

1 **NOAS**  
Nancy Haack  
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Suite 200  
3 Henderson, NV 89074  
nhaacklv@gmail.com  
4 *Pro Se*

5 EIGHTH JUDICIAL DISTRICT COURT  
6 CLARK COUNTY, NEVADA

7 NANCY HAACK, an individual,  
8 Plaintiffs,

9 vs.

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

13 Defendants.  
14

Case No. A-17-753435-C  
Dept. No. 16

**PLAINTIFFS' NOTICE OF APPEAL**

15 NOTICE is hereby given that Plaintiff Nancy Haack, in proper person, hereby  
16 appeal to the Supreme Court of Nevada from:

17  
18 1. The Order of Entry Granting Defendants Roger Ayala and Sean  
19 Evenden's Motion for a New Trial ordered by Honorable Timothy C. Williams, dated  
20 August 8, 2022.

21 2. To Set Aside the Final Order of Entry on 1/31/22 awarding damages to  
22 Plaintiff Haack equal to the salaries and legal fees taken by Defendants from the LLC,  
23 for their personal use.

24 3. To reinstate the Decision and order from Honorable Judge Miley made  
25 June 17, 2020 in order to finalize the damages awarded to Plaintiff Haack once the  
26 results of a full audit are presented to the Court.  
27  
28

4. All ruling and interlocutory orders made appealable by any of the foregoing.

It is important to note that an LLC was initially listed as Plaintiff on this case, but has been reported as out-of-business by Defendants since October 31, 2019, is REVOKED with the Nevada Secretary of State Business License since May 2020, and Defendant's filed FINAL taxes for the year, 2020.

Plaintiff Haack requests permission to discontinue the expense of legal counsel for the LLC under these conditions.

Dated this 29<sup>th</sup> day of August, 2022.

Nancy Hoock

Nancy Haack, individually and as a  
Managing Member of NRS Realty  
Group, LLC

## CERTIFICATE OF SERVICE

I hereby certify that on this day, I caused a true and correct copy of the foregoing NOTICE OF APPEAL to be served to all registered parties, via the Court's Electronic Filing system.

Dated: August 29, 2022

Nancy Hoack

---

Nancy Haack



ASTA

**IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE  
STATE OF NEVADA IN AND FOR  
THE COUNTY OF CLARK**

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

Plaintiff(s),

vs.

SEAN EVENDEN; ROGER AYALA,

Defendant(s),

Case No: A-17-753435-C

Dept No: XVI

**CASE APPEAL STATEMENT**

1. Appellant(s): Nancy Haack

2. Judge: Timothy C. Williams

3. Appellant(s): Nancy Haack

Counsel:

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

4. Respondent (s): Sean Evenden; Roger Ayala

Counsel:

Maurice VerStanding, Esq.  
1452 W. Horizon Ridge Pkwy. #665

Henderson, NV 89012

5. Appellant(s)'s Attorney Licensed in Nevada: N/A  
Permission Granted: N/A

Respondent(s)'s Attorney Licensed in Nevada: Yes  
Permission Granted: N/A

6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No

7. Appellant Represented by Appointed Counsel On Appeal: N/A

8. Appellant Granted Leave to Proceed in Forma Pauperis\*\*: N/A  
*\*\*Expires 1 year from date filed*

Appellant Filed Application to Proceed in Forma Pauperis: No  
Date Application(s) filed: N/A

9. Date Commenced in District Court: April 3, 2017

10. Brief Description of the Nature of the Action: TORT - Other

Type of Judgment or Order Being Appealed: Misc. Order

11. Previous Appeal: Yes

Supreme Court Docket Number(s): 81473

12. Child Custody or Visitation: N/A

13. Possibility of Settlement: Unknown

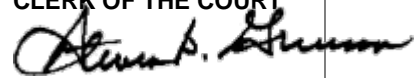
Dated This 30 day of August 2022.

Steven D. Grierson, Clerk of the Court

/s/ Heather Ungermann

Heather Ungermann, Deputy Clerk  
200 Lewis Ave  
PO Box 551601  
Las Vegas, Nevada 89155-1601  
(702) 671-0512

cc: Nancy Haack



1 NOAS  
Nancy Haack, Pro Se  
2 701 N, Green Valley Pkwy #200  
Henderson, NV 89074  
3 702-300-4053  
[nhaacklv@gmail.com](mailto:nhaacklv@gmail.com)

4 NANCY HAACK, an Individual

5 APPELLANT

6 v.

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

10 RESPONDENTS

11  
12 ON APPEAL FROM THE EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY OF NEVADA

13  
14 Case No, A-17-753435-C  
Dept. No. XVI

15  
16 **CASE APPEAL STATEMENT**

17 The undersigned Individual, Nancy Haack, certifies that the foregoing are persons and  
18 entities as described in NRAP 26.1(a), and must be disclosed. These representations are made in  
19 order that the judges of this court may evaluate possible disqualification and recusal.

20 1. Name of appellant filing this case appeal statement:

21 **Nancy Haack**, (herein referred to as Ms. Haack or Plaintiff), an Individual, is filing this  
22 appeal, Pro Se.

23  
24 **NRS Realty Group, LLC**, (hereinafter NRS), is the subject of the lawsuit and was  
25 formerly listed as a Plaintiff in this case. NRS is not a real person and did not sign the operating  
26 agreement. However, 1) the business of NRS has been closed by Defendants as of October 31,  
2019 stated in a letter dated October 24, 2019; 2) is in default with the Nevada Secretary of State  
27 since May 2020; and, 3) Defendants filed a 'FINAL' tax return for the year 2020, without Ms.  
28 Haacks' consent as an equal owner of the LLC.

1  
2 **2.** Identify the judge issuing the decision, judgment, or order appealed from:

3 **Honorable Timothy C. Williams** is the District Judge assigned to this case and has  
4 hereby ordered a NEW TRIAL on an order of entry, dated August 8, 2022.

5 **Honorable Timothy C. Williams** is the District Judge assigned to this case as of  
6 May 2021 and has filed an “order of entry” on January 31, 2022 awarding damages to Plaintiff  
7 Haack.

8 **Honorable Stefany A. Miley** was the District Judge assigned to this case since April 3,  
9 2017 and presented a Decision and Order on June 17, 2020 ruling in favor of Plaintiff Nancy  
10 Haack. **Honorable Judge Miley** retired in January 2021 following Defendants appeal to this  
11 order and decision that was dismissed.

12 **3.** Identify each Appellant and the name and address of counsel for each appellant:

13 The Appellant herein is **Nancy Haack**, an Individual, is represented Pro Se for this  
14 Appeal.

15 In all proceedings before the Eighth Judicial District Court Appellants herein was  
16 represented by the following counsel:

17 P. Sterling Kerr and Taylor Simpson, of P. Sterling Kerr Law Office, 2900 W, Horizon  
18 Ridge Pkwy #200, Henderson, NV 89052;

19 Michael C. Van and Karl A. Shelton of Shumway Van Law Offices, 8985 S. Eastern  
20 Ave, #100, Las Vegas, NV 89123;

21 Karl A. Shelton now with the Law office of Karl A. Shelton. 8275 S. Eastern Ave. #200,  
22 Las Vegas, NV 89123. Attorney Karl A. Shelton has been involved in this case since April  
23 2018 but did not represent Appellant at trial due to financial hardship by Plaintiff.

24 Attorney John Holiday currently with Shumway Van Law Offices and represented the  
25 LLC at trial.

26 Attorney Eric Hone with Hone Law Offices, 701 N, Green Valley Pkwy #200,  
27 Henderson, NV 89074;

28 Nancy Haack was represented Pro Se at trial due to ongoing financial difficulties as a  
result of this case.

**4.** Identify each Respondent and the name and address of appellate counsel, if known, for  
each respondent:

1 The Respondents herein are Sean Evenden and Roger Ayala, as Individuals.

2 In all proceedings before the Eighth Judicial District Court, Respondents were  
3 represented by Patrick J. Sheehan, Esq. of the Law Office, Fennemore Craig, PC, 9275 W.  
4 Russell Rd, #240, Las Vegas, NV 89148.

5 In all proceedings before this Honorable Court, Respondents herein are represented by  
6 Maurice B. VerStandig, Esq., whose address is The VerStandig Law Firm, LLC, 1452 W.  
7 Horizon Ridge Parkway, #665, Henderson, Nevada 89012 and is new to this case since August  
8 2020, and submitted the motion for a New Trial.

9 **5.** Indicate whether any attorney identified above in response to question 3 or 4 is not  
10 licensed to practice law in Nevada and, if so, whether the district court granted that attorney  
11 permission to appear under SCR 42

12 All attorneys referenced in the foregoing paragraph are licensed to practice law in the  
13 State of Nevada.

14 **6.** Indicate whether Appellant was represented by appointed, or, retained counsel in the  
15 district court:

16 All counsel involved in this case on behalf of Appellant, were **retained** by Appellant.

17 **7.** Indicate whether Appellant is represented by appointed, or, retained counsel on appeal:

18 Nancy Haack, Appellant, is not represented by appointed or retained Counsel for this  
19 appeal.

20 **8.** Indicate whether Appellant was granted leave to proceed in forma pauperis:

21 Nancy Haack Appellant herein, neither sought, nor was granted leave to proceed in forma  
22 pauperis.

23 **9.** Indicate the date the proceedings commenced in the district court (e.g., date complaint,  
24 indictment, information, or petition was filed):

25 This matter commenced in the District Court on April 3, 2017.  
26  
27  
28

1 **10.** Provide a brief description of the nature of the action and result in the district court,  
2 including the type of judgment or order being appealed and the relief granted by the district  
3 court:

4 The nature of this action concerns a dispute between individuals who were equal owners  
5 of an LLC operating their business as an S Corporation for tax purposes, since 2010. Plaintiff  
6 Nancy Haack, and Defendants Roger Ayala and Sean Evenden (hence NRS) are involved in this  
7 matter. The laws formed under NRS 86 were designed to govern the businesses formed as an  
8 LLC, to protect all the owners, and will be the appropriate reference to be used by Appellant for  
9 this appeal. All references to documentation is made from the evidence at trial, as well as  
motions, and transcripts on record.

10 Appellant, Nancy Haack as an Individual understands the laws for an LLC written in  
11 NRS 86, and signed the Operating Agreement, a valid contract of the members as to the affairs  
of a Limited Liability Company and the conduct of its business.

12 **1.** THE first order being appealed ask this higher court to deny the order for a New  
13 Trial by Honorable Judge Williams, dated August 8, 2022, now two and one half years following  
14 the four-day Bench trial with Honorable Judge Miley, and reaching close to six years following  
15 the initial lawsuit.

16 **2.** THE second request by Appellant to this higher court asks to set aside the order of  
17 entry from January 31, 2022. This order excluded the audit from the original decision and order  
to award one-third of the value of the business to Haack.

18 Journal entries from December 22, 2021 shows Judge Williams agreed to the order of  
19 Judge Miley for damages to Plaintiff for the salaries and legal fees taken by Defendants. Judge  
20 Williams determined that Haack's reported loss from the use of company expenses paid from  
21 NRS revenues, should not be considered damages to Ms. Haack and would be "inappropriate".  
22 As a result, the order for an audit was excluded from this order of entry dated January 31, 2022,  
23 as well as Ms. Haack's one-third share of value of the business.

24 Haack anticipated an agreeable settlement from this lesser order, by Defendants.  
25 However, Defendants fraudulently moved to transfer deeds of properties they own to hide their  
26 assets, and lied to the Court about being able to afford this "windfall" of damages to Ms. Haack.  
27 As a result of this evidence of ongoing deceit, Ms. Haack finds it necessary to disagree with the  
order of entry on January 31, 2022 and to reclaim the order for an audit.

28 **3.** THE third request to this higher court by Appellant asks to reinstate the Decision



1 and Order from honorable Judge Miley made June 17, 2020 in order to finalize the unresolved  
2 issue of damages awarded to Plaintiff Haack once the results of a full audit are presented to the  
3 Court.

4 The Decision and Order from the District Court following a four-day trial, ruled in favor  
5 of Plaintiff, Nancy Haack, for damages that:

- 6 a) included salaries taken by Defendants and denied to Haack as an equal owner;
- 7 b) as well as legal fees taken in breach of Section 10.5 of the operating agreement to pay  
8 for their personal legal fees and, as a result, pierces the corporate veil,
- 9 c) and to include an audit of NRS from 2016 through close of business to make sure Ms.  
10 Haack received all the distributions she deserved, outside the end of Discovery from September  
11 2018.

12 Attorney Sterling Kerr originally filed this lawsuit in the District Court, for Plaintiff  
13 Nancy Haack, an Individual, and NRS Realty Group, LLC, d/b/a LIFE Realty for claims of (i)  
14 breach of contract; (ii) breach of the implied covenant of good faith and fair dealing; (iii) breach  
15 of fiduciary duty; (iv) conversion; (v) indemnity; (vi) accounting; (vii) interference with  
16 prospective economic advantage; and (viii) usurpation of corporate op

17 The operating agreement states the benefits of ownership includes the income, loss,  
18 expenses, and revenues of the business. By denying Haack these benefits, Defendant violated  
19 the intent of the operating agreement.

20 NRS Realty Group, LLC, was formed May 5, 2010 and all three owners agreed to  
21 manage the business according to the signed **Operating Agreement**, as a valid contract. Since  
22 March 10, 2017, Defendants have fraudulently denied all the expected benefits of ownership  
23 described in the Operating agreement, to equal owner Haack. (Day 1, P49, L22-24, Defendant,  
24 Sean Evenden at trial, "Q. As a valid contract, are these three sections we just reviewed a part of  
25 consideration for the owners? A. I guess so."

26 These three sections reviewed in detail at trial with Defendant Evenden, were Sections  
27 1.6, 1.8, and 1.10 from the operating agreement, to describe the rights of owners to share  
28 "...profits, losses, incomes, **expenses** or other monetary items..." as well as the "right to vote,  
the right to participate in management and the right to obtain information..." quoted from Day  
1, P49.

All three owners also signed a **Lease**, another valid contract, as guarantors for NRS, in  
order to rent office space to conduct the business for each owner, since 2010. Defendants

1 fraudulently denied Haack access to the office since March 10, 2017 while spending \$11,400 of  
2 NRS revenues each month for their own rent as well as more than \$500,000 each year to conduct  
3 their business, while denying Ms. Haack the same benefit as an equal owner, and guarantor on  
4 the lease, to conduct her business.

5 Defendants threatened to remove Ms. Haack as an Owner of NRS in breach of the  
6 operating agreement when her husband (Mr. Haack) refused to sign a lease for a proposed  
7 expansion for the LLC. Haack's spouse is not a party to this lawsuit. Spouses are not Owners,  
8 nor Employees, nor Agents of NRS. Nothing in the operating agreement references any  
9 responsibility by the spouses of owners. There is no mention in the operating agreement ordering  
10 Haack to obey Defendants orders. Judge Miley ruled Defendants did not meet the elements  
11 of the contract demanding spouses to sign the lease and Ms. Haack did not breach the  
12 contract because the proposed lease was not considered a valid contract.

13 Defendants Counsel, in his opening statements at trial, Day 1, P34, L13-16,

14 *"MR. SHEEHAN: Okay. And then it says precluded*  
15 *Ms. Haack from the Life Realty office space. No, we didn't.*  
16 *In fact, we even wrote an email to her saying she can come back*  
17 *as long as she wants to, you know, play nice in the sandbox."*

18 If opposing counsel has evidence to show, "No, we didn't" preclude Haack from  
19 office space, after threatening Ms. Haack's membership interest, and threatened to dissolve  
20 NRS and remove Haack's right to vote, in a Resolution, why would Defendants need to ask  
21 Ms. Haack to come back and, "you know, play nice in the sandbox"?

22 Opposing counsel presents NO evidence to retract Defendant's threats or any  
23 evidence to show 'consideration' was offered to Ms. Haack to return to NRS after removing  
24 all her benefits. There is no reason to believe a different outcome will result in a New Trial.

25 Ms. Haack provided twenty-two documents from Evenden and Ayala, at trial, as  
26 evidence of the threats and slander to remove Ms. Haack's membership Interest, accusing Ms.  
27 Haack of demanding a salary, retiring without Defendants permission, and failing to contribute  
28 to a capital call. Defendants were unable to present any evidence to support these claims. A  
Cease and Desist letter was given to Defendants immediately, while Defendants proceeded to  
dissolve NRS. Defendants denied Ms. Haack her share of revenues to pay for her benefits  
including rent, professional fees, marketing, employees, equipment, etc. equal to the benefits  
Defendants used to barely operate NRS while simultaneously, operating their new, competing

1 business named Life Real Estate. Defendants used the assets and resources of NRS to operate  
2 their new business, and is a breach of the covenant of good faith and fair dealing as well as their  
3 fiduciary duty to act honestly and fairly in their performance to NRS and the owners,

4 Defendant Evenden signed a sworn affidavit to the Real Estate Division stating Ms.  
5 Haack had been responsible for everything at the company including managing, marketing,  
6 training, bookkeeping, accounting, for two offices, so, if anything is wrong, blame her.

7 Defendants also testified at trial that ON May 1, 2017, Defendants altered the NRS  
8 operating agreement to award salaries and bonuses to themselves and to deny all benefits to  
9 Haack. As licensed Brokers for a real estate company, both Defendants know it is against the  
10 law to alter or amend a contract without the consent of all the parties to the contract.

11 Ms. Haack filed for receivership after learning Defendants tried to dissolve the business  
12 and believed they would pilfer the assets of NRS to their new, competing company formed  
13 February 28, 2017. Honorable Judge Miley heard the motion for receivership on January 23,  
14 2018. Defendants denied Ms. Haack's claims stating the business of NRS was more successful  
15 without Ms. Haack, that Defendants were not opening a new competing business, and that no  
16 agents left as a result of Ms. Haack's absence.

17 Shortly after Judge Miley's decision in favor of Defendants, Defendants submitted  
18 amended tax returns to show NRS was **losing** money and then filed counterclaims to contradict  
19 their defense at the hearing for receivership. NRS tax records for 2016, 2017 and 2018 were  
20 included as evidence at trial, showing the reported losses to NRS, each year.

21 Testimony by Defendant Ayala at trials admits he moved all the assets of NRS to their  
22 new company including the Trademark LIFE Realty, owned by NRS. Evidence in a letter by  
23 Defendant Ayala states more than \$150,000 was paid to furnish and upgrade the office of NRS.

24 Defendants counterclaims were for (a) breach of contract; (b) breach of the implied  
25 covenant of good faith and faith dealing; (c) tortious interference with contract and prospective  
26 economic advantage; and (d) declaratory relief.

27 Defendant's Counsel stated in the motion for a new trial to Judge Williams that his  
28 clients challenge the constitutionality of the remedies, "...holding in favor of Ms. Haack on  
certain affirmative claims but otherwise ruling in favor of the defending party (or counterparty)  
on each claim and counterclaim."

Defendant's Counsel misleads Judge Williams in the order of entry by stating Defendants  
won all four of their claims.

1 Judge Miley's final decision and order did not rule in favor of Defendant's counterclaims,  
2 as follows:

3 **P 23, L10-11 G.** Defendants' Breach of contract counterclaim: Court Finds Plaintiff  
4 Nancy Haack did not breach her contract with Defendants.

5 **P 24, L14-15 H.** Defendants' Breach of the implied covenant of good faith and fair  
6 dealing counterclaim: Court finds, Nancy Haack did not breach the implied covenant of good  
7 faith and fair dealing.

8 **P 25, L13-14 I.** Defendants' tortious interference with contract and prospective  
9 economic advantage counterclaim: Court finds Haack's actions were no more responsible for  
10 any loss of agents than those actions of the Defendants.

11 **P 26, L2-4 J.** Defendants declaratory relief counterclaim: Court finds Plaintiff did  
12 not resign her position in NRS. Defendants testified at trial that Haack is still a member of NRS  
13 contradicting the claim that she resigned her position in NRS."

14 The Forensic Accountant stated in his opinion, " we referenced potential damages related  
15 to alleged accounting operating agreement based improprieties, and that the formation of Life  
16 Real Estate and the potential dissipation of assets from NRS Realty could also have formed an  
17 element of economic damages to NRS or Nancy." Day 3, Trial Transcript, P162, L6-10.

18 The District Court's Decision and Order on June 17, 2020, ruled only "in favor of  
19 Plaintiff Nancy Haack". This same decision ordered Roger Ayala and Sean Evenden to pay  
20 Nancy Haack various monies Defendants had taken without giving an equal share to Ms. Haack  
21 in violation of the operating agreement. The fees Judge Miley references are salaries and legal  
22 fees, specifically. Judge Miley ordered Defendants to pay Ms. Haack the same amount of salary  
23 they took for themselves as damages, not an IOU.

24 Judge Miley further stated in her Decision and Order on P22, L16-18, "the  
25 reimbursement of Defendants' legal fees must be **accounted for** to determine what the  
26 profitability of the company would have been without this matter...".

27 Defendant's testimony at trial and evidence on the tax filings for NRS show more than  
28 \$200,000 taken from NRS revenues to pay for their 'personal' legal fees as Defendants in this  
lawsuit, in breach of Section 10.5 of the operating agreement. Plaintiff asks to receive the same  
amount to pay the legal fees for Plaintiff's side of the lawsuit as an equal owner.

Use of revenue from the LLC to pay personal expenses would be paid as taxable income  
to Defendants rather than an expense to NRS and fails to report appropriate income to the IRS.

1 NRS Operating Agreement, Section 10.5 only allows a majority of members WHO ARE NOT  
2 PARTY TO THE LAWSUIT, to vote to use funds from the LLC.

3 Any benefits paid to, or distributed to, or taken as a benefit to Defendants to operate their  
4 business as owners of NRS, requires an equal payment, distribution, and benefit to Ms. Haack as  
5 an equal owner. Ms. Haack did not sign the operating agreement to benefit Defendants business  
and livelihood, but to benefit her business and livelihood and was proven at trial.

6 Use of revenue by Defendants for personal expenses also pierces the corporate veil and is  
7 a violation of IRS law for an S Corporation. Defendants say, “she told us to” with no evidence.  
8 A written negotiations between Defendants Attorney and Haack’s Attorney before the lawsuit  
9 was filed, is included as evidence at trial to show Defendants NEVER agreed to do anything  
10 Haack suggested.

11 The District Court decision and order by Judge Miley also ordered Nancy Haack to  
12 designate three independent accountants, from whom Defendants would select one, for purposes  
13 of providing an independent accounting of NRS Realty Group, LLC in order to determine IF Ms.  
14 Haack received equal distributions paid to Defendants, as well as to determine the **value** of the  
15 business so the Court could prepare a final reward of damages to Ms. Haack to include one-third  
of the VALUE of the NRS business.

