hand delivered on October 11, 2018, i.e., note from Ms. Haack dated October 10, 2018 regarding request for bank loan along with accompanying bank statements; scanned in documents, prepared email to KAS attached same.	0.70	\$55.00	\$38.50
10/12/2018 DP	Received email from accounting regarding \$5000.00 payment made by client today, reviewed receipt, saved to cost file, responded to accounting.	0.20	\$55.00	\$11.00
10/12/2018 DP	Began to prepare Plaintiff's Pre-Trial Disclosure shell, advised with KAS.	0.40	\$125.00	\$50.00
10/12/2018 KAS	Reviewed 9th and 10th supplemental production by Defendants for documents to disclose as exhibits.	3.50	\$55.00	\$192.50
10/12/2018 EA	Worked on Outline of Proof, researched relevant claims, organized exhibits to correspondence with legal theories (trial strategy).	2.30	\$165.00	\$379.50
10/12/2018 GC	Discussed upcoming trial, pre-trial disclosures, and pre-trial conference with KAS.	0.10	\$165.00	\$16.50
10/15/2018 KAS	Received and reviewed email from Nancy Haack re: her review of 2017 Tax Returns.	0.20	\$55.00	\$11.00
10/15/2018 GC	Discussed pretrial disclosures with KAS; Discussed updated deadlines for reply to motion for summary judgment and pre-trial disclosures with KAS.	0.10	\$55.00	\$5.50
10/15/2018 KAS	Reviewed client documents and defendants' discovery and documents for use as exhibits at trial.	3.50	\$55.00	\$192.50
10/15/2018 KAS	Researched and drafted opposition/countermotion to strike Defendants' Motion for Summary Judgment as untimely portion of Reply in Support of Motion for Summary Judgment and Opposition to Countermotion for Summary Judgment.	1.50	\$300.00	\$450.00
10/15/2018 EA	Continued working on the Outline of Proof for trial, discussed same with KAS.	0.60	\$165.00	\$99.00
10/15/2018 KAS	Phone call and follow up email to opposing counsel re: scheduling final pre-trial conference, exchange of exhibits, and list of witnesses.	0.20	\$300.00	\$60.00
10/15/2018 DP	Identified exhibits for Plaintiffs Pre-Trial Disclosures.	1.40	\$125.00	\$175.00
10/15/2018 DP	Reviewed Plaintiffs list of exhibits, identified bates ranges, incorporated same to Pre-Trial disclosures, reviewed Defendants 10th Disclosures for identification of additional witnesses.	1.50	\$55.00	\$82.50

Date	Description	Hours	Rate	Total
10/16/2018 KAS	Reviewed documents and compiled exhibits for use at trial and for pre-trial disclosures.	5.50	\$55.00	\$302.50
10/16/2018 GC	Reviewed opposition to motion for summary judgment and began drafting reply in support and opposition; Discussed reply in support and opposition with KAS.	2.10	\$165.00	\$346.50
10/17/2018 KAS	Reviewed client documents and discovery, compiled Exhibits for Pre-trial Disclosures.	6.30	\$55.00	\$346.50
10/17/2018 GC	Drafted reply in support of motions for summary judgment; Discussed reply in support of motions for summary judgment with KAS and continued drafting.	1.90	\$165.00	\$313.50
10/18/2018 GC	Discussed reply in support and opposition with KAS.	0.30	\$55.00	\$16.50
10/18/2018 GC	Drafted reply in support of motions for summary judgment.	2.40	\$165.00	\$396.00
10/18/2018 KAS	Reviewed and revised Reply in Support of Motion for Summary Judgment and Opposition to Defendants' Countermotion for Summary Judgment.	0.50	\$300.00	\$150.00
10/18/2018 KAS	Reviewed documents and compiled exhibits for use at trial and for pre-trial disclosures.	3.50	\$55.00	\$192.50
10/18/2018 DP	Received hard copy of sealed transcript for Roger Ayala, updated files with same.	0.10	\$55.00	\$5.50
10/18/2018 DP	Received correspondence from opposing counsel regarding check for splitting of costs of deposition transcripts; updated electronic files with same., copied KAS, accounting and PL.	0.20	\$55.00	\$11.00
10/19/2018 KAS	Continued review of client documents and discovery for use at trial.	2.50	\$55.00	\$137.50
10/19/2018 KAS	Continued drafting revisions and additional arguments to Opposition to Motion for Summary Judgment.	1.50	\$300.00	\$450.00
10/19/2018 DP	Received check no. 5467 for \$694.87 via hand delivery from opposing counsel as payment to Shumway Van for deposition transcripts, updated cost files with same; advised with KAS, forwarded check to PL for processing, prepared email to KAS and accounting attached copy of same; forwarded copies of deposition transcripts to Mr. Sheehan, downloaded exhibits from deposition disks, updated discovery files, attached exhibits to email, exchanged emails with Trista Day regarding same.	1.80	\$55.00	\$99.00
10/21/2018 KAS	Reviewed and identified additional exhibits from Defendant's 9th and 10th supplemental disclosures.	4.50	\$55.00	\$247.50
10/22/2018 GC	Discussed exhibit extraction and organization with KAS; began compiling documents and exhibits; Discussed exhibits with KAS; compiled and extracted exhibits.	1.60	\$165.00	\$264.00
10/22/2018 GC	Discussed upcoming deadlines with KAS and documents needed for pre-trial prep; Discussed disclosures, documents, and prepping documents for trial with KAS.	0.30	\$55.00	\$16.50
10/22/2018 KAS	Trial Preparation continued review of documents and culling same for use at trial.	7.50	\$55.00	\$412.50
10/22/2018 DP	Received hard copy of sealed deposition transcript for Sean Evenden, updated discovery files with same.	0.20	\$55.00	\$11.00
10/23/2018 EA	Worked on, edited, and researched for Pre-Trial Memorandum and Pre-Trial Brief, discussed same with KAS.	1.90	\$165.00	\$313.50
10/23/2018 GC	Discussed exhibits and pre-trial disclosures with KAS; Discussed trial exhibits and tracking spreadsheet with KAS.	0.20	\$55.00	\$11.00
10/23/2018 GC	Compiled trial exhibits per KAS, discussed with KAS.	1.20	\$165.00	\$198.00
10/23/2018 KAS	Trial Preparation continued review of documents and culling same for use at trial.	7.50	\$55.00	\$412.50
10/23/2018 DP	Extracted exhibit pages from MSJ exhibits for production as pre trial exhibits.	1.80	\$55.00	\$99.00
10/23/2018 DP	Began to identify exhibits on Pretrial Exhibit Tracker for attorney reference at Trial.	0.40	\$55.00	\$22.00
10/23/2018 DP	Received Defendants Eleventh Supplement to Initial List of Witnesses and Document Disclosures Pursuant to NRCP 16.1, updated discovery file with same, prepared email to team.	0.20	\$55.00	\$11.00



Date	Description	Hours	Rate	Total
10/23/2018 DP	Prepared shell for KAS additions to PreTrial Disclosures, transferred Plaintiffs eighth disclosure documents to shell, incorporated bates labeled documents HAA00001-0084 to disclosure statement, incorporated language regarding objections , i.e., NRCP 16.1(a)(3) and Plaintiff rights to supplement disclosures to Pre-Trial disclosure.	2.80	\$125.00	\$350.00
10/24/2018 KAS	Researched and drafted additional arguments for Opposition to Countermotion for Summary Judgment, reviewed depositions of Sean Evenden and Roger Ayala for relevant selections to include.	3.50	\$55.00	\$192.50
10/24/2018 EA	Continued to work on and edit pre-trial memorandum, discussed same with KAS.	1.00	\$165.00	\$165.00
10/24/2018 GC	Discussed pre-trial disclosures and conference with KAS; Discussed trial exhibits with KAS.	0.20	\$55.00	\$11.00
10/24/2018 KAS	Finalized Preliminary Pre-Trial Disclosures, exchanged emails with Pat Sheehan re: same, scheduling Pre-Trial Conference.	1.50	\$300.00	\$450.00
10/24/2018 DP	Researched electronic files and deposition disks reviewed exhibits, for Sandra Palma and Sallee Miller, contacted Litigation Services regarding official deposition exhibits for Sallee Miller, i.e, exhibit 1 Affidavit of Sandra Palma, court reporter sent corrected exhibit for Sandra Palma Affidavit marked for Miller deposition; updated discovery files with same, exchanged several emails with opposing counsel attached corrected exhibit 1, advised with KAS, prepared email to opposing counsel with corrected exhibit 1.	0.90	\$55.00	\$49.50
10/24/2018 DP	Numbered exhibits sequentially for Pre-Trial exhibits.	0.40	\$55.00	\$22.00
10/24/2018 DP	Assembled condensed deposition transcripts for Sean Evenden and Roger Ayala for KAS review.	0.20	\$55.00	\$11.00
10/24/2018 DP	Received KAS executed Plaintiffs Pre-Trial Disclosures Pursuant to NRCP 16.1(a)(3), served opposing counsel electronically via Odyssey, Eighth Judicial District Court.	0.20	\$125.00	\$25.00
10/25/2018 DP	Received KAS executed Plaintiffs' Reply in Support of Motions for Partial Summary Judgment and Opposition to Defendants' Countermotion for Summary Judgement, attached exhibit 1 electronically, submitted to Eighth Judicial District Court via Odyssey's electronic filing system, served opposing counsel.	0.40	\$125.00	\$50.00
10/25/2018 GC	Discussed exhibits to reply in support of motions for summary judgment with KAS.	0.10	\$55.00	\$5.50
10/25/2018 KAS	Drafted additional argument sections for Opposition to Countermotion for Summary Judgment and Reply in Support of Motion for Partial Summary Judgment.	3.50	\$300.00	\$1,050.00
10/25/2018 KAS	Drafted additional argument sections for Opposition to Countermotion for Summary Judgment and Reply in Support of Motion for Partial Summary Judgment.	4.50	\$300.00	\$1,350.00
10/25/2018 DP	Received electronically served copy of Plaintiffs Pre-Trial Disclosures Pursuant to NRCP 16.1(a)(3), updated discovery files, mailed copy to opposing counsel, updated correspondence files with same.	0.20	\$55.00	\$11.00
10/25/2018 EA	Research for minority shareholder oppression for KAS for Reply in Support of Motion for Summary Judgment. Reviewed and edited Reply in Support of MSJ.	1.60	\$165.00	\$264.00
10/29/2018 KAS	Continued Pre-Trial preparation, reviewed and revised offer of proof, began drafting witness questions.	5.50	\$55.00	\$302.50
10/29/2018 KAS	Received and reviewed 2nd Amended Complaint (proposed draft from opposing counsel) responded to same confirming no derivative causes of action.	0.20	\$300.00	\$60.00
10/29/2018 DP	Received court filed copy of Plaintiffs' Reply in Support of Motions for Partial Summary Judgment and Opposition to Defendants' Countermotion for Summary Judgment, updated electronic files, submitted same via US Mail, to opposing counsel, expensed postage and photocopies.	0.40	\$55.00	\$22.00
10/29/2018 DP	Prepared Plaintiffs Eighth Supplemental 16.1 Disclosure Statement regarding ADP production of documents, submitted to KAS for review and execution.	0.80	\$125.00	\$100.00
10/30/2018 KAS	Continued Pre-Trial preparation, reviewed and revised offer of proof, began drafted witness questions.	4.00	\$55.00	\$220.00
10/30/2018 KAS	Reviewed and executed 8th Supplemental Disclosures.	0.10	\$300.00	\$30.00
10/30/2018 KAS	Drafted Description of Action section for Joint Pre-Trial Memorandum, exchanged emails with Pat Sheehan re: preparation of Joint Pre-Trial Memorandum.	1.20	\$300.00	\$360.00

Date	Description	Hours	Rate	Total
10/30/2018 DP	Prepared courtesy copies of Plaintiffs' Motions for Partial Summary Judgment binder, 1 of 2, Omnibus Appendix with exhibits 1-49, reviewed register of actions, confirmed filing dates assembled pleadings chronologically, tabbed pleadings.	3.10	\$125.00	\$387.50
10/30/2018 DP	Advised with KAS re: preparation of courtesy copies of motion binders to chambers prior to hearing date, took notes, discussed EDCR 2.20 re: movant party, reviewed last exhibit to Omnibus Appendix printed first page only.	0.20	\$55.00	\$11.00
10/30/2018 DP	Tabbed Omnibus Appendix of exhibits for court reference, created index of pleadings for chambers reference.	1.80	\$125.00	\$225.00
10/30/2018 DP	Received KAS executed Plaintiff's Eighth Supplemental Disclosures of Witnesses and Production of Documents Pursuant to NRCP 16.1, updated discovery files, served opposing counsel via Odyssey's electronic service.	0.20	\$125.00	\$25.00
10/30/2018 DP	Prepared mailing for Plaintiff's Eighth Supplemental Disclosures of Witnesses and Production of Documents Pursuant to NRCP 16.1, to opposing counsel via US Mail.	0.20	\$55.00	\$11.00
10/31/2018 DP	Coordinated with Junes Legal Services, Inc., via E-Way electronic delivery system, for run to Department 23 chambers with motion for summary judgment courtesy copy binders prior to hearing on November 6, 2018.	0.40	\$55.00	\$22.00
10/31/2018 DP	Prepared index to Motion for Summary Judgment binder 2 of 2, tabbed related exhibits.	0.80	\$125.00	\$100.00
10/31/2018 DP	Received court filed copy of Defendants' Reply in Support of Countermotion for Summary Judgment in its Favor on All Claims, updated pleading files, prepared email to team, assembled copy in courtesy copy binder, tabbed same, revised binder index.	0.80	\$55.00	\$44.00
10/31/2018 DP	Prepared NRS Realty Group revisions to Pre-Trial Memorandum, submitted to KAS, in preparation for combining delivery of same with courtesy binders.	0.20	\$55.00	\$11.00
10/31/2018 DP	Accessed filing receipt for Plaintiffs' Reply in Support of Motions for Partial Summary Judgment, updated cost file, submitted to accounting for processing, expensed to matter.	0.20	\$55.00	\$11.00
10/31/2018 DP	Received KAS executed Pre-Trial Memorandum, updated pleading files, submitted to Eighth Judicial District court via Odyssey's electronic filing system, completed web pages with instructions.	0.30	\$125.00	\$37.50
10/31/2018 DP	Coordinated with Junes Legal Services, Inc., via E-Way delivery system with instructions for delivery of courtesy copy of Joint Pre-Trial Memorandum, attached work order submitted to runner services.	0.40	\$55.00	\$22.00
10/31/2018 KAS	Received and reviewed Defendants' 12th Supplemental Disclosures - NRS tax returns for 2013-2015.	0.20	\$300.00	\$60.00
10/31/2018 KAS	Continued Pre-Trial preparation, reviewed and revised offer of proof, began drafted witness questions, considered foundation issues for exhibits.	4.50	\$55.00	\$247.50
10/31/2018 DP	Received court filed copy of Joint Pre-Trial Memorandum, updated pleading files, received Defendants Twelfth Supplement to Initial List of Witnesses and Document Disclosures Pursuant to NRCP 16.1, updated discovery files, prepared email to team.	0.20	\$55.00	\$11.00
10/31/2018 GC	Discussed calendar call and motion for summary judgment hearing with KAS.	0.10	\$55.00	\$5.50
Service Total:			137.30	\$15,224.50

## Expenses

Date	Description	Amount
10/29/2018	Postage Postage charge for Plaintiffs' Reply in Support of Motions for Partial Summary Judgment and Opposition to Defendants' Counter Motion for Summary Judgment, submitted same via US Mail, to opposing counsel.	\$0.89
10/29/2018	Matter Cost Photocopy charge for Plaintiffs' Reply in Support of Motions for Partial Summary Judgment and Opposition to Defendants' Counter Motion for Summary Judgment, to opposing counsel, 18 pages at 0.25.	\$4.50
10/31/2018	Matter Cost Photocopy charge for two courtesy copy binders to chambers for Motions for Partial Summary Judgment in preparation for hearing on November 6, 2018, 1070 pages at 0.25.	\$267.50
10/31/2018	Legal Filings Filing receipt for Plaintiffs' Reply in Support of Motions for Partial Summary Judgment, in Clark County Probate Court.	\$7.00

Expense Total: \$279.89

Services:	\$15,224.50
Expenses:	\$279.89
Bill Total:	\$15,504.39
Outstanding:	\$57,525.03
Amount Due:	<b>\$73,029.42</b>
Due Date:	<b>12/5/2018</b>

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Matter: **Nancy, Haack and NRS Realty Group, LLC  
vs. Sean Evenden and Roger Ayala**

Trust Balance: \$0.00

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#:	<b>116605</b>
Date:	12/5/2018
Bill Total:	\$4,276.75
Outstanding:	\$73,029.42
Amount Due:	<b>\$77,306.17</b>
Due Date:	<b>1/4/2019</b>

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Entrepreneurial Services - Family Law - Finance - Immigration Law - Personal Injury  
Real Estate Law - Securities Law & Litigation - Technology Law - Trusts & Estates