16 Defendants have made many attempts to delay the outcome in order to fraudulently  
17 transfer deeds for five income properties and two residents owned by Defendants. Attorney Karl  
18 Shelton notified Honorable Judge Williams of this action in a motion submitted in May 2022.  
19 Any further delay should be avoided since there is no reason to believe a different outcome will  
be the result of a New Trial.

20  
21 **11.** Indicate whether the case has previously been the subject of an appeal to or original writ  
22 proceeding in the Supreme Court and, if so, the caption and Supreme Court docket number of the  
23 prior proceeding:

24 An appeal filed by Evenden and Ayala on November 20, 2020 asked to deny the court  
25 order for an audit of the finances from 2016 to the close of business on October 31, 2019 needed  
26 to determine the value of the business so Plaintiff would receive her one-third of the value as  
27 damages. Defendants claimed to be the surviving party of the case after Judge Miley ruled in  
28 favor of Plaintiff.

1 The appeal was dismissed on April 16, 2021 and ordered back to the Court to determine  
2 final damages and until that determination is made, “there is no judgment for respondents to  
3 enforce“.

4 As a result of being returned to the District Court, the case was assigned to Honorable  
5 Timothy C. Williams where Judge Williams denied the order for an audit, and denied an award  
6 to Haack for her one-third share of the business.

6 **12.** Indicate whether this appeal involves child custody or visitation:

7 This appeal does not involve child custody or visitation.

8 **13.** If this is a civil case, indicate whether this appeal involves the possibility of settlement:

9 Appellant Haack sees no potential for a settlement since all that is offered in motions, and  
10 testimony by respondents Sean Evenden and Roger Ayala, has been \$0 or \$1.

## 11 12 **SUMMARY OF THE NATURE OF THIS APPEAL**

13  
14 **THE ORDER FOR A NEW TRIAL DOES NOT MEET THE GROUNDS FOR A NEW**  
15 **TRIAL IN NRCP 59 (A) or (G).**

16 First, Appellant finds no specific evidence presented to Honorable Judge Williams to  
17 indicate a new trial will result in a different outcome.

18 Second, Appellant believes that Defendants may struggle to answer questions about the  
19 events of this case six years later with no evidence to support a different outcome.

20 The order of entry filed by Honorable Judge Williams dated August 8, 2022 claims  
21 NRCP 59 (A) and (G) as reasons to order a new trial and do not meet the grounds for a new trial.

22 **I. NRCP 59 (A)** “irregularity in the proceedings of the court, jury, master, or adverse party  
23 or in any order of the court or master, or any abuse of discretion by which either party was  
24 prevented from having a fair trial.

25 Judge Miley recognized Ms. Haack’s behavior Pro Se in a positive manner throughout  
26 the trial and unless opposing counsel can prove otherwise, it is unfair to exclude defense of Ms.  
27 Haack’s professional working relationship with the Court and all her Attorneys who assisted in  
28 this case, when no specific complaint was made by opposing Counsel at trial.

No opposition was implied or expressed to claim an unfair trial. And no evidence of

1 opposition was stated for a new trial. Respondent's current Counsel claims Ms. Haack acted Pro  
2 Se and "may" have been assisted by the Counsel Haack hired and paid for, to represent the LLC  
3 as ordered by Judge Miley. Opposing Counsel did not attend any of the four-days at trial and has  
4 failed to identify a specific incident, or specific law to suggest that any behavior "may" or  
5 possibly existed, and is misleading to the Tribunal.

6 Perhaps Counsel was confused with the trial record showing Defendants testified to  
7 holding a contract as Individuals with Attorney Sheehan from Fennemore Craig Law Offices.  
8 Defendants testified they paid for their personal legal fees directly from the bank accounts of  
9 NRS. NRS did not have a contract with Fennemore Craig. If legal fees had been approved  
10 according to Section 10.5 of the operating agreement, the fees would have been paid directly to  
11 Defendants as **taxable income, rather than an expense to NRS in order to lower the profits**  
12 **to the company**. Section 10.5 of the operating agreement states a majority vote can authorize  
13 use of NRS funds for legal fees ONLY from Members who are NOT party to the lawsuit.  
14 Confusion "may" apply to whether Defendants Counsel had a hand in, or was confused about  
15 representing NRS, or even Ms. Haack as an equal owner of NRS, without her consent.

16 Judge Miley approved Ms. Haack's request as Pro Se, and Attorney Holiday to represent  
17 NRS. NO specific evidence is present to show specific grounds that would materially affect the  
18 substantial rights for the moving party from having a fair trial. Defendants did have legal  
19 representation at trial.

20 **II. NRCP 59 (G)** error in law occurring at the trial and objected to by the party making the  
21 motion shows no specific reason to require a new trial.

22 The order and entry for a New Trial fails to state a specific violation of law and gives no  
23 specific reason to believe a law "may" have been violated. In previous motions submitted by  
24 Respondents Counsel, reference is made to "fiduciary duties" of an LLC member. As Appellant  
25 of this appeal, I will address this concern to avoid further delays in a final decision.

26 In Defendants original motion for a new trial, Counsel states a violation of NRS  
27 86.286(6). To clarify, the law states, "Unless otherwise provided in an operating agreement, a  
28 member, manager or other person **is not liable** for breach of duties, if any, to a limited-liability  
company, to any of the members or managers or to another person that is a party to or otherwise  
bound by the operating agreement **for conduct** undertaken in the member's, manager's or other  
person's **good faith reliance on the provisions of the operating agreement**."

1 Nevada contract laws do not allow alterations to a contract without the consent of all the  
2 parties to the contract, and is repeated in Section 14.1 of the NRS Operating Agreement, signed  
3 by all three owners. All three participants in this case are Licensed Real Estate Brokers and all  
4 know a contract can not be altered, or amended, or changed in any way without the consent of all  
the parties to the contract.

5 Therefore, where substantial evidence appears in the record to support the lower Court's  
6 decision it will not be disturbed upon appeal. *Id* "the district court's factual findings... are given  
7 deference and will be upheld if not clearly erroneous and if supported by substantial evidence."  
8 *Ogawa v. Ogawa*, 125 Nev. 660, 680 221 P. 3d 699, 704 (2009). "Substantial evidence is  
9 evidence that a reasonable mind might accept as adequate to support a conclusion." *Whitemaine*  
10 *v. Aniskovich*, 124 Nev. 302, 308, 183 P.3d 137, 141 (2008).

11 Honorable Judge Miley's Decision and Order was based on "substantial evidence that a  
12 reasonable mind might accept as adequate to support a conclusion", at a four-day trial that was  
not attended by Honorable Judge Williams, or Opposing Counsel VerStandig.

13 The Court's order for a new trial presents no specific violation of a law, or evidence to  
14 show the trial was unfair, and no specific statement or evidence at trial to show opposition was  
15 made for these reasons, during the four-day trial in February 2020 to indicate a different outcome  
16 would result from a new trial.

17 Defendants have made several attempts to delay the final outcome of this case in order to  
18 fraudulently transfer deeds for their five income properties and two residents. Attorney Karl  
Shelton notified Honorable Judge Williams of this action in a motion submitted in May 2022.

## 20 PRAYER FOR RELIEF

21 1. Appellant Nancy Haack asks this higher court to deny the order for a New Trial  
22 from August 8, 2022, based on the aforementioned statements, findings and facts, and evidence  
23 submitted at trial. The order for a new trial based on findings and facts actually support, rather  
24 than contradict Judge Miley's interlocutory decree that will conclude with the audit to show the  
value of NRS so Plaintiff Haack can receiver her one-third share of the business.

25 2. Appellant Nancy Haack asks this higher court to set aside the order of entry from  
26 January 31, 2022 as incomplete. Defendant's own testimony at trial states they took all the  
27 assets to their new company and closed NRS as of October 31, 2019. Ongoing evidence to show  
28 Defendants are trying to fraudulently hide their assets, Ms. Haack begs this Court to set aside the



1 January 31, 2022 order of entry by Honorable Judge Williams as incomplete.

2 3. Appellant Nancy Haack asks this higher court to resubmit the Order and Decision  
3 written by Honorable Judge Miley on June 17, 2020 to include the audit of NRS from 2016  
4 through close of business so a complete order of entry can be submitted in a timely manner.

5 4. Appellant Nancy Haack asks this higher court to clarify damages awarded only to  
6 Ms. Haack since NRS is not a person, did not sign the operating agreement or the lease, and no  
7 longer exists. Defendants Counsel submitted a motion for clarification on January 23, 2022 and  
8 was not considered at a hearing, but is evidence that clarification was a concern to Defendants.

9 5. Appellant Nancy Haack asks this higher court to order reimbursement of legal  
10 fees and costs submitted in a motion by Attorney Karl Shelton, to Judge Miley's, following the  
11 Decision and Order from 2020, and again, filed to Judge Williams following the order of entry  
12 dated January 31, 2022 to include any additional legal fees and expenses as a result of  
13 Defendants ongoing efforts to delay their obligation to Ms. Haack. NRS, LLC operating  
14 agreement states in Section 14.7 that prevailing party will be awarded legal fees and expenses as  
15 a part of damages.

16 6. Following the audit of NRS, and all decisions to finalize this case, Appellant  
17 Nancy Haack asks this higher court to order the dissolution by Decree of Court under NRS  
18 46.495 and to include the necessary actions from NRS 86.4895 through NRS 86.541.

19 Defendants threatened to dissolve NRS in a letter to Haack 3/10/17, Defendants signed a  
20 resolution to dissolve NRS on 3/22/17; Defendants told all Agents and employees to sign a new  
21 contract with Defendants' new company in an email dated 3/22/17; Defendants filed a  
22 dissolution of NRS with the Nevada Secretary of State business license on 4/4/17; and  
23 Defendants threatened Haack in a letter 2/1/19 stating if Haack and her spouse do not sign a 9-  
24 year lease for their new business, Defendants will dissolve NRS.

25 Appellant, Ms. Haack asks this higher court to bring this case to an end by granting the  
26 appeals herein, rather than cause further delays for a new trail and possibly another attempt at an  
27 appeal.

28 DATED THIS \_\_\_\_ DAY OF AUGUST 2022

RESPECTFULLY SUBMITTED,

1  
2 NANCY HAACK, PRO SE  
3 1870 Morganton Drive  
4 Henderson, NV 89052  
5  
6

7 CERTIFICATE OF SERVICE

8  
9 I hereby certify that on this \_\_\_\_ day of August, 2022, I caused a true and correct copy  
10 of the foregoing paper to be served on all counsel of record herein through this Honorable  
11 Court's electronic filing system, in conformity with Nevada Rule of Civil Procedure 5(b)(2)(E).  
12

13 Nancy Haack  
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**CASE SUMMARY****CASE NO. A-17-753435-C**

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

§  
 §  
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 §  
 §  
 §

Location: **Department 16**  
 Judicial Officer: **Williams, Timothy C.**  
 Filed on: **04/03/2017**  
 Case Number History:  
 Cross-Reference Case **A753435**  
 Number:  
 Supreme Court No.: **81473**

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

06/17/2020 Judgment Reached (bench trial)

Case Type: **Other Tort**

Case  
 Status: **07/06/2022 Reopened**

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

Case Number A-17-753435-C  
 Court Department 16  
 Date Assigned 02/01/2021  
 Judicial Officer Williams, Timothy C.

**PARTY INFORMATION**

<b>Plaintiff</b>	<b>Haack, Nancy</b>	<b>Hone, Eric D.</b> <i>Retained</i> 702-608-3720(W)
	<b>NRS Realty Group LLC</b>	<b>Hone, Eric D.</b> <i>Retained</i> 702-608-3720(W)
<b>Defendant</b>	<b>Ayala, Roger</b>	<b>Sheehan, Patrick J.</b> <i>Retained</i> 702-692-8000(W)
	<b>Evenden, Sean</b>	<b>Sheehan, Patrick J.</b> <i>Retained</i> 702-692-8000(W)
<b>Counter Claimant</b>	<b>Ayala, Roger</b>	<b>Sheehan, Patrick J.</b> <i>Retained</i> 702-692-8000(W)
	<b>Evenden, Sean</b>	<b>Sheehan, Patrick J.</b> <i>Retained</i> 702-692-8000(W)
	<b>NRS Realty Group LLC</b>	<b>Hone, Eric D.</b> <i>Retained</i> 702-608-3720(W)
<b>Counter Defendant</b>	<b>Haack, Nancy</b>	<b>Hone, Eric D.</b> <i>Retained</i> 702-608-3720(W)

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

04/03/2017

# CASE SUMMARY

CASE NO. A-17-753435-C

	 Complaint Filed By: Counter Defendant Haack, Nancy <i>[1] Complaint</i>
04/06/2017	 Peremptory Challenge Filed by: Counter Defendant Haack, Nancy <i>[2] Peremptory Challenge of Judge</i>
04/06/2017	 Notice of Department Reassignment <i>[3] Notice of Department Reassignment</i>
04/12/2017	 Affidavit of Service Filed By: Counter Defendant Haack, Nancy <i>[4] Affidavit of Service</i>
04/12/2017	 Affidavit of Service Filed By: Counter Defendant Haack, Nancy <i>[5] Affidavit of Service</i>
04/26/2017	 Motion to Dismiss Filed By: Counter Claimant Evenden, Sean <i>[7] Motion to Dismiss or Alternatively for Summary Judgment</i>
04/27/2017	 Initial Appearance Fee Disclosure Filed By: Counter Claimant Evenden, Sean <i>[6] Initial Appearance Fee Disclosure</i>
05/03/2017	 Affidavit of Service Filed By: Counter Defendant Haack, Nancy <i>[8] Affidavit of Service</i>
05/03/2017	 Affidavit of Service Filed By: Counter Defendant Haack, Nancy <i>[9] Affidavit of Service</i>
05/25/2017	 Opposition to Motion to Dismiss Filed By: Counter Defendant Haack, Nancy <i>[10] Plaintiffs' Opposition to Motion to Dismiss or Alternatively for Summary Judgment</i>
06/06/2017	 Reply in Support Filed By: Counter Claimant Evenden, Sean <i>[11] Reply in Support of Motion to Dismiss or Alternatively for Summary Judgment</i>
06/13/2017	 Notice of Rescheduling of Hearing <i>[12] Notice of Rescheduling of Hearing</i>
07/18/2017	 Order Denying Motion Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[13] Order Denying Defendants' Motion to Dismiss or Alternatively Motion for Summary Judgment</i>
07/21/2017	 Notice of Entry of Order Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[14] Notice of Entry of Order</i>

**CASE SUMMARY**

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

07/24/2017	 Stipulation and Order <i>[15] Stipulation and Order</i>
07/24/2017	 Notice of Entry of Order <i>[16] Notice of Entry of Order</i>
07/24/2017	 Amended Complaint Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[17] First Amended Complaint</i>
08/14/2017	 Answer and Counterclaim Filed By: Counter Claimant Evenden, Sean <i>[18] Defendant's Answer to First Amended Complaint and Counterclaim</i>
08/21/2017	 Notice of Lis Pendens <i>[19] Notice of Lis Pendens</i>
09/08/2017	 Answer to Counterclaim <i>[20] Answer to Defendants' Counterclaim</i>
10/02/2017	 Joinder to Case Conference Report <i>[21] Joint Case Conference</i>
10/18/2017	 Motion for Appointment of Receiver <i>[22] Plaintiffs' Motion for Appointment of a Receiver</i>
11/09/2017	 Stipulation and Order Filed by: Counter Claimant Evenden, Sean <i>[23] Stipulation and Order to Extend Briefing Schedule</i>
11/09/2017	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant Evenden, Sean <i>[24] Notice of Entry of Stipulation and Order</i>
11/22/2017	 Scheduling Order <i>[25] Scheduling Order</i>
12/12/2017	 Opposition Filed By: Counter Claimant Evenden, Sean <i>[26] Defendants Opposition to Plaintiffs' Motion for Appointment of a Receiver</i>
12/27/2017	 Order Setting Civil Bench Trial <i>[27] Order Setting Civil Bench Trial</i>
12/29/2017	 Notice of Change of Hearing <i>[28]</i>
01/18/2018	 Reply in Support <i>[29] Plaintiffs' Reply in Support of their Motion for Appointment of a Receiver</i>
02/08/2018	 Decision and Order

# CASE SUMMARY

CASE NO. A-17-753435-C

[30] Decision and Order

02/13/2018



Notice of Entry of Order

Filed By: Counter Claimant Evenden, Sean

[31] Notice of Entry of Order

03/16/2018



Recorders Transcript of Hearing

[32] Transcript of Hearing: Plaintiff's Motion for Appointment of a Receiver January 23, 2018

03/27/2018



Substitution of Attorney

Filed by: Counter Defendant Haack, Nancy

[33] Substitution of Attorneys.

03/27/2018



Notice of Substitution of Parties

Filed By: Counter Defendant Haack, Nancy

[34] Notice of Substitution of Attorneys.

04/06/2018



Notice

Filed By: Counter Defendant Haack, Nancy

[35] Notice of Subpoena Duces Tecum to Custodian of Records for Lone Wolf Technologies.

04/06/2018



Notice

Filed By: Counter Defendant Haack, Nancy

[36] Notice of Subpoena Duces Tecum for Custodian of Records for ADP, LLC

04/06/2018



Notice

Filed By: Counter Defendant Haack, Nancy

[37] Notice of Subpoena Duces Tecum to Custodian of Records for JPMorgan Chase Bank

04/17/2018



Notice

Filed By: Counter Defendant Haack, Nancy

[38] Notice of Subpoena Duces Tecum - Vestar Green Valley, LLC.

04/20/2018



Motion to Extend Discovery

Filed By: Counter Defendant Haack, Nancy

[39] Plaintiffs' Motion to Extend Time to Complete Discovery

04/26/2018



Opposition

Filed By: Counter Claimant Evenden, Sean

[40] Defendant's Opposition to Plaintiffs' Motion to Extend Time to Complete Discovery (First Request)

05/01/2018



Subpoena Electronically Issued

Filed by: Counter Defendant Haack, Nancy

[41] Subpoena - Nancy Chen.

05/01/2018



Subpoena Electronically Issued

Filed by: Counter Defendant Haack, Nancy

[42] Subpoena - Keri Fowler.

05/01/2018

















Subpoena Electronically Issued

Filed by: Counter Defendant Haack, Nancy

[43] Subpoena - Kevin Ghafouria.

# CASE SUMMARY

CASE NO. A-17-753435-C

05/01/2018	 Subpoena Electronically Issued Filed by: Counter Defendant Haack, Nancy <i>[44] Subpoena - Ryan Gibbs.</i>
05/01/2018	 Subpoena Electronically Issued Filed by: Counter Defendant Haack, Nancy <i>[45] Subpoena - Michael Rebarchick.</i>
05/01/2018	 Subpoena Electronically Issued <i>[46] Subpoena - Sallee Miller.</i>
05/01/2018	 Subpoena Electronically Issued Filed by: Counter Defendant Haack, Nancy <i>[47] Subpoena - Sandra Palma.</i>
05/01/2018	 Subpoena Electronically Issued Filed by: Counter Defendant Haack, Nancy <i>[48] Subpoena - Mary Carmen Ruiz.</i>
05/01/2018	 Subpoena Electronically Issued Filed by: Counter Defendant Haack, Nancy <i>[49] Subpoena - Corey Toushin.</i>
05/02/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>[50] Notice of Issuance of Subpoena to Corey Toushin.</i>
05/02/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>[51] Notice of Issuance of Subpoena to Mary Carmen Ruiz.</i>
05/02/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>[52] Notice of Issuance of Subpoena to Sandra Palma.</i>
05/02/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>[53] Notice of Issuance of Subpoena to Sallee Miller.</i>
05/02/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>[54] Notice of Issuance of Subpoena to Michael Ribarchick.</i>
05/02/2018	 Order Shortening Time Filed By: Counter Defendant Haack, Nancy <i>[55] Order Shortening Time.</i>
05/07/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>[56] Notice of Issuance of Subpoena to Jessica Johnson.</i>
05/09/2018	 Reply in Support Filed By: Counter Defendant Haack, Nancy

# CASE SUMMARY

CASE NO. A-17-753435-C

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

05/10/2018



Notice

Filed By: Counter Defendant Haack, Nancy  
[58] Notice of Issuance of Subpoena to Kevin Ghafouria.

05/10/2018



Notice

Filed By: Counter Defendant Haack, Nancy  
[59] Notice of Issuance of Subpoena to Jessica Johnson.

05/10/2018



Notice

Filed By: Counter Defendant Haack, Nancy  
[60] Notice of Issuance of Subpoena to Keri Fowler.

05/10/2018



Notice

Filed By: Counter Defendant Haack, Nancy  
[61] Notice of Issuance of Subpoena to Ryan Gibbs.

05/10/2018



Notice

Filed By: Counter Defendant Haack, Nancy  
[62] Notice of Issuance of Subpoena to Nancy Chen.

05/17/2018



Notice to Vacate Deposition

Filed by: Counter Defendant Haack, Nancy  
[63] Notice to Vacate Deposition of Sean Evenden

05/17/2018



Notice to Vacate Deposition

Filed by: Counter Defendant Haack, Nancy  
[64] Notice to Vacate Deposition of Kevin Ghafouria

05/17/2018



Notice to Vacate Deposition

Filed by: Counter Defendant Haack, Nancy  
[65] Notice to Vacate Deposition of Keri Fowler

05/17/2018



Notice to Vacate Deposition

Filed by: Counter Defendant Haack, Nancy  
[66] Notice to Vacate Deposition of Nancy Chen

05/17/2018



Notice to Vacate Deposition

Filed by: Counter Defendant Haack, Nancy  
[67] Notice to Vacate Deposition of Jessica Johnson

05/17/2018



Notice to Vacate Deposition

Filed by: Counter Defendant Haack, Nancy  
[68] Notice to Vacate Deposition of Roger Ayala

05/22/2018



Notice to Vacate Deposition

Filed by: Counter Defendant Haack, Nancy  
[69] Notice to Vacate Deposition of Mary Carmen Ruiz.

05/23/2018
















Second Amended Complaint

Filed By: Counter Defendant Haack, Nancy  
[70] Plaintiffs' Second Amended Complaint.



# CASE SUMMARY

CASE NO. A-17-753435-C

05/25/2018	 Order Setting Civil Bench Trial <i>[71] Order Re-Setting Civil Bench Trial</i>
05/31/2018	 Order Filed By: Counter Defendant Haack, Nancy <i>[72] Order Granting Plaintiffs' Motion to Extend Time and Complete Discovery, (First Request).</i>
06/01/2018	 Notice of Entry of Order Filed By: Counter Defendant Haack, Nancy <i>[73] Notice of Entry of Order.</i>
06/14/2018	 Stipulation and Order to Extend Discovery Deadlines Filed By: Counter Defendant Haack, Nancy <i>[74] Stipulation and Order to Extend Discovery Deadlines (Second Request).</i>
06/18/2018	 Answer Filed By: Counter Claimant Evenden, Sean <i>[75] Defendants Answer to Second Amended Complaint and First Amended Counterclaim</i>
07/11/2018	 Answer to Counterclaim Filed By: Counter Defendant Haack, Nancy <i>[76] Plaintiff/Counterdefendant, Nancy Hack's Answer to Defendants' First Amended Counterclaim.</i>
07/11/2018	 Motion to Strike Filed By: Counter Defendant Haack, Nancy <i>[77] Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim.</i>
07/20/2018	 Notice to Vacate Deposition Filed by: Counter Defendant Haack, Nancy <i>[78] Notice to Vacate the Deposition of Kevin Ghafouria</i>
07/20/2018	 Notice to Vacate Deposition Filed by: Counter Defendant Haack, Nancy <i>[79] Notice to Vacate the Deposition of Nancy Chen</i>
07/23/2018	 Notice of Hearing Filed By: Counter Defendant Haack, Nancy <i>[80] Notice of Hearing.</i>
08/07/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>[81] Notice of Issuance of Subpoena Duces Tecum to Custodian of Records for JPMorgan Chase Bank.</i>
08/07/2018	 Notice Filed By: Counter Defendant Haack, Nancy <i>[82] Notice of Issuance of Subpoena to Testify at a Deposition in a Civil Action for Jennifer K. Garcia.</i>
08/17/2018	 Notice to Vacate Deposition Filed by: Counter Defendant Haack, Nancy

# CASE SUMMARY

CASE NO. A-17-753435-C

[83] Notice to Vacate Deposition of Jessica Johnson.

09/10/2018



## Opposition

Filed By: Counter Claimant Evenden, Sean

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

09/13/2018



## Statement

Filed by: Counter Defendant Haack, Nancy

[85] Plaintiffs' Omnibus Statement of Undisputed Facts In Support of Motions for Summary Judgment.

09/13/2018



## Motion for Partial Summary Judgment

Filed By: Counter Defendant Haack, Nancy

[86] Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims

09/13/2018



## Motion for Partial Summary Judgment

Filed By: Counter Defendant Haack, Nancy

[87] Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims

09/13/2018



## Declaration

Filed By: Counter Defendant Haack, Nancy

[88] Declaration of Karl A. Shelton, Esq., Regarding Plaintiffs Omnibus Appendix of Exhibits to Oppositions to Motions for Summary Judgment.

09/13/2018



## Appendix

Filed By: Counter Defendant Haack, Nancy

[89] Omnibus Appendix of Exhibits to Plaintiffs' Motions for Partial Summary Judgment.

09/13/2018



## Exhibits

Filed By: Counter Defendant Haack, Nancy

[90] Exhibits 1-23.

09/13/2018



## Exhibits

Filed By: Counter Defendant Haack, Nancy

[91] Exhibits 24-49.

09/19/2018



## Reply in Support

Filed By: Counter Defendant Haack, Nancy

[92] Plaintiffs' Reply in Support of Their Motion to Strike Claims in Defendants' First Amended Counterclaim

09/20/2018



## Notice of Hearing

Filed By: Counter Defendant Haack, Nancy

[93] Notice of Hearing on Motions.

09/20/2018



## Certificate of Service

Filed by: Counter Defendant Haack, Nancy

[94] Certificate of Service.

10/08/2018



## Opposition
















Filed By: Counter Claimant Evenden, Sean

[95] Defendants (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims and (3) Defendant's Countermotion for Summary Judgment in its Favor

# CASE SUMMARY

CASE NO. A-17-753435-C

*on All Claims*

10/25/2018	 Reply in Support Filed By: Counter Defendant Haack, Nancy <i>[96] Plaintiffs' Reply in Support of Motions for Partial Summary Judgment and Opposition to Defendants' Countermotion For Summary Judgment.</i>
10/30/2018	 Reply in Support Filed By: Counter Claimant Evenden, Sean <i>[97] Defendants Reply in Support of Countermotion for Summary Judgment in its Favor on All Claims</i>
10/31/2018	 Joint Pre-Trial Memorandum Filed By: Counter Defendant Haack, Nancy <i>[98] Joint Pre-Trial Memorandum</i>
11/09/2018	 Stipulation and Order Filed by: Counter Claimant Evenden, Sean <i>[99] Stipulation and Order to File Second Amended Counterclaim</i>
11/09/2018	 Counterclaim Filed By: Counter Claimant Evenden, Sean <i>[100] Defendants Second Amended Counterclaim</i>
12/14/2018	 Amended Order Setting Civil Non-Jury Trial <i>[101] Amended Order Setting Civil Non-Jury Trial</i>
12/17/2018	 Decision and Order <i>[102] Decision and Order</i>
12/27/2018	 Recorders Transcript of Hearing <i>[103] Transcript Re: All Pending Motions...Calendar Call November 6, 2018</i>
02/19/2019	 Notice of Rescheduling <i>[104] Notice Resetting Hearing</i>
02/21/2019	 Notice <i>[105] Notice of Scheduling Settlement Conference</i>
04/04/2019	 Notice of Rescheduling of Hearing <i>[106] Notice of Rescheduling Hearing</i>
04/09/2019	 Notice of Hearing <i>[107] Notice of Hearing</i>
04/15/2019	 Notice of Hearing <i>[108] Amended Notice of Hearing</i>
04/18/2019	 Amended Order Setting Civil Non-Jury Trial <i>[109] Amended Order Setting Civil Non-Jury Trial</i>
05/14/2019	 Ex Parte Filed By: Counter Defendant Haack, Nancy

# CASE SUMMARY

CASE NO. A-17-753435-C

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

05/16/2019



Order Granting

Filed By: Counter Defendant Haack, Nancy

*[111] Order Granting Temporary Restraining Order and Setting Hearing on Motion got Preliminary Injunction*

05/17/2019



Notice of Entry of Order

Filed By: Counter Defendant Haack, Nancy

*[112] Notice of Entry of Order*

06/04/2019



Stipulation and Order

Filed by: Counter Claimant Evenden, Sean

*[113] Stipulation and Order*

06/04/2019



Notice of Entry of Stipulation and Order

Filed By: Counter Claimant Evenden, Sean

*[114] Notice of Entry of Stipulation and Order*

06/10/2019



Notice of Rescheduling

*[115] Notice of Rescheduling*

07/08/2019



Order Setting Civil Bench Trial

*[116] Order Re-Setting Firm Civil Bench Trial*

09/03/2019



Motion to Withdraw As Counsel

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

*[117] Shumway Van's Motion to Withdraw As Counsel for Nancy Haack and NRS Realty Group, LLC*

09/04/2019



Opposition

Filed By: Counter Defendant Haack, Nancy

*[118] Opposition to Withdraw From Case as Attorney of Record*

09/04/2019



Clerk's Notice of Hearing

*[119] Clerk's Notice of Hearing*

09/06/2019



Ex Parte Application

Party: Counter Defendant Haack, Nancy

*[120] Ex-Parte Application for an Order Shortening Time re: Shumway Van's Motion to Withdraw as Counsel for Nancy Haack and NRS Realty Group, LLC*

09/06/2019



Order Shortening Time

Filed By: Counter Defendant Haack, Nancy

*[121] Order Shortening Time*

09/09/2019



Receipt of Copy

Filed by: Counter Defendant Haack, Nancy

*[122] Receipt of Copy of Order Shortening Time & Ex-Parte Application for an Order Shortening Time*

09/09/2019



Proof of Service

Filed by: Counter Defendant Haack, Nancy

# CASE SUMMARY

CASE NO. A-17-753435-C

*[123] Proof of Service of Order Shortening Time to Nancy Haack*

09/17/2019



Notice of Attorney Lien

*[124] Notice of Attorney Lien*

09/18/2019



Order Granting

*[125] Order Granting Motion to Withdraw as Counsel of Record for Nancy Haack and NRS Realty Group, LLC*

09/18/2019



Notice of Entry of Stipulation and Order

*[126] Notice of Entry of Order Granting Motion to Withdraw as Counsel of Record for Nancy Haack and NRS Realty Group, LLC*

10/04/2019



Notice of Appearance

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

*[127] Notice of Appearance*

11/15/2019



Trial Brief

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

*[128] Trial Brief*

11/17/2019



Motion to Strike

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

*[129] Motion to Strike Defendants' Trial Brief for Including Deposition Transcript as Direct Evidence*

11/18/2019



Clerk's Notice of Hearing

*[130] Notice of Hearing*

12/04/2019



Opposition to Motion

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

*[131] Opposition to Motion to Strike Defendants' Trial Brief*

12/20/2019



Order

*[132] Order Re-Setting Firm Civil Bench Trial*

01/03/2020



Motion in Limine

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

*[133] Motion in Limine for Admission of Regular Business Records/Accounting Records Supplemented After the Date of Discovery and for the Admission of Other Relevant Evidence Arising After the Close of Discovery*

01/06/2020



Clerk's Notice of Nonconforming Document

*[134] Clerk's Notice of Nonconforming Document*

01/06/2020



Motion for Order to Show Cause

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

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

01/07/2020















Clerk's Notice of Hearing

*[136] Notice of Hearing*

# CASE SUMMARY














CASE NO. A-17-753435-C

01/07/2020	 Order to Show Cause Filed by: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[137] Motion for an Order to Show Cause why Sean Evenden and Roger Ayala Should Not Be Held in Contempt and to Compel Defendants to Make Mandatory Supplemental Disclosures Pursuant to NRCP 26(e)(1)</i>
01/13/2020	 Opposition to Motion Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[138] Defendants Opposition to Motion for an Order to Show Cause Why Sean Evenden and Roger Ayala Should Not be Held in Contempt and to Compel Defendants to Make Mandatory Supplemental Disclosures Pursuant to NRCP 26(e)(1) and Countermotion for Sanctions Against Plaintiff's Counsel, John Holiday</i>
01/13/2020	 Reply to Opposition Filed by: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[139] Reply to Defendant's Opposition to Motion for an Order to Show Cause Why Sean Evenden and Roger Ayala Should Not be Held in Contempt and to Compel Defendants to Make Mandatory Supplemental Disclosures Pursuant to NRCP 26(E)(1) and Opposition to Countermotion for Sanctions Against Plaintiff's Counsel, John Holiday</i>
01/14/2020	 Clerk's Notice of Hearing <i>[140] Notice of Hearing</i>
01/14/2020	 Notice of Change of Hearing <i>[141] Notice of Vacating Hearing</i>
01/16/2020	 Motion Filed By: Counter Defendant Haack, Nancy <i>[142] Motion for Plaintiff to Act as Pro Se Litigant</i>
01/16/2020	 Recorders Transcript of Hearing <i>[143] Recorder s Transcript of Proceedings: Show Cause Hearing, January 14, 2020</i>
01/17/2020	 Opposition to Motion in Limine Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[144] Defendants Opposition to Motion in Limine for Admission of Regular Business Records/Accounting Records Supplemented After the Date of Discovery and for the Admission of Other Relevant Evidence Arising After the Close of Discovery and Countermotion in Limine to Preclude the Same</i>
01/17/2020	 Proof of Service Filed by: Counter Defendant Haack, Nancy Party Served: Counter Claimant Evenden, Sean <i>[145] Proof of Service</i>
01/21/2020	 Document Filed Filed by: Counter Defendant Haack, Nancy <i>[146] Submission of Evidence as Attached</i>
01/27/2020	 Order Denying Motion Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[147] Order Denying Motion to Strike Defendants' Trial Brief</i>
01/27/2020	 Order Denying Motion Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[148] Order Denying Motion for Order to Show Cause Why Sean Evenden and Roger Ayala</i>

# CASE SUMMARY














CASE NO. A-17-753435-C

*Should Not Be Held in Contempt and to Compel Defendants to Make Mandatory Supplemental Disclosures Pursuant to NRCP 26(e)(1)*

01/28/2020	 Notice of Entry of Order Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[149] Notice of Entry of Order</i>
01/28/2020	 Notice of Entry of Order Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[150] Notice of Entry of Order</i>
01/29/2020	 Opposition Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[151] Defendants Opposition to Motion for Plaintiff to Act as Pro Se Litigant, for Trial in the Above Case Starting February 18, 2020</i>
01/30/2020	 Motion Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[152] Ex Parte Motion to Have Motion in Limine Heard at Calendar Call on February 4, 2020</i>
01/31/2020	 Clerk's Notice of Hearing <i>[153] Notice of Hearing</i>
01/31/2020	 Notice of Rescheduling <i>[154] Notice of Rescheduling</i>
01/31/2020	 Notice of Rescheduling <i>[155] Amended Notice of Rescheduling of Hearing</i>
01/31/2020	 Reply to Opposition Filed by: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[156] Reply To Defendants' Opposition To Plaintiffs' Motion In Limine</i>
02/18/2020	 Trial Brief Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[157] Plaintiffs' Trial Brief</i>
02/21/2020	 Brief Filed By: Counter Claimant NRS Realty Group LLC <i>[158] Supplemental Brief on Issue of Admittance of Deposition of Gary Schnitzer in Lieu of Live Testimony</i>
02/21/2020	 Motion Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[159] Trial Motion Pursuant to NRCP 19(B) for Failure to Join a Necessary Party</i>
03/21/2020	 Brief Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[160] Plaintiffs Closing Arguments</i>
03/23/2020	 Trial Brief Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[161] Trial Brief</i>

# CASE SUMMARY


CASE NO. A-17-753435-C

03/25/2020	 Motion to Strike Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[162] Motion To Strike Nancy Haack s Trial/Reply Brief And Request The Court Not Read The Same</i>
03/25/2020	 Clerk's Notice of Hearing <i>[163] Notice of Hearing</i>
03/27/2020	 Order Shortening Time <i>[164] Order Shortening Time</i>
03/31/2020	 Reply in Support Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[165] Reply in Support of Motion to Strike Nancy Haack's Trial/Reply Brief and Request the Court Not Read the Same</i>
06/05/2020	 Motion <i>[166] Motion for A Court Order to A) Remove Liability to Haack for The Taxes Filed for NRS Realty Group, LLC, and B) Remove Further Access to Taxes, Bank Accounts, and Accounting by Defendants</i>
06/05/2020	 Accounting <i>[167] Attachments 1- 7</i>
06/05/2020	 Order Shortening Time <i>[168] Motion for Order Shortening Time</i>
06/17/2020	 Opposition to Motion Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[169] Opposition to Motion for a Court Order to A) Remove Liability to Haack for the Taxes Filed for NRS Realty Group, LLC and B) Remove Further Access to Taxes, Bank Accounts and Accounting by Defendants</i>
06/17/2020	 Decision and Order <i>[170] Decision and Order</i>
06/23/2020	 Substitution of Attorney Filed by: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[171] Substitution of Attorneys</i>
06/24/2020	 Memorandum of Costs and Disbursements Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[172] Plaintiff's Nancy Haack and NRS Realty Group, LLC's Memorandum of Costs and Disbursements</i>
07/08/2020	 Motion for Attorney Fees and Costs Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[173] Plaintiffs Nancy Haack and NRS Realty Group, LLC's Motion for Attorney Fees and Costs</i>
07/09/2020	 Notice of Entry of Decision and Order Filed By: Counter Defendant Haack, Nancy <i>[174] Notice of Entry of Order</i>

















# CASE SUMMARY

CASE NO. A-17-753435-C

07/10/2020	 Notice of Appeal Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[175] Notice of Appeal</i>
07/10/2020	 Case Appeal Statement Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[176] Case Appeal Statement</i>
07/10/2020	 Cost on Appeal Bond Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[177] Cost on Appeal Bond</i>
07/10/2020	 Clerk's Notice of Nonconforming Document <i>[178] Clerk's Notice of Nonconforming Document</i>
07/13/2020	 Clerk's Notice of Nonconforming Document and Curative Action <i>[179] Clerk's Notice of Curative Action</i>
07/14/2020	 Clerk's Notice of Hearing <i>[180] Notice of Hearing</i>
07/14/2020	 Motion to Adjudicate Attorney's Lien <i>[181] Motion to Adjudicate Attorney's Lien</i>
07/14/2020	 Errata <i>[182] Errata to Motion to Adjudicate Attorney's Lien</i>
07/15/2020	 Clerk's Notice of Hearing <i>[183] Notice of Hearing</i>
07/22/2020	 Notice of Non Opposition Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[184] Plaintiff's Nancy Haack and NRS Realty Group, LLC's Notice of Defendant's Non-Opposition to Memorandum of Costs</i>
07/27/2020	 Certificate of Mailing Filed By: Counter Defendant Haack, Nancy <i>[185] Certificate of Mailing Of Clerk's Notice of Hearing</i>
07/28/2020	 Motion to Retax Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[186] Motion to Retax Costs and Opposition to Memorandum of Costs and Disbursements</i>
07/29/2020	 Clerk's Notice of Hearing <i>[187] Notice of Hearing</i>
07/30/2020	 Opposition and Countermotion Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[188] Opposition to Motion for Attorneys Fees and Costs and Countermotion for Attorneys Fees</i>
08/06/2020	 Notice of Rescheduling <i>[189] Notice of Rescheduling</i>
















# CASE SUMMARY

CASE NO. A-17-753435-C

08/10/2020	 Notice of Non Opposition <i>[190] Notice of Non-Opposition to Motion to Adjudicate Attorney's Lien</i>
08/11/2020	 Opposition Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[191] Plaintiffs Nancy Haack and NRS REALTY GROUP, LLC's OPPOSITION TO DEFENDANTS' MOTION TO RETAX</i>
08/13/2020	 Opposition to Motion Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[192] Plaintiff Nancy Haack and NRS Realty Group LLC's Opposition to Defendants' Motion to Retax Costs</i>
08/14/2020	 Reply in Support Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[193] Reply in Support of Motion to Retax Costs</i>
08/14/2020	 Reply in Support Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[194] Reply in Support of Countermotion for Attorneys Fees</i>
08/17/2020	 Decision and Order <i>[195] Decision and Order</i>
08/17/2020	 Notice of Entry of Order Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[196] Notice of Entry of Order</i>
09/04/2020	 Supplemental Brief Filed By: Counter Claimant Evenden, Sean <i>[197] Supplemental Brief in Support of Countermotion for Attorneys Fees</i>
09/04/2020	 Supplemental <i>[198] Plaintiffs Nancy Haack and NRS Realty Group, LLC's Supplement to Motion for Attorney Fees and Costs</i>
09/13/2020	 Miscellaneous Filing Filed by: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[199] Request for Transcript of Proceedings</i>
09/17/2020	 Reply Filed by: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[200] Plaintiffs Nancy Haack and NRS Realty Group's Reply to Defendants' Supplemental Brief in Support of Countermotion for Attorneys Fees</i>
09/17/2020	 Response Filed by: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[201] Defendants Response to Plaintiff's Supplement to Motion for Attorneys Fees and Costs</i>
09/21/2020	 Notice of Rescheduling <i>[202] Notice of Rescheduling</i>
09/21/2020	 Recorders Transcript of Hearing















# CASE SUMMARY

CASE NO. A-17-753435-C

	<i>[203] Transcript of Proceedings: Bench Trial Firm Day 1, February 18, 2020</i>
09/21/2020	 Recorders Transcript of Hearing <i>[204] Transcript of Proceedings: Bench Trial Firm Day 2, February 19, 2020</i>
09/21/2020	 Recorders Transcript of Hearing <i>[205] Transcript of Proceedings: Bench Trial Firm Day 3, February 20, 2020</i>
09/21/2020	 Recorders Transcript of Hearing <i>[206] Transcript of Proceedings: Bench Trial Firm Day 4, February 21, 2020</i>
10/29/2020	 Notice of Change of Hearing <i>[207] Notice of Change of Hearing</i>
12/07/2020	 Notice of Change of Hearing <i>[208] Notice of Change of Hearing</i>
01/04/2021	Case Reassigned to Department 24 <i>Judicial Reassignment to Judge Erika D. Ballou</i>
01/28/2021	 Peremptory Challenge Filed by: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[209] Peremptory Challenge of Judge</i>
02/01/2021	 Notice of Department Reassignment <i>[210] Notice of Department Reassignment</i>
03/01/2021	 Substitution of Attorney Filed by: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[211] SUBSTITUTION OF ATTORNEY</i>
03/09/2021	 Ex Parte Motion Filed By: Counter Defendant Haack, Nancy <i>[212] Ex Parte Motion for Order Allowing Examination of Judgment Debtor</i>
03/09/2021	 Motion for Order to Show Cause Filed By: Counter Defendant Haack, Nancy <i>[213] Motion for Order to Show cause</i>
03/09/2021	 Supplement Filed by: Counter Defendant Haack, Nancy <i>[214] Documents in Support of Motion for Order to Show Cause</i>
03/10/2021	 Clerk's Notice of Nonconforming Document <i>[215] Notice of Nonconforming Document</i>
04/27/2021	 Motion for Substitution <i>[216] Notice of Substitution of Counsel</i>
05/12/2021	 NV Supreme Court Clerks Certificate/Judgment - Dismissed <i>[217] Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Dismissed</i>
05/21/2021	 Status Report















# CASE SUMMARY

CASE NO. A-17-753435-C

	<p>Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC  <i>[218] Plaintiffs Nancy Haack and NRS Realty Group, LLC's Status Report</i></p>
05/21/2021	<p> Brief            Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger  <i>[219] Brief on Post-Trial Procedures</i></p>
06/07/2021	<p> Notice of Hearing  <i>[220] Notice of Hearing</i></p>
06/11/2021	<p> Notice of Rescheduling of Hearing  <i>[221] Notice of Rescheduling Status Hearing</i></p>
06/14/2021	<p> Notice of Hearing  <i>[222] Notice of Telephonic Status Check Hearing</i></p>
07/28/2021	<p> Order  <i>[223] Order Setting Briefing Schedule</i></p>
08/27/2021	<p> Brief            Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger  <i>[224] Opening Brief of Defendants Roger Ayala and Sean Evenden</i></p>
08/27/2021	<p> Brief            Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC  <i>[225] Plaintiffs Nancy Haack and NRS Realty Group, LLC's Post-Trial Brief Regarding Damages</i></p>
09/10/2021	<p> Brief            Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger  <i>[226] Opposition Brief of Defendants Roger Ayala and Sean Evenden</i></p>
09/10/2021	<p> Opposition            Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC  <i>[227] Plaintiffs' Opposition Brief</i></p>
09/20/2021	<p> Reply            Filed by: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC  <i>[228] Plaintiff's Reply Brief</i></p>
09/20/2021	<p> Brief            Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger  <i>[229] Reply Brief of Roger Ayala and Sean Evenden</i></p>
10/19/2021	<p> Supplemental Brief            Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC  <i>[230] Supplemental Brief</i></p>
10/25/2021	<p> Recorders Transcript of Hearing  <i>[231] Recorder's Transcript of Hearing: Issue of Damages Claim From Trial Record, October 5, 2021</i></p>
11/02/2021	<p> Brief            Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger</p>