## Outstanding Bills

Date	Bill	Amount	Payments	Outstanding
7/3/2018	112230	\$14,138.39	\$1,623.06	\$12,515.33
8/1/2018	113047	\$15,332.04	\$0.00	\$15,332.04
9/4/2018	113995	\$12,334.87	\$0.00	\$12,334.87
10/3/2018	114978	\$17,342.79	\$0.00	\$17,342.79
11/5/2018	115983	\$15,504.39	\$0.00	\$15,504.39

\$73,029.42

## Services

Date	Description	Hours	Rate	Total
11/1/2018 KAS	Trial Preparation: prepared exhibits.	6.50	\$55.00	\$357.50
11/1/2018 GC	Discussed motion for summary judgment pleadings and upcoming calendar call with KAS.	0.20	\$55.00	\$11.00
11/1/2018 DP	Responded to client email regarding hearing time and details for November 6.	0.20	\$55.00	\$11.00
11/1/2018 DP	Coordinated with KAS and AW re; receipt of stipulation and order.	0.80	\$0.00	\$0.00
11/2/2018 GC	Reviewed reply in support of countermotion for summary judgment, discussed with KAS; Discussed trial subpoenas, witnesses, and exhibit lists with KAS.	0.90	\$165.00	\$148.50
11/2/2018 KAS	Trial Preparation: prepared exhibits.	6.50	\$55.00	\$357.50
11/2/2018 DP	Received email from opposing counsel regarding fully executed Stipulation and Order to File Second Amended Complaint, updated pleading files with executed copy, awaiting Judge's execution of same.	0.20	\$55.00	\$11.00
11/2/2018 DP	Advised with KAS re: calendar call and exhibit lists preparation, organized and re-titled electronic correspondence files.	0.30	\$0.00	\$0.00
11/5/2018 GC	Drafted argument outline for summary judgment hearing, discussed with KAS.	2.00	\$165.00	\$330.00
11/5/2018 GC	Discussed summary judgment motions and arguments for hearing tomorrow; reviewed law re: contract superseding; Discussed summary judgment hearing and calendar call with KAS.	1.10	\$55.00	\$60.50
11/5/2018 KAS	Trial Preparation: prepared exhibits.	6.50	\$55.00	\$357.50
11/5/2018 KAS	Prepared for hearing on Motions for Summary Judgment.	1.50	\$300.00	\$450.00
11/5/2018 DP	Prepared KAS reference binder for Motions for Summary Judgment hearing on November 6, 2018, printed Motion for Summary Judgment's Oppositions and Reply's with Appendix of Exhibits assembled same.	1.80	\$125.00	\$225.00
11/5/2018 DP	Prepared index for KAS hearing binder for Motions for Summary Judgment for attorney reference, tabbed Appendix of Exhibits 1-49, and Motions for Summary Judgment with related pleadings.	2.10	\$125.00	\$262.50
11/5/2018 DP	Tabbed and indexed Defendants' Reply in Support of Countermotion for Summary Judgment in its Favor on all Claims, with KAS Motion for Summary Judgment hearing binder.	0.70	\$0.00	\$0.00
11/5/2018 EA	Continued to work on Pre-Trial Brief, discussed same with KAS.	1.30	\$165.00	\$214.50
11/6/2018 KAS	Prepared for and attended hearing on Motions for Summary Judgment.	2.70	\$300.00	\$810.00
11/6/2018 DP	Calculated photocopy fee for assembly of KAS hearing binder for Motions for Summary Judgment, without exhibits 16 and 17, i.e., depositions of Sean Evenden and Roger Ayala, expensed same to matter.	0.50	\$0.00	\$0.00



Date	Description	Hours	Rate	Total
11/6/2018 DP	Advised with KAS re: November 6, 2018 hearing results, November 13, 2018 trial date moved to subsequent stack in December, updated calendar with same.	0.20	\$55.00	\$11.00
11/7/2018 KAS	Received and reviewed email from Nancy Haack re: Focus/reaction to hearing on Motions for Summary Judgment.	0.20	\$300.00	\$60.00
11/7/2018 GC	Discussed calendar call and summary judgment hearing with KAS.	0.20	\$0.00	\$0.00
11/8/2018 KAS	Exchanged emails with Joe Leauanae re: trial date vacated.	0.20	\$55.00	\$11.00
11/8/2018 KAS	Met with Nancy Haack re: debriefing from hearing on Motions for Summary Judgment, strategy for moving forward, I strongly encouraged settlement due to Judge Miley's reaction to Nancy's prior deposition testimony.	1.70	\$0.00	\$0.00
11/9/2018 KAS	Phone call with Nancy Haack re: discussed possible settlement terms, advised that her requests were likely too high and would not result in fruitful negotiations, discussed additional issues re: trial preparation.	0.70	\$300.00	\$210.00
11/9/2018 DP	Received court filed copy of Stipulation and Order to File Second Amended Counterclaim, and Defendants Second Amended Counterclaim, updated pleading files.	0.30	\$55.00	\$16.50
11/12/2018 DP	Reviewed ADP000001-000052 for confidential informaiton; redacted Plaintiff supplemental disclosure ADP000052; Uploaded ADP00001-0000052 to email to opposing counsel; forwarded same, exchanged emails, copied KAS.	0.80	\$55.00	\$44.00
11/12/2018 DP	Received email from Nancy Haack requesting electronic copies of deposition transcripts for Roger Ayala and Sean Evenden; prepared response attached transcripts, copied KAS.	0.20	\$55.00	\$11.00
11/16/2018 AW	Check request sent to Accounting re: invoice #DR294220, \$42.00 payable to Junes Legal Service. Rush 2 MTN courtesy copy binders to court.	0.10	\$0.00	\$0.00
11/16/2018 AW	Check request sent to Accounting re: invoice #DR294286, \$42.00 payable to Junes Legal Service. Rush joint pre-trial memo to court.	0.10	\$0.00	\$0.00
11/26/2018 KAS	Exchanged emails with Nancy Haack re: new trial date - confirmed on court website that no trial date has been set, emailed Nancy re: same.	0.20	\$55.00	\$11.00
11/28/2018 KAS	Met with Patrick Sheehan re: potential settlement offer.	0.20	\$0.00	\$0.00
11/30/2018 DP	Prepared check request for KAS attendance and travel to Motion for Partial Summary Judgment hearing on November 6, 2018, submitted to accounting.	0.20	\$0.00	\$0.00
Service Total: 41.10			\$3,981.00	

## Expenses

Date	Description	Amount
11/6/2018	Matter Cost Photocopy charge for KAS hearing binder for Motions for Partial Summary Judgment, for hearing on November 6, 2018, 779 pages at 0.25.	\$194.75
11/16/2018	Runner Service Fees Check request sent to Accounting re: invoice #DR294220 for runner service on 11/5/2018. Rush 2 MTN courtesy copy binders to court.	\$42.00
11/16/2018	Runner Service Fees Check request sent to Accounting re: invoice #DR294286 for runner service on 11/5/2018. Rush joint pre-trial memo to court.	\$42.00
11/30/2018	Travel Parking receipt for KAS attendance and travel to Motion for Partial Summary Judgment hearing on November 6, 2018.	\$17.00

Expense Total: \$295.75

Services: \$3,981.00  
 Expenses: \$295.75  
 Bill Total: \$4,276.75  
 Outstanding: \$73,029.42  
 Amount Due: **\$77,306.17**  
 Due Date: **1/4/2019**

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Matter: **Nancy, Haack and NRS Realty Group, LLC  
vs. Sean Evenden and Roger Ayala**

Trust Balance: \$0.00

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#:	<b>117739</b>
Date:	1/7/2019
Bill Total:	\$195.00
Outstanding:	\$77,306.17
Amount Due:	<b>\$77,501.17</b>
Due Date:	<b>2/6/2019</b>

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Entrepreneurial Services - Family Law - Finance - Immigration Law - Personal Injury  
Real Estate Law - Securities Law & Litigation - Technology Law - Trusts & Estates

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7/3/2018	112230	\$14,138.39	\$1,623.06	\$12,515.33
8/1/2018	113047	\$15,332.04	\$0.00	\$15,332.04
9/4/2018	113995	\$12,334.87	\$0.00	\$12,334.87
10/3/2018	114978	\$17,342.79	\$0.00	\$17,342.79
11/5/2018	115983	\$15,504.39	\$0.00	\$15,504.39
12/5/2018	116605	\$4,276.75	\$0.00	\$4,276.75
				\$77,306.17

## Services

Date	Description	Hours	Rate	Total
12/6/2018 EA	Reviewed KAS correspondence to Nancy Haack, discussed same with KAS.	0.20	\$0.00	\$0.00
12/6/2018 DP	Received KAS executed correspondence to Ms. Haack re: settlement offer; reviewed same, updated correspondence files.	0.20	\$0.00	\$0.00
12/6/2018 KAS	Reviewed file and prior damages calculations, drafted correspondence to Nancy re: settlement recommendation, based upon likelihood of adverse verdict/judgment.	2.00	\$0.00	\$0.00
12/7/2018 KAS	Phone call with Nancy Haack and CR re: questioned billings, Nancy's reaction to 12/6/18 letter re: potential settlement.	0.40	\$0.00	\$0.00
12/7/2018 DP	Received reply from Ms. Haack re: KAS correspondence dated December 6, 2018 regarding settlement offer to Defendants; updated correspondence file with client reply.	0.20	\$0.00	\$0.00
12/17/2018 KAS	Received and reviewed Decision and Order Denying all pending motions for summary judgment and ordering new trial date, forwarded same in email correspondence to Nancy Haack.	0.40	\$300.00	\$120.00
12/17/2018 DP	Received Amended Order Setting Civil Non-Jury Trial, reviewed for calendar dates, calculated motions in limine and oppositions deadline, updated internal calendar, updated pleading files, emailed KAS.	0.40	\$125.00	\$50.00
12/17/2018 DP	Received Decision & Order filed by court on December 17, 2018, reviewed for content, updated pleading files, emailed KAS, confirmed calendar deadlines stated in Order, i.e., calendar call and Jury Trial.	0.20	\$125.00	\$25.00
12/18/2018 KAS	Received and reviewed email from Nancy Haack re: Order on Motions for Summary Judgment.	0.10	\$0.00	\$0.00
Service Total: 4.10			\$195.00	

Services: \$195.00  
 Expenses: \$0.00  
 Bill Total: \$195.00  
 Outstanding: \$77,306.17  
 Amount Due: **\$77,501.17**  
 Due Date: **2/6/2019**

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Salt Lake City, UT 84111  
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Matter: **Nancy, Haack and NRS Realty Group, LLC  
vs. Sean Evenden and Roger Ayala**

Trust Balance: \$0.00

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#:	<b>118728</b>
Date:	2/4/2019
Bill Total:	\$109.50
Outstanding:	\$77,501.17
Amount Due:	<b>\$77,610.67</b>
Due Date:	<b>3/6/2019</b>

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Real Estate Law - Securities Law & Litigation - Technology Law - Trusts & Estates

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Date	Bill	Amount	Payments	Outstanding
7/3/2018	112230	\$14,138.39	\$1,623.06	\$12,515.33
8/1/2018	113047	\$15,332.04	\$0.00	\$15,332.04
9/4/2018	113995	\$12,334.87	\$0.00	\$12,334.87
10/3/2018	114978	\$17,342.79	\$0.00	\$17,342.79
11/5/2018	115983	\$15,504.39	\$0.00	\$15,504.39
12/5/2018	116605	\$4,276.75	\$0.00	\$4,276.75
1/7/2019	117739	\$195.00	\$0.00	\$195.00
				\$77,501.17

## Services

Date	Description	Hours	Rate	Total
1/4/2019 DP	Requested copy of invoice #142002 from Junes Legal for payment.	0.20	\$55.00	\$11.00
1/10/2019 KAS	Telephone call with Nancy Haack regarding outstanding balance for services, plan to make payments.	0.50	\$0.00	\$0.00
1/10/2019 DP	Received and responded to email from Mrs. Haack, attached deposition transcript for Michael Rebarchick.	0.20	\$55.00	\$11.00
1/16/2019 DP	Received telephone call from Ms. Haack re: scheduling appointment with MCV and KAS re: invoices; coordinated with KAS and CG, set appointment for January 18, 2019 at 3:00 p.m.	0.40	\$0.00	\$0.00
1/16/2019 DP	Updated KAS active case list with matter details.	0.10	\$0.00	\$0.00
1/17/2019 DP	Received email from Fennemore Craig requesting copy of W-9 for payment towards half of transcript costs for witnesses, responded to email, advised with KAS, prepared email to accounting requested copy of same, forwarded copy to opposing counsel.	0.50	\$0.00	\$0.00
1/21/2019 CG	Telephone call with Nancy Haack and MCV re: case and invoices.	0.20	\$0.00	\$0.00
1/21/2019 MCV	Telephone call with Nancy regarding the case status.	0.70	\$0.00	\$0.00
1/28/2019 KAS	Met with Nancy and MCV re: payment plan for Nancy and continued representation by the firm.	0.70	\$0.00	\$0.00
1/28/2019 MCV	Meeting with Nancy Haack with regard to the issues going forward and to plan and going forward.	0.70	\$125.00	\$87.50
Service Total: 4.20			\$109.50	

Services:	\$109.50
Expenses:	\$0.00
Bill Total:	\$109.50
Outstanding:	\$77,501.17
Amount Due:	<b>\$77,610.67</b>
Due Date:	<b>3/6/2019</b>



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---

Matter: **Nancy, Haack and NRS Realty Group, LLC  
vs. Sean Evenden and Roger Ayala**

Trust Balance: \$0.00

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#:	<b>120238</b>
Date:	3/4/2019
Bill Total:	\$0.00
Outstanding:	\$68,670.17
Amount Due:	<b>\$68,670.17</b>
Due Date:	<b>4/3/2019</b>

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Real Estate Law - Securities Law & Litigation - Technology Law - Trusts & Estates

## Recent Payments - *Thank You!*

Date	Bill	Amount	Details
2/12/2019	112230	\$5,000.00	Check #2677

## Outstanding Bills

Date	Bill	Amount	Payments	Outstanding
7/3/2018	112230	\$14,138.39	\$11,623.06	\$2,515.33
8/1/2018	113047	\$15,332.04	\$0.00	\$15,332.04
9/4/2018	113995	\$12,334.87	\$0.00	\$12,334.87
10/3/2018	114978	\$17,342.79	\$0.00	\$17,342.79
11/5/2018	115983	\$15,504.39	\$0.00	\$15,504.39
12/5/2018	116605	\$4,276.75	\$0.00	\$4,276.75
1/7/2019	117739	\$195.00	\$0.00	\$195.00
2/4/2019	118728	\$109.50	\$0.00	\$109.50
3/4/2019	120248	\$1,059.50	\$0.00	\$1,059.50

\$68,670.17

Services: \$0.00  
Expenses: \$0.00  
Bill Total: \$0.00  
Outstanding: \$68,670.17  
Amount Due: **\$68,670.17**  
Due Date: **4/3/2019**

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# SHUMWAY • VAN

---

Matter: **Nancy, Haack and NRS Realty Group, LLC  
vs. Sean Evenden and Roger Ayala**

Trust Balance: \$0.00

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#:	<b>120248</b>
Date:	3/4/2019
Bill Total:	\$1,059.50
Outstanding:	\$67,610.67
Amount Due:	<b>\$68,670.17</b>
Due Date:	<b>4/3/2019</b>

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Real Estate Law - Securities Law & Litigation - Technology Law - Trusts & Estates

## Recent Payments - *Thank You!*

Date	Bill	Amount	Details
2/12/2019	112230	\$5,000.00	Check #2677

## Outstanding Bills

Date	Bill	Amount	Payments	Outstanding
7/3/2018	112230	\$14,138.39	\$11,623.06	\$2,515.33
8/1/2018	113047	\$15,332.04	\$0.00	\$15,332.04
9/4/2018	113995	\$12,334.87	\$0.00	\$12,334.87
10/3/2018	114978	\$17,342.79	\$0.00	\$17,342.79
11/5/2018	115983	\$15,504.39	\$0.00	\$15,504.39
12/5/2018	116605	\$4,276.75	\$0.00	\$4,276.75
1/7/2019	117739	\$195.00	\$0.00	\$195.00
2/4/2019	118728	\$109.50	\$0.00	\$109.50
				\$67,610.67