# CASE SUMMARY

CASE NO. A-17-753435-C

	<i>[232] Supplemental Brief</i>
01/23/2022	 Motion for Clarification Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[233] Motion for Clarification</i>
01/24/2022	 Clerk's Notice of Nonconforming Document <i>[234] Clerk's Notice of Nonconforming Document</i>
01/24/2022	 Motion for Clarification Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[235] Motion for Clarification</i>
01/24/2022	 Clerk's Notice of Hearing <i>[236] Notice of Hearing</i>
01/31/2022	 Decision and Order <i>[237] Decision and Order</i>
02/04/2022	 Opposition Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[238] Opposition to Defendants' Motion for Clarification</i>
02/11/2022	 Notice of Entry of Decision and Order Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[239] Notice of Entry of Order</i>
02/11/2022	 Memorandum of Costs and Disbursements Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[240] Plaintiffs' Memorandum of Costs and Disbursements</i>
02/11/2022	 Motion for Attorney Fees and Costs Filed By: Counter Defendant Haack, Nancy <i>[241] Plaintiff's Motion for Attorney Fees and Costs</i>
02/11/2022	 Clerk's Notice of Hearing <i>[242] Notice of Hearing</i>
02/23/2022	 Motion to Amend Judgment Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[243] Motion to Alter or Amend Judgment or, in the Alternative, for a New Trial</i>
02/24/2022	 Clerk's Notice of Hearing <i>[244] Notice of Hearing</i>
02/25/2022	 Opposition and Countermotion Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger <i>[245] Opposition to Motion for Attorney Fees and Costs and Countermotion for Attorneys' Fees</i>
03/09/2022	 Opposition to Motion Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC <i>[246] Opposition to Defendants' Motion to Alter or Amend Judgment or, in the Alternative, for</i>

# CASE SUMMARY

CASE NO. A-17-753435-C

*New Trial*

03/11/2022



Opposition to Motion

Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC  
[247] *Opposition to Defendants' Countermotion for Attorneys' Fees*

04/12/2022



Reply in Support

Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC  
[248] *Reply in Support of Plaintiffs' Motion for Attorney Fees and Costs*

04/20/2022



Motion to Stay

Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger  
[249] *Emergency Motion to Stay Judgment Pending Disposition of Motion to Alter or Amend Judgment or, in the Alternative, for a New Trial*

04/21/2022



Clerk's Notice of Hearing

[250] *Notice of Hearing*

04/27/2022



Recorders Transcript of Hearing

[251] *Recorder's Transcript of Hearing: All Pending Motions, April 19, 2022*

05/04/2022



Opposition to Motion

Filed By: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC  
[252] *Opposition to Defendants' Emergency Motion to Stay Judgment Pending Disposition of Motion to Alter or Amend Judgment or, in the Alternative, for a New Trial*

07/06/2022



Decision and Order

[253] *Decision and Order*

07/14/2022



Substitution of Attorney

Filed by: Counter Defendant Haack, Nancy; Counter Claimant NRS Realty Group LLC  
[254] *Substitution of Counsel*

07/15/2022



Court Recorders Invoice for Transcript

[255]

07/20/2022



Recorders Transcript of Hearing

[256] *Recorder's Transcript of Hearing: Defendants' Emergency Motion to Stay Judgment Pending Disposition of Motion to Alter or amend Judgment, Or in the Alternative, For a New Trial, June 7, 2022*

08/08/2022



Notice of Entry of Decision and Order

Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger  
[257] *Notice of Entry of Decision and Order*

08/29/2022



Notice of Appeal

Filed By: Counter Defendant Haack, Nancy  
[258] *Plaintiffs' Notice of Appeal*

08/29/2022



Motion

[259] *Motion for Plaintiff to Represent Herself as Pro Se appellant to the Nevada Supreme court in Clark County*

08/29/2022



Order Setting Civil Non-Jury Trial

# CASE SUMMARY

CASE NO. A-17-753435-C

Filed By: Counter Claimant Evenden, Sean; Counter Claimant Ayala, Roger  
[260] Order Setting Civil Bench Trial

08/29/2022



Case Appeal Statement

Filed By: Counter Defendant Haack, Nancy  
[261] Case Appeal Statement

08/29/2022



Motion to Withdraw As Counsel

Filed By: Counter Defendant Haack, Nancy  
[262] FINAL Joint Motion to Withdraw as Counsel

08/30/2022



Case Appeal Statement

Case Appeal Statement

## DISPOSITIONS

06/17/2020

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

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

Creditors: Nancy Haack (Plaintiff)

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

Comment: Certain Claims

05/12/2021

**Clerk's Certificate** (Judicial Officer: Williams, Timothy C.)

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

Creditors: Nancy Haack (Plaintiff), NRS Realty Group LLC (Plaintiff)

Judgment: 05/12/2021, Docketed: 05/13/2021

Comment: Supreme Court No. 81473 Appeal Dismissed

01/31/2022

**Judgment Plus Legal Interest** (Judicial Officer: Williams, Timothy C.)

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

Creditors: Nancy Haack (Plaintiff), NRS Realty Group LLC (Plaintiff)

Judgment: 01/31/2022, Docketed: 02/01/2022

Total Judgment: 407,729.11

## HEARINGS

06/20/2017



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

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

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

Journal Entry Details:

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

01/23/2018



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

*Plaintiff's Motion for Appointment of a Receiver*

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

Journal Entry Details:

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

# CASE SUMMARY

CASE NO. A-17-753435-C

05/15/2018



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

*Plaintiffs' Motion to Extend Time to Complete Discovery*

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

Journal Entry Details:

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

08/28/2018

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

*Vacated*

09/04/2018

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

*Vacated*

09/25/2018



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

**09/25/2018, 11/06/2018, 12/11/2018, 01/31/2019**

*Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim*

Matter Continued; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim

Continued for Chambers Decision;

Continued for Chambers Decision; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim

Vacate - Moot; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim

Journal Entry Details:

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

Matter Continued; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim

Continued for Chambers Decision;

Continued for Chambers Decision; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim

Vacate - Moot; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim

Matter Continued; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim

Continued for Chambers Decision;

Continued for Chambers Decision; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim

Vacate - Moot; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim

Matter Continued; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim

Continued for Chambers Decision;

Continued for Chambers Decision; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim

Vacate - Moot; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim

Journal Entry Details:


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



# CASE SUMMARY

CASE NO. A-17-753435-C

*if there is good cause and ORDERED, matter CONTINUED. 11-06-18 9:30 AM  
PLAINTIFF/COUNTER DEFENDANT'S MOTION TO STRIKE CLAIMS IN DEFENDANTS'  
FIRST AMENDED COUNTERCLAIM;*

11/06/2018	<b>Calendar Call (9:30 AM)</b> (Judicial Officer: Miley, Stefany) Matter Heard;
11/06/2018	<b>Motion for Partial Summary Judgment (9:30 AM)</b> (Judicial Officer: Miley, Stefany) <b>11/06/2018, 12/11/2018</b> <i>Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims</i> Continued for Chambers Decision; See Written Decision Dated 12/17/18 Motion Denied; Continued for Chambers Decision; See Written Decision Dated 12/17/18 Motion Denied;
11/06/2018	<b>Motion for Partial Summary Judgment (9:30 AM)</b> (Judicial Officer: Miley, Stefany) <b>11/06/2018, 12/11/2018</b> <i>Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims</i> Continued for Chambers Decision; See Written Decision Dated 12/17/18 Motion Denied; Continued for Chambers Decision; See Written Decision Dated 12/17/18 Motion Denied;
11/06/2018	<b>Opposition and Countermotion (9:30 AM)</b> (Judicial Officer: Miley, Stefany) <b>11/06/2018, 12/11/2018</b> <i>Defendants' (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims and (3) Defendants' Countermotion for Summary Judgment in its Favor on All Claims</i> Continued for Chambers Decision; See Written Decision Dated 12/17/18 Denied; Continued for Chambers Decision; See Written Decision Dated 12/17/18 Denied;
11/06/2018	 <b>All Pending Motions (9:30 AM)</b> (Judicial Officer: Miley, Stefany) <i>Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims; Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims; Defendants' (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims and (3) Defendants' Countermotion for Summary Judgment in its Favor on All Claims; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim; Calendar Call</i> Continued for Chambers Decision; Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims; Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims; Defendants' (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims and (3) Defendants' Countermotion for Summary Judgment in its Favor on All Claims; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim; Calendar Call Journal Entry Details:  <i>As to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs Claims: Argument by Mr. Shelton regarding operating agreement and indemnification. Counsel further argued regarding entitlement to attorney fees, stated funds needed to returned and believed there to be a breach of operating agreement. Court believed there to be genuine issue of material fact as Defendant stated she agreed to this in her deposition. Additional argument by Mr. Shelton. Court stated the more counsel argued the more it believed there to be genuine issue of material fact. As to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims: Argument by Mr. Shelton stating they did not believe Defendants could show original lease that</i>

# CASE SUMMARY

CASE NO. A-17-753435-C

	<p><i>the Plaintiff was guarantor. Court noted tortuous inference being in Counter Claim. Further argument by Mr. Shelton. Mr. Sheehan provided another set of exhibits with attachments reflecting Plaintiff not being forced out, pointed out Plaintiff was given \$65,000.00 for doing nothing and noted Plaintiff stated she did not want to be with the company. Mr. Sheehan noted Plaintiff suffered no damages as she quit the company which is the reason she is not on the bank account. Additional argument by Mr. Shelton. Court advised it wanted to review Plaintiff's entire deposition. Mr. Shelton continued to argue regarding damages. Court advised it will review deposition and believed no further testimony was needed. Mr. Shelton advised the time frames were not clear in the deposition. COURT ORDERED, motions CONTINUED to Chamber Calendar and written decision will issue. At the request of parties, Court will address the Calendar Call and Trial setting in said decision. 12-11-18 3:00 AM (CHAMBERS) Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims; Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims; Defendants' (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims and (3) Defendants' Countermotion for Summary Judgment in its Favor on All Claims; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim;</i></p>
11/06/2018	<p><b>CANCELED All Pending Motions</b> (9:30 AM) (Judicial Officer: Miley, Stefany)  <i>Vacated - Duplicate Entry</i>  <i>Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims;</i></p>
11/13/2018	<p><b>CANCELED Bench Trial</b> (1:00 PM) (Judicial Officer: Miley, Stefany)  <i>Vacated</i></p>
12/11/2018	<p> <b>All Pending Motions</b> (3:00 AM) (Judicial Officer: Miley, Stefany)  <i>Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims; Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims; Defendants' (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims and (3) Defendants' Countermotion for Summary Judgment in its Favor on All Claims; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim</i>  Decision Made; Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims; Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims; Defendants' (1) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaim, (2) Opposition to Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims and (3) Defendants' Countermotion for Summary Judgment in its Favor on All Claims; Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim  Journal Entry Details:  <i>Pursuant to Decision and Order filed December 17, 2018, COURT ORDERED, Plaintiffs' Motion for Partial Summary Judgment as to Defendants' Counterclaims is DENIED; Plaintiffs' Motion for Partial Summary Judgment as to Plaintiffs' Claims is DENIED; Defendants' Countermotion for Summary Judgment in its Favor on All Claims is DENIED; and Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim is CONTINUED to January 31, 2019 Chamber Calendar. FURTHER, Calendar Call and Trial date are RESET. 04-09-19 11:00 AM CALENDAR CALL 04-15-19 1:00 PM TRIAL BY JURY CLERK'S NOTE: Court Clerk spoke with Law Clerk regarding the ruling as to Plaintiffs' Motion to Strike Claims in Defendants' First Amended Counterclaim and noted matter had not been addressed in the Decision and Order. Matter was then placed on the Court's chamber calendar for decision. 01/02/19 kls;</i></p>
02/26/2019	<p><b>CANCELED Settlement Conference</b> (9:00 AM)  <i>Vacated</i></p>
03/19/2019	<p><b>CANCELED Motion to Strike</b> (9:30 AM) (Judicial Officer: Miley, Stefany)  <i>Vacated</i></p>
03/19/2019	<p><b>CANCELED Motion to Strike</b> (9:30 AM) (Judicial Officer: Miley, Stefany)  <i>Vacated</i></p>
04/08/2019	<p> <b>Calendar Call</b> (10:30 AM) (Judicial Officer: Bonaventure, Joseph T.)  Trial Date Set;  Journal Entry Details:</p>

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

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

*Parties announced ready for trial and noted trial length of 3-4 days. COURT ORDERED, trial date VACATED and RESCHEDULED within current stack. 05-13-19 1:00 PM BENCH TRIAL;*

04/16/2019



**Status Check** (9:30 AM) (Judicial Officer: Bixler, James)

*Status Check Re: Trial Readiness*

*Trial Date Set; Status Check Re: Trial Readiness*

*Journal Entry Details:*

*Mr. Van advised they were not ready for trial, noted Mr. Shelton did not have his schedule when trial was previously scheduled and stated he would be at the Federal Bar Conference. Opposition by Mr. Sheehan, stated they are ready to proceed and pointed out Plaintiff's counsel chose this trial date. Argument by Mr. Van. Colloquy regarding trial schedules. COURT ORDERED, trial date VACATED and RESET. Parties advised trial length of three days. 06-18-19 11:00 AM CALENDAR CALL 07-17-19 1:00 PM BENCH TRIAL;*

05/13/2019

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

*Vacated*

05/28/2019

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

*Vacated - per Stipulation and Order*

06/11/2019



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

*Matter Heard;*

*Journal Entry Details:*

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

07/02/2019



**Status Check** (9:30 AM) (Judicial Officer: Miley, Stefany)

*Status Check: Resetting of Bench Trial*

*Trial Date Set; Status Check: Resetting of Bench Trial*

*Journal Entry Details:*

*Court noted Senior Judge Bixler set this case for trial without knowing this Court's schedule and the case currently set for trial is older. Argument by Mr. Sheehan. Argument by Mr. Van. Court pointed out it could not do two trials at the same time and ORDERED, matter SET for trial. At the request of the parties, trial will be a FIRM setting. Trial length of 5 days. 11-05-19 11:00 AM CALENDAR CALL 11-18-19 1:00 PM BENCH TRIAL - FIRM;*

09/10/2019



**Motion to Withdraw as Counsel** (9:00 AM) (Judicial Officer: Miley, Stefany)

*Shumway Van's Motion to Withdraw as Counsel for Nancy Haack and NRS Realty Group, LLC*

*Motion Granted; Shumway Van's Motion to Withdraw as Counsel for Nancy Haack and NRS Realty Group, LLC*

*Journal Entry Details:*

*Upon Court's inquiry, Pltf. Haack advised she has not made arrangements for new counsel. Court noted the corporation has to be represented by counsel. Ms. Haack stated she has offered all of them my sales, they want me to settle, do not want to settle and wants to go to trial. Court advised Pltf. Haack NRS Realty Group, LLC, needs counsel. Additional statement by Pltf. Haack. MATTER TRAILED. MATTER RECALLED: Mr. Shelton, present. Mr. Sheehan advised he has no opposition to motion. Mr. Shelton indicated counsel is seeking to withdraw. COURT ORDERED, motion GRANTED. Statement by Pltf. Haack. Mr. Sheehan stated he does not want trial continued. FURTHER ORDERED, matter SET for status check. 10/8/19 9:30 AM STATUS CHECK: COUNSEL FOR NRS REALTY GROUP, LLC;*

10/08/2019



**Status Check** (9:30 AM) (Judicial Officer: Miley, Stefany)

*Status Check: Counsel for NRS Realty Group, LLC*

*Matter Heard; Status Check: Counsel for NRS Realty Group, LLC*

*Journal Entry Details:*

*Mr. John Holiday present on behalf of Plaintiffs. COURT ORDERED, trial date STANDS.;*

11/05/2019



**Calendar Call** (11:00 AM) (Judicial Officer: Bonaventure, Joseph T.)

*Matter Heard;*

# CASE SUMMARY

CASE NO. A-17-753435-C

**Journal Entry Details:**

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

11/18/2019



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

Off Calendar;

**Journal Entry Details:**

*Due to Court emergency, COURT ORDERED, trial OFF CALENDAR and is to be RESET. 11-25-19 9:30 AM STATUS CHECK: RESET TRIAL DATE;*

11/25/2019



**Status Check** (10:30 AM) (Judicial Officer: Bonaventure, Joseph T.)

*Status Check Re: Reset Trial Date*

Trial Date Set; Status Check Re: Reset Trial Date

**Journal Entry Details:**

*Argument by Mr. Holiday. Statement by Plaintiff. Court directed Plaintiff to file motion, stated it understands the predicament, however, the Court has other cases to hear and ORDERED, matter SET for trial. 02-04-20 11:00 AM CALENDAR CALL 02-18-20 1:00 PM BENCH TRIAL - FIRM;*

12/23/2019



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

*Plaintiff Motion to Strike Defendants' Trial Brief*

Denied;

**Journal Entry Details:**

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

01/14/2020

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

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

Denied;

01/14/2020

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

Matter Heard;

01/14/2020



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

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



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

**Journal Entry Details:**

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





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02/04/2020	<p><b>CANCELED All Pending Motions</b> (9:30 AM) (Judicial Officer: Miley, Stefany)  <i>Vacated - Set in Error</i>  <i>Calendar Call; Status Check Re: Plaintiff's Counsel; Ex Parte Motion to Have Motion in Limine Heard at Calendar Call on February 4, 2020</i></p>
02/04/2020	<p><b>Calendar Call</b> (11:00 AM) (Judicial Officer: Miley, Stefany)  Matter Heard;</p>
02/04/2020	<p><b>Status Check</b> (11:00 AM) (Judicial Officer: Miley, Stefany)  <i>STATUS CHECK RE: PLAINTIFF's COUNSEL</i>  Matter Heard;</p>
02/04/2020	<p><b>Motion</b> (11:00 AM) (Judicial Officer: Miley, Stefany)  <i>Ex Parte Motion to Have Motion in Limine Heard at Calendar Call on February 4, 2020</i>  Granted;</p>
02/04/2020	<p> <b>All Pending Motions</b> (11:00 AM) (Judicial Officer: Miley, Stefany)  <i>Calendar Call; Status Check Re: Plaintiff's Counsel; Ex Parte Motion to Have Motion in Limine Heard at Calendar Call on February 4, 2020</i>  Decision Made; Calendar Call; Status Check Re: Plaintiff's Counsel; Ex Parte Motion to Have Motion in Limine Heard at Calendar Call on February 4, 2020  Journal Entry Details:  <i>Court inquired of last supplemental prior to close of discovery. Argument by Mr. Sheehan. Argument by Mr. Holiday noting he would not be going into settlement negotiations. COURT ORDERED, Motion in Limine GRANTED. Mr. Sheehan noted Ms. Haack is wanting to represent herself and stated Mr. Holiday is not to intercede on her behalf nor argue on her behalf. Court so agreed. COURT ORDERED, trial date STANDS. Court Clerk advised exhibits are to be submitted no later than February 13, 2020. Exhibit Guidelines provided in open court.;</i></p>
02/18/2020	<p> <b>Bench Trial - FIRM</b> (1:00 PM) (Judicial Officer: Miley, Stefany)  <b>02/18/2020-02/21/2020</b>  Trial Continues;  Trial Continues;  Trial Continues;  Continued for Chambers Decision;  Journal Entry Details:  <i>Testimony and exhibits presented. (See worksheets) Mr. Sheehan placed call to Mr. Schnitzer's assistant, stating Mr. Schnitzer was in Argentina and would not return to the office until March 3, 2020 on the record. Argument by Mr. Holiday regarding diligence. Court noted Rule 32, stated there was confirmation that Mr. Schnitzer would be out of the country and stated parties may use deposition. Arguments by counsel. Testimony and exhibits presented. (See worksheets) Back on the Record. Testimony and exhibits presented. (See worksheets) Arguments by counsel. Testimony and exhibits presented. (See worksheets) Parties to submit Trial Briefs by March 20, 2020. Court advised a written decision will be issued. 05-21-20 3:00 A.M. (CHAMBERS) DECISION RE: BENCH TRIAL;</i>  Trial Continues;  Trial Continues;  Trial Continues;  Continued for Chambers Decision;  Journal Entry Details:  <i>Testimony and exhibits presented. (See worksheets). Following testimony, Mr. Holiday stated he would like to file a motion for failure to join necessary parties, as well as briefing the issue with regards to Mr. Schnitzer. Mr. Sheehan stated it was way too late to file a motion. Colloquy regarding testimony. COURT ORDERED, matter CONTINUED. CONTINUED TO 2/21/20 9:30 AM;</i>  Trial Continues;  Trial Continues;  Trial Continues;  Continued for Chambers Decision;  Journal Entry Details:  <i>Mr. Sheehan advised they had reached a stipulation and advised all exhibits excluding</i></p>




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	<p><i>Defendants' exhibits Z and CCCC, would be admitted. COURT SO NOTED. Testimony and exhibits presented. (See worksheets) Colloquy regarding remaining witnesses and depositions. COURT ORDERED, trial CONTINUED. 02-20-20 9:30 AM BENCH TRIAL;</i></p> <p>Trial Continues; Trial Continues; Trial Continues; Continued for Chambers Decision; Journal Entry Details: <i>Mr. Sheehan stated he had not seen Ms. Haack's exhibits prior to trial and pointed out exhibits had missing bate stamps. Colloquy regarding exhibits. Opening Statement by Mr. Holiday. Opening Statement by Mr. Sheehan. Testimony and exhibits presented. (See worksheets) Court took judicial notice of hearing. BACK ON THE RECORD. Testimony and exhibits presented. (See worksheets) COURT ORDERED, trial CONTINUED. 02-19-20 1:00 PM BENCH TRIAL;</i></p>
03/03/2020	<p><b>CANCELED Motion for Sanctions</b> (9:30 AM) (Judicial Officer: Miley, Stefany) <i>Vacated - Set in Error</i> <i>Defendant's CounterMotion for Sanctions Against Plaintiff's Counsel John Holiday</i></p>
04/07/2020	<p> <b>Motion</b> (9:30 AM) (Judicial Officer: Miley, Stefany) <i>Nancy Haack's Motion to Deny Defendant's Motion To Strike Nancy Haack's Trial/Reply Brief And Request The Court Not Read The Same</i> Denied; Nancy Haack's Motion to Deny Defendant's Motion To Strike Nancy Haack's Trial/Reply Brief And Request The Court Not Read The Same Journal Entry Details: <i>Court stated it had reviewed all of the documents and state its decision will be based upon the evidence admitted during bench trial. Mr. Sheehan stated the Court should not consider the motions and will let the Court make its decision. COURT ORDERED, motion DENIED. After Court Proceedings: COURT ORDERED, Defendant's Motion to Strike is VACATED.;</i></p>
05/05/2020	<p><b>CANCELED Motion to Strike</b> (8:30 AM) (Judicial Officer: Miley, Stefany) <i>Vacated - Duplicate Entry</i> <i>Defendant's Motion To Strike Nancy Haack s Trial/Reply Brief And Request The Court Not Read The Same</i></p>
05/21/2020	<p> <b>Decision</b> (3:00 AM) (Judicial Officer: Miley, Stefany) <i>Decision - Bench Trial</i> Decision Made; Decision - Bench Trial Journal Entry Details: <i>Pursuant to Decision and Order filed June 17, 2020, Court FINDS in favor of the Plaintiff and against the Defendants on claims of )1) Breach of the Implied Covenant of Good Faith and Fair Dealing and (2) Breach of Fiduciary Duty Against Defendants.;</i></p>
06/17/2020	<p> <b>Motion</b> (12:00 PM) (Judicial Officer: Miley, Stefany) <i>Motion for Order Shortening Time</i> Denied; Motion for Order Shortening Time Journal Entry Details: <i>Court advised it had final draft of decision ready for signature and believed it would be filed later today. Court stated it had reviewed pleadings and advised it could not grant relief Plaintiff is seeking and ORDERED, motion DENIED.;</i></p>
09/22/2020	<p><b>CANCELED Motion</b> (9:30 AM) (Judicial Officer: Miley, Stefany) <i>Vacated</i> <i>Motion to Adjudicate Attorney's Lien</i></p>
02/23/2021	<p> <b>Minute Order</b> (8:00 AM) (Judicial Officer: Williams, Timothy C.) <i>Minute Order re: Hearing on 3/2/21 at 9:05 a.m.</i> Minute Order - No Hearing Held; Journal Entry Details: <i>Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Orders 20-10 and 20-24, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic</i></p>

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	<p>conferences through BlueJeans conferencing, wherein you dial in prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 552 243 859 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;</p>
03/02/2021	<p><b>Motion for Attorney Fees and Costs</b> (9:05 AM) (Judicial Officer: Williams, Timothy C.)  <i>Plaintiffs Nancy Haack and NRS Realty Group, LLC's Motion for Attorney Fees and Costs</i></p> <p>Vacate; Held in Abeyance</p>
03/02/2021	<p><b>Motion to Retax</b> (9:05 AM) (Judicial Officer: Williams, Timothy C.)  <i>Plaintiff's Motion to Retax Costs and Opposition to Memorandum of Costs and Disbursements</i></p> <p>Vacate; Held in Abeyance</p>
03/02/2021	<p><b>Opposition and Countermotion</b> (9:05 AM) (Judicial Officer: Williams, Timothy C.)  <i>Opposition to Motion for Attorneys Fees and Costs and Countermotion for Attorneys Fees</i></p> <p>Vacate; Held in Abeyance</p>
03/02/2021	<p> <b>All Pending Motions</b> (9:05 AM) (Judicial Officer: Williams, Timothy C.)  Matter Heard;  Journal Entry Details:  <i>APPEARANCES CONTINUED: Evan Thalgott, Esq. present for Pltf. Maurice VerStandig, Esq. present for Deft. PLAINTIFFS NANCY HAACK AND NRS REALTY GROUP, LLC'S MOTION FOR ATTORNEY FEES AND COSTS...PLAINTIFF'S MOTION TO RETAX COSTS AND OPPOSITION TO MEMORANDUM OF COSTS AND DISBURSEMENTS...OPPOSITION TO MOTION FOR ATTORNEYS FEES AND COSTS AND COUNTERMOTION FOR ATTORNEYS FEES Hearing held telephonically. Discussion and arguments by counsel regarding whether instant matters are premature in light of pending mandate from Supreme Court of Nevada. Court noted stipulation reached by the parties with regard to a waiver of the time requirement. COURT ORDERED, status check SET in 60 days regarding, 1) decision by the Supreme Court, and 2) whether it is appropriate to proceed with today's matters. Court stated it will provide notice if Supreme Court order is issued sooner. 4/29/21 9:00 AM STATUS CHECK: DECISION BY SUPREME COURT/WHETHER IT IS APPROPRIATE TO RESET PENDING FEES AND COSTS MATTERS (FROM 3/2/21 HEARING) ;</i></p>
04/19/2021	<p> <b>Minute Order</b> (8:00 AM) (Judicial Officer: Williams, Timothy C.)  <i>Minute Order re: Hearing on 4/29/21 at 9:00 a.m.</i>  Minute Order - No Hearing Held;  Journal Entry Details:  <i>Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Orders 21-03, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is: Dial the following number: 1-408-419-1715 Meeting ID: 552 243 859 Online: <a href="https://bluejeans.com/552243859">https://bluejeans.com/552243859</a> To connect by phone, dial the telephone number, then the meeting ID, followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;</i></p>
04/29/2021	<p> <b>Status Check</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.)</p>

# CASE SUMMARY

CASE NO. A-17-753435-C

04/29/2021, 05/25/2021, 06/01/2021

*Status Check: Decision by Supreme Court/Whether it is Appropriate to Reset Pending Fees and Costs Matters (from 3/2/21 Hearing)*

Matter Continued;

Matter Continued;

Hearing Set; See 6/1/21 Minute Order

Journal Entry Details:

*APPEARANCES: Karl Shelton, Esq. present for Pltf. Maurice VerStandig, Esq. present for Deft. Hearing held by BlueJeans remote conferencing. Argument by Mr. Shelton in support of independent Special Master to perform equity accounting and adhere closely to Judge Miley's original order. Argument by Mr. VerStandig in support of mechanism to address damages including briefing, or in the alternative, new trial. Court stated it will further review the record and issue minute order decision today or tomorrow.;*

Matter Continued;

Matter Continued;

Hearing Set; See 6/1/21 Minute Order

Journal Entry Details:

*APPEARANCES: Karl Shelton, Esq. present for Pltf. Maurice VerStandig, Esq. present for Defts. Evan Thalgott, Esq. present for Shumway party. Hearing held by BlueJeans remote conferencing. Mr. Shelton reviewed matter history. Court stated it was not notified briefs had been transmitted. Colloquy regarding availability for short continuance of matter. There being agreement, COURT ORDERED, matter CONTINUED to 6/1/21 at 9:05 a.m. Court Clerk advised BlueJeans connection information for next hearing will be the same as used today.*

*CONTINUED TO: 6/1/21 9:05 AM STATUS CHECK: DECISION BY SUPREME COURT/WHETHER IT IS APPROPRIATE TO RESET PENDING FEES AND COSTS MATTERS (FROM 3/2/21 HEARING);*

Matter Continued;

Matter Continued;

Hearing Set; See 6/1/21 Minute Order

Journal Entry Details:

*APPEARANCE CONTINUED: Maurice VerStandig, Esq. present for Deft. Hearing held by BlueJeans remote conferencing. Colloquy regarding short briefing on how to proceed. There being agreement, COURT ORDERED, parties to submit 5-page memorandums regarding where case is at procedurally including 1 page addressing trial protocol. COURT FURTHER ORDERED, status check matter CONTINUED to 5/25/21. CONTINUED TO: 5/25/21 9:00 AM STATUS CHECK: DECISION BY SUPREME COURT/WHETHER IT IS APPROPRIATE TO RESET PENDING FEES AND COSTS MATTERS (FROM 3/2/21 HEARING);*

05/17/2021



**Minute Order (8:00 AM)** (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 5/25/21 at 9:00 a.m.*

Minute Order - No Hearing Held;

Journal Entry Details:

*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Orders 21-03, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is: Dial the following number: 1-408-419-1715 Meeting ID: 552 243 859 Online: <https://bluejeans.com/552243859> To connect by phone, dial the telephone number, then the meeting ID, followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

06/01/2021



**Minute Order (8:00 AM)** (Judicial Officer: Williams, Timothy C.)

*Minute Order re: 6/1/21 Status Check*

Minute Order - No Hearing Held;

Journal Entry Details:

*In light of the unique procedural posture of this case where there has been a bench trial which resulted in the conclusion of the Plaintiff's case in chief and the Defense's case in chief, the Court feels that any decision made will be limited to the record as developed during the trial of*



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*the instant action. Consequently, this Court will consider what damages, if any, can be discerned from the trial record in this case with all parties having opportunity to brief, focusing on the damages claim, if any, developed during the trial. As a result, the Court shall set a status check in 30 days in order to determine the appropriate briefing schedule and hearing date. Counsel on behalf of Defendant Sean Evenden shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order, but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature. CLERK'S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System;*

06/22/2021



**Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 6/24/21 at 9:00 a.m.*

Minute Order - No Hearing Held;

Journal Entry Details:

*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is: Dial the following number: 1-408-419-1715 Meeting ID: 552 243 859 Online: <https://bluejeans.com/552243859> To connect by phone, dial the telephone number, then the meeting ID, followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

06/22/2021



**Status Check** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

**06/22/2021, 06/24/2021**

*Status Check as to language in 6-1-21 Minute Order and whether findings of fact are appropriate*

Matter Continued;

Matter Heard;

Journal Entry Details:

*Hearing held by BlueJeans remote conferencing. Court stated direction for findings language customarily used does not apply to decision at issue. Court noted next hearing in this case is 7/13/21.;*

Matter Continued;

Matter Heard;

Journal Entry Details:

*Hearing held by BlueJeans remote conferencing. Court noted counsel for Deft. not present. Colloquy regarding resetting matter and notifying parties including contact information for Defense. COURT ORDERED, matter CONTINUED to 6/24/21. CONTINUED TO: 6/24/21 9:00 AM STATUS CHECK AS TO LANGUAGE IN 6-1-21 MINUTE ORDER AND WHETHER FINDINGS OF FACT ARE APPROPRIATE;*

07/06/2021



**Minute Order** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 7/13/21 at 9:00 a.m.*

Minute Order - No Hearing Held;

Journal Entry Details:

*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is: Dial the following number: 1-408-419-1715 Meeting ID: 305 354 001 Online: <https://bluejeans.com/305354001> To connect by phone, dial the telephone number, then the meeting ID, followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called.*

# CASE SUMMARY

CASE NO. A-17-753435-C

*Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

07/12/2021



**Minute Order** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

*Amended Minute Order re: Hearing on 7/13/21 at 9:00 a.m.*

Minute Order - No Hearing Held;

Journal Entry Details:

*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is: Dial the following number: 1-408-419-1715 Meeting ID: 305 354 001 Participant Passcode: 2258 Online: <https://bluejeans.com/305354001/2258> To connect by phone, dial the telephone number, then the meeting ID, followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Amended Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

07/13/2021



**Status Check** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*Status Check: Determine Appropriate Briefing Schedule and Hearing Date (from 6/1/21 Minute Order)*

Per 6-11-21 conf. call w/counsel

Hearing Set;

Journal Entry Details:

*Hearing held by BlueJeans remote conferencing. Colloquy regarding setting briefing and hearing in light of transcript and exhibits. COURT ORDERED, briefing and hearing as follows: Opening Brief DUE 8/27/21; Opposition Brief DUE 9/10/21; Reply Brief DUE 9/20/21; Hearing SET 10/5/21. Upon Court's inquiry, Mr. Shelton advised he will prepare today's order as far as scheduling is concerned. 10/5/21 9:05 AM HEARING: ISSUE OF DAMAGES CLAIM FROM TRIAL RECORD;*

09/28/2021



**Minute Order** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 10/5/21 at 9:05 a.m.*

Minute Order - No Hearing Held;

Journal Entry Details:

*Department 16 Formal Request to Appear Remotely Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters be heard remotely. The court utilizes BlueJeans for remote conferencing wherein you appear and participate by phone or through an internet enabled device. Please be sure to check in with the Courtroom Clerk at 8:55 a.m. on the date of your hearing. The call-in number or website to connect is: Telephone: Dial: 1-408-419-1715 Meeting ID: 305 354 001 Participant Passcode: 2258 Smartphone/Computer: Website: <https://bluejeans.com/305354001/2258> If you appear by phone, please bear in mind: first, dial the telephone number, then meeting ID followed by #, and finally the participate passcode followed by #; secondly, dial \*4 to unmute when you are ready to do so. If you appear by smartphone or computer, please bear in mind: enter the website address in your device s browser exactly as show above and follow the instructions on screen; optionally, download the BlueJeans app as indicated on this same website. If you wish to test your audio/video in advance of the hearing, please visit <https://bluejeans.com/111>. Protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Wait for the line to clear before speaking as the conference audio is one-way. Be mindful of background noises and echoing from using multiple devices. BlueJeans chat will not be available while court is in session. If you need to report an issue affecting your ability to appear, please send an email marked urgent to the following addresses: JEA, Lynn Berkheimer [Dept16EA@clarkcountycourts.us]; Law Clerk, Michael Holthus*

# CASE SUMMARY

CASE NO. A-17-753435-C

[Dept16LC@clarkcountycourts.us]; Court Clerk, Chris CJ Darling  
[DarlingC@clarkcountycourts.us] CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;

10/05/2021



**Hearing** (9:05 AM) (Judicial Officer: Williams, Timothy C.)

10/05/2021, 11/16/2021

*Hearing: Issue of Damages Claim from Trial Record*

Supplemental Briefing Due;

Decision Made; See 12/22/21 Minute Order

Journal Entry Details:

*Matter under submission; decision forthcoming.;*

Supplemental Briefing Due;

Decision Made; See 12/22/21 Minute Order

Journal Entry Details:

*APPEARANCES CONTINUED: John Holiday, Esq. also present. Hearing held by BlueJeans remote conferencing. Arguments by Mr. Shelton and Mr. VerStandig. Colloquy regarding supplementation. COURT ORDERED, approximately 2-page supplemental matrix DUE from Pltf. on 10/19/21; supplemental response DUE from Deft. on 11/2/21; Chambers Decision SET 11/16/21. 11/16/21 CHAMBERS DECISION: ISSUE OF DAMAGES CLAIM FROM TRIAL RECORD;*

11/03/2021



**Status Check** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

*Internal Status Check: Receipt of Supplemental Matrix on Damages Claim Issue (UA thereafter)*

Satisfactorily Completed;

Journal Entry Details:

*Department notes receipt of supplements. Matter under submission.;*

12/22/2021



**Minute Order** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order: Post Trial Issue of Damages Claim*

Minute Order - No Hearing Held;

Journal Entry Details:

*After review and consideration of the points and authorities on file herein, and oral argument of counsel, the Court determined as follows: It must be pointed out that this Court's decision is limited to the record developed at trial, and any assessment of damages that would be appropriate. In addition, based on the Nevada Supreme Court's Order Dismissing the appeal, it is apparent that the Trial Court's prior Order is not an appealable final judgment. Consequently, as the Nevada Supreme Court noted, [a]lthough the appealed from Order determines that Appellants are liable for money damages to Respondents, the Order does not actually award an amount of damages and contemplates further proceedings to determine that amount. Until that determination is made there is no judgment to enforce. Reviewing the prior Trial Court's decision, it found that Defendants Sean Evenden and Roger Ayala did not breach their contract with Plaintiff Nancy Haack. On the next claim, the prior Trial Court found that Defendants did breach the implied covenant of good faith and fair dealings. Without disturbing this factual finding, this Court required Plaintiff to determine, based on the record developed at trial, what damages, if any, were suffered by Plaintiff due to the breach of the covenant of good faith and fair dealing. As the Trial Court noted in its decision, [w]hile Plaintiff may not have originally pled the loss of salary in her Second Amended Complaint, the salary taken by Sean Evenden and Roger Ayala is evidence of damages suffered by Nancy Haack in this matter. They deliberately amended the Agreement to provide a salary for themselves on account of the work they had to do for NRS after Nancy Haack was no longer involved in the office. The parties agreed that salaries would be appropriate once the business was profitable. The business was profitable, Nancy Haack was and is still a member of NRS, and she was entitled to any salary that Sean Evenden and Roger Ayala amended the Agreement to provide. Additionally, the Trial Court found in favor of Plaintiff as to the Breach of Fiduciary Duty by forming the new business Life Real Estate and using the Life Realty Trademark. Next, with regards to Plaintiff's indemnity claim, the prior Court found that pursuant to Section 10 of the Operating Agreement, and consistent with Defendants' own concessions, Defendants are responsible to reimburse NRS for funds utilized to pay for the defense of Sean Evenden and Roger Ayala as they breached the covenant of good faith and fair dealings. Therefore, based on the Trial Court's finding whereby Defendants Messrs. Evenden and Ayala breached the implied covenant of good faith and fair dealings and breach of fiduciary duty claim, damages shall be*

# CASE SUMMARY

CASE NO. A-17-753435-C

awarded to Plaintiff in the sum of \$247,253.33. As to the indemnity claim, pursuant to Section 10 of the Operating Agreement, damages in the sum of \$160,475.78 shall be awarded to Plaintiff. The Court did consider other damage claims such as allegations of lost revenues for 2017, 2018, and prorated for 2019 in the amount of \$1,405,549.50. However, a lost revenues calculation without consideration of necessary expenses and overhead would be an inappropriate basis to award damages in the instant action. Based on the foregoing, Plaintiff's award of damage for the breach of the covenant of good faith and fair dealings, and breach of fiduciary duty shall be the sum of \$247,253.33. Also, as to the indemnity claim, Plaintiff shall be awarded the sum of \$160,475.78. Counsel on behalf of Plaintiff Nancy Haack shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections prior to submitting to the Court for review and signature. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System. ;

03/16/2022



**Minute Order (3:00 AM)** (Judicial Officer: Williams, Timothy C.)

Minute Order re: Hearing on 3/22/22 at 9:05 a.m.

Minute Order - No Hearing Held;

Journal Entry Details:

Department 16 Formal Request to Appear Remotely Effective December 20, 2021, Department 16 has relocated to Courtroom 16C. The court utilizes and prefers BlueJeans for remote conferencing on all status checks, Rule 16 conferences, and unopposed motions wherein you participate by phone or through an internet enabled device. Live appearances for OPPOSED motions are now allowed. Counsel may still appear via BlueJeans audio/video for opposed motions if they prefer. Please be sure to check in with the Courtroom Clerk at 8:55 a.m. on the date of your hearing. The call-in number or website to connect is: Telephone: Dial: 1-408-419-1715 Meeting ID: 305 354 001 Participant Passcode: 2258 Smartphone/Computer: Website: <https://bluejeans.com/305354001/2258> If you appear by phone, please bear in mind: first, dial the telephone number, then meeting ID followed by #, and finally the participate passcode followed by #; secondly, dial \*4 to unmute when you are ready to do so. If you appear by smartphone or computer, please bear in mind: enter the website address in your device's browser exactly as show above and follow the instructions on screen; optionally, download the BlueJeans app as indicated on this same website. If you wish to test your audio/video in advance of the hearing, please visit <https://bluejeans.com/111>. Protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Wait for the line to clear before speaking as the conference audio is one-way. Be mindful of background noises and echoing from using multiple devices. BlueJeans chat will not be available while court is in session. If you need to report an issue affecting your ability to appear, please send an email marked urgent to the following addresses: JEA, Lynn Berkheimer [Dept16EA@clarkcountycourts.us]; Law Clerk, Michael Holthus [Dept16LC@clarkcountycourts.us]; Court Clerk, Chris CJ Darling [DarlingC@clarkcountycourts.us] CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;

03/22/2022



**Motion for Clarification (9:05 AM)** (Judicial Officer: Williams, Timothy C.)

03/22/2022, 04/19/2022

Defendant's Motion for Clarification

Matter Continued;

Motion Denied; See 6/6/22 Minute Order

Matter Continued;





Motion Denied; See 6/6/22 Minute Order

Journal Entry Details:

Hearing held live and by BlueJeans remote conferencing. Arguments by counsel. Colloquy regarding whether to consolidate pending matters. There being agreement, COURT ORDERED, Motion to Alter or Amend RESET from 4/21/22 to 4/19/22; Motion for Clarification CONTINUED to 4/19/21. CONTINUED TO: 4/19/22 9:05 AM DEFENDANT'S MOTION FOR CLARIFICATION RESET TO: 4/19/22 9:05 AM DEFENDANT'S [243] MOTION TO ALTER OR AMEND JUDGMENT OR, IN THE ALTERNATIVE, FOR A NEW TRIAL;

# CASE SUMMARY

CASE NO. A-17-753435-C

04/19/2022	<p><b>Motion for Attorney Fees and Costs</b> (9:05 AM) (Judicial Officer: Williams, Timothy C.)</p> <p>Events: 02/11/2022 Motion for Attorney Fees and Costs</p> <p><i>Plaintiff's Motion for Attorney Fees and Costs</i></p> <p>Off Calendar;</p>
04/19/2022	<p><b>Motion to Amend Judgment</b> (9:05 AM) (Judicial Officer: Williams, Timothy C.)</p> <p><i>Defendant's [243] Motion to Alter or Amend Judgment or, in the Alternative, for a New Trial</i></p> <p>Motion Granted; See 6/6/22 Minute Order</p>
04/19/2022	<p><b>Opposition and Countermotion</b> (9:05 AM) (Judicial Officer: Williams, Timothy C.)</p> <p>Events: 02/25/2022 Opposition and Countermotion</p> <p><i>Defendants' Opposition to Motion for Attorney Fees and Costs and Countermotion for Attorneys' Fees</i></p> <p>Off Calendar;</p>
04/19/2022	<p> <b>All Pending Motions</b> (9:05 AM) (Judicial Officer: Williams, Timothy C.)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>APPEARANCES CONTINUED: John Holiday, non-party "friend of the court", also present. Hearing held live and by BlueJeans remote conferencing. DEFENDANT'S MOTION FOR CLARIFICATION...DEFENDANT'S [243] MOTION TO ALTER OR AMEND JUDGMENT OR, IN THE ALTERNATIVE, FOR A NEW TRIAL Arguments by Mr. VerStandig and Mr. Shelton; statement by Mr. Holiday. Court stated will review matter; decision forthcoming. PLAINTIFF'S MOTION FOR ATTORNEY FEES AND COSTS...DEFENDANTS' OPPOSITION TO MOTION FOR ATTORNEY FEES AND COSTS AND COUNTERMOTION FOR ATTORNEYS' FEES Mr. VerStandig requested fee hearing be another day; COURT SO ORDERED.;</i></p>
06/06/2022	<p> <b>Minute Order</b> (3:00 AM) (Judicial Officer: Williams, Timothy C.)</p> <p><i>Minute Order: Motion for Clarification and Motion to Alter or Amend the Judgment or in the Alternative, for a New Trial</i></p> <p>Minute Order - No Hearing Held;</p> <p>Journal Entry Details:</p> <p><i>After review and consideration of the points and authorities on file herein and oral argument of counsel, the Court determined as follows: Pursuant to NRCP 59(a), this Court shall grant a new trial. Consequently, Defendant Roger Ayala and Sean Evenden s Motion to Alter or Amend the Judgment or in the Alternative, for a New Trial shall be GRANTED. Additionally, Defendant s Motion for Clarification shall be DENIED as moot. Counsel on behalf of Defendant Roger Ayala and Sean Evenden shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections prior to submitting to the Court for review and signature. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;</i></p>
06/07/2022	<p> <b>Motion to Stay</b> (9:05 AM) (Judicial Officer: Williams, Timothy C.)</p> <p><i>Defendants' Emergency Motion to Stay Judgment Pending Disposition of Motion to Alter or Amend Judgment or, in the Alternative, for a New Trial</i></p> <p>Moot;</p> <p>Journal Entry Details:</p> <p><i>Hearing held live and by BlueJeans remote conferencing. Upon Court's inquiry, Mr. VerStandig advised he and Mr. Shelton had discussion yesterday and concur that instant matter should be moot. Colloquy regarding setting status check to set trial. There being agreement, COURT ORDERED, Status Check SET 7/19/22 regarding setting trial. 7/19/22 9:00 AM STATUS CHECK: RESET TRIAL DATE ;</i></p>
07/19/2022	<p> <b>Status Check: Reset Trial Date</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.)</p> <p>Trial Date Set;</p> <p>Journal Entry Details:</p> <p><i>Hearing held in-person and by BlueJeans remote conferencing. Mr. VerStandig advised parties met and conferred and suggested trial in December. Mr. VerStandig further advised</i></p>

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

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

	<i>parties will prepare a trial order to include related issues and anticipates trial being 3-4 days. Mr. Hone advised possible exception in that certain appeal being contemplated. There being agreement, COURT ORDERED, Trial SET 2/6/23; Status Check SET 9/1/22 regarding the appeal. Upon Court's inquiry, Mr. VerStandig advised he will prepare the trial order. Court stated will adopt an agreed upon case schedule. 9/1/22 9:00 AM STATUS CHECK: APPEAL 1/26/23 10:30 AM PRETRIAL/CALENDAR CALL 2/6/23 9:30 AM BENCH TRIAL;</i>
09/01/2022	<b>Status Check (9:00 AM)</b> (Judicial Officer: Williams, Timothy C.) <i>Status Check: Appeal</i>
01/26/2023	<b>Pretrial/Calendar Call (10:30 AM)</b> (Judicial Officer: Williams, Timothy C.)
02/06/2023	<b>Bench Trial (9:30 AM)</b> (Judicial Officer: Williams, Timothy C.)