## Services

Date	Description	Hours	Rate	Total
2/1/2019 KAS	Phone call with DJS re: case strategy, client concerns, potential settlement conference or mediation.	0.20	\$0.00	\$0.00
2/1/2019 KAS	Emailed Nancy Haack re: potential settlement conference.	0.10	\$0.00	\$0.00
2/4/2019 MCV	Reviewed the email correspondence with regard to the termination of the lease.	0.30	\$125.00	\$37.50
2/4/2019 KAS	Received and reviewed correspondence from opposing parties re: renewing lease for NRS or dissolving NRS after lease expires in June 2019. Phone call with Nancy re: same.	0.50	\$300.00	\$150.00
2/5/2019 KAS	Audited prior billings.	0.50	\$0.00	\$0.00
2/6/2019 KAS	Received and reviewed emails from Sean Evenden re: bank records and payroll records for 2018, forwarded same to Nancy Haack.	0.10	\$55.00	\$5.50
2/7/2019 CG	Saved packet of information provided by Nancy Haack. Left voicemail with Nancy.	0.10	\$55.00	\$5.50
2/7/2019 KAS	Responded to email re: request for injunction and response to Roger Ayala letter.	0.50	\$300.00	\$150.00
2/7/2019 KAS	Phone call with Nancy Haack re: response to Roger Ayala letter.	0.20	\$300.00	\$60.00
2/7/2019 MCV	Reviewed Documents provided by Nancy to prepare for a meeting regarding actions going forward.	1.10	\$125.00	\$137.50
2/8/2019 DP	Received KAS executed correspondence to Patrick Sheehan, Esq., re: lease renewal and proposed settlement conference, updated correspondence and hard file, prepared email to Mr. Sheehan, attached same,	0.10	\$55.00	\$5.50
2/8/2019 KAS	Drafted correspondence to opposing counsel re: Roger Ayala letter re: Lease Renewal, forwarded draft to Nancy Haack for approval.	1.00	\$300.00	\$300.00
2/8/2019 MCV	Meeting with Nancy to discuss a trial strategy and to request mediation.	0.50	\$125.00	\$62.50
2/8/2019 KAS	Reviewed lease and lease amendment terms for use in correspondence to opposing counsel.	0.50	\$55.00	\$27.50

Date	Description	Hours	Rate	Total
2/8/2019 CG	Met with Nancy Haack re: the upcoming events and payment on her account. Provided \$5k payment to PL for processing.	0.50	\$0.00	\$0.00
2/11/2019 KAS	Exchanged mails with Nancy Haack re: Available dates for settlement/mediation conference.	0.20	\$0.00	\$0.00
2/12/2019 KAS	Exchanged emails with opposing counsel re: scheduling settlement conference/mediation.	0.10	\$300.00	\$30.00
2/13/2019 MCV	Email correspondence with Nancy Haack with regard to the case status and her desire to go to trial.	0.30	\$0.00	\$0.00
2/13/2019 KAS	Received email from Nancy Haack re: cancelling mediation/settlement conference.	0.10	\$0.00	\$0.00
2/13/2019 KAS	Received email from DJS re: communicating with opposing counsel, scheduling strategy meeting with MCV.	0.10	\$0.00	\$0.00
2/13/2019 MM	Scanned and saved attorney notes from MCV into the clients file re: Sheehan	0.10	\$55.00	\$5.50
2/13/2019 KAS	Exchanged emails with counsel re: mediation.	0.10	\$0.00	\$0.00
2/19/2019 KAS	Received and reviewed Notice of Rehearing on Motion to Strike.	0.20	\$55.00	\$11.00
2/19/2019 KAS	Phone call with Senior Judge's chambers re: Settlement Conference.	0.20	\$0.00	\$0.00
2/20/2019 KAS	exchanged emails with Dept 23 Clerk re: Hearing on Motion to Strike.	0.20	\$55.00	\$11.00
2/20/2019 DP	Received court filed copy of Notice Resetting Hearing, updated pleading file, calendared for March 19, 2019, prepared email to team, reviewed files for Motion to Strike, accessed register of actions.	0.40	\$55.00	\$22.00
2/20/2019 DP	Received Notice Resetting Hearing for Motion to Strike reset to March 19, 2019, updated pleading files, calendared same, prepared email to KAS.	0.20	\$55.00	\$11.00
2/20/2019 CG	Compiled relevant case documents for MCV to review in preparation for trial.	0.30	\$55.00	\$16.50
2/21/2019 DP	Received court filed copy of Notice of Scheduling Settlement Conference, reviewed same, updated pleading files.	0.20	\$55.00	\$11.00
2/22/2019 KAS	Emailed opposing counsel and Senior Judge's chambers re: cancellation of Settlement Conference.	0.20	\$0.00	\$0.00

Service Total: 9.10      \$1,059.50

Services: \$1,059.50  
Expenses: \$0.00  
Bill Total: \$1,059.50  
Outstanding: \$67,610.67  
Amount Due: **\$68,670.17**  
Due Date: **4/3/2019**



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# SHUMWAY • VAN

Matter: **Nancy, Haack and NRS Realty Group, LLC vs. Sean Evenden and Roger Ayala**  
Trust Balance: **\$0.00**  
Retainer Balance: **\$0.00**

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#: **121405**  
Date: 4/2/2019  
Bill Total: \$2,080.50  
Outstanding: \$68,670.17  
Amount Due: **\$70,750.67**  
Due Date: **5/2/2019**

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## Recent Payments - *Thank You!*

Date	Bill	Amount	Details
3/5/2019	112230	\$5,000.00	Check #725

## Outstanding Bills

Date	Bill	Amount	Payments	Outstanding
7/3/2018	112230	\$14,138.39	\$11,623.06	\$2,515.33
8/1/2018	113047	\$15,332.04	\$0.00	\$15,332.04
9/4/2018	113995	\$12,334.87	\$0.00	\$12,334.87
10/3/2018	114978	\$17,342.79	\$0.00	\$17,342.79
11/5/2018	115983	\$15,504.39	\$0.00	\$15,504.39
12/5/2018	116605	\$4,276.75	\$0.00	\$4,276.75
1/7/2019	117739	\$195.00	\$0.00	\$195.00
2/4/2019	118728	\$109.50	\$0.00	\$109.50
3/4/2019	120248	\$1,059.50	\$0.00	\$1,059.50

\$68,670.17

## Services

Date	Description	Hours	Rate	Total
3/5/2019 MCV	Reviewed the email correspondence with KAS and Nancy Haack regarding the case status and what needs to be done going forward.	0.40	\$125.00	\$50.00
3/5/2019 KAS	Emailed Nancy Haack re: upcoming preparations and significant dates leading up to trial.	0.50	\$300.00	\$150.00
3/5/2019 KAS	Met with MCV re: preparing for trial.	0.20	\$300.00	\$60.00
3/6/2019 MCV	Reviewed the witness list prepared by Nancy and reviewed the binder for trial preparation.	0.90	\$450.00	\$405.00
3/14/2019 VC	Processed check request in the amount of \$76.00 for invoice number EP142002 for Process Invoice for a Rush to deliver Subpoena Duces Tecum. Saved it to file and emailed Accounting and PL.	0.20	\$0.00	\$0.00
3/18/2019 KAS	Exchanged emails with Nancy Haack re: scheduling meeting for trial preparation.	0.20	\$55.00	\$11.00
3/18/2019 MM	Per the instruction of MCV: Scanned, organized, renamed, and saved client documents total: 14	0.50	\$0.00	\$0.00
3/19/2019 DP	Prepared shell for Pre-Trial Disclosures, reviewed objection language, conferred with KAS.	0.40	\$125.00	\$50.00
3/19/2019 DP	Received KAS executed Plaintiff's Amended Pre-Trial Disclosures and Objections Pursuant to NRCP 16.1(a) (3), electronically served opposing counsel via Odyssey's court service.	0.20	\$125.00	\$25.00
3/19/2019 CG	Corresponded with KAS re: trial preparation.	0.10	\$55.00	\$5.50
3/19/2019 KAS	Received and reviewed Defendants' Pre-Trial Disclosures, directed DP to update Plaintiff's disclosures, reviewed and revised same.	0.50	\$300.00	\$150.00
3/20/2019 DP	Received electronically served copy of Plaintiff's Amended Pre-Trial Disclosures and Objections Pursuant to NRCP 16.1(a)(3); updated discovery file.	0.20	\$55.00	\$11.00
3/21/2019 KAS	Met with Nancy Haack and MCV re: Trial preparation.	1.10	\$55.00	\$60.50
3/21/2019 MCV	Prepared for and attended a meeting with Nancy to go through trial preparation and reviewed documents to prepare for the trial	1.10	\$450.00	\$495.00

Date	Description	Hours	Rate	Total
3/22/2019	Prepared hard copy mailing for Plaintiff's Amended Pre-Trial Disclosures and Objections Pursuant to NRCPT 16.1(a)(3) via US Mail, updated correspondence file and mail matrix, calculated postage and photocopy charges.	0.40	\$55.00	\$22.00
3/25/2019	Reviewed the email correspondence and Tax return provided from Nancy Haack	0.70	\$450.00	\$315.00
3/25/2019	Received and reviewed emails from Nancy Haack re: Meeting summary and trial strategy, recent disclosure of financial information showing NRS operating at a loss, impact of same on trial strategy.	0.20	\$0.00	\$0.00
3/26/2019	Met with Nancy Haack re: additional information re: NRS Realty Performance in 2018.	0.20	\$0.00	\$0.00
3/28/2019	Attended calendar meeting with staff and discussed related tasks for upcoming deadlines.	0.20	\$55.00	\$11.00
3/29/2019	Reviewed pages 74-83 as advised by client to assist in trial preparation.	0.30	\$125.00	\$37.50
3/29/2019	Reviewed the 2017 taxes and the email from Nancy.	0.30	\$450.00	\$135.00
3/29/2019	Exchanged emails with Joe Leauanae re: trial schedule, scope of testimony.	0.20	\$55.00	\$11.00
<b>Service Totals:</b>		<b>9.00</b>		<b>\$2,004.50</b>

## Expenses

Date	Description	Amount
3/14/2019	Process Serving Check request in the amount of \$76.00 for invoice number EP142002 for a Rush to deliver Subpoena Duces Tecum to 637 N. Stephanie St. Ste. B7 Henderson, NV 89014	\$76.00
<b>Expense Total:</b>		<b>\$76.00</b>

### **Services Summary**

Services: \$2,004.50  
 Expenses: \$76.00  
 Bill Total: \$2,080.50  
 Outstanding: \$68,670.17  
 Amount Due: **\$70,750.67**  
 Due Date: **5/2/2019**

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# SHUMWAY • VAN

Matter: **Nancy, Haack and NRS Realty Group, LLC vs. Sean Evenden and Roger Ayala**  
Trust Balance: **\$0.00**  
Retainer Balance: **\$0.00**

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#: **122436**  
Date: 5/1/2019  
Bill Total: \$1,415.50  
Outstanding: \$65,750.67  
Amount Due: **\$67,166.17**  
Due Date: **5/31/2019**

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Real Estate Law - Securities Law & Litigation - Technology Law - Trusts & Estates

## Outstanding Bills

Date	Bill	Amount	Payments	Outstanding
8/1/2018	113047	\$15,332.04	\$0.00	\$15,332.04
9/4/2018	113995	\$12,334.87	\$2,484.67	\$9,850.20
10/3/2018	114978	\$17,342.79	\$0.00	\$17,342.79
11/5/2018	115983	\$15,504.39	\$0.00	\$15,504.39
12/5/2018	116605	\$4,276.75	\$0.00	\$4,276.75
1/7/2019	117739	\$195.00	\$0.00	\$195.00
2/4/2019	118728	\$109.50	\$0.00	\$109.50
3/4/2019	120248	\$1,059.50	\$0.00	\$1,059.50
4/2/2019	121405	\$2,080.50	\$0.00	\$2,080.50
				\$65,750.67

## Services

Date	Description	Hours	Rate	Total
4/1/2019 KAS	Reviewed Nancy Haack's deposition testimony, pp. 73-84 as requested by Nancy.	0.30	\$300.00	\$90.00
4/2/2019 DP	Received client documents from GRC re: Royal Diamond Realty, updated client document file, retitled with appropriate file names.	0.20	\$55.00	\$11.00
4/3/2019 MCV	Reviewed Trial questions and emails from Nancy Haack.	0.80	\$125.00	\$100.00
4/4/2019 KAS	Received and reviewed Notice of Rescheduling Hearing for calendar call.	0.20	\$55.00	\$11.00
4/4/2019 KAS	Received and reviewed email correspondence from Nancy Re: her response to Roger and Sean's request to sign and approve of 2018 tax returns for NRS, LLC.	0.20	\$55.00	\$11.00
4/4/2019 MM	Reviewed clients AR, reviewed April invoice, checked the calendar for any upcoming events or deadlines.	0.10	\$0.00	\$0.00
4/5/2019 DP	Received and reviewed Notice Resetting Date and Time of hearing, updated pleading file, revised attorney calendar, emailed KAS and GRC.	0.20	\$55.00	\$11.00
4/5/2019 DP	Telephone call to Ms. Haack and correspondence re: Calendar Call rescheduled to April 8, 2019, with hearing details.	0.20	\$55.00	\$11.00
4/8/2019 KAS	Prepared for and attended calendar call hearing.	1.00	\$300.00	\$300.00
4/8/2019 CG	Updated calendar with trial set for May 13, 2019.	0.10	\$125.00	\$12.50
4/9/2019 KAS	Met with MCV re: trial schedule, exchanged emails with opposing counsel re: same.	0.20	\$55.00	\$11.00
4/9/2019 KAS	Met with MM re: case status updates for clients.	0.10	\$55.00	\$5.50
4/9/2019 MCV	Reviewed the questions from the bank that were provided by Nancy Haack.	0.40	\$450.00	\$180.00
4/9/2019 DP	Reviewed KAS correspondence to Pat Sheehan re: MCV conflict with trial date and possible Stipulation to reset.	0.20	\$0.00	\$0.00
4/9/2019 DP	Attended calendar meeting with staff discussed upcoming two week event calendar, i.e., possible stipulation and resetting of trial date.	0.20	\$55.00	\$11.00
4/9/2019 CG	Briefly met with KAS re: MCV conflict for the trial dates set in May. Calendared status check for April 16, 2019 at 9:30 am to reset trial date.	0.20	\$0.00	\$0.00



Date	Description	Hours	Rate	Total
4/9/2019 MM	Met with KAS for a case update.	0.10	\$0.00	\$0.00
4/10/2019 DP	Received court filed copy of Notice of Hearing, set for April 16, 2019 at 1:00 p.m.; reviewed register of actions, confirmed calendar, updated pleading file, call to department to confirm 2 status checks set for 9:30 and 1:00 p.m., on April 16, 2019; instructed to call back as JEA, Carmen Alper out for several days; conferred with KAS.	0.50	\$55.00	\$27.50
4/10/2019 MM	Input case update.	0.10	\$0.00	\$0.00
4/11/2019 DP	Reviewed Exhibit Guidelines for RJC Dept XXIII, i.e, trial binder details, reviewed register of actions, calendared deadlines for exhibits to court.	0.60	\$0.00	\$0.00
4/11/2019 CG	Left voicemail with the judge's assistant re: trial readiness date and time on April 16, 2019.	0.10	\$0.00	\$0.00
4/12/2019 KAS	Exchanged emails with Nancy Haack re: Defendant's witnesses list.	0.10	\$55.00	\$5.50
4/15/2019 CG	Reviewed MCV calendar fro the next few months, provided MCV with a list of available dates to schedule trial.	0.30	\$55.00	\$16.50
4/16/2019 KAS	Prepared for and attended status check hearing on trial dates.	1.50	\$0.00	\$0.00
4/16/2019 CG	Calendared trial for July 17, 18, and 19.	0.10	\$125.00	\$12.50
4/16/2019 MCV	Attended status check hearing regarding trial setting issues. Email with Nancy Haack regarding the trial and preparation for the same.	1.50	\$125.00	\$187.50
4/22/2019 KAS	Received and reviewed email from Nancy Haack re: Trial questions, evidnece and demands, with demonstrative exhibits.	0.20	\$300.00	\$60.00
4/22/2019 MCV	Reviewed the documents with regard to Nancy Haack's trial preparation and the Table of Contents.	0.40	\$125.00	\$50.00
4/22/2019 DP	Team meeting regarding Order Resetting Bench Trial and new related trial dates.	0.20	\$55.00	\$11.00
4/23/2019 KAS	Received and reviewed email from Nancy haak re: Witnesses she wants to call at trial.	0.10	\$300.00	\$30.00
4/24/2019 DP	Reviewed Order Re-Setting Civil Bench Trial. for remaining deadlines for Motions in Limine, meet and confer, pretrial memorandum, and deadlines for oppositions and replies to pretrial motions; set reminders for same.	0.80	\$55.00	\$44.00
4/25/2019 KAS	Phone call with Nancy re: Notice of Annual Meeting of NRS, LLC Strategy for response to same.	0.20	\$300.00	\$60.00
4/30/2019 MCV	Email response to Nancy Haack with regard to the trial date and trial preparations.	0.30	\$450.00	\$135.00
4/30/2019 DP	Copied on MCV correspondence response to Ms. Haack re: trial date and preparation for same; updated correspondence files.	0.20	\$55.00	\$11.00
<b>Service Totals:</b>		<b>11.90</b>		<b>\$1,415.50</b>

#### **Services Summary**

Services: \$1,415.50  
 Bill Total: \$1,415.50  
 Outstanding: \$65,750.67  
 Amount Due: **\$67,166.17**  
 Due Date: **5/31/2019**

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# SHUMWAY • VAN

Matter: **Nancy, Haack and NRS Realty Group, LLC vs. Sean Evenden and Roger Ayala**  
Trust Balance: **\$0.00**  
Retainer Balance: **\$0.00**

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#: **122982**  
Date: 6/4/2019  
Bill Total: \$8,039.00  
Outstanding: \$61,666.17  
Amount Due: **\$69,705.17**  
Due Date: **7/4/2019**