DATE	FINANCIAL INFORMATION
	<b>Counter Claimant</b> Ayala, Roger Total Charges 30.00 Total Payments and Credits 30.00 <b>Balance Due as of 8/30/2022 0.00</b>
	<b>Counter Claimant</b> Evenden, Sean Total Charges 1,104.00 Total Payments and Credits 1,104.00 <b>Balance Due as of 8/30/2022 0.00</b>
	<b>Counter Defendant</b> Haack, Nancy Total Charges 1,775.06 Total Payments and Credits 1,775.06 <b>Balance Due as of 8/30/2022 0.00</b>
	<b>Counter Claimant</b> NRS Realty Group LLC Total Charges 30.00 Total Payments and Credits 30.00 <b>Balance Due as of 8/30/2022 0.00</b>
	<b>Counter Claimant</b> Evenden, Sean Appeal Bond Balance as of 8/30/2022 <b>500.00</b>
	<b>Counter Defendant</b> Haack, Nancy Temporary Restraining Order Balance as of 8/30/2022 <b>500.00</b>
	<b>Counter Defendant</b> Haack, Nancy Appeal Bond Balance as of 8/30/2022 <b>500.00</b>

## DISTRICT COURT CIVIL COVER SHEET

Clark County, Nevada

Case No. \_\_\_\_\_  
(Assigned by Clerk's Office)

XXVIII

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

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

Nancy Haack, RES  
Realty Group

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

Sean Evenden,  
Roger Ayala

Attorney (name/address/phone):

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

Attorney (name/address/phone):

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

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

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

3/4/17  
Date\_\_\_\_\_  
Signature of initiating party or representative

See other side for family-related case filings.

**DAO (CIV)**

Maurice B. VerStandig, Esq.  
Bar No. 15346  
THE VERSTANDIG LAW FIRM, LLC  
1452 W. Horizon Ridge Pkwy, #665  
Henderson, Nevada 89012  
Phone/Fax: (301) 444-4600  
E-mail: mac @mbvesq.com  
*Counsel for Defendants*

**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.

Case No.: A-17-753435-C

Department XVI

**Decision and Order**

Upon consideration of the Motion to Alter or Amend Judgment or, in the Alternative, for a New Trial (the “Motion”) filed by Roger Ayala (“Mr. Ayala”) and Sean Evenden (“Mr. Evenden”) (collectively, the “Defendants”), the opposition thereto by Nancy Haack (“Ms. Haack” or the “Plaintiff”), the arguments of counsel at a hearing on the Motion, the record herein, and controlling law, this Honorable Court hereby makes the following findings of fact and conclusion of law:

**I. Findings of Fact**

The amended complaint of Ms. Haack, and amended counterclaim of Messrs. Evenden and Ayala, were tried to the bench, before the Hon. Stefany A. Miley, over a period of four days



1 from February 18, 2020 through February 21, 2020. The core factual disputes at issue concerned  
2 a real estate firm jointly owned by the parties and the various internal disputes stemming from  
3 that ownership.

4 On June 17, 2020, Judge Miley entered her Decision & Order following the bench trial,  
5 holding in favor of Ms. Haack on certain affirmative claims but otherwise ruling in favor of the  
6 defending party (or counterparty) on each claim and counterclaim. Messrs. Evenden and Ayala  
7 challenged the constitutionality of the remedies crafted in Judge Miley's order, together with the  
8 foundation of certain holdings therein, in an appeal to the Supreme Court of Nevada. The state's  
9 highest court, however, held the Decision & Order to not constitute a final order in this case, and  
10 the matter was accordingly returned to this Honorable Court for further proceedings.

11 During the pendency of the appeal, Judge Miley exited this Honorable Court, Ms. Haack  
12 engaged counsel, and Messrs. Evenden and Ayala engaged new counsel. Following certain  
13 procedural occurrences, the case was reassigned to this department.

14 Extensive post-trial briefing, on various related matters, thereafter ensued. This Honorable  
15 Court entered a final order on January 31, 2022 (the "Final Order"), basing its findings on Judge  
16 Miley's previous Decision & Order. Messrs. Evenden and Ayala then filed the Motion, suggesting  
17 certain legal and factual infirmities with Judge Miley's Decision & Order that, in turn, informed  
18 the foundation of the Final Order.

19 Upon a review of the Motion and argument made in support thereof, it is evident that the  
20 ends of justice will be best served by the holding of a new trial *sub judice*. The interlocutory post-  
21 trial order previously entered appears to address a claim for breach of fiduciary duty in a manner  
22 at odds with the Nevada law governing limited liability companies, the trial record suggests  
23 evidence of at least one settlement offer to have been accepted by the court for admission, there  
24  
25  
26

1 are reasons to believe the trial court may have conflated at least one natural person with one legal  
2 entity, and there remains a now-familiar issue with the degree, *vel non*, to which damages were  
3 proven at trial (which, in turn, informs whether or not Ms. Haack may have been properly deemed  
4 to prevail on certain causes of action).

5 While extensive efforts have been undertaken by all to make sense of the trial record,  
6 certain anomalous rulings and procedural elections continue to cloud the record *sub judice*. While  
7 the actions of the former court were no doubt well-intentioned, the complexities of this case  
8 appear to have wanted for conclusive resolution.

## 9 II. Conclusions of Law

10 The Nevada Rules of Civil Procedure expressly allow for a new trial to be ordered upon  
11 the timely motion of a party in interest:

12 (1) Grounds for New Trial. The court may, on motion, grant a new trial on all or  
13 some of the issues--and to any party--for any of the following causes or grounds  
materially affecting the substantial rights of the moving party:

14 (A) irregularity in the proceedings of the court, jury, master, or adverse party or in  
15 any order of the court or master, or any abuse of discretion by which either party  
was prevented from having a fair trial;

16 ...

17 (G) error in law occurring at the trial and objected to by the party making the  
motion.

18 (2) Further Action After a Nonjury Trial. On a motion for a new trial in an action  
19 tried without a jury, the court may open the judgment if one has been entered, take  
20 additional testimony, amend findings of fact and conclusions of law or make new  
findings and conclusions, and direct the entry of a new judgment.

21 Nev. R. Civ. P. 59

22 Here, it is apparent there were irregularities in the proceedings before Judge Miley,  
23 together with certain errors of law stemming from the prior trial. The decision to admit evidence  
24  
25  
26

1 of a settlement communication was in plain error and may have invited prejudice to one or more  
2 parties. Similarly, the chosen remedy of the prior court – inviting an accountant to be nominated  
3 by Ms. Haack and paid by Messrs. Evenden and Ayala, with a charge of finding and liquidating  
4 damages in a post-trial context – was plainly at odds with governing law and constituted an error  
5 of law.

6 Additionally, the record suggests the prior court may have conflated Ms. Haack with NRS,  
7 a corporate party hereto, and thereby neglected to pay sufficient attention to certain crucial legal  
8 distinctions. That Ms. Haack, a putatively *pro per* party, was seemingly assisted by counsel for  
9 NRS at trial, compounds these concerns and is further suggestive of irregularities that well merit  
10 a new trial.

11 Finally, much of the former court’s post trial order is premised upon a putative breach of  
12 fiduciary duty, but the record suggests the entity through which such duty was allegedly owed  
13 was, at all times relevant, a limited liability company. This accordingly appears to be an error of  
14 law, running directly contra to the mandate of NRS § 86.286(6).

15 The parties herein ought not be prejudiced by a compromised trial record, the interlocutory  
16 order issued thereafter, and the procedural anomalies that have occurred throughout the latter  
17 stages of this case. A new trial will afford occasion for all parties to have their respective cases  
18 heard, objections to be properly considered, and an appropriate final order to thereafter issue.

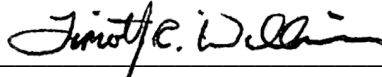
### 19 **III. Conclusion**

20 For these reasons, it is hereby ORDERED that the Motion be, and hereby is, GRANTED.  
21 A new trial shall be held in this matter and the parties are directed to communicate, through  
22 counsel, as to the logistics of a suitable proposed trial date together with what items shall be  
23 contained in a correlative scheduling order.

1 IT IS SO ORDERED.

2 Dated this \_\_\_\_\_ day of June, 2022.

3 Dated this 6th day of July, 2022

4 

Honorable District Court Judge

MH

5 **448 E2C 9FDE B5A0**  
6 **Timothy C. Williams**  
7 **District Court Judge**

8 Dated: June 28, 2022

Respectfully submitted,

9 /s/ Maurice B. VerStandig

10 Maurice B. VerStandig, Esq.

11 Bar No. 15346

12 THE VERSTANDIG LAW FIRM, LLC

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17 *Counsel for Defendants*

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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Nancy Haack, Plaintiff(s)

CASE NO: A-17-753435-C

7 vs.

DEPT. NO. Department 16

8 Sean Evenden, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 7/6/2022

15 "Jennifer Hogan, Legal Assistant" .

jennifer@sterlingkerrlaw.com

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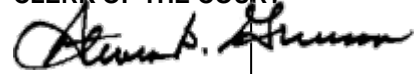
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John Holiday	attorney@johnny.holiday
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**NOED (CIV)**

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*Counsel for the Defendants*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

NANCY HAACK, an individual; and NRS  
REALTY GROUP, LLC, a Nevada limited  
liability company, d/b/a LIFE REALTY,

Case No.: A-17-753435-C

Plaintiffs,

Department XVI

v.

**NOTICE OF ENTRY OF DECISION  
AND ORDER**

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

Defendants.

Please take notice that on July 6, 2022, a Decision and Order was entered in the above-captioned case. A copy is attached hereto.

Dated: August 8, 2022

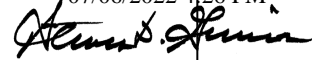
Respectfully Submitted,

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



  
CLERK OF THE COURT

**DAO (CIV)**

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**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.

Case No.: A-17-753435-C

Department XVI

**Decision and Order**

Upon consideration of the Motion to Alter or Amend Judgment or, in the Alternative, for a New Trial (the “Motion”) filed by Roger Ayala (“Mr. Ayala”) and Sean Evenden (“Mr. Evenden”) (collectively, the “Defendants”), the opposition thereto by Nancy Haack (“Ms. Haack” or the “Plaintiff”), the arguments of counsel at a hearing on the Motion, the record herein, and controlling law, this Honorable Court hereby makes the following findings of fact and conclusion of law:

**I. Findings of Fact**

The amended complaint of Ms. Haack, and amended counterclaim of Messrs. Evenden and Ayala, were tried to the bench, before the Hon. Stefany A. Miley, over a period of four days

1 from February 18, 2020 through February 21, 2020. The core factual disputes at issue concerned  
2 a real estate firm jointly owned by the parties and the various internal disputes stemming from  
3 that ownership.

4 On June 17, 2020, Judge Miley entered her Decision & Order following the bench trial,  
5 holding in favor of Ms. Haack on certain affirmative claims but otherwise ruling in favor of the  
6 defending party (or counterparty) on each claim and counterclaim. Messrs. Evenden and Ayala  
7 challenged the constitutionality of the remedies crafted in Judge Miley's order, together with the  
8 foundation of certain holdings therein, in an appeal to the Supreme Court of Nevada. The state's  
9 highest court, however, held the Decision & Order to not constitute a final order in this case, and  
10 the matter was accordingly returned to this Honorable Court for further proceedings.

11 During the pendency of the appeal, Judge Miley exited this Honorable Court, Ms. Haack  
12 engaged counsel, and Messrs. Evenden and Ayala engaged new counsel. Following certain  
13 procedural occurrences, the case was reassigned to this department.

14 Extensive post-trial briefing, on various related matters, thereafter ensued. This Honorable  
15 Court entered a final order on January 31, 2022 (the "Final Order"), basing its findings on Judge  
16 Miley's previous Decision & Order. Messrs. Evenden and Ayala then filed the Motion, suggesting  
17 certain legal and factual infirmities with Judge Miley's Decision & Order that, in turn, informed  
18 the foundation of the Final Order.

19 Upon a review of the Motion and argument made in support thereof, it is evident that the  
20 ends of justice will be best served by the holding of a new trial *sub judice*. The interlocutory post-  
21 trial order previously entered appears to address a claim for breach of fiduciary duty in a manner  
22 at odds with the Nevada law governing limited liability companies, the trial record suggests  
23 evidence of at least one settlement offer to have been accepted by the court for admission, there  
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1 are reasons to believe the trial court may have conflated at least one natural person with one legal  
2 entity, and there remains a now-familiar issue with the degree, *vel non*, to which damages were  
3 proven at trial (which, in turn, informs whether or not Ms. Haack may have been properly deemed  
4 to prevail on certain causes of action).

5 While extensive efforts have been undertaken by all to make sense of the trial record,  
6 certain anomalous rulings and procedural elections continue to cloud the record *sub judice*. While  
7 the actions of the former court were no doubt well-intentioned, the complexities of this case  
8 appear to have wanted for conclusive resolution.

## 9 II. Conclusions of Law

10 The Nevada Rules of Civil Procedure expressly allow for a new trial to be ordered upon  
11 the timely motion of a party in interest:

12 (1) Grounds for New Trial. The court may, on motion, grant a new trial on all or  
13 some of the issues--and to any party--for any of the following causes or grounds  
materially affecting the substantial rights of the moving party:

14 (A) irregularity in the proceedings of the court, jury, master, or adverse party or in  
15 any order of the court or master, or any abuse of discretion by which either party  
was prevented from having a fair trial;

16 ...

17 (G) error in law occurring at the trial and objected to by the party making the  
motion.

18 (2) Further Action After a Nonjury Trial. On a motion for a new trial in an action  
19 tried without a jury, the court may open the judgment if one has been entered, take  
20 additional testimony, amend findings of fact and conclusions of law or make new  
findings and conclusions, and direct the entry of a new judgment.

21 Nev. R. Civ. P. 59

22 Here, it is apparent there were irregularities in the proceedings before Judge Miley,  
23 together with certain errors of law stemming from the prior trial. The decision to admit evidence  
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1 of a settlement communication was in plain error and may have invited prejudice to one or more  
2 parties. Similarly, the chosen remedy of the prior court – inviting an accountant to be nominated  
3 by Ms. Haack and paid by Messrs. Evenden and Ayala, with a charge of finding and liquidating  
4 damages in a post-trial context – was plainly at odds with governing law and constituted an error  
5 of law.

6 Additionally, the record suggests the prior court may have conflated Ms. Haack with NRS,  
7 a corporate party hereto, and thereby neglected to pay sufficient attention to certain crucial legal  
8 distinctions. That Ms. Haack, a putatively *pro per* party, was seemingly assisted by counsel for  
9 NRS at trial, compounds these concerns and is further suggestive of irregularities that well merit  
10 a new trial.

11 Finally, much of the former court’s post trial order is premised upon a putative breach of  
12 fiduciary duty, but the record suggests the entity through which such duty was allegedly owed  
13 was, at all times relevant, a limited liability company. This accordingly appears to be an error of  
14 law, running directly contra to the mandate of NRS § 86.286(6).

15 The parties herein ought not be prejudiced by a compromised trial record, the interlocutory  
16 order issued thereafter, and the procedural anomalies that have occurred throughout the latter  
17 stages of this case. A new trial will afford occasion for all parties to have their respective cases  
18 heard, objections to be properly considered, and an appropriate final order to thereafter issue.

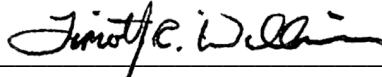
### 19 **III. Conclusion**

20 For these reasons, it is hereby ORDERED that the Motion be, and hereby is, GRANTED.  
21 A new trial shall be held in this matter and the parties are directed to communicate, through  
22 counsel, as to the logistics of a suitable proposed trial date together with what items shall be  
23 contained in a correlative scheduling order.

1 IT IS SO ORDERED.

2 Dated this \_\_\_\_\_ day of June, 2022.

3 Dated this 6th day of July, 2022

4 

Honorable District Court Judge

MH

5 **448 E2C 9FDE B5A0**  
6 **Timothy C. Williams**  
7 **District Court Judge**

8 Dated: June 28, 2022

Respectfully submitted,

9 /s/ Maurice B. VerStandig

10 Maurice B. VerStandig, Esq.

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17 *Counsel for Defendants*

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1 **CSERV**

2  
3 **DISTRICT COURT**  
4 **CLARK COUNTY, NEVADA**

5  
6 Nancy Haack, Plaintiff(s)

CASE NO: A-17-753435-C

7 vs.

DEPT. NO. Department 16

8 Sean Evenden, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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12 Court. The foregoing Decision and Order was served via the court's electronic eFile system  
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Karl Shelton	karl@kaslawoffice.com
Chelsea Shehan	chelsea@shumwayvan.com

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[karl@kaslawoffice.com](mailto:karl@kaslawoffice.com)  
*Attorney for Plaintiffs and Counterdefendant*

**EIGHTH JUDICIAL 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,  
vs.

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

Defendants.

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

Counterclaimants,

vs.

NANCY HAACK, an individual.

Counterdefendant.

Case No.: A-17-753435

Dept. No.: 16

**DECISION AND ORDER**

TO: ALL PARTIES AND ATTORNEYS OF RECORD:

**PROCEDURAL HISTORY**

This matter came before the Court following the conclusion of a four-day bench trial wherein the preceding judge, the Honorable Judge Miley, issued a Decision and Order on June 17<sup>th</sup>, 2020, expressly finding Defendants liable to Ms. Haack on the following claims:



(1) breach of the implied covenant of good faith and fair dealing; and (2) breach of fiduciary duty. Additionally, the Trial Court awarded relief on Ms. Haack and NRS Realty Group, LLC's claims for accounting and indemnity. As to Defendants' counterclaims, the Trial court found in Ms. Haack's favor as to each and every one.

In order to facilitate the Trial Court's findings of liability, on the above claims, the Trial Court awarded in equity an accounting of NRS. *Id.*, at p. 26:16-23. The award directed that Ms. Haack nominate three (3) "independent accountants," from which the Defendants were to select one (1) to provide an accounting of NRS from 2016 through its closing. *Id.* The Trial Court's order further directed for costs of the accounting to be borne by Defendants, and following said accounting, for Defendants to pay to Ms. Haack one-third of the profits and value of NRS after accounting for distributions already received by Ms. Haack. *Id.*

Defendants appealed the Trial Court's Decision and Order on the basis that the referral of the issue of damages to an independent accountant for the calculation of a portion of the damages to be assessed against Defendants was violative of the Nevada Constitution. However, Defendants' appeal was dismissed by the Supreme Court, which concluded that the "appealed-from order determines that appellants [Defendants] are liable for money damages to respondents [Plaintiffs], the order does not actually award an amount of damages and contemplates further proceedings to determine that amount."

### **FINDINGS**

After review and consideration of the points and authorities on file herein, and oral argument of counsel, without disturbing the factual findings of the prior Trial Court, and with the understanding that this Court's decision is limited to the record developed at trial, the Court determines as follows:

#### **1. Breach of Implied Covenant of Good Faith and Fair Dealing.**

The prior Trial Court found that Defendants breached the implied covenant of good faith and fair dealing. Without disturbing this factual finding, the Court required Plaintiff to determine, based upon the record developed at trial, the measure of damages, if any, suffered

1 by the Plaintiff due to the breach of the implied covenant of good faith and fair dealing. The  
2 Trial Court noted in its decision that although “Plaintiff may not have originally pled the loss  
3 of salary in her Second Amended Complaint, the salary taken by Sean Evenden and Roger  
4 Ayala is evidence of damages suffered by Nancy Haack in this Matter.”

5 **THE COURT FINDS**, that based upon the documentary and testimonial evidence  
6 adduced at trial, Sean Evenden and Roger Ayala took a total of \$247,253.33 in salary from  
7 the time they amended the Operating Agreement on May 1, 2017, through the time  
8 Defendants decided to cease operations on October 31, 2019.

9 **2. Breach of Fiduciary Duty.**

10 The prior Trial Court also found that Defendants breached their fiduciary duty to  
11 Nancy Haack. The Trial Court noted that Defendants’ salary was excessive in comparison to  
12 Nancy Haack’s allotted salary of zero dollars, and that the totality of Defendants’ actions  
13 once conflict began among the parties evidenced that Defendants intended to provide  
14 themselves a benefit they were unwilling to provide Nancy Haack. Without disturbing this  
15 factual finding, this Court also notes that NRS 86.286(5) establishes that members and  
16 managers of a Nevada limited liability company may by contract limit or even eliminate  
17 member’s and manager’s duties, they may not eliminate the implied contractual covenant of  
18 good faith and fair dealing. Accordingly, the prior Trial Court’s finding that Defendants’  
19 breached the implied covenant of good faith and fair dealing is likewise sufficient to establish  
20 liability on Plaintiff’s breach of fiduciary duty claim. The prior Trial Court awarded damages  
21 on this claim in favor of Nancy Haack “an equivalent amount of money in salary that they  
22 were paid after amending the Operating Agreement of NRS Realty Group, LLC.”. The Court  
23 required Plaintiff to determine, based upon the record developed at trial, the measure of  
24 damages, if any, suffered by the Plaintiff due to the Defendants’ breach of fiduciary duties, in  
25 place of a full accounting.