You may pay this invoice by:

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Thank you for your valued business! We greatly value your trust and confidence and sincerely appreciate your loyalty to our business. Please consider using our law firm for all of your legal needs and we appreciate any referrals that you might make. The following is a list of our legal practice areas for your reference:

Litigation Services - Transactional Services - Business Law - Construction Law  
Entrepreneurial Services - Family Law - Finance - Immigration Law - Personal Injury  
Real Estate Law - Securities Law & Litigation - Technology Law - Trusts & Estates

## Outstanding Bills

Date	Bill	Amount	Payments	Outstanding
8/1/2018	113047	\$15,332.04	\$5,500.00	\$9,832.04
9/4/2018	113995	\$12,334.87	\$2,484.67	\$9,850.20
10/3/2018	114978	\$17,342.79	\$0.00	\$17,342.79
11/5/2018	115983	\$15,504.39	\$0.00	\$15,504.39
12/5/2018	116605	\$4,276.75	\$0.00	\$4,276.75
1/7/2019	117739	\$195.00	\$0.00	\$195.00
2/4/2019	118728	\$109.50	\$0.00	\$109.50
3/4/2019	120248	\$1,059.50	\$0.00	\$1,059.50
4/2/2019	121405	\$2,080.50	\$0.00	\$2,080.50
5/1/2019	122436	\$1,415.50	\$0.00	\$1,415.50

\$61,666.17

## Services

Date	Description	Hours	Rate	Total
5/1/2019 KAS	Exchanged emails with Nancy Haack re: Annual Meeting of Members of NRS, drafted Proxy Designation nominating myself as Nancy's Proxy.	0.40	\$300.00	\$120.00
5/1/2019 DP	Copied on KAS correspondence to Ms. Haack re; completion of Proxy Designation, updated correspondence file.	0.20	\$55.00	\$11.00
5/2/2019 KAS	Met with Nancy Haack re: Trial preparation.	0.50	\$300.00	\$150.00
5/3/2019 DP	Received Proxy Designation executed by Nancy Haack and KAS, updated client document file, prepared correspondence to Mr. Sheehan, Sean Evenden and Roger Ayala re: Meeting on May 6, 2019 and KAS as proxy for client.; updated hard file; organized electronic client document files.	0.80	\$55.00	\$44.00
5/6/2019 KAS	Prepared for and attended Annual Meeting of Members of NRS Realty Group, LLC, emailed Nancy Haack re: outcome of same.	1.50	\$300.00	\$450.00
5/6/2019 KAS	Received and reviewed Notice of Special Meeting of Members of NRS Realty Group, LLC, left message with Nancy Haack re: same.	0.20	\$300.00	\$60.00
5/7/2019 KAS	Phone call with Nancy Haack re: Meeting of Members of NRS Realty, LLC, Roger and Sean's attempt to amend the Operating Agreement, the New Notice of Special Meeting to Amend Operating Agreement, possible filing of Motion for Preliminary injunction and Temporary Restraining order.	0.20	\$300.00	\$60.00
5/8/2019 KAS	Drafted Ex Parte Application for Temporary Restraining Order and Preliminary injunction.	5.50	\$55.00	\$302.50
5/8/2019 CG	Received and saved Roger trial questions received from Nancy Haack.	0.10	\$125.00	\$12.50
5/9/2019 KAS	Drafted Ex Parte Application for Temporary Restraining Order and Preliminary Injunction.	6.00	\$300.00	\$1,800.00
5/10/2019 KAS	Continued drafting Ex Parte Application for Temporary Restraining Order and Preliminary Injunction, Drafted Declaration in Support of same.	5.50	\$300.00	\$1,650.00
5/13/2019 KAS	Revised and edited Motion for Preliminary Injunction and Temporary Restraining Order to Incorporate Nancy Haack's input, revised proposed Order, compiled exhibits and prepared for filing.	1.50	\$300.00	\$450.00
5/13/2019 MCV	Reviewed email from Nancy Haack with regard to the license renewal.	0.40	\$450.00	\$180.00
5/13/2019 DP	Received KAS executed Order Granting Temporary Restraining Order and Setting Hearing on Motion for Preliminary Injunction with Plaintiffs ExParte Application for a Temporary Restraining Order and Motion for Preliminary Injunction on Order Shortening Time, prepared copy for opposing counsel; coordinated with Junes Legal for delivery of same to chambers and opposing counsel; prepared email to opposing counsel, with attached.	0.50	\$55.00	\$27.50

Date	Description	Hours	Rate	Total
5/13/2019 DP	Prepared email to Patrick Sheehan, Esq., with Plaintiff's Exparte Application for a Temporary Restraining Order and Motion for Preliminary Injunction on Order Shortening Time, copied KAS.	0.30	\$125.00	\$37.50
5/14/2019 KAS	Followed up with DP re: status of Court approval on Motion for Temporary Restraining Order.	0.20	\$0.00	\$0.00
5/14/2019 DP	Conferred with KAS re: timeframe for execution of Plaintiffs' Order Granting Temporary Restraining Order and Setting Hearing on Motion for Preliminary Injunction, left several messages with law clerk and JEA, prepared email to chambers with Order and Application, conferred with Junes Legal re: runner pick up of order.	0.80	\$55.00	\$44.00
5/14/2019 DP	Submitted Plaintiffs' Ex Parte Application for a Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time for filing in Eighth Judicial District Court via Odyssey with instructions.	0.40	\$125.00	\$50.00
5/14/2019 DP	Received court filed copy of Plaintiffs' Ex Parte Application for a Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time from Eighth Judicial District Court, incorporated to pleading file for reference.	0.20	\$55.00	\$11.00
5/15/2019 KAS	Emailed DP re: status of Court Approval of Temporary Restraining Order.	0.10	\$55.00	\$5.50
5/15/2019 KAS	Phone call with Carmen Alper re: status of Order Granting Temporary Restraining Order.	0.20	\$300.00	\$60.00
5/15/2019 DP	Spoke with law clerk in chambers re: Order Granting Temporary Order and Setting Hearing on Motion for Preliminary Injunction, instructed dept. will call when Order executed; prepared email to KAS.	0.20	\$55.00	\$11.00
5/15/2019 DP	Received filing receipt from Eighth Judicial District Court re: Plaintiffs Ex Parte Application for Temporary Restraining Order; saved to cost file expensed matter, submitted to accounting.	0.20	\$55.00	\$11.00
5/16/2019 MM	Filed Order Granting Temporary Restraining Order and Setting hearing on motion for Preliminary injunctions. Saved a copy of the filing receipt into the clients file and sent it to accounting. Saved the filed stamped copy into the clients pleadings file. Calendared hearing for May 28, 2019 at 9:30 am. Calendared deadlines for oppositions and replies.	0.50	\$85.00	\$42.50
5/16/2019 MM	Called district court in regards to the security bond. Sent the check request to accounting.	0.30	\$55.00	\$16.50
5/16/2019 KAS	Communicated with Court JEA re: TRO.	0.50	\$300.00	\$150.00
5/17/2019 MM	Drafted Notice of Entry of Order. Received signed notice from KAS. Filed Notice of Entry of Order in Odyssey. Received file stamped copy and saved it into the clients file. Saved filing receipt into the clients file and sent it to accounting.	0.70	\$85.00	\$59.50
5/17/2019 MM	Email correspondence with accounting in regards to the bond.	0.10	\$85.00	\$8.50
5/17/2019 MM	Received Original order Granting Temporary restraining order and setting hearing on motion for preliminary injunction. Given to SW to place in hardfile.	0.10	\$85.00	\$8.50
5/17/2019 MM	Notice of Entry of order was email to Sean and Patrick Sheehan with a copy of the order. Drafted letter to the court for the security bond check. Gave documents and check to VC to place in the mail.	0.30	\$85.00	\$25.50
5/20/2019 MM	Reviewed in calendar meeting.	0.10	\$85.00	\$8.50
5/21/2019 KAS	Received email from Pat Sheehan re: stipulating to maintaining status quo in lieu of attending hearing on motion for injunction, called Nancy Haack discussed same, confirmed approval for stipulation with client and opposing counsel.	0.40	\$300.00	\$120.00
5/22/2019 CG	Discussed upcoming trial with MCV; set trial preparation meeting for May 23, 2019 at 9:00 am.	0.20	\$125.00	\$25.00
5/23/2019 DP	Team meeting with MCV, KAS, CG re: trial prep., ie., exhibit lists, communication with opposing counsel re: coordination of same, and paralegal attendance at trial.	0.40	\$55.00	\$22.00
5/23/2019 DP	Prepared Plaintiff's List of Witness for Trial.	0.50	\$55.00	\$27.50
5/23/2019 CG	Trial preparation meeting with KAS, MCV and DP saved notes to file and calendared one week follow up meeting.	0.30	\$125.00	\$37.50
5/23/2019 MCV	Litigation strategy meeting with KAS, DP and CG regarding Trial Preparation	0.60	\$450.00	\$270.00

Date	Description	Hours	Rate	Total
5/30/2019	Trial Preparation: prepared witness questions. KAS	1.20	\$300.00	\$360.00
5/31/2019	Attended calendar team meeting discussed upcoming case events, i.e., trial preparation meeting, witness identification list, deadline to file pretrial memorandum. DP	0.20	\$55.00	\$11.00
5/31/2019	Prepared revisions to Plaintiffs List of Witnesses. DP	0.40	\$125.00	\$50.00
5/31/2019	Phone call with Nancy Haack re: documents she needs for Real Estate division hearing, trial preparations, reviewed file to locate requested documents, forwarded same to Nancy. KAS	0.70	\$300.00	\$210.00
5/31/2019	Trial Preparations, established witness folders and began depositing relevant documents for each. KAS	1.50	\$300.00	\$450.00
5/31/2019	Exchanged emails with Joe Leauanae re: trial Schedule and scheduling meeting to discuss potential testimony subjects. KAS	0.20	\$300.00	\$60.00
<b>Service Totals:</b>		<b>35.10</b>		<b>\$7,510.00</b>

## Expenses

Date	Description	Amount
4/30/2019	Travel Reimbursement for KAS travel to hearing on April 8, 2019.	\$8.00
5/15/2019	Legal Filings Filing receipt from Eighth Judicial District Court re: Plaintiffs Ex Parte Application for Temporary Restraining Order.	\$7.00
5/16/2019	Legal Filings Filed Order Granting Temporary Restraining Order and Setting hearing on motion for Preliminary injunctions.	\$7.00
5/16/2019	Other Fees Bond for Order Granting Temporary Restraining Order and Setting hearing on motion for Preliminary injunctions.	\$500.00
5/17/2019	Legal Filings Filed Notice of Entry of Order.	\$7.00
<b>Expense Total:</b>		<b>\$529.00</b>

### **Services Summary**

Services: \$7,510.00  
 Expenses: \$529.00  
 Sub Total: \$8,039.00  
 Bill Total: \$8,039.00  
 Outstanding: \$61,666.17  
 Amount Due: **\$69,705.17**  
 Due Date: **7/4/2019**

Shumway Van  
8 E 300 S #550  
Salt Lake City, UT 84111  
P: (801) 478-8080  
F: (801) 478-8088

# SHUMWAY • VAN

Matter: **Nancy, Haack and NRS Realty Group, LLC vs. Sean Evenden and Roger Ayala**  
Trust Balance: **\$0.00**  
Retainer Balance: **\$0.00**

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#: **124019**  
Date: 7/2/2019  
Bill Total: \$15,433.53  
Outstanding: \$64,525.67  
Amount Due: **\$79,959.20**  
Due Date: **8/1/2019**

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Date	Bill	Amount	Payments	Outstanding
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10/3/2018	114978	\$17,342.79	\$0.00	\$17,342.79
11/5/2018	115983	\$15,504.39	\$0.00	\$15,504.39
12/5/2018	116605	\$4,276.75	\$1,184.50	\$3,092.25
2/4/2019	118728	\$109.50	\$0.00	\$109.50
3/4/2019	120248	\$1,059.50	\$0.00	\$1,059.50
4/2/2019	121405	\$2,080.50	\$0.00	\$2,080.50
5/1/2019	122436	\$1,415.50	\$0.00	\$1,415.50
6/4/2019	122982	\$8,039.00	\$0.00	\$8,039.00

\$64,525.67

## Services

Date	Description	Hours	Rate	Total
6/3/2019 KAS	Exchanged emails with Joe Leauanae re: scheduling conference call to review areas of testimony.	0.20	\$55.00	\$11.00
6/3/2019 KAS	Exchanged emails with Nancy Haack re: NRCP and EDCR rules requiring meet and confer with opposing counsel.	0.30	\$300.00	\$90.00
6/3/2019 DP	Copied on KAS correspondence to expert witness Joseph Leauanae, scheduled conference call for June 12, 2019, at 1:00 p.m.	0.20	\$55.00	\$11.00
6/3/2019 DP	Reviewed witness disk files, downloaded and incorporated copies of exhibit linked deposition transcripts, full and condensed to witness files, confirmed download of exhibits.	1.10	\$55.00	\$60.50
6/3/2019 DP	Corresponded with Litigation Services, Inc., regarding access to transcript repository, exchanged emails re: same, reviewed deposition disk hard files for exhibits; reviewed transcript disks for Ryan Gibbs, Gary Schnitzer, Sean Evenden, Roger Ayala, Sallee Miller to identify and confirm download of exhibits, downloaded exhibit index to transcript file.	0.40	\$55.00	\$22.00
6/4/2019 KAS	Pulled relevant sections of NRCP 16.1 and EDCR 2.67 and incorporated into email responding to Nancy Haack's demand for proof that certain communications and pre-trial disclosures are mandatory.	0.50	\$300.00	\$150.00
6/4/2019 DP	Received and reviewed court filed copy of Stipulation and Order re: Motion for Preliminary Injunction off calendar; updated pleading file.	0.20	\$55.00	\$11.00
6/4/2019 DP	Received hard copy of original Order Granting Temporary Restraining Order, updated pleading file.	0.20	\$55.00	\$11.00
6/5/2019 CG	Email correspondence with KAS re: setting up trial preparation meeting with MCV and Nancy Haack.	0.10	\$125.00	\$12.50
6/6/2019 KAS	Discussed upcoming deadlines and Calendar Call hearing with staff during calendaring meeting.	0.10	\$300.00	\$30.00
6/6/2019 KAS	Discussed upcoming calendar call hearing with staff at calendaring meeting.	0.10	\$300.00	\$30.00
6/6/2019 DP	Attended team calendar meeting discussed upcoming conference call scheduled between KAS and expert witness Joseph Leauanae.	0.20	\$55.00	\$11.00
6/6/2019 DP	Filed hard copies of Affidavits of Service and Attempts for subpoenas for nine deponents; conferred with KAS re: binder preparation subsequent to Pre-trial meeting with Ms. Haack and opposing counsel.	0.50	\$55.00	\$27.50
6/6/2019 CG	Confirmed trial preparation meeting with Nancy Haack for June 10, 2019 at 3:00 pm; updated calendar.	0.10	\$125.00	\$12.50
6/10/2019 KAS	Reviewed questions for Roger Ayala and Sean Evenden provided by Nancy Haack, reviewed latest financial statements and tax documents provided for NRS Realty Group, LLC.	1.00	\$300.00	\$300.00

Date	Description	Hours	Rate	Total
6/10/2019 CG	Updated calendar with calendar call reset by the court from June 18, 2019 to June 11, 2019; notified KAS.	0.10	\$125.00	\$12.50
6/10/2019 MM	Discussed with KAS in morning meeting. Tasked with preparing exhibit binders for next weeks trial.	0.10	\$115.00	\$11.50
6/10/2019 MM	Trial preparation with Nancy Haack. following up with Ms. Haack on Thursday June 13, 2019 to go over important documents that need to be in the trial. Scanned and saved MCV and MM attorney notes to the clients files.	1.50	\$115.00	\$172.50
6/10/2019 MCV	Prepared for and attended the Nancy Haack meeting to prepare for trial.	1.40	\$450.00	\$630.00
6/10/2019 KAS	Drafted Supplemental Pre-Trial Memorandum.	1.00	\$300.00	\$300.00
6/10/2019 KAS	Met with Nancy MCV and MM re: trial preparations.	1.00	\$300.00	\$300.00
6/11/2019 MCV	Prepared for and attended hearing re: mandatory Pretrial Conference.	3.00	\$450.00	\$1,350.00
6/11/2019 MM	Received email correspondence from Ms. Haack with all the questions that she would like to be said during trial. Reviewed and saved all the documents into the clients file. Met with PL in regards to AR.	0.50	\$115.00	\$57.50
6/11/2019 KAS	Attended Calendar Call.	1.50	\$300.00	\$450.00
6/12/2019 KAS	Teleconference with Joe Leauanae re: trial prep.	0.30	\$300.00	\$90.00
6/12/2019 CG	Received exhibit information from the court clerk; updated calendar with deadlines. Emailed Nancy Haack the exact dates and times for trial.	0.20	\$125.00	\$25.00
6/12/2019 MCV	Prepared Nancy Direct Examination questions.	3.10	\$450.00	\$1,395.00
6/13/2019 KAS	Discussed upcoming trial related deadlines with staff at calendaring meeting.	0.10	\$55.00	\$5.50
6/13/2019 MM	Discussed the status of the case and the deadline set for June 21, 2019 to file Oppositions to Pre-Trial Motions and motions in Limine during the firm calendar meeting.	0.10	\$115.00	\$11.50
6/14/2019 MM	Received the official receipt for the temporary retraining order from the clerks office; a copy was scanned saved, renamed, and placed in chronological order into the clients file.	0.10	\$115.00	\$11.50
6/14/2019 SW	Scanned in client document and prepared for bates labeling to add to Ninth Supplemental Disclosures.	0.50	\$55.00	\$27.50
6/14/2019 SW	Drafted Ninth Supplemental Disclosures; saved to file and delivered to KAS for signature.	0.50	\$115.00	\$57.50
6/17/2019 MCV	Prepared for trial.	3.70	\$450.00	\$1,665.00
6/17/2019 SW	Prepared and served Plaintiff's Ninth Supplemental Disclosures of Witnesses and Production of Documents Pursuant to NRCP 16.1; saved service stamped copy to file and prepared to burn to a disc to serve to opposing counsel.	0.30	\$55.00	\$16.50
6/17/2019 SW	Prepared Plaintiff's 9th Supplement and disc for mailing to Opposing Counsel for review.	0.20	\$55.00	\$11.00
6/18/2019 KAS	Discussed upcoming trial deadlines with staff at calendaring meeting.	0.10	\$55.00	\$5.50
6/18/2019 MCV	Trial Preparation.	5.10	\$450.00	\$2,295.00
6/18/2019 MM	Discussed the status of the case and the Calendar call that is set for June 18, 2019 at 11:00 am during the firm calendar meeting.	0.10	\$115.00	\$11.50
6/20/2019 MCV	Prepare trial questions and email to Nancy.	4.70	\$450.00	\$2,115.00
6/24/2019 KAS	Exchanged emails with MCV re: Mary Carmen Ruiz being added to witness list, and subpoenaed to testify at trial. Reviewed affidavits of former Life Agents and deposition transcripts of Life agents and employees for possible use at trial, reviewed text messages between Roger, Sean and Nancy, as well as questions prepared by Nancy to determine which exhibits will be presented to and/or authenticated by each witness.	5.50	\$55.00	\$302.50

Date	Description	Hours	Rate	Total
6/24/2019 KAS	Reviewed and revised questions Nancy Haack prepared for Joe Leauanae's testimony, emailed Joe my notes on the same.	1.20	\$300.00	\$360.00
6/24/2019 MCV	Telephone call with Nancy Haack to prepare for trial; reviewed documents regarding the same.	1.20	\$450.00	\$540.00
6/25/2019 KAS	Met with EA re: Preparing Trial Subpoenas for Jessica Johnson, Jennifer Garcia and Mary Carmen Ruiz. Received and reviewed drafts of same, advised EA to request checks for witness fees and mileage, consulted NRCP and NRS re: witness fees.	0.40	\$300.00	\$120.00
6/25/2019 KAS	Discussed upcoming trial deadlines with staff at calendar meeting.	0.10	\$55.00	\$5.50
6/25/2019 EA	Drafted trial subpoena's Garcia, Johnson and Ruiz.	3.20	\$125.00	\$400.00
6/25/2019 MM	Assisted EA in conducting a TLO search for Witnesses Jessica Johnson and Jennifer Garia. A copy of the reports was placed into the clients file. Met with EA to discuss the findings.	0.40	\$115.00	\$46.00
6/26/2019 KAS	Received and reviewed email from Dept. 23 re: status check set for 7/2/19.	0.20	\$300.00	\$60.00
6/26/2019 KAS	Reviewed prior dispositive motions prepared by both parties to identify crucial issues for trial and to identified necessary witnesses and exhibits for trial.	3.00	\$55.00	\$165.00
6/26/2019 KAS	Meeting with Nancy Haack re: Trial preparation, conference call with Joe Leauanae re: same.	2.40	\$300.00	\$720.00
6/26/2019 EA	Researched fees for subpoenas, travel distance, travel costs and any other potential fees required by law.	2.00	\$55.00	\$110.00
6/26/2019 EA	Check request in the amount of 34.86 for witness Mary Carmen Ruiz to appear in trial, saved to file and emailed to accounting for processing.	0.20	\$0.00	\$0.00
6/26/2019 EA	Check request in the amount of 34.86 for witness Jennifer Kalai Garcia to appear in trial, saved to file and emailed to accounting for processing.	0.20	\$0.00	\$0.00
6/26/2019 EA	Check request in the amount of 34.86 for witness Jessica Johnson to appear in trial, saved to file and emailed to accounting for processing.	0.20	\$0.00	\$0.00
6/26/2019 MM	Re-pulled the TLO report for Jessica K. Garcia to check for discrepancies in her contact information. The report was sent to EA to review.	0.20	\$55.00	\$11.00
6/27/2019 KAS	Phone calls with Nancy Haack re: documents and witnesses she wants to produce at trial, received and reviewed emails from Nancy re: same.	0.30	\$300.00	\$90.00
6/27/2019 KAS	Reviewed evidence log provided by Nancy Haack and confirmed which were previously disclosed and those that have not been provided to SV prior to close of discovery. Identified exhibits that we will submit for stipulated admission.	4.50	\$55.00	\$247.50
6/27/2019 KAS	Call with Dept. 23 Judicial Assistant re: Status Check.	0.20	\$300.00	\$60.00
6/27/2019 CG	Received email from the Court re: a status check is on calendar for July 2, 2019 at 9:30 am; updated MCV and KAS calendar.	0.20	\$125.00	\$25.00
6/28/2019 KAS	Continued process of preparing trial exhibits.	3.70	\$55.00	\$203.50
6/29/2019 KAS	Received and reviewed email from Nancy re: additional witnesses she'd like to call at trial.	0.10	\$300.00	\$30.00
<b>Service Totals:</b>		<b>63.80</b>		<b>\$15,313.00</b>

## Expenses

Date	Description	Amount
6/17/2019	Postage Postage fee for mailing Plaintiff's 9th Supplement and disc for mailing to Opposing Counsel.	\$0.95
6/25/2019	Legal Research TLO search for Witnesses Jessica Johnson and Jennifer Garcia.	\$10.00
6/26/2019	Matter Cost Check request in the amount of 34.86 for witness Mary Carmen Ruiz to appear in trial, saved to file and emailed to accounting for processing.	\$34.86

Date	Description	Amount
6/26/2019	Matter Cost Check request in the amount of 34.86 for witness Jennifer Kalai Garcia to appear in trial, saved to file and emailed to accounting for processing.	\$34.86
6/26/2019	Matter Cost Check request in the amount of 34.86 for witness Jessica Johnson to appear in trial, saved to file and emailed to accounting for processing.	\$34.86
6/26/2019	Legal Research Re-pulled the TLO report for Jessica K Garcia to check for discrepancies in her contact information.	\$5.00
		<b>Expense Total: \$120.53</b>

#### **Services Summary**

Services: \$15,313.00  
 Expenses: \$120.53  
 Sub Total: \$15,433.53  
 Bill Total: \$15,433.53  
 Outstanding: \$64,525.67  
 Amount Due: **\$79,959.20**  
 Due Date: **8/1/2019**

Shumway Van  
8 E 300 S #550  
Salt Lake City, UT 84111  
P: (801) 478-8080  
F: (801) 478-8088

# SHUMWAY • VAN

Matter: **Haack, Nancy and NRS Realty Group, LLC vs. Sean Evenden and Roger Ayala**  
Trust Balance: **\$0.00**  
Retainer Balance: **\$0.00**

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#: **125671**  
Date: 8/2/2019  
Bill Total: \$1,984.00  
Outstanding: \$79,959.20  
Amount Due: **\$81,943.20**  
Due Date: **8/30/2019**

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10/3/2018	114978	\$17,342.79	\$0.00	\$17,342.79
11/5/2018	115983	\$15,504.39	\$0.00	\$15,504.39
12/5/2018	116605	\$4,276.75	\$1,184.50	\$3,092.25
2/4/2019	118728	\$109.50	\$0.00	\$109.50
3/4/2019	120248	\$1,059.50	\$0.00	\$1,059.50
4/2/2019	121405	\$2,080.50	\$0.00	\$2,080.50
5/1/2019	122436	\$1,415.50	\$0.00	\$1,415.50
6/4/2019	122982	\$8,039.00	\$0.00	\$8,039.00
7/2/2019	124019	\$15,433.53	\$0.00	\$15,433.53
				\$79,959.20

## Services

Date	Description	Hours	Rate	Total
7/1/2019 KAS	Discussed upcoming status check hearing, deadlines to submit exhibits and trial dates at calendaring meeting.	0.10	\$55.00	\$5.50
7/1/2019 MCV	Reviewed the questions provided by Nancy to prepare for trial. Email correspondence with Nancy with regard to naming Crystal and Irma as witnesses.	1.70	\$125.00	\$212.50
7/1/2019 KAS	Received and reviewed email from Nancy Haack re: trial witnesses.	0.10	\$300.00	\$30.00
7/1/2019 KAS	Received and reviewed/revised cover letter for trial subpoenas.	0.30	\$300.00	\$90.00
7/1/2019 EA	Drafted trial subpoena cover letter.	0.50	\$125.00	\$62.50
7/1/2019 KAS	Exchanged emails with Joe Leauanae re: available dates for trial.	0.20	\$55.00	\$11.00
7/1/2019 CG	Reviewed MCV calendar; prepared list of conflicting dates and available dates for MCV to attend trial in preparation for tomorrow's status check with the Court.	0.40	\$125.00	\$50.00
7/2/2019 KAS	Exchanged emails with Joe Leauanae re: new trial dates and confirmed his availability for same.	0.20	\$55.00	\$11.00
7/2/2019 KAS	Attended Status Check hearing.	2.00	\$55.00	\$110.00
7/2/2019 CG	Updated calendar with new trial dates.	0.20	\$125.00	\$25.00
7/2/2019 MCV	Court with regarding the the Mandatory Court Appearance and call with Nancy Haack regarding the changes in the Court Trial Date.	1.40	\$450.00	\$630.00
7/2/2019 MCV	Telephone call with Renee with regard to case and the continued date.	0.50	\$125.00	\$62.50
7/3/2019 KAS	Received and reviewed emails from Nancy Haack re: public remarks of Sean and Roger, text from Sean in 2017.	0.20	\$55.00	\$11.00
7/3/2019 MCV	Email correspondence with Nancy Haack regarding the current status of the case.	0.30	\$125.00	\$37.50
7/8/2019 KAS	Received and reviewed email from Nancy Haack re: follow up documents from meeting saved same to file.	0.20	\$55.00	\$11.00



Date	Description	Hours	Rate	Total
7/8/2019 KAS	Received and reviewed Order Re-Setting Trial Date.	0.10	\$0.00	\$0.00
7/8/2019 MCV	Meeting with Nancy Haack regarding the current structure of the case and how to proceed forward.	1.10	\$125.00	\$137.50
7/8/2019 CG	Responded to email from Nancy Haack re: meeting today with MCV and KAS. Scheduled for 1:00 pm.	0.20	\$125.00	\$25.00
7/8/2019 MM	Scanned and saved Junes invoice DR308470 into the clients file. Check request was made in the amount if \$52.00 for a rush job to pick up a document from Fennemores office. Check request and invoice were sent to accounting.	0.20	\$115.00	\$23.00
7/8/2019 KAS	Meeting with Nancy Haack, Renee Haack, and MCV re: trial preparation, extending lease, other collateral issues.	1.10	\$300.00	\$330.00
7/9/2019 MM	Received the Order re-setting firm Civil bench trial dates; the pleading was reviewed and all date son the pleading were added to the calendar. The pleading has been saved into the clients "filed pleadings" file.	0.30	\$115.00	\$34.50
7/18/2019 MM	Ms. Haack came into the office to pick up her evidence binder.	0.10	\$115.00	\$11.50
7/21/2019 KAS	Received and reviewed email from Sean Evenden re: June finacials, email from Nancy re: same.	0.20	\$55.00	\$11.00
<b>Service Totals:</b>		<b>11.60</b>		<b>\$1,932.00</b>

## Expenses

Date	Description	Amount
7/8/2019	Runner Service Fees Check request was made in the amount if \$52.00 for a rush job to pick up a document from Fennemores office.	\$52.00
<b>Expense Total:</b>		<b>\$52.00</b>

### Services Summary

Services: \$1,932.00  
 Expenses: \$52.00  
 Sub Total: \$1,984.00  
 Bill Total: \$1,984.00  
 Outstanding: \$79,959.20  
 Amount Due: **\$81,943.20**  
 Due Date: **8/30/2019**

Shumway Van  
8 E 300 S #550  
Salt Lake City, UT 84111  
P: (801) 478-8080  
F: (801) 478-8088

---

Matter: **Haack, Nancy and NRS Realty Group, LLC vs. Sean Evenden and Roger Ayala**  
Trust Balance: **\$0.00**  
Retainer Balance: **\$0.00**

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#: **126471**  
Date: 9/3/2019  
Bill Total: \$1,888.00  
Outstanding: \$81,943.20  
Amount Due: **\$83,831.20**  
Due Date: **9/30/2019**

You may pay this invoice by:

1. Mailing a check to our address indicated above. ***Please make all checks payable to: Shumway Van***
2. [Pay Online](#)
3. Pay-by-Phone: **(800) 868-1341**

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Thank you for your valued business! We greatly value your trust and confidence and sincerely appreciate your loyalty to our business. Please consider using our law firm for all of your legal needs and we appreciate any referrals that you might make. The following is a list of our legal practice areas for your reference:

Litigation Services - Transactional Services - Business Law - Construction Law  
Entrepreneurial Services - Family Law - Finance - Immigration Law - Personal Injury  
Real Estate Law - Securities Law & Litigation - Technology Law - Trusts & Estates

## Outstanding Bills

Date	Bill	Amount	Payments	Outstanding
8/1/2018	113047	\$15,332.04	\$9,300.00	\$6,032.04
9/4/2018	113995	\$12,334.87	\$2,484.67	\$9,850.20
10/3/2018	114978	\$17,342.79	\$0.00	\$17,342.79
11/5/2018	115983	\$15,504.39	\$0.00	\$15,504.39
12/5/2018	116605	\$4,276.75	\$1,184.50	\$3,092.25
2/4/2019	118728	\$109.50	\$0.00	\$109.50
3/4/2019	120248	\$1,059.50	\$0.00	\$1,059.50
4/2/2019	121405	\$2,080.50	\$0.00	\$2,080.50
5/1/2019	122436	\$1,415.50	\$0.00	\$1,415.50
6/4/2019	122982	\$8,039.00	\$0.00	\$8,039.00
7/2/2019	124019	\$15,433.53	\$0.00	\$15,433.53
8/2/2019	125671	\$1,984.00	\$0.00	\$1,984.00

\$81,943.20

## Services

Date	Description	Hours	Rate	Total
8/2/2019 KAS	Sent demand to opposing counsel re: include beginning balance on future and past monthly financial statements.	0.20	\$300.00	\$60.00
8/5/2019 KAS	Received and reviewed email from Nancy Haack re: Sales stolen by Sean, other grievances.	0.10	\$55.00	\$5.50
8/5/2019 KAS	Received and reviewed email from Pat Sheehan re: he will send demand for updated financials to his clients.	0.10	\$300.00	\$30.00
8/5/2019 MCV	Reviewed email correspondence from Nancy Haack with regard to her desires at the time of trial.	0.30	\$450.00	\$135.00
8/7/2019 KAS	Phone call with Nancy Haack re: she wants to reach out to agents from NRS to let them know she can provide office space in the event Roger and Sean fail to renew the lease and seek to shift all agents to Life Real Estate, LLC. Reviewed emails from Nancy re: same.	0.20	\$300.00	\$60.00
8/8/2019 KAS	Received and reviewed email from Nancy Haack with her analysis of 2018 balance sheet.	0.20	\$300.00	\$60.00
8/8/2019 DL	Received and incorporated into file for trial preparation e-mail correspondence and document from Nancy Haack to MCV regarding commission from sales stolen.	0.10	\$0.00	\$0.00
8/9/2019 MCV	Telephone call with Nancy Haack regarding her desire to take back the company.	0.30	\$125.00	\$37.50
8/12/2019 MCV	Email correspondence with Nancy and meeting with KAS regarding the tax receipts issues.	0.30	\$450.00	\$135.00
8/12/2019 KAS	Received and reviewed email from Joe Leauanae re: Nancy's analysis of 2018 balance sheet, received and reviewed email from Nancy re: supporting documentation for 2018 taxes.	0.20	\$300.00	\$60.00
8/13/2019 KAS	Discussed upcoming meeting with Nancy Haack with staff at calendaring meeting.	0.10	\$55.00	\$5.50
8/13/2019 KAS	Met with AMD re: drafting demand to inspect company records of NRS, reviewed and executed same.	0.20	\$300.00	\$60.00
8/13/2019 AD	Meeting with KAS regarding drafting a letter to invoke owner's right to inspect business records.	0.10	\$125.00	\$12.50
8/13/2019 MM	Phone correspondence from Ms. Haack regarding she would like to schedule a time to see MCV. Calendared her in for Thursday August 15, 2019 at 9:30 am.	0.10	\$115.00	\$11.50