26 **THE COURT FINDS**, that based upon the documentary and testimonial evidence  
27 adduced at trial Sean Evenden and Roger Ayala took a total of \$247,253.33 in salary from  
28

1 the time Defendants amended the Operating Agreement without Plaintiff's consent, on May  
2 1, 2017, through December 31, 2019.

3 **3. Indemnity.**

4 The prior Trial Court found that "pursuant to Section 10 of the Operating Agreement,  
5 and consistent with Defendants' own concessions, Defendants are responsible to reimburse  
6 NRS for funds utilized to pay for the defense of Sean Evenden and Roger Ayala as they  
7 breached the covenant of good faith and fair dealing as well as their fiduciary duties." The  
8 prior Trial Court further ordered that "Defendants shall reimburse NRS Realty Group, LLC  
9 any monies provided by NRS Realty Group, LLC used towards Defendants' legal  
10 representation in this matter," but did not otherwise identify a sum certain. This Court  
11 required Plaintiff to determine, based upon the record developed at trial, the measure of  
12 reimbursement due.

13 **THE COURT FINDS**, that based upon the documentary and testimonial evidence  
14 adduced at trial, Sean Evenden and Roger Ayala utilized a total of \$160,475.78 of NRS  
15 Realty Group, LLC's funds for purposes of their legal representation in this matter.

16 **4. Accounting, Profits and Value of Company**

17 The prior Trial Court found that Defendants provided an accounting of NRS Realty  
18 Group, LLC during the course of discovery, which ended in October 2018. However, the  
19 prior Trial Court further found that it was "unable to make a valuation of the company or  
20 assess whether the profit distributions were paid proportionately." Accordingly, the prior  
21 Trial Court awarded in equity an "independent accounting of NRS Realty Group, LLC,  
22 including but not limited to, the profitability of the company from 2016 until the closing of  
23 NRS." The prior Trial Court further directed that the accounting "shall determine the value of  
24 NRS Realty Group, LLC at the time of its closing" The Court notes that Defendants' testified  
25 that NRS Realty Group, LLC ceased operations on October 31, 2019. Finally, the prior Trial  
26 Court ordered that Defendants Sean Evenden and Roger Ayala pay Nancy Haack one-third of  
27 the profits and value of NRS Realty Group, LLC, minus any distribution that Nancy Haack  
28 already received, based on said accounting.

1 This Court has determined that due to the procedural posture of this case, where a  
2 bench trial has resulted in the conclusion of Plaintiffs' and Defendants' cases in chief, its  
3 decision must be limited to the record developed at trial. Accordingly, this Court declined to  
4 award Plaintiff the "independent accounting" or alternatively refer the matter of accounting  
5 to a referee pursuant to NRCP 53. Instead, the Court directed Plaintiff to determine, based  
6 upon the record developed at trial, the measure of damages, if any in relation to this claim.  
7 The Court considered the evidence relating to lost revenues claim presented by Plaintiff for  
8 NRS Realty Group, LLC's operations in 2017, 2018 and prorated for 2019 in the amount of  
9 \$1,405,549.50. Plaintiff's briefing noted that Defendants testified at trial that their use of  
10 NRS Realty Group, LLC's revenues to pay expenses and overhead of their operations was a  
11 benefit of ownership, (which was denied to Ms. Haack). Accordingly, Plaintiff calculated  
12 damages for loss of benefits taken from profits, including salaries and legal fees, totaled  
13 \$927,674. Plaintiff relied on information reported on the annual taxes for 2017 and 2018 in  
14 evidence at trial and estimated from 2019 taxes not available at time of trial, as Discovery  
15 ended in October 2018.

16 **THE COURT FINDS** that the lost revenues calculation does not provide  
17 consideration of necessary expenses and overhead, and thus is an inappropriate basis to  
18 award damages in the instant action.

19 **ORDER**

20 For the foregoing reasons, **IT IS HEREBY ORDERED THAT** that judgment shall  
21 be awarded in favor of Plaintiff on her claims of (1) breach of the implied covenant of good  
22 faith and fair dealing and (2) breach of fiduciary duty against Defendants Sean Evenden and  
23 Roger Ayala. Damages are awarded to Plaintiff in the sum of \$247,253.33 with interest  
24 accruing thereon at the statutory rate, accruing from the date of the breach, May 1, 2017,  
25 until paid in full.

26 **IT IS FURTHER ORDERED** that judgment shall be awarded in favor Plaintiff on  
27 its indemnity claim against Defendants Sean Evenden and Roger Ayala. Damages shall be  
28 awarded to Plaintiff pursuant to Section 10 of NRS Realty Group, LLC's Operating

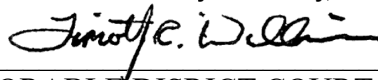
1 Agreement, in the sum of \$160,475.78, with interest accruing thereon at the statutory rate,  
2 accruing from the date monies were first advanced, May 4, 2017, until paid in full.

3 **IT IS FURTHER ORDERED** that The Court retains jurisdiction to amend this  
4 judgment to reflect additional amounts accrued, to award attorney fees and costs of suit, and  
5 Plaintiffs may amend it as appropriate.

6 **IT IS SO ORDERED.**

7 DATED this \_\_\_\_\_ Day of January, 2022.

8  
9 Dated this 31st day of January, 2022

10 

11 HONORABLE DISTRICT COURT JUDGE

12 E1A B50 3709 A7F9  
13 Timothy C. Williams  
14 District Court Judge

MH

15 *Respectfully Submitted by:*  
16 **Law Office of Karl A. Shelton**

17 *Seen and Objected:*  
18 **The VerStandig Law Firm, LLC**

19 /s/ Karl A. Shelton  
20 KARL A. SHELTON, ESQ.  
21 Nevada Bar No. 12868  
22 8275 South Eastern Ave, Suite 200  
23 Las Vegas, NV 89123  
24 *Attorney for the Plaintiffs and*  
25 *Counterdefendant*

26 /s/ Maurice VerStandig  
27 Maurice VerStandig, Esq.  
28 Nevada Bar No. 15346  
1452 W. Horizon Ridge Pkwy #665  
Henderson, NV 89012  
*Attorney for Defendants/Counterclaimants*

## Karl Shelton

---

**From:** Mac VerStandig <mac@mbvesq.com>  
**Sent:** Friday, January 21, 2022 3:33 PM  
**To:** Karl Shelton  
**Subject:** Re: Haack v. Evenden

Karl,

I'm away from my computer, but you can sign my name as "Seen and objected," if you need to file before COB.

Thanks,

Maurice "Mac" VerStandig, Esq.  
The VerStandig Law Firm, LLC  
Phone: [\(301\)444-4600](tel:(301)444-4600)  
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Maryland Mailing Address:  
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[Potomac, Maryland 20854](#)

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On Jan 21, 2022, at 3:14 PM, Karl Shelton <karl@kaslawoffice.com> wrote:

Mac,

My client is putting some pressure on me to get this submitted asap. Please forward the Proposed Order with your proposed endorsement and authority to e-sign so that I can submit the order today.

Thanks,

Karl A. Shelton, Esq.

\*Licensed in Arizona, Nevada, and Oregon  
8275 S Eastern Ave., Suite 200  
Las Vegas, Nevada 89123  
Ph: (702) 728-4577  
Direct: (702) 867-1378

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---

**From:** Karl Shelton  
**Sent:** Wednesday, January 19, 2022 7:42 AM  
**To:** mac@mbvesq.com  
**Subject:** Haack v. Evenden

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Thanks,

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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Nancy Haack, Plaintiff(s)

CASE NO: A-17-753435-C

7 vs.

DEPT. NO. Department 16

8 Sean Evenden, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 1/31/2022

15 "Jennifer Hogan, Legal Assistant" .

jennifer@sterlingkerrlaw.com

16 "Lisa Peters, Paralegal" .

lisa@sterlingkerrlaw.com

17 "Sterling Kerr, Esq" .

sterling@sterlingkerrlaw.com

18 "Taylor Simpson, Esq." .

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19 Patrick J. Sheehan .

psheehan@fclaw.com

20 Lawrence Balanovsky

lawrence@shumwayvan.com

21 Evan Thalgott

evan@shumwayvan.com

22 Nancy Haack

nhaacklv@gmail.com

23 Michael Van

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24 Christina Garcia

christinag@shumwayvan.com

25 Garrett Chase

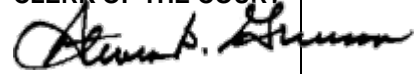
garrett@shumwayvan.com

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John Holiday	attorney@johnny.holiday
Maurice VerStandig	mac@mbvesq.com
Karl Shelton	karl@kaslawoffice.com
Chelsea Shehan	chelsea@shumwayvan.com



KARL A. SHELTON, ESQ.  
Nevada Bar No. 12868  
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Telephone: (702) 728-4577  
[karl@kaslawoffice.com](mailto:karl@kaslawoffice.com)  
*Attorney for Plaintiffs and Counterdefendant*

**EIGHTH JUDICIAL 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,  
vs.

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

Defendants.

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

Counterclaimants,

vs.

NANCY HAACK, an individual.

Counterdefendant.

Case No.: A-17-753435

Dept. No.: 16

**NOTICE OF ENTRY OF ORDER**

...

...

...

1 TO ALL PARTIES AND COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on January 31, 2022 the DECISION AND ORDER  
3 was entered by the Court in the above-entitled action, at true and correct copy of which is  
4 attached hereto.

5 Dated: February 11, 2022

6  
7 **Law Office of Karl A. Shelton**

8  
9 /s/ Karl A. Shelton  
10 KARL A. SHELTON, ESQ.  
11 Nevada Bar No. 12868  
12 8275 South Eastern Ave, Suite 200  
13 Las Vegas, NV 89123  
14 *Attorney for the Plaintiffs and*  
15 *Counterdefendant*  
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Law Office of Karl A. Shelton  
8275 South Eastern Avenue, Suite 200  
Las Vegas, Nevada 89123  
Telephone: (702) 728-4577

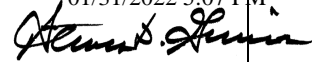
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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **NOTICE OF ENTRY OF ORDER** was submitted electronically for filing and service upon those persons designated by the parties in the E-Service Master List for the above-referenced matter in the Eighth Judicial District Court e-Filing System on the 11<sup>th</sup> day of February, 2022. I FURTHER CERTIFY that I served a copy of this pleading to the following:

Maurice VerStandig, Esq.  
THE VERSTANDIG LAW FIRM, LLC  
1452 W. Horizon Ridge Pkwy, #665  
Henderson, Nevada 89012  
*Counsel for the Defendants*

/s/ Karl A. Shelton  
An employee of the Law Office of Karl A. Shelton

  
CLERK OF THE COURT

KARL A. SHELTON, ESQ.  
Nevada Bar No. 12868  
**Law Office of Karl A. Shelton**  
8275 South Eastern Ave, Suite 200  
Las Vegas, NV 89123  
Telephone: (702) 728-4577  
[karl@kaslawoffice.com](mailto:karl@kaslawoffice.com)  
*Attorney for Plaintiffs and Counterdefendant*

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

NANCY HAACK, an individual; and NRS  
REALTY GROUP, LLC, a Nevada Limited  
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SEAN EVENDEN an individual; ROGER  
AYALA; an individual; DOE Individuals I  
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Defendants.

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AYALA; an individual, and NRS REALTY  
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Company, d/b/a LIFE REALTY,

Counterclaimants,

vs.

NANCY HAACK, an individual.

Counterdefendant.

Case No.: A-17-753435

Dept. No.: 16

**DECISION AND ORDER**

TO: ALL PARTIES AND ATTORNEYS OF RECORD:

**PROCEDURAL HISTORY**

This matter came before the Court following the conclusion of a four-day bench trial wherein the preceding judge, the Honorable Judge Miley, issued a Decision and Order on June 17<sup>th</sup>, 2020, expressly finding Defendants liable to Ms. Haack on the following claims:

1 (1) breach of the implied covenant of good faith and fair dealing; and (2) breach of fiduciary  
2 duty. Additionally, the Trial Court awarded relief on Ms. Haack and NRS Realty Group,  
3 LLC's claims for accounting and indemnity. As to Defendants' counterclaims, the Trial court  
4 found in Ms. Haack's favor as to each and every one.

5 In order to facilitate the Trial Court's findings of liability, on the above claims, the  
6 Trial Court awarded in equity an accounting of NRS. *Id.*, at p. 26:16-23. The award directed  
7 that Ms. Haack nominate three (3) "independent accountants," from which the Defendants  
8 were to select one (1) to provide an accounting of NRS from 2016 through its closing. *Id.*  
9 The Trial Court's order further directed for costs of the accounting to be borne by  
10 Defendants, and following said accounting, for Defendants to pay to Ms. Haack one-third of  
11 the profits and value of NRS after accounting for distributions already received by Ms.  
12 Haack. *Id.*

13 Defendants appealed the Trial Court's Decision and Order on the basis that the  
14 referral of the issue of damages to an independent accountant for the calculation of a portion  
15 of the damages to be assessed against Defendants was violative of the Nevada Constitution.  
16 However, Defendants' appeal was dismissed by the Supreme Court, which concluded that the  
17 "appealed-from order determines that appellants [Defendants] are liable for money damages  
18 to respondents [Plaintiffs], the order does not actually award an amount of damages and  
19 contemplates further proceedings to determine that amount."

## 20 FINDINGS

21 After review and consideration of the points and authorities on file herein, and oral  
22 argument of counsel, without disturbing the factual findings of the prior Trial Court, and with  
23 the understanding that this Court's decision is limited to the record developed at trial, the  
24 Court determines as follows:

### 25 **1. Breach of Implied Covenant of Good Faith and Fair Dealing.**

26 The prior Trial Court found that Defendants breached the implied covenant of good  
27 faith and fair dealing. Without disturbing this factual finding, the Court required Plaintiff to  
28 determine, based upon the record developed at trial, the measure of damages, if any, suffered

1 by the Plaintiff due to the breach of the implied covenant of good faith and fair dealing. The  
2 Trial Court noted in its decision that although “Plaintiff may not have originally pled the loss  
3 of salary in her Second Amended Complaint, the salary taken by Sean Evenden and Roger  
4 Ayala is evidence of damages suffered by Nancy Haack in this Matter.”

5 **THE COURT FINDS**, that based upon the documentary and testimonial evidence  
6 adduced at trial, Sean Evenden and Roger Ayala took a total of \$247,253.33 in salary from  
7 the time they amended the Operating Agreement on May 1, 2017, through the time  
8 Defendants decided to cease operations on October 31, 2019.

9 **2. Breach of Fiduciary Duty.**

10 The prior Trial Court also found that Defendants breached their fiduciary duty to  
11 Nancy Haack. The Trial Court noted that Defendants’ salary was excessive in comparison to  
12 Nancy Haack’s allotted salary of zero dollars, and that the totality of Defendants’ actions  
13 once conflict began among the parties evidenced that Defendants intended to provide  
14 themselves a benefit they were unwilling to provide Nancy Haack. Without disturbing this  
15 factual finding, this Court also notes that NRS 86.286(5) establishes that members and  
16 managers of a Nevada limited liability company may by contract limit or even eliminate  
17 member’s and manager’s duties, they may not eliminate the implied contractual covenant of  
18 good faith and fair dealing. Accordingly, the prior Trial Court’s finding that Defendants’  
19 breached the implied covenant of good faith and fair dealing is likewise sufficient to establish  
20 liability on Plaintiff’s breach of fiduciary duty claim. The prior Trial Court awarded damages  
21 on this claim in favor of Nancy Haack “an equivalent amount of money in salary that they  
22 were paid after amending the Operating Agreement of NRS Realty Group, LLC.”. The Court  
23 required Plaintiff to determine, based upon the record developed at trial, the measure of  
24 damages, if any, suffered by the Plaintiff due to the Defendants’ breach of fiduciary duties, in  
25 place of a full accounting.

26 **THE COURT FINDS**, that based upon the documentary and testimonial evidence  
27 adduced at trial Sean Evenden and Roger Ayala took a total of \$247,253.33 in salary from  
28

1 the time Defendants amended the Operating Agreement without Plaintiff's consent, on May  
2 1, 2017, through December 31, 2019.

3 **3. Indemnity.**

4 The prior Trial Court found that "pursuant to Section 10 of the Operating Agreement,  
5 and consistent with Defendants' own concessions, Defendants are responsible to reimburse  
6 NRS for funds utilized to pay for the defense of Sean Evenden and Roger Ayala as they  
7 breached the covenant of good faith and fair dealing as well as their fiduciary duties." The  
8 prior Trial Court further ordered that "Defendants shall reimburse NRS Realty Group, LLC  
9 any monies provided by NRS Realty Group, LLC used towards Defendants' legal  
10 representation in this matter," but did not otherwise identify a sum certain. This Court  
11 required Plaintiff to determine, based upon the record developed at trial, the measure of  
12 reimbursement due.

13 **THE COURT FINDS**, that based upon the documentary and testimonial evidence  
14 adduced at trial, Sean Evenden and Roger Ayala utilized a total of \$160,475.78 of NRS  
15 Realty Group, LLC's funds for purposes of their legal representation in this matter.

16 **4. Accounting, Profits and Value of Company**

17 The prior Trial Court found that Defendants provided an accounting of NRS Realty  
18 Group, LLC during the course of discovery, which ended in October 2018. However, the  
19 prior Trial Court further found that it was "unable to make a valuation of the company or  
20 assess whether the profit distributions were paid proportionately." Accordingly, the prior  
21 Trial Court awarded in equity an "independent accounting of NRS Realty Group, LLC,  
22 including but not limited to, the profitability of the company from 2016 until the closing of  
23 NRS." The prior Trial Court further directed that the accounting "shall determine the value of  
24 NRS Realty Group, LLC at the time of its closing" The Court notes that Defendants' testified  
25 that NRS Realty Group, LLC ceased operations on October 31, 2019. Finally, the prior Trial  
26 Court ordered that Defendants Sean Evenden and Roger Ayala pay Nancy Haack one-third of  
27 the profits and value of NRS Realty Group, LLC, minus any distribution that Nancy Haack  
28 already received, based on said accounting.



1 This Court has determined that due to the procedural posture of this case, where a  
2 bench trial has resulted in the conclusion of Plaintiffs' and Defendants' cases in chief, its  
3 decision must be limited to the record developed at trial. Accordingly, this Court declined to  
4 award Plaintiff the "independent accounting" or alternatively refer the matter of accounting  
5 to a referee pursuant to NRCP 53. Instead, the Court directed Plaintiff to determine, based  
6 upon the record developed at trial, the measure of damages, if any in relation to this claim.  
7 The Court considered the evidence relating to lost revenues claim presented by Plaintiff for  
8 NRS Realty Group, LLC's operations in 2017, 2018 and prorated for 2019 in the amount of  
9 \$1,405,549.50. Plaintiff's briefing noted that Defendants testified at trial that their use of  
10 NRS Realty Group, LLC's revenues to pay expenses and overhead of their operations was a  
11 benefit of ownership, (which was denied to Ms. Haack). Accordingly, Plaintiff calculated  
12 damages for loss of benefits taken from profits, including salaries and legal fees, totaled  
13 \$927,674. Plaintiff relied on information reported on the annual taxes for 2017 and 2018 in  
14 evidence at trial and estimated from 2019 taxes not available at time of trial, as Discovery  
15 ended in October 2018.

16 **THE COURT FINDS** that the lost revenues calculation does not provide  
17 consideration of necessary expenses and overhead, and thus is an inappropriate basis to  
18 award damages in the instant action.

19 **ORDER**

20 For the foregoing reasons, **IT IS HEREBY ORDERED THAT** that judgment shall  
21 be awarded in favor of Plaintiff on her claims of (1) breach of the implied covenant of good  
22 faith and fair dealing and (2) breach of fiduciary duty against Defendants Sean Evenden and  
23 Roger Ayala. Damages are awarded to Plaintiff in the sum of \$247,253.33 with interest  
24 accruing thereon at the statutory rate, accruing from the date of the breach, May 1, 2017,  
25 until paid in full.

26 **IT IS FURTHER ORDERED** that judgment shall be awarded in favor Plaintiff on  
27 its indemnity claim against Defendants Sean Evenden and Roger Ayala. Damages shall be  
28 awarded to Plaintiff pursuant to Section 10 of NRS Realty Group, LLC's Operating

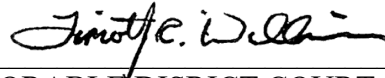
1 Agreement, in the sum of \$160,475.78, with interest accruing thereon at the statutory rate,  
2 accruing from the date monies were first advanced, May 4, 2017, until paid in full.

3 **IT IS FURTHER ORDERED** that The Court retains jurisdiction to amend this  
4 judgment to reflect additional amounts accrued, to award attorney fees and costs of suit, and  
5 Plaintiffs may amend it as appropriate.

6 **IT IS SO ORDERED.**

7 DATED this \_\_\_\_\_ Day of January, 2022.

8  
9 Dated this 31st day of January, 2022

10 

11 HONORABLE DISTRICT COURT JUDGE

12 E1A B50 3709 A7F9  
13 Timothy C. Williams  
14 District Court Judge

MH

15 *Respectfully Submitted by:*  
16 **Law Office of Karl A. Shelton**

17 *Seen and Objected:*  
18 **The VerStandig Law Firm, LLC**

19 /s/ Karl A. Shelton  
20 KARL A. SHELTON, ESQ.  
21 Nevada Bar No. 12868  
22 8275 South Eastern Ave, Suite 200  
23 Las Vegas, NV 89123  
24 *Attorney for the Plaintiffs and*  
25 *Counterdefendant*

26 /s/ Maurice VerStandig  
27 Maurice VerStandig, Esq.  
28 Nevada Bar No. 15346  
1452 W. Horizon Ridge Pkwy #665  
Henderson, NV 89012  
*Attorney for Defendants/Counterclaimants*

## Karl Shelton

---

**From:** Mac VerStandig <mac@mbvesq.com>  
**Sent:** Friday, January 21, 2022 3:33 PM  
**To:** Karl Shelton  
**Subject:** Re: Haack v. Evenden

Karl,

I'm away from my computer, but you can sign my name as "Seen and objected," if you need to file before COB.

Thanks,

Maurice "Mac" VerStandig, Esq.  
The VerStandig Law Firm, LLC  
Phone: [\(301\)444-4600](tel:(301)444-4600)  
Cell: [\(240\)351-6442](tel:(240)351-6442)  
Facsimile: [\(301\)444-4600](tel:(301)444-4600)  
[mac@mbvesq.com](mailto:mac@mbvesq.com)  
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Maryland Mailing Address:  
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**Subject:** Haack v. Evenden

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Karl A. Shelton, Esq.