Date	Description	Hours	Rate	Total
8/13/2019 AD	Prepared a demand letter to invoke Ms. Haack's right as an owner to inspect business records.	1.20	\$125.00	\$150.00
8/13/2019 DL	Prepared and scanned KAS letter to Sheehan regarding demand to inspect records. E-mailed correspondence and letter to Sheehan, saved same to file.	0.30	\$115.00	\$34.50
8/15/2019 KAS	Meeting with Nancy Haack re: trial preparation, lease extension/recruitment of agents.	0.70	\$55.00	\$38.50
8/15/2019 MCV	Meeting with Nancy Haack with regard to the directions that we need to go for trial preparation.	0.50	\$450.00	\$225.00
8/16/2019 KAS	Phone call with Nancy Haack re: Demonstrative Exhibits.	0.20	\$55.00	\$11.00
8/19/2019 KAS	Received and reviewed email from opposing counsel re: his clients will assemble documents for Nancy's review.	0.20	\$300.00	\$60.00
8/20/2019 DL	Received and incorporated into file e-mail correspondence from Patrick Sheehan re demand to inspect documents. Notified KAS via e-mail, added reminder to firm calendar re produce documents within one week.	0.20	\$115.00	\$23.00
8/26/2019 DL	Telephone call from Nancy Haack re schedule a meeting with KAS and MCV to look at a chart. Transferred call to MM re MCV's calendar.	0.10	\$0.00	\$0.00
8/26/2019 MM	Phone correspondence from Nancy Haack re: She would like to come in to show MCV and KAS her flip board that she wants presented in trial. Scheduled for September 3, 2019 at 9:30 am	0.20	\$115.00	\$23.00
8/27/2019 KAS	Met with MCV re: case strategy, calculation of damages.	0.20	\$0.00	\$0.00
8/28/2019 KAS	Received and reviewed email from Nancy Haack re: lease renewal, met with MCV re: case strategy.	0.20	\$300.00	\$60.00
8/28/2019 KAS	Discussed upcoming meeting with Nancy Haack re: trial preparation with staff at calendaring meeting.	0.10	\$55.00	\$5.50
8/29/2019 KAS	Received and reviewed email from Pat Sheehan re: Nancy's visit to office - request for her not to return without his client's prior approval. Received and reviewed Nancy's notes and pictures from her visit.	0.20	\$300.00	\$60.00
8/29/2019 KAS	Phone call with Pat Sheehan and MCV re: Roger and Sean denying Nancy Access to her office and review of records, additional calls with Nancy Haack re: same.	0.50	\$300.00	\$150.00
8/29/2019 KAS	Phone calls and reviewed emails from Nancy Haack re: visit to her office.	0.50	\$300.00	\$150.00
8/29/2019 DL	Telephone call from Nancy Haack re returning MCV & KAS's call; transferred to KAS.	0.10	\$0.00	\$0.00
8/29/2019 MCV	Telephone call with Pat Sheehan with regard to Nancy being at the office with police escort.	0.50	\$450.00	\$225.00
<b>Service Totals:</b>		<b>8.40</b>		<b>\$1,888.00</b>

#### **Services Summary**

Services: \$1,888.00  
 Sub Total: \$1,888.00  
 Bill Total: \$1,888.00  
 Outstanding: \$81,943.20  
 Amount Due: **\$83,831.20**  
 Due Date: **9/30/2019**

Shumway Van  
8 E 300 S #550  
Salt Lake City, UT 84111  
P: (801) 478-8080  
F: (801) 478-8088

# SHUMWAY • VAN

Matter: **Haack, Nancy and NRS Realty Group, LLC vs. Sean Evenden and Roger Ayala**  
Trust Balance: **\$0.00**  
Retainer Balance: **\$0.00**

Nancy Haack  
701 N Green Valley Pkwy  
#200  
Henderson, NV 89074

Bill#: **127338**  
Date: 10/2/2019  
Bill Total: \$2,702.15  
Outstanding: \$83,831.20  
Amount Due: **\$86,533.35**  
Due Date: **10/30/2019**

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10/3/2018	114978	\$17,342.79	\$0.00	\$17,342.79
11/5/2018	115983	\$15,504.39	\$0.00	\$15,504.39
12/5/2018	116605	\$4,276.75	\$1,184.50	\$3,092.25
2/4/2019	118728	\$109.50	\$0.00	\$109.50
3/4/2019	120248	\$1,059.50	\$0.00	\$1,059.50
4/2/2019	121405	\$2,080.50	\$0.00	\$2,080.50
5/1/2019	122436	\$1,415.50	\$0.00	\$1,415.50
6/4/2019	122982	\$8,039.00	\$0.00	\$8,039.00
7/2/2019	124019	\$15,433.53	\$0.00	\$15,433.53
8/2/2019	125671	\$1,984.00	\$0.00	\$1,984.00
9/3/2019	126471	\$1,888.00	\$0.00	\$1,888.00

\$83,831.20

## Services

Date	Description	Hours	Rate	Total
9/3/2019 MCV	Email correspondence with Nancy Haack with regard to the case status and the Motion to Withdraw.	0.50	\$450.00	\$225.00
9/3/2019 PL	Tasked by DJS, drafted the motion to withdraw as attorney of counsel for Nancy Haack, notice of withdrawal, letter with upcoming pre-trial and trial dates and notice of attorney lien. Saved to file and emailed KAS for review and approval. Notified MCV, KAS & DJS of the same.	2.50	\$85.00	\$212.50
9/3/2019 MM	Phone correspondence from Nancy Haack re: She would like to have a conversation with MCV and DJS in regards to SV withdrawing from her case.	0.20	\$115.00	\$23.00
9/3/2019 KAS	Received and revised Motion to Withdraw as Counsel, reviewed scheduling orders for important dates to include in letter to client re: termination of attorney/client relationship.	0.70	\$300.00	\$210.00
9/3/2019 DL	Finalized Motion to withdraw as attorney for Haack and NRS Realty, added hearing requested as to add to court to calendar. Electronically filed same, prepared envelopes and labels for mailing to addresses on service list. Received from KAS letter to Haack re withdrawal. Prepared letter and envelope with postage for certified mailing. Scanned envelope & package into file.	0.90	\$115.00	\$103.50
9/4/2019 DL	Received and incorporated into file electronically filed clerk's notice of hearing re motion to withdraw. Calendared date referenced therein, discussed with KAS order on shortening time.	0.40	\$115.00	\$46.00
9/4/2019 KAS	Drafted Ex Parte Application for Order Shortening Time on Motion to Withdraw, Order Granting Same	1.40	\$300.00	\$420.00
9/5/2019 DL	Scanned and incorporated into file proposed order shortening time & ex-parte application for order shortening time re motion to withdraw as counsel. Prepared same & copies of motion for delivery to court, prepared run slip for runner to deliver to department 23. Telephone call to Wes in department 23 re an order shortening time is en route.	0.80	\$115.00	\$92.00
9/6/2019 DL	Prepared receipt of copy of Order Shortening time re Motion to Withdraw and Ex-Parte Application re same for opposing counsel's signature. Received and incorporated into file order shortening time signed by the judge, electronically filed order and ex-parte application, saved file-stamped copies, printed, and prepared run slip for runner to hand-deliver order to Sheehan's office and Haack's residence. Telephone calls from Ed with Legal Wings re Nancy not at business, obtained home address from KAS, gave to runner. Calendared deadlines for reply, opposition, and hearing date.	1.20	\$115.00	\$138.00
9/6/2019 KAS	Reviewed Order Shortening Time on Motion to Withdraw as counsel, met with DL re: service of same in accordance with Court's direction.	0.20	\$0.00	\$0.00



Date	Description	Hours	Rate	Total
9/6/2019 DL	Telephone calls from Ed with Legal Wings re attempted service if not at work address, Nancy's husband was personally served the order shortening time, affidavit of service will be sent Monday. E-mailed courtesy copy of order and motion to withdraw to Nancy.	0.40	\$0.00	\$0.00
9/6/2019 DL	Printed file-stamped copies of Motion to withdraw as counsel, ex-parte application re order shortening time. Downloaded Nancy's opposition form Odyssey and saved to file, printed copy and prepared run slip for delivery of courtesy copies prior to hearing on September 10.	0.40	\$55.00	\$22.00
9/9/2019 DL	Received hand-delivered Order shortening time re Motion to withdraw from court, original placed in filing.	0.10	\$115.00	\$11.50
9/9/2019 DL	Received invoice for process server delivery of Order shortening time to Nancy Haack; telephone call with Mary at Legal Wings re dispute of charge; agreed to reduce invoice amount. Received & saved new invoice. Discussed with KAS preparation of hearing tomorrow, printed copies of motion & opposition for binder.	0.80	\$0.00	\$0.00
9/9/2019 DL	Received and incorporated into file signed receipt of copy of order shortening time and ex-parte application re same from Patrick Sheehan. Received and incorporated proof of service of same to Nancy Haack returned by runner. Electronically filed receipt of copy & proof of service, received & saved file-stamped copies.	0.60	\$115.00	\$69.00
9/10/2019 KAS	Prepared for and attended hearing on Motion to Withdraw, per court instructions, met and conferred with Nancy Haack re: resolving issues with representation, following conference, court granted motion.	2.00	\$300.00	\$600.00
9/10/2019 DL	Prepared proposed order granting motion to withdraw as counsel for KAS review and signature. Discussed with KAS outcome of hearing and doing notice of lien.	0.60	\$55.00	\$33.00
9/11/2019 MCV	Telephone call with Nancy with regard to the possible reinstating SV as counsel.	0.30	\$450.00	\$135.00
9/11/2019 DL	Finalized proposed order granting motion to withdraw as counsel with KAS changes, prepared run slip for runner to deliver order to court for judge's signature, reviewed docket to confirm minutes of hearing re motion.	0.70	\$115.00	\$80.50
9/13/2019 MM	Phone correspondence from Nancy Haack re: She would like to set up a time to meet with MCV. Scheduled her to come in on Monday the 16th at 2:30 pm.	0.20	\$55.00	\$11.00
9/16/2019 KAS	Reviewed and responded to Nancy's list of requirements for settlement/success at trial, emailed same to DJS, phone call with MCV and DJS re: Nancy's offer to get us back in the case.	0.40	\$0.00	\$0.00
9/16/2019 MCV	Meeting with Nancy Haack regarding the proposed payment plan to get back in the case.	0.70	\$0.00	\$0.00
9/17/2019 DL	Received and prepared for electronic filing with the court notice of attorneys lien. Saved & printed file-stamped copies, prepared envelopes to mail copies of same to addresses on service list complete service of process.	0.50	\$55.00	\$27.50
9/18/2019 DL	Received from runner Order to Withdraw as Attorney of Record signed by the judge; electronically filed same, prepare notice of entry of order and electronically filed same. Received, saved & printed file-stamped copies, prepared envelopes and postage for mailing to Sheehan and Haack to complete service of process.	0.70	\$55.00	\$38.50
9/24/2019 DL	Received & saved to file Legal Wings invoice re order shortening time to Sheehan. Processed check request for same and invoice re delivery to Haack.	0.40	\$0.00	\$0.00
9/24/2019 DL	Copied entire electronic file of client documents and discovery folders to disc per Nancy's request for discovery, met with KAS re same. Removed word documents containing attorney work product. Informed VC to call client for pick up.	0.60	\$0.00	\$0.00
9/25/2019 DL	Received approved disc of client documents and discovery from KAS and instructed VC to call Nancy to pick it up.	0.20	\$0.00	\$0.00
<b>Service Totals:</b>		<b>18.40</b>		<b>\$2,498.00</b>

## Expenses

Date	Description	Amount
9/3/2019	Legal Filings Electronically filed motion to withdraw as counsel.	\$3.50
9/4/2019	Postage Mailed via certified mail encl Motion to Withdraw & letter to Nancy Haack re withdrawal.	\$7.35
9/6/2019	Legal Filings Electronically filed order shortening time & ex-parte application.	\$3.50

Date	Description	Amount
9/9/2019	Admin Fee Downloaded Haack's opposition to motion to withdraw from Odyssey.	\$5.00
9/9/2019	Legal Filings Electronically filed receipt of copy and proof of service of order shortening time.	\$7.00
9/17/2019	Legal Filings Electronically filed notice of attorney's lien.	\$3.50
9/17/2019	Postage Mailed copies of notice of attorneys lien.	\$1.00
9/18/2019	Legal Filings Electronically filed Order Granting Motion to Withdraw as Counsel of Record for Nancy Haack and NRS Realty Group, LLC & notice of entry of same.	\$7.00
9/18/2019	Postage Mailed copy of notice of entry of Order to Withdraw as Attorney of Record to Patrick Sheehan and Haack.	\$1.30
9/24/2019	Process Serving Rush delivery of order shortening time withdrawal of counsel to Haack.	\$130.00
9/24/2019	Runner Service Fees Rush delivery of order shortening time re withdrawal of counsel to Sheehan.	\$35.00
		<b>Expense Total: \$204.15</b>

#### **Services Summary**

Services: \$2,498.00  
 Expenses: \$204.15  
 Sub Total: \$2,702.15  
 Bill Total: \$2,702.15  
 Outstanding: \$83,831.20  
 Amount Due: **\$86,533.35**  
 Due Date: **10/30/2019**

**Law Office of John Holiday**

INV 3117

8275 S. Eastern Ave., #200  
 Las Vegas, NV 89123  
 (702) 513-1609

NRS REALTY GROUP LLC		
HOURS	DESCRIPTION	\$300/hr
3.5	Initial Client Meeting	\$ 1,050.00
1	Attend Status Check to Confirm as Counsel of Record	\$ 300.00
10.25	Docket Review (CMPLT, MTNS, EXHS, ORDRS)	\$ 3,075.00
11	Review Deposition Transcripts/Draft Deposition Summaries	\$ 3,300.00
7.5	Review Disclosures (Day 1)	\$ 2,250.00
6.25	Review Disclosures (Day 2)	\$ 1,875.00
3.75	Prep & attend initial meeting with Expert Forensic Accountant	\$ 1,125.00
3	Order Trial Binders & Deliver to All Parties	\$ 900.00
8.5	Prepare for Trial (First set date - Day 1), Meeting with Nancy Haack	\$ 2,550.00
0.5	Read Defs Trial Brief	\$ 150.00
0.75	TC w/ Opposing Counsel re: Access to NRS Accounting Records/Demand Letter	\$ 225.00
3	Site visit to NRS headquarters, set up remote access to quickbooks for Nancy & counsel	\$ 900.00
2.5	Draft & File Motion for OSC and Motion for supplemental discovery	\$ 750.00
0.5	R&R of Opposition to Motion for Supplemental Discovery	\$ 150.00
1	Attend Motion for Supplemental Discovery	\$ 300.00
7.5	Review Accounting Records	\$ 2,250.00
3.5	Draft & File Motion in Limine	\$ 1,050.00
0.5	R&R of Opposition to Motion	\$ 150.00
7.5	Research, Draft & File Trial Brief	\$ 2,250.00
8	Trial Prep w/ Nancy Haack, Help Her Prepare to be Co-counsel, New binders	\$ 2,400.00
6	Prepare and Attend First Day of Trial	\$ 1,800.00
8	Prepare and Attend Second Day of Trial	\$ 2,400.00
8	Prepare and attend Second Day of Trial	\$ 2,400.00
7	Research and File Supplemental Brief and NRCP 19(b) Motion	\$ 2,100.00
20	Draft and File Closing Brief	\$ 6,000.00
2.5	R&R of Post-trial Motions re: striking Nancy Haack's Closing Brief.	\$ 750.00
1.5	R&R of Decision and Order, Discussion with Client re: post-trial MTNs, Sub. Of Van	\$ 450.00
143	<b>TOTAL:</b>	\$ 42,900.00

# EXHIBIT 2

**OPERATING AGREEMENT**

**OF**

**NRS REALTY GROUP, LLC,  
a Nevada Limited Liability Company  
Dated as of August, 2010**

HAA0001

## AGREEMENT

This Operating Agreement (the "Agreement") is made and entered into and effective as of this 5<sup>th</sup> day of August, 2010, by and among SEAN EVENDEN, NANCY HAACK, AND ROGER AYALA, (hereinafter referred to collectively as the "Members") and NRS REALTY GROUP, LLC, a Nevada limited liability company (hereinafter referred to as the "LLC").

## RECITALS

The Members have formed a limited liability company named NRS REALTY GROUP, LLC, a Nevada limited liability company, under the laws of the State of Nevada (hereinafter referred to as the "LLC").

The Articles of Organization were filed on May 4, 2010 with the Secretary of State of the State of Nevada (hereinafter referred to as "Articles of Organization").

In consideration of the covenants and the promises made herein, the parties hereby agree as follows:

## SECTION 1: DEFINITIONS

- 1.1 "Agreement" means this Limited Liability Company Operating Agreement, as amended.
- 1.2 "Articles of Organization" means the Articles of Organization which were filed on May 4, 2010 with the Secretary of State of the State of Nevada for the purpose of forming this LLC.
- 1.3 "Code" means the Internal Revenue Code of 1986, as amended.
- 1.4 "Capital Account" means the amount of a Member's Capital Contribution, as adjusted, including but not limited to increases due to profits or additional contributions and decreases due to losses and distributions.
- 1.5 "Capital Contribution" means any contribution of value, including but not limited to cash, property, assets, etc., by a Member to the capital of the LLC.
- 1.6 "Financial Interest" means a right to share in the profits, losses, incomes, expenses, or other monetary items and to receive distributions and allocations from the LLC.
- 1.7 "LLC" means NRS REALTY GROUP, LLC, a Nevada limited liability company, under the laws of the State of Nevada.
- 1.8 "LLC Interest" or "Interest" means an ownership interest in the LLC, which



includes the Financial Interest, the right to vote, the right to participate in management, and the right to obtain information concerning the LLC and any other rights granted to a Member under the Articles of Organization or this Agreement.

1.09 "Member" means any person or entity who owns any interest in this LLC, is a party to this Agreement and is accepted as a member pursuant to this Agreement but does not include any person who holds only a Financial Interest as a result of an involuntary transfer or assignment or a transfer or assignment in violation of this Agreement.

1.10 "Property" means any and all assets, in whole or in part, of the LLC, both tangible and intangible.

1.11 "Statute" means the Nevada Limited Liability Company Act, as amended.

## SECTION 2: FORMATION

2.1 Formation of the LLC. The Members have formed the LLC pursuant to the laws of the State of Nevada by filing the Articles of Organization with the Secretary of State.

2.2 Name. The name of the LLC is NRS REALTY GROUP, LLC. The Members shall operate the business of the LLC under such name or use such other names as the Members deem necessary provided that such names do not violate the statute.

2.3 Principal Office. The LLC's principal place of business will be located at 2225 Village Walk Dr. 89052 or any other location mutually agreed upon by the Members. If the principal office is located outside the state of organization, and the LLC has one or more business offices in the state of organization, the Members shall fix and designate a principal business office in the state of organization. Branch or subordinate offices may be established at any time and at any place as the Members may determine.

2.4 Term. The LLC will continue to exist until terminated or dissolved in accordance with its Articles of Organization or this Agreement.

2.5 Business Purpose. The purpose of the LLC is to engage in real estate sales, leasing, marketing, or any lawful activities for which an LLC may be organized under the Statute.

2.6 Registered Agent. The LLC's registered agent will be Gary E. Schnitzer, or any other person or entity with an office in the state of organization as determined by the Members.

2.7 Registered Office. The LLC's registered office will be the office of the registered agent located at Kravitz, Schnitzer, Sloane & Johnson, Chtd., 8985 S. Eastern Avenue, Suite 200, Las Vegas, Nevada 89123 or any other location within the state of organization as determined by the Members.

### SECTION 3: MEMBERSHIP

3.1 Initial Members. The initial Members of the LLC are those persons set forth in this Agreement.

3.2 Additional Members. Additional persons or entities may be admitted to the LLC as Members, and LLC Interests may be issued to those additional Members, upon the unanimous consent of the current Members and on such terms and conditions as determined by the Members and in accordance with the Articles of Organization and this Agreement. All new Members must sign a copy of this Agreement and agree to be bound by the terms of this Agreement.

3.3 Liability to Third Parties. No Member shall be liable for the debts, obligations or liabilities of the LLC to a third party unless the Member agrees in writing to be liable.

3.4 Authority. No Member has the authority or power to act for or on behalf of, to bind, or to incur any liability on behalf of the LLC except as provided in this Agreement.

3.5 Withdrawal. No Member has the right to withdraw from the LLC as a Member except as provided in this Agreement. However, a Member has the power to withdraw but such withdrawal shall be deemed a breach of this Agreement. If a Member does exercise such power of withdrawal in breach of this Agreement, the Member shall be liable to the LLC and the other Members for all monetary damages as a result of the breach, including but not limited to direct, indirect, incidental, and consequential damages. The LLC and the other Members shall not have the right to prevent the withdrawing Member from withdrawing through the use of an injunction or otherwise.

3.6 Compensation. No Member shall receive compensation for services rendered to the LLC except as expressly permitted by this Agreement or any other written agreement. However, the LLC shall reimburse Members for any expense paid by them that is properly an expense of the LLC.

### SECTION 4: CAPITAL ACCOUNTS

4.1 Initial Contributions. The initial Members shall contribute to the LLC the following Capital Contributions and shall receive the following LLC Interest:

<u>Name</u>	<u>Contribution</u>	<u>LLC Interest</u>
Sean Evenden	\$15,000	33.33%
Nancy Haack	\$15,000	33.33%
Roger Ayala	\$15,000	33.33%

4.2 Additional Contributions. If 66% of the Members agree that additional

contributions are necessary, upon written notice to all Members, each Member shall contribute to the LLC his or her pro rata share, based upon the Member's Capital Account, of the additional contribution.

4.3 Failure to Contribute. If a Member fails to timely provide a required Capital Contribution, the LLC may take such action as it deems necessary and appropriate including but not limited to instituting a court proceeding to obtain payment, canceling the Member's LLC Interest, or exercising any other right or remedy available at law or equity.

4.4 Capital Accounts. A Capital Account (hereinafter referred to as "Capital Account") shall be established. The Capital Account will be accounted for and will be maintained in accordance with generally accepted accounting principles.

4.5 Adjustments to Capital Accounts. Each Member's Capital Account shall be adjusted as follows:

(a) Increases. Each Member's Capital Account shall be increased by:

- (1) Capital contributions of cash and/or property at its agreed upon fair market value;
- (2) All items of LLC income and gain (including income and gain exempt from tax).

(b) Decreases. Each Member's Capital Account shall be decreased by:

- (1) Distributions of cash and/or property at its agreed upon fair market value;
- (2) All items of LLC deduction and loss (including deductions and loss exempt from tax).

4.6 Advances by Members. Members may, at any time, advance moneys to the LLC. An advance is a loan from the Member to the LLC and shall bear interest at 6% per annum. An advance is not a Capital Contribution.

4.7 Return of Capital. No member shall have the right to withdraw or obtain a return of his or her capital contribution except as provided in this Agreement. The return of a member's capital contribution may not be withdrawn in the form of property other than cash except as provided in this Agreement.

## SECTION 5: ALLOCATION OF PROFITS AND LOSSES AND DISTRIBUTIONS

5.1 Determination of Profits and Losses. Profits and losses shall mean net income and net loss as determined by the books and records of the LLC which shall be kept in accordance with generally accepted accounting principals and the Code.

5.2 Allocations. Except as provided in the Code, all items of income, revenues,

deductions, gain, and loss shall be allocated pro-rata in accordance with a Member's LLC Interest.

5.3 Qualified Income Offset. Notwithstanding the above, if a Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations ' 1.704-1(b)(2)(ii)(d)(4), (5) or (6) or any amendment thereto, or receives an allocation of loss which produces a negative capital account for any Member while any other Member has a positive capital account, then items of LLC income shall be specially allocated to such Member such that the deficit Capital Account is eliminated. This paragraph is intended to constitute a "qualified income offset" within the meaning of Treasury Regulation ' 1.704-1(b)(2)(ii)(d).

5.4 Minimum Gain Chargeback. Notwithstanding the above, if there is a net decrease in LLC "minimum gain" during a taxable year, each Member shall be specially allocated, before any other allocation, items of income and gain for such taxable year (and, if necessary, subsequent years) in proportion to each Member's share of the net decrease in LLC "minimum gain" as determined in accordance with Treasury Regulation ' 1.704-2(g)(2). This paragraph is intended to comply with the "minimum gain chargeback" provisions of Treasury Regulation ' 1.704-2(f).

5.5 Section 704(c) Allocation. Notwithstanding the above, to the extent that Code ' 704(c) is applicable to any item of income, gain, loss, and deduction with respect to any property (other than cash) that has been contributed by a Member and which is required to be allocated to such Member for income tax purposes, the item shall be allocated to such Member in accordance with Code ' 704(c).

5.6 Distributions. Distribution of LLC assets and property shall be made at such times and in such amounts as the Members determine subject to any restrictions in this Agreement. Distributions shall be made among the Members as follows:

In proportion to the Member's LLC Interests.

## SECTION 6: MANAGEMENT

6.1 Place of Meeting. Meetings of Members shall be held at any place within the United States designated by the Members and stated in the notice of the meeting. If no place is so specified, Members' meetings shall be held at the LLC's principal office.

6.2 Annual Meeting. An annual meeting of Members shall be held on the May 4, 2010, of each year at TBD provided, however, that should such day fall upon a legal holiday, then the annual meeting of Members shall be held at the same time and place on the next day thereafter which is a full business day. At the annual meeting, any proper business may be transacted.

6.3 Special Meetings. A special meeting of the Members may be called at any time by one or more Members holding Interests which, in the aggregate, constitute not less than sixty-six percent (66%) of the LLC Interests. A request for a special meeting of the Members shall be in writing, specifying the time and place of the meeting and the general nature of the business proposed to be transacted. The notice shall be delivered in accordance with paragraphs 6.4 and 6.5 below.

6.4 Notice of Members' Meetings. All notices of meetings of Members shall be sent or otherwise given in accordance with paragraph 6.5 below and not less than ten (10) no more than sixty (60) days before the date of the meeting being noticed. The notice shall specify the place, date, and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which are intended to be presented for action by the Members. If a proposal contains (i) a contract or transaction in which a Member has a direct or indirect Financial Interest, (ii) an amendment of the Articles of Organization, (iii) a reorganization of the LLC, or (iv) a voluntary dissolution of the LLC, the notice shall state the general nature of such proposal.

6.5 Manner of Giving Notice; Affidavit of Notice. Notice of any meeting of Members shall be given either personally, by first class mail, facsimile, telegraphic, or other written communication, charges prepaid, addressed to each Member at the address of each Member appearing on the books of the LLC or more recently given by the Member to the LLC for the purpose of notice. Notice shall be deemed to have been given at the time when delivered personally, deposited in the mail, or sent by facsimile, telegram, or other means of written communication. If any notice addressed to a Member at the address of such Member appearing on the books of the LLC is returned to the LLC by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Member at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the Member upon written demand of the Member at the principal office of the LLC for a period of one (1) year from the date of the giving of such notice. An affidavit of the mailing or other means of giving any notice of any Members' meeting shall be executed by the Member giving such notice, and shall be filed and maintained in the books and records of the LLC.

6.6 Conduct of Meetings. All meetings of the Members shall be presided over by the chairman of the meeting who shall be designated by a majority of the Members at the meeting. The chairman of the meeting shall determine the order of business and the procedures to be followed at the meeting.

6.7 Quorum. The presence, in person or by proxy, of the holder(s) of an aggregate of sixty-six percent (66%) or more of the LLC Interests shall constitute a quorum at all meetings of the Members for the transaction of business.

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P 8/5

6.8 Voting. Each Member shall have a number of votes equal to the percentage LLC Interest held by such Member. However, if a Member is not entitled to vote on a specific matter, then such Member's number of votes and LLC Interest shall not be considered for purposes of determining whether a quorum is present, or whether approval by vote of the Members has been obtained, with respect to such specific matter. The unanimous vote of all of the LLC Interests shall be required to approve any action, unless a greater or lesser vote is required pursuant to this Agreement or by Statute.

6.9 Adjourned Meeting and Notice Thereof. Any Members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the LLC Interests represented at such meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at such meeting. When any meeting of Members, either annual or special, is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than five (5) days from the date set for the original meeting, in which case the Members shall set a new record date. Notice of any such adjourned meeting, if required, shall be given to each Member entitled to vote at the adjourned meeting in accordance with paragraphs 6.4 and 6.5 above. At any adjourned meeting, the LLC may transact any business which might have been transacted at the original meeting.

6.10 Waiver of Notice or Consent by Absent Members. The transactions of any meeting of Members, either annual or special, however called and noticed, and whenever held, shall be as valid as if it had occurred at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote but not present in person or by proxy, signs a written waiver of notice, a consent to the holding of the meeting, or any approval of the minutes thereof. The waiver of notice or consent shall state either the business to be transacted or the purpose of any annual or special meeting of Members. All such waivers, consents and approvals shall be filed with the LLC's books and records. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, unless such person objects at the beginning of the meeting.

6.11 Member Action by Written Consent without a Meeting. Any action which may be taken at any annual or special meeting of Members may be taken without a meeting and without prior notice, if consent in writing, setting forth the action so taken, are signed by Members holding LLC Interests representing the aggregate number of votes equal to or greater than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all LLC Interests entitled to vote thereon were present and voted. All such consents shall be filed with the LLC's books and records.

6.12 Proxies. Every Member entitled to vote shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the Member and filed with the LLC. A proxy shall be revocable unless the proxy specifically states that it is



irrevocable.

6.13 Voting Trusts. If any Member files a voting trust agreement with the LLC, the LLC shall take notice of its terms and trustee limitations.

## SECTION 7: TRANSFER AND ASSIGNMENT OF LLC INTERESTS

7.1 Transfer or Assignment of Member's Interest. No Member may transfer and/or assign, in whole or in part, his or her LLC Interest at any time. For purposes of this Agreement transfer shall mean sale, exchange, assignment, alienation, disposition, gift, pledge, hypothecation, encumbrance, or grant of security interest in the LLC Interest. Any transfer or assignment of an LLC Interest contrary to this provision shall only effect a transfer or assignment of the Member's Financial Interest, and the transferring Member shall still be bound to the terms of this Agreement.

7.2 Consent to Transfer. No transfer or assignment of an LLC Interest, or any part thereof, will be valid without the express written consent of all of the LLC Interests, excluding the Member proposing to transfer or assign his or her LLC Interest. If an LLC Interest is transferred or assigned without the consent of a majority (or all) of the LLC Interests, the transferee shall have no rights in, nor may participate in, the management or operation of the business and affairs of the LLC nor have the right to become a Member of the LLC. Any transfer or assignment of an LLC Interest without the proper consent shall only effect a transfer or assignment of the Member's Financial Interest, and the transferring Member shall still be bound to the terms of this Agreement. If a transfer or assignment does obtain the required consent, then the transferee shall be admitted as an additional Member pursuant to this Agreement.

7.3 Transfer to Family Members. For purposes of this section, the restriction on the transfer or assignment of an LLC Interest shall not apply to transfers or assignments to a Member's immediate family, including his or her spouse, parents, siblings, and children, or a trust, corporation, or other entity controlled by the transferring Member.

## SECTION 8: BOOKS AND RECORDS

8.1 Maintenance of Books and Records. The LLC shall establish and maintain appropriate books and records of the LLC in accordance with generally accepted accounting principles. There shall be kept at the principal office of the LLC and the registered office of the LLC, if different, the following LLC documents:

(a) A current list of the name and business or residence address of each Member and his or her Capital Contribution and LLC Interest;

(b) A copy of the Articles of Organization and this Agreement and any amendments thereto;

(c) Copies of the LLC's federal, state, and local income tax or information returns, if any, for the past six fiscal years;

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P 10/15

(d) Copies of the financial statements of the LLC, if any, for the past six fiscal years;

(e) Originals or copies of all minutes, actions by written consent, consents to action, and waivers of notice to Members, Member votes, actions and consents; and

(f) Any other information required to be maintained by the LLC pursuant to the state of organization's LLC statute.

8.2 Annual Accounting. Within ninety days after the close of each fiscal year of the LLC, the LLC shall cause to be prepared and submitted to each Member a balance sheet and income statement for the preceding fiscal year of the LLC (or portion thereof) in conformity with generally accepted accounting principles and provide to the Members all information necessary for them to complete federal and state tax returns.

8.3 Inspection and Audit Rights. Each Member has the right, upon reasonable request, for purposes reasonably related to the interest of that Member, to inspect and copy during normal business hours any of the LLC books and records. Such right may be exercised by the Member or his or her agent or attorney. Any Member may require a review and/or audit of the books, records, and reports of the LLC.

8.4 Bank Accounts. All funds of the LLC shall be deposited in the LLC's name in such banks as determined by the Members. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the LLC, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by the Members.

8.5 Fiscal Year. The LLC's fiscal year shall end on December 31.

8.6 Accounting Method. For financial reporting purposes, the books and records of the LLC shall be kept on the cash (or accrual) method of accounting applied in a consistent manner and shall reflect all transactions of the LLC and be appropriate and adequate for the purposes of the LLC.

## SECTION 9: TAXATION

9.1 Tax Year. The LLC's taxable year shall end on December 31.

9.2 Tax Matters Partner. A majority of LLC Interests at a meeting of the Members shall appoint a Tax Matters Partner pursuant to Code ' 6231 to represent the LLC. The Tax Matters Partner, on behalf of the LLC, shall oversee the LLC tax affairs in the overall best interests of the LLC and make all elections for federal income tax purposes. The Tax Matters Partner shall have all necessary federal and state income and information tax returns prepared and filed on behalf of the LLC. The determination of the Tax Matters Partner as to adjustments to the financial reports, books, records, and returns of the LLC, in the absence of fraud or gross negligence, shall be final and binding upon the LLC and all of the Members.

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P 11/15

## SECTION 10: INDEMNIFICATION

10.1 Definitions: Agents, Proceedings, and Expenses. For the purposes of this Agreement, "Agent" means any person who is or was a Member, Officer, employee, or other agent of this LLC; "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "Expenses" means any and all costs, fees, and expenses including but not limited to court costs and attorneys' fees.

10.2 Actions Other Than by the LLC. The LLC shall indemnify and hold harmless any person or Agent who was or is a party, or is threatened to be made a party, to any Proceeding (other than an action by or in the right of this LLC) by reason of the fact that such person is or was an Agent of this LLC, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such Proceeding, if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of this LLC, and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonable believed to be in the best interests of this LLC or that the person had reasonable cause to believe that his or her conduct was unlawful.

### 10.3 Actions by the LLC.

(a) This LLC shall indemnify any person or Agent who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action by or in the right of this LLC to procure a judgment in its favor by reason of the fact that the person is or was an Agent of this LLC, against expenses actually and reasonably incurred by that person or Agent in connection with the defense or settlement of that action if that person or Agent acted in good faith, in a manner that person or Agent believed to be in the best interests of this LLC, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

(b) No indemnification, however, shall be made under this section (i) with respect to any claim, issue or matter as to which that person or Agent shall have been adjudged to be liable to this LLC in the performance of that person's or Agent's duty to the LLC, unless the court in which that action was brought shall determine upon application that the person or Agent is fairly and reasonably entitled to indemnity for the expenses which the court shall determine; (ii) for amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or (iii) for expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

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10.4 Successful Defense by Agent. To the extent that an Agent of this LLC has been successful on the merits in defense of any Proceeding, the agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the Proceeding.

10.5 Required Approval. Any indemnification under this section shall be made by the LLC only if authorized upon a determination by a majority vote of the LLC Interests of Members who were not parties to the proceeding at a duly held meeting of the Members at which a quorum is present.

10.6 Advance of Expenses. Expenses incurred in defending any Proceeding may be advanced by the LLC before the final disposition of the Proceeding upon receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it shall be determined ultimately that the Agent is entitled to be indemnified.

10.7 Other Contractual Rights. Nothing contained in this section shall affect any right to indemnification to which Agents of this LLC or any subsidiary may be entitled by contract, by vote of the Members, as a matter of law or equity, or otherwise.

10.8 Insurance. The LLC may, upon a determination by the Members, purchase and maintain insurance on behalf of any Agent of the LLC against any liability which might be asserted against or incurred by the Agent in such capacity, or which might arise out of the Agent's status as such, whether or not the LLC would have the power to indemnify the Agent against that liability.

10.9 Amendment to State of Organization's Laws. In the event that the state of organization's law regarding indemnification of members, directors, officers, employees, and other agents of an LLC, as in effect at the time of adoption of this Agreement, is subsequently amended to in any way that increases the scope of permissible indemnification beyond that set forth herein, the indemnification authorized by this section shall be deemed to be coextensive with the maximum afforded by the state of organization's law as so amended.

## SECTION 11: OMITTED

## SECTION 12: TERMINATION AND DISSOLUTION

12.1 Dissolution. The LLC shall be dissolved upon the occurrence of any of the following events:

- (a) The expiration of the period fixed in the Articles of Organization;
- ✓ (b) The written consent of a majority (or all) of the LLC Interests;
- (c) The death, withdrawal, resignation, expulsion, bankruptcy or dissolution of a Member, or the occurrence of any other event which terminates the Member's continued membership in the LLC, unless the business of the LLC is continued by the consent of a

majority (or all) of the remaining LLC Interests within ninety (90) days of the happening of that event.

12.2 Conduct of Business. Upon the occurrence of any of the events specified above, a majority of the members (excluding those members who caused the dissolution event) shall appoint one or more of the Members to act as liquidator and wind up all LLC business and affairs. However, the LLC shall continue to exist until Articles of Dissolution have been filed or until a decree dissolving the LLC has been entered by a court of competent jurisdiction.

12.3 Distribution of Net Proceeds. Upon the occurrence of any of the events specified above and the completion of the winding up all LLC business and affairs, the assets of the LLC shall be promptly liquidated and distributed in the following order:

- (a) To the payment of creditors, excluding Members, in the order of priority as provided by law;
- (b) To the payment of loans or advances made by the Members;
- (c) To the Members in proportion to their Capital Accounts after adjustments for all allocations of net profits and net loss.

Where the distribution consists both of cash and noncash assets, the cash shall be distributed first, in descending order, to the above categories. With respect to the noncash assets, which distribution values are to be based on the fair market value of the noncash asset as determined in good faith by the liquidator, the liquidator may sell the noncash assets and distribute the cash proceeds or distribute the assets in kind, in descending order, to the above categories.

12.4 Termination. The LLC shall be terminated upon the distribution of all assets. The Members shall cause the LLC to file Articles of Dissolution, if required, or take any other actions necessary to terminate the LLC.

### SECTION 13: AMENDMENTS

13.1 Amendments by Members. This Agreement may be adopted, amended, altered, or repealed by the vote or written consent of a majority (or all) of the LLC Interests at a meeting of the Members at which a quorum is present.

### SECTION 14: GENERAL PROVISIONS

14.1 Entire Agreement/Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This Agreement, in whole or in part, cannot be changed, modified, extended, or discharged orally and no waiver of compliance with any provision or condition hereof and no consent provided for herein

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shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. Further, no consent or waiver, express or implied, to or of any breach or default shall constitute a consent or waiver to or of any other breach.

14.2 Partition. Each Member agrees that he or she has no right, and irrevocably waives any and all such rights, to have the assets of the LLC partitioned, or to file a complaint, or institute and maintain any proceeding at law or equity to have the assets of the LLC partitioned. ✓

14.3 Further Actions. Each of the Members agrees to execute, acknowledge, and deliver such additional documents, and take such further actions, as may reasonably be required from time to time to carry out each of the provisions and the intent of this Agreement, and every agreement or document relating hereto, or entered into in connection herewith.

14.4 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

✓ 14.5 Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. This Agreement may not be assigned by any party without the express written consent of the other parties.

14.6 Notices. All notices, requests, demands, and other communications made hereunder shall be in writing and shall be deemed duly given if delivered or sent by telex, facsimile, or registered or certified mail, postage prepaid, as follows, or to such other address or person as the party may designate by notice to the other party hereunder:

Sean Evenden  
[address]

Nancy Haack  
[address]

Roger Ayala  
[address]

14.7 Attorneys' Fees. In the event of any litigation, arbitration or other dispute arising as a result of or by reason of this Agreement, the prevailing party in any such litigation, arbitration or other dispute shall be entitled to, in addition to any other damages assessed,



its reasonable attorneys' fees, and all other costs and expenses incurred in connection with settling or resolving such dispute.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 5<sup>th</sup> day of August, 2018.

NRS REALTY GROUP, LLC, A  
NEVADA LIMITED LIABILITY COMPANY

  
SEAN EVENDEN, MANAGING MEMBER

  
NANCY HAACK, MANAGING MEMBER

  
ROGER AYALA, MANAGING MEMBER

# EXHIBIT 3

**SWORN DECLARATION OF JOHN HOLIDAY  
IN SUPPORT OF ATTORNEY'S FEES**

1  
2 *1. The Qualities of the Advocate.*

3 I, John Holiday, have been a lawyer practicing in Nevada since October, 2013, with a focus  
4 in civil practice including multiple litigation cases involving real estate, business, and specifically  
5 partnership and management disputes among real estate brokers.

6 See generally: Gail Gibbs v. Devon Gibbs; A-16-746727-B

7 Emigdio Martinez v. Diego Machain; A-18-769569-C

8 Fusion Holdings LLC v. Fortaleza Group; A-18-775213-C

9 Winners LLC v. Brad Lawson; A-14-706009-C

10 The four cases cited above involved disputes between brokers, agents, and owners of real  
11 estate brokerages in Clark County. In all of them, I had either obtained a favorable settlement for  
12 my clients or won at bench trial. In addition to this specific experience, I have litigated other cases  
13 involving real estate fraud, breach of contract, quiet title, bankruptcy adversarial matters, and real  
14 estate related securities (i.e. interest in REITs).

15 From 2013 to 2015, I was an associate at the Law Office of Eric Earley (aka The Property  
16 Law Guy). In 2015, I worked as an associate for The Law Offices of P. Sterling Kerr, before  
17 starting my own firm in 2016. Both law firms had substantial litigation practices in the areas of  
18 law relevant to this case.

19 I graduated from Boyd Law School in 2013. I have never been the subject of any  
20 disciplinary proceedings by the Nevada State Bar, nor have I ever been sanctioned by a Court in  
21 this or any other jurisdiction. I have never been the subject of any demand or lawsuit for  
22 professional negligence. I am sufficiently skilled for the work performed litigating this Case.

23 I bill my work at \$300 per hour which is average for a partner of a law firm engaged in  
24 business litigation.

25 *2. The Character of the Work to Be Done and The Work Actually Performed by the Lawyer.*

26 I originally was retained to litigate this Case at trial using only those documents obtained prior  
27 to the close of discovery. This entailed spending approximately an entire workweek familiarizing  
28

1 myself with two years of pre-trial litigation and discovery disclosures, including several thousand  
2 document disclosures. This review was necessary and revealed several pieces of evidence and  
3 potential legal arguments that were not raised in any of the previous pretrial motions. The intricacy  
4 was important because the timeline had to be reconstructed to show that Nancy Haack was taking  
5 action to save NRS rather than destroy it, that she did not retire, and that Defendants were acting  
6 in bad faith.

7 Some examples of important evidence that was uncovered in this review, not referenced in  
8 pretrial motions, included the following:

- 9 1. Ex. V, DEF0123 – Text from Roger Ayala showing Nancy did not retire at the 2/14/17  
10 Balboa Pizza meeting.
- 11 2. Exs, 3a-3f – Tax returns impeaching Sean Evenden’s Affidavit re: the profitability of the  
12 company.
- 13 3. Ex 4-cc – March 22, 2017 email showing there was no agreement to Nancy’s offer and  
14 directing all agents to switch to Life Real Estate LLC, compared temporally to their latter  
15 email (Ex. 4-z), which Defendants had earlier successfully cited in pretrial Motions to show  
16 Nancy was harming NRS and forcing agents to leave. The comparison of the two emails at  
17 9:02 am and 3:29 pm showed that Nancy was reacting to the first email which threatened  
18 to take all of NRS’s agents and business, not trying to destroy NRS like the Defendants  
19 had successfully claimed in their opposition to receivership.
- 20 4. Citations to the Integration Clause and Severability Clause of the Operating Agreement  
21 (Sections 14.1&14.4) which required written approval of a member to actions taken against  
22 them.

23 This review also uncovered legal arguments that had not been brought, including a statute  
24 of frauds argument against Nancy’s putative breach of the “new lease,” and a legal analysis of the  
25 putative contract formation.

1 The two biggest problems I faced going into trial were (1) the staleness of the expert report  
2 which had been prepared assuming relief in equity would be available and (2) a manipulative  
3 deposition of Nancy Haack which mischaracterized past chains of events.

4 The review of the depositions was an essential task of due diligence going into trial so I  
5 could identify impeachable material and foresee how opposing counsel would try to impeach  
6 Nancy Haack. Comparing the deposition to the document trail, it was obvious Mr. Sheehan had  
7 manipulatively asked questions without laying foundation for time and characterizing her offers  
8 as "You agreed that..." over and over again when referring to her settlement offers *which were*  
9 *rejected*. Reading her deposition, wherein objections to foundation were not raised, made me  
10 realize I would be primarily litigating against said deposition at trial. Sheehan never went through  
11 the offer and acceptance because "You agreed that..." referred to Nancy's offers *which Defendants*  
12 *rejected* because those offers contained other material provisions they disagreed with. Accordingly,  
13 the hours spent matching the document trail to the deposition to show how no contract was formed  
14 or breached by Nancy was an essential task of trial preparation and review.

15 After trial was postponed, I determined it was my duty to use the extra time to obtain all  
16 the missing accounting records. Despite Nancy's rights under the Operating Agreement, she was  
17 denied view access to those records. The forensic accountant likewise confirmed there was no  
18 view access. My informal requests to opposing counsel were first met with claims Nancy had view  
19 access, but when I reaffirmed that even my expert said he had no access, certain promises were  
20 made to get that access. At a follow up call, opposing counsel then claimed the accounting records  
21 were not relevant, leading to a demand letter which informed him I would go to get the records on  
22 site if he did not provide them.

23 REVIEWING THE RECORDS ON SITE WAS NOT PURSUANT TO THE  
24 DISCOVERY RULES BUT UNDER THE CONTRACTUAL RIGHTS AFFORDED ME IN THE  
25 OPERATING AGREEMENT AS NANCY'S ATTORNEY UNDER THOSE SECTIONS  
26 PERTAINING TO ACCOUNTING. The right to inspect is a negotiated right, not a statutory right,  
27 and the close of discovery has nothing to do with the right to inspect. Discovery was closed and it  
28

1 was clear that opposing counsel was not going to make required supplemental disclosures unless  
2 forced to do so. I determined to work outside the box of discovery and obtain records in accordance  
3 with the contractual rights of a member's attorney under the Operating Agreement.

4 At said visit, I primarily interacted with the two bookkeepers and got access to two  
5 programs, including Quickbooks, but not to ADP or Lonewolf. While my Motion to Compel  
6 Supplemental Disclosures and for Order to Show Cause on Shortened Time was ultimately denied,  
7 the aggression forced the Defendants to reinstate Nancy's view access to every bank account but  
8 the property management account. Opposing counsel admitted as such at the hearing of said  
9 motion.

10 I consequently reviewed the accounting record from close of discovery to present and filed  
11 a Motion in Limine which resulted in those records being admitted as evidence. Since I had  
12 obtained view access for Nancy, she was competent to authenticate said records as a member of  
13 NRS with access to its business records.

14 The biggest gap in discovery I could not overcome concerned the records of Life Real  
15 Estate LLC which had never been subpoenaed. This hindered my ability to show conversion and  
16 misuse of NRS assets for the benefit of Life Real Estate LLC. However, discovery was closed and  
17 I had no contractual right to inspect Life Real Estate LLC's records, so consequently I was not  
18 successful at proving the necessary elements for NRS's conversion claim. This was beyond my  
19 control.

20 After Nancy Haack filed her motion to represent herself pro se as my co-counsel, my duties  
21 of representation were expanded to coordinate and assist my co-counsel understand rules of  
22 procedure. Nancy also took the binders that I had ordered from a litigation support company and  
23 rearranged the exhibits to suit her desired order of questioning. This required some additional trial  
24 preparation as I had to familiarize myself with the new binders.

25 Nancy did not think she had to serve me notice as her attorney when she filed her motion  
26 to represent herself and, as I was not noticed, I did not appear. On other matters in which I was not  
27 formally noticed by Nancy and did not appear, I did not invoice my time for reading those motions  
28



1 after the fact.

2 The rest of the representation required me to draft and file a new trial brief including  
3 reference to those accounting records which I obtained as a result of my site visit to the NRS office.  
4 I spent extra time prepping Nancy as a witness which included teaching her mindfulness skills to  
5 help her stay calm during the proceedings. While this is not normally part of witness preparation,  
6 I believed it was necessary given the observed emotionality in her deposition. She was evidently  
7 traumatized by the events of her ouster. Mindfulness skills training consisted of approximately two  
8 hours extra witness preparation.

9 During trial I spent my mornings preparing, and I did not do significant work on other  
10 cases. On the third night of trial I filed two trial motions which were filed after midnight, consisting  
11 of an extra 7 hours of attorney time.

12 The parties agreed to draft closing briefs, which required me to review the JAVS of trial as  
13 my clients could not afford recorders fees for transcripts and review the exhibits to find  
14 impeachable material.

15 The hours I worked are recorded in the attached invoice billed in 15-minute increments. I  
16 do not bill for client emails or telephone calls, and I do not bill for emails or telephone calls which  
17 take less than 15 minutes to complete. In total, I spent 143 billable hours working on this case.

#### 18 *4. The Result.*

19 The result was a Plaintiffs' verdict on all of Defendants' counterclaims which included  
20 counterclaims against NRS. The attorney's fees uncovered by the site inspection were ordered  
21 reimbursed to NRS Realty Group. Plaintiff Nancy Haack succeeded on her claims of (1) breach  
22 of the implied covenant of good faith and fair dealing and (2) breach of fiduciary duty. Finally,  
23 Plaintiffs won an accounting to be paid for by Defendants which would determine the value of  
24 NRS, awarded in equity, to determine the final judgment amount at law. Moreover, Nancy Haack  
25 is expected to be awarded her attorney's fees and costs which should add approximately  
26 \$300,000.00 to the final value of her award.

1 This award expected to be reduced to a judgment of over a half-million dollars, which is  
2 over ten times greater than my attorney's fees of \$42,900.00. For a trial of this magnitude, my  
3 attorney's fees are modest and eminently reasonable.

4 Per NRS 53.450: "I declare under penalty of perjury under the law of the State of Nevada  
5 that the foregoing is true and correct."

6 DATED: 7/1/2020.

7   
JOHN R. HOLIDAY, ESQ.