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6 Nancy Haack, Plaintiff(s)

CASE NO: A-17-753435-C

7 vs.

DEPT. NO. Department 16

8 Sean Evenden, Defendant(s)

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17 "Sterling Kerr, Esq" .

sterling@sterlingkerrlaw.com

18 "Taylor Simpson, Esq." .

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19 Patrick J. Sheehan .

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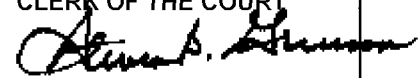
25 Garrett Chase

garrett@shumwayvan.com

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John Holiday	attorney@johnny.holiday
Maurice VerStandig	mac@mbvesq.com
Karl Shelton	karl@kaslawoffice.com
Chelsea Shehan	chelsea@shumwayvan.com



DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*\*

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

Plaintiffs,

v.

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

Defendants,

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

Counterclaimants,

v.

NANCY HAACK, an individual.

Counter-defendants.

CASE NO.: A-17-753435-C

DEPARTMENT XXIII

DECISION & ORDER

I. INTRODUCTION

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

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

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

## 15 II. STATEMENT OF FACTS AND PROCEDURAL HISTORY

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 4 III. TESTIMONY FROM WITNESSES

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

#### 7 A. Sean Evenden

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

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

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

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

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

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

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

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

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

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

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

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

**B. Jefrie Felton**

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

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

**C. Roger Ayala**

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

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

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

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

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

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

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

20 **D. Nancy Haack**

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

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

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

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

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

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



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

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

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

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

6 **E. Crystal Elijah-Ramos**

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

14 **F. Joseph Leauanae**

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

27 ///

28 ///

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 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

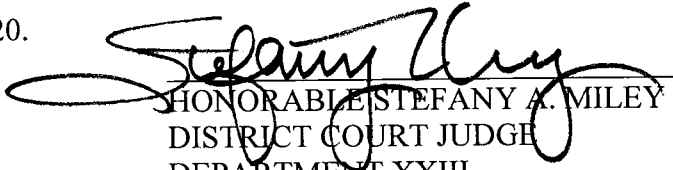
13 IT IS FURTHER ORDERED, pursuant to the Operating Agreement, Defendants  
14 shall reimburse NRS Realty Group, LLC any monies provided by NRS Realty Group,  
15 LLC, used towards Defendants' legal representation in this matter.  
16

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.

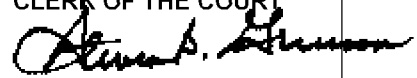
3  
4   
5 HONORABLE STEFANY A. MILEY  
6 DISTRICT COURT JUDGE  
7 DEPARTMENT XXIII

8 **CERTIFICATE OF SERVICE**

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

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28 By: 

Carmen Alper  
Judicial Executive Assistant  
Department XXIII



1 **SHUMWAY VAN**  
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12 *Attorney for Plaintiffs and Counterdefendant.*

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

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

18 Plaintiffs,

19 vs.

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

24 Defendants.

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

Counterclaimants,

vs.

NANCY HAACK, an individual.

Counterdefendant.

Case No.: A-17-753435-C

Dept No.: 23

**NOTICE OF ENTRY OF ORDER**

...

...

...

...

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

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

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

7 SHUMWAY VAN

8  
9 By: 

10 MICHAEL C. VAN, ESQ.

11 Nevada Bar No. 3876

12 KARL A. SHELTON, ESQ.

13 Nevada Bar No. 12868

14 8985 South Eastern Avenue, Suite 100

15 Las Vegas, Nevada 89123

16 *Attorneys for Plaintiff and*

17 *Counterdefendant*  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

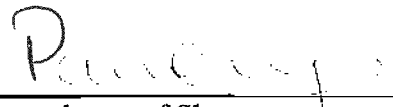
SHUMWAY VAN  
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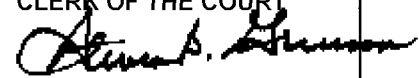
**CERTIFICATE OF SERVICE**

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

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

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

  
An employee of Shumway



DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*\*

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

Plaintiffs,

v.

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

Defendants,

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

Counterclaimants,

v.

NANCY HAACK, an individual.

Counter-defendants.

CASE NO.: A-17-753435-C

DEPARTMENT XXIII

DECISION & ORDER

I. INTRODUCTION

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

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

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

## 15 II. STATEMENT OF FACTS AND PROCEDURAL HISTORY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

### 4 III. TESTIMONY FROM WITNESSES

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

#### 7 A. Sean Evenden

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

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

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

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

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

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

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

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

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

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

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

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

4 **B. Jefrie Felton**

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

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

16 **C. Roger Ayala**

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

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

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

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

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

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

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

20 **D. Nancy Haack**

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

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

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

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

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

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

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

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

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

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

6 **E. Crystal Elijah-Ramos**

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

14 **F. Joseph Leauanae**

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

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

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

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

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

---

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

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

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

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

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

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

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

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

9  
10 Plaintiff asserted the same arguments for this cause of action as she did for the  
11 breach of contract claim. She argued that Defendants breached the implied covenant by  
12 breaching the Agreement. Defendants asserted that they never breached the Agreement in  
13 the first place; Haack was the breaching party.

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

27 ///

28 ///

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

5 **V. ORDER**

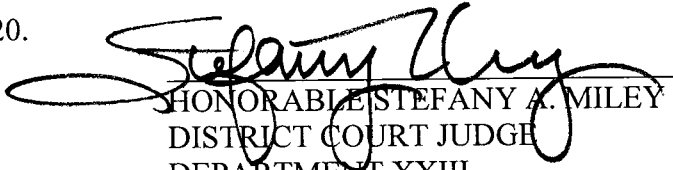
6 For the foregoing reasons, IT IS HEREBY ORDERED, judgement shall be  
7 awarded in favor of Plaintiff Nancy Haack on her claims of (1) breach of the implied  
8 covenant of good faith and fair dealing and (2) breach of fiduciary duty against Defendants  
9 Sean Evenden and Roger Ayala. Defendants Sean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

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

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

26 IT IS SO ORDERED.  
27  
28

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

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HONORABLE STEFANY A. MILEY  
DISTRICT COURT JUDGE  
DEPARTMENT XXIII

**CERTIFICATE OF SERVICE**

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

By: 

Carmen Alper  
Judicial Executive Assistant  
Department XXIII

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****June 20, 2017**

A-17-753435-C

Nancy Haack, Plaintiff(s)

vs.

Sean Evenden, Defendant(s)

**June 20, 2017****9:30 AM****Motion to Dismiss**

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

**HEARD BY:** Miley, Stefany**COURTROOM:** RJC Courtroom 12C**COURT CLERK:** Katherine Streuber**RECORDER:** Maria Garibay**REPORTER:****PARTIES****PRESENT:**

Sheehan, Patrick J.

Attorney

Simpson, Taylor

Attorney

**JOURNAL ENTRIES**

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



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Tort

COURT MINUTES

January 23, 2018

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

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

COURTROOM: RJC Courtroom 12C

COURT CLERK: Katherine Streuber

RECORDER: Maria Garibay

REPORTER:

**PARTIES**

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

**JOURNAL ENTRIES**

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Tort

COURT MINUTES

May 15, 2018

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

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

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

**JOURNAL ENTRIES**

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

11-06-18 11:00 AM CALENDAR CALL

**A-17-753435-C**

11-13-18 1:00 PM BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Tort

COURT MINUTES

September 25, 2018

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

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

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

**JOURNAL ENTRIES**

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

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

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

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

PRINT DATE: 08/30/2022

Page 6 of 65

Minutes Date: June 20, 2017

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

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

**JOURNAL ENTRIES**

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

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

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

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

**COURT CLERK:** Katherine Streuber

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

### **JOURNAL ENTRIES**

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

04-09-19 11:00 AM CALENDAR CALL

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

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



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**January 31, 2019**

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

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

**COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**April 08, 2019**

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

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

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

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

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

**JOURNAL ENTRIES**

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

05-13-19 1:00 PM BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****April 16, 2019**

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

**April 16, 2019      9:30 AM      Status Check      Status Check Re:  
    Trial Readiness**

**HEARD BY:** Bixler, James      **COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

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

**JOURNAL ENTRIES**

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

06-18-19 11:00 AM CALENDAR CALL

07-17-19 1:00 PM BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**June 11, 2019**

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

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

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

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

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

**JOURNAL ENTRIES**

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Tort

COURT MINUTES

July 02, 2019

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

July 02, 2019

9:30 AM

Status Check

**Status Check:  
Resetting of Bench  
Trial**

HEARD BY: Miley, Stefany

COURTROOM: RJC Courtroom 12C

COURT CLERK: Katherine Streuber

RECORDER: Maria Garibay

REPORTER:

**PARTIES**

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

**JOURNAL ENTRIES**

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

11-05-19 11:00 AM CALENDAR CALL

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****September 10, 2019**

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

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

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

**JOURNAL ENTRIES**

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

**MATTER RECALLED:**

Mr. Shelton, present. Mr. Sheehan advised he has no opposition to motion. Mr. Shelton indicated counsel is seeking to withdraw. COURT ORDERED, motion GRANTED. Statement by Pltf. Haack. Mr. Sheehan stated he does not want trial continued. FURTHER ORDERED, matter SET for status

check.

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Other Tort

## COURT MINUTES

October 08, 2019

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

October 08, 2019	9:30 AM	Status Check	Status Check: Counsel for NRS Realty Group, LLC
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**HEARD BY:** Miley, Stefany **COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

## PARTIES

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

## JOURNAL ENTRIES

- Mr. John Holiday present on behalf of Plaintiffs. COURT ORDERED, trial date STANDS.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**November 05, 2019**

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

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

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

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

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

**JOURNAL ENTRIES**

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**November 18, 2019**

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

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

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

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

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

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Other Tort

# COURT MINUTES

November 25, 2019

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

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

**COURT CLERK:** Katherine Streuber

**RECORDER:** Rebeca Gomez

**REPORTER:**

## PARTIES

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

## JOURNAL ENTRIES

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

02-04-20 11:00 AM CALENDAR CALL

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**December 23, 2019**

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

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

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

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

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

**JOURNAL ENTRIES**

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****January 14, 2020**

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

<b>January 14, 2020</b>	<b>9:30 AM</b>	<b>All Pending Motions</b>	<b>Show Cause Hearing; Motion for Order to Show Cause why Sean Evenden and Roger Ayala Should Not Be Held in Contempt and to Compel Defendants to Make Mandatory Supplemental Disclosures Pursuant to NRCP 26(e)(1)</b>
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**HEARD BY:** Miley, Stefany**COURTROOM:** RJC Courtroom 12C**COURT CLERK:** Katherine Streuber**RECORDER:** Maria Garibay**REPORTER:****PARTIES**

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

**JOURNAL ENTRIES**

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

A-17-753435-C

Nancy Haack, Plaintiff(s)

vs.

Sean Evenden, Defendant(s)

**February 04, 2020****11:00 AM****All Pending Motions**

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

**HEARD BY:** Miley, Stefany**COURTROOM:** RJC Courtroom 12C**COURT CLERK:** Katherine Streuber**RECORDER:** Maria Garibay**REPORTER:****PARTIES****PRESENT:**

Haack, Nancy

Plaintiff

Counter Defendant

Holiday, John

Attorney

Sheehan, Patrick J.

Attorney

**JOURNAL ENTRIES**

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

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

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

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

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

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

**JOURNAL ENTRIES**

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

02-19-20 1:00 PM BENCH TRIAL



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**February 19, 2020**

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A-17-753435-C	Nancy Haack, Plaintiff(s) vs. Sean Evenden, Defendant(s)
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**February 19, 2020      1:00 PM      Bench Trial - FIRM**

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

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

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

**JOURNAL ENTRIES**

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

02-20-20 9:30 AM BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

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

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

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

**COURT CLERK:** Louisa Garcia

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

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

**JOURNAL ENTRIES**

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

CONTINUED TO 2/21/20 9:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

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

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

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

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

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

**JOURNAL ENTRIES**

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

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

A-17-753435-C

Nancy Haack, Plaintiff(s)

vs.

Sean Evenden, Defendant(s)

**April 07, 2020****9:30 AM****Motion**

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

**HEARD BY:** Miley, Stefany**COURTROOM:** RJC Courtroom 12C**COURT CLERK:** Katherine Streuber**RECORDER:** Maria Garibay**REPORTER:****PARTIES****PRESENT:**

Haack, Nancy

Plaintiff

Counter Defendant

Holiday, John

Attorney

Sheehan, Patrick J.

Attorney

**JOURNAL ENTRIES**

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**May 21, 2020**

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

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**May 21, 2020**

**3:00 AM**

**Decision**

**Decision - Bench  
Trial**

**HEARD BY:** Miley, Stefany

**COURTROOM:** RJC Courtroom 12C

**COURT CLERK:** Katherine Streuber

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**

**JOURNAL ENTRIES**

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Other Tort

## COURT MINUTES

**June 17, 2020**

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

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

**COURT CLERK:** Katherine Streuber

**RECORDER:** Maria Garibay

**REPORTER:**

## PARTIES

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

## JOURNAL ENTRIES

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**February 23, 2021**

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

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**February 23, 2021      8:00 AM      Minute Order**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** Chambers

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically  
Please be advised that pursuant to Administrative Orders 20-10 and 20-24, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conferences through BlueJeans conferencing, wherein you dial in prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number is:  
Dial the following number: 1-408-419-1715  
Meeting ID: 552 243 859  
To connect, dial the telephone number then enter the meeting ID followed by #.  
PLEASE NOTE the following protocol each participant will be required to follow:  
Place your telephone on mute while waiting for your matter to be called.  
Do not place the conference on hold as it may play wait/hold music to others.  
Identify yourself before speaking each and every time as a record is being made.  
Please be mindful of sounds of rustling of papers or coughing.

CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Tort

COURT MINUTES

March 02, 2021

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

**March 02, 2021      9:05 AM      All Pending Motions**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:** Peggy Isom

**PARTIES**

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

**JOURNAL ENTRIES**

- APPEARANCES CONTINUED: Evan Thalgott, Esq. present for Pltf. Maurice VerStandig, Esq. present for Deft.

PLAINTIFFS NANCY HAACK AND NRS REALTY GROUP, LLC'S MOTION FOR ATTORNEY FEES AND COSTS...PLAINTIFF'S MOTION TO RETAX COSTS AND OPPOSITION TO MEMORANDUM OF COSTS AND DISBURSEMENTS...OPPOSITION TO MOTION FOR ATTORNEYS FEES AND COSTS AND COUNTERMOTION FOR ATTORNEYS FEES

Hearing held telephonically. Discussion and arguments by counsel regarding whether instant matters are premature in light of pending mandate from Supreme Court of Nevada. Court noted stipulation reached by the parties with regard to a waiver of the time requirement. COURT ORDERED, status check SET in 60 days regarding, 1) decision by the Supreme Court, and 2) whether it is appropriate to proceeds with today s matters. Court stated it will provide notice if Supreme Court order is issued sooner.



4/29/21 9:00 AM STATUS CHECK: DECISION BY SUPREME COURT/WHETHER IT IS  
APPROPRIATE TO RESET PENDING FEES AND COSTS MATTERS (FROM 3/2/21 HEARING)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**April 19, 2021**

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

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<b>April 19, 2021</b>	<b>8:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Orders 21-03, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is:

Dial the following number: 1-408-419-1715

Meeting ID: 552 243 859

Online: <https://bluejeans.com/552243859>

To connect by phone, dial the telephone number, then the meeting ID, followed by #.

PLEASE NOTE the following protocol each participant will be required to follow:

Place your telephone on mute while waiting for your matter to be called.

Do not place the conference on hold as it may play wait/hold music to others.

Identify yourself before speaking each and every time as a record is being made.

Please be mindful of sounds of rustling of papers or coughing.

CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**April 29, 2021**

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

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**April 29, 2021      9:00 AM      Status Check**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

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

**JOURNAL ENTRIES**

- APPEARANCE CONTINUED: Maurice VerStandig, Esq. present for Deft.

Hearing held by BlueJeans remote conferencing. Colloquy regarding short briefing on how to proceed. There being agreement, COURT ORDERED, parties to submit 5-page memorandums regarding where case is at procedurally including 1 page addressing trial protocol. COURT FURTHER ORDERED, status check matter CONTINUED to 5/25/21.

CONTINUED TO: 5/25/21 9:00 AM STATUS CHECK: DECISION BY SUPREME COURT/WHETHER IT IS APPROPRIATE TO RESET PENDING FEES AND COSTS MATTERS (FROM 3/2/21 HEARING)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**May 17, 2021**

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

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<b>May 17, 2021</b>	<b>8:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Orders 21-03, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is:

Dial the following number: 1-408-419-1715

Meeting ID: 552 243 859

Online: <https://bluejeans.com/552243859>

To connect by phone, dial the telephone number, then the meeting ID, followed by #.

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Identify yourself before speaking each and every time as a record is being made.

Please be mindful of sounds of rustling of papers or coughing.

CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**May 25, 2021**

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

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**May 25, 2021      9:00 AM      Status Check**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- APPEARANCES: Karl Shelton, Esq. present for Pltf. Maurice VerStandig, Esq. present for Defts. Evan Thalgott, Esq. present for Shumway party.

Hearing held by BlueJeans remote conferencing. Mr. Shelton reviewed matter history. Court stated it was not notified briefs had been transmitted. Colloquy regarding availability for short continuance of matter. There being agreement, COURT ORDERED, matter CONTINUED to 6/1/21 at 9:05 a.m. Court Clerk advised BlueJeans connection information for next hearing will be the same as used today.

CONTINUED TO: 6/1/21 9:05 AM STATUS CHECK: DECISION BY SUPREME COURT/WHETHER IT IS APPROPRIATE TO RESET PENDING FEES AND COSTS MATTERS (FROM 3/2/21 HEARING)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****June 01, 2021**

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

**June 01, 2021****8:00 AM****Minute Order****HEARD BY:** Williams, Timothy C.**COURTROOM:** Chambers**COURT CLERK:** Christopher Darling**RECORDER:****REPORTER:****PARTIES****PRESENT:**

**JOURNAL ENTRIES**

- In light of the unique procedural posture of this case where there has been a bench trial which resulted in the conclusion of the Plaintiff s case in chief and the Defense s case in chief, the Court feels that any decision made will be limited to the record as developed during the trial of the instant action. Consequently, this Court will consider what damages, if any, can be discerned from the trial record in this case with all parties having opportunity to brief, focusing on the damages claim, if any, developed during the trial. As a result, the Court shall set a status check in 30 days in order to determine the appropriate briefing schedule and hearing date.

Counsel on behalf of Defendant Sean Evenden shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order, but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature.

CLERK'S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****June 01, 2021**

A-17-753435-C

Nancy Haack, Plaintiff(s)

vs.

Sean Evenden, Defendant(s)

**June 01, 2021****9:05 AM****Status Check****See 6/1/21 Minute  
Order****HEARD BY:** Williams, Timothy C.**COURTROOM:** RJC Courtroom 03H**COURT CLERK:** Christopher Darling**RECORDER:** Angelica Michaux**REPORTER:****PARTIES****PRESENT:**

**JOURNAL ENTRIES**

- APPEARANCES: Karl Shelton, Esq. present for Pltf. Maurice VerStandig, Esq. present for Deft.

Hearing held by BlueJeans remote conferencing. Argument by Mr. Shelton in support of independent Special Master to perform equity accounting and adhere closely to Judge Miley's original order. Argument by Mr. VerStandig in support of mechanism to address damages including briefing, or in the alternative, new trial. Court stated it will further review the record and issue minute order decision today or tomorrow.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**June 22, 2021**

---

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

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**June 22, 2021      8:00 AM      Minute Order**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** Chambers

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is:

Dial the following number: 1-408-419-1715

Meeting ID: 552 243 859

Online: <https://bluejeans.com/552243859>

To connect by phone, dial the telephone number, then the meeting ID, followed by #.

PLEASE NOTE the following protocol each participant will be required to follow:

Place your telephone on mute while waiting for your matter to be called.

Do not place the conference on hold as it may play wait/hold music to others.

Identify yourself before speaking each and every time as a record is being made.

Please be mindful of sounds of rustling of papers or coughing.

CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**June 22, 2021**

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

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**June 22, 2021      9:00 AM      Status Check**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**      Shelton, Karl A.      Attorney

**JOURNAL ENTRIES**

- Hearing held by BlueJeans remote conferencing. Court noted counsel for Deft. not present. Colloquy regarding resetting matter and notifying parties including contact information for Defense. COURT ORDERED, matter CONTINUED to 6/24/21.

CONTINUED TO: 6/24/21 9:00 AM STATUS CHECK AS TO LANGUAGE IN 6-1-21 MINUTE ORDER AND WHETHER FINDINGS OF FACT ARE APPROPRIATE

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**June 24, 2021**

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

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**June 24, 2021      9:00 AM      Status Check**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**      Shelton, Karl A.      Attorney  
VerStandig, Maurice      Attorney

**JOURNAL ENTRIES**

- Hearing held by BlueJeans remote conferencing. Court stated direction for findings language customarily used does not apply to decision at issue. Court noted next hearing in this case is 7/13/21.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**July 06, 2021**

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

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**July 06, 2021      3:00 AM      Minute Order**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** Chambers

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is:

Dial the following number: 1-408-419-1715

Meeting ID: 305 354 001

Online: <https://bluejeans.com/305354001>

To connect by phone, dial the telephone number, then the meeting ID, followed by #.

PLEASE NOTE the following protocol each participant will be required to follow:

Place your telephone on mute while waiting for your matter to be called.

Do not place the conference on hold as it may play wait/hold music to others.

Identify yourself before speaking each and every time as a record is being made.

Please be mindful of sounds of rustling of papers or coughing.

CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**July 12, 2021**

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

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**July 12, 2021      3:00 AM      Minute Order**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** Chambers

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is:

Dial the following number: 1-408-419-1715

Meeting ID: 305 354 001

Participant Passcode: 2258

Online: <https://bluejeans.com/305354001/2258>

To connect by phone, dial the telephone number, then the meeting ID, followed by #.

PLEASE NOTE the following protocol each participant will be required to follow:

Place your telephone on mute while waiting for your matter to be called.

Do not place the conference on hold as it may play wait/hold music to others.

Identify yourself before speaking each and every time as a record is being made.

Please be mindful of sounds of rustling of papers or coughing.

CLERK S NOTE: A copy of this Amended Minute Order has been electronically served to all



registered users on this case in the Eighth Judicial District Court Electronic Filing System.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**July 13, 2021**

---

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

---

**July 13, 2021      9:00 AM      Status Check**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**      Shelton, Karl A.      Attorney  
VerStandig, Maurice      Attorney

**JOURNAL ENTRIES**

- Hearing held by BlueJeans remote conferencing. Colloquy regarding setting briefing and hearing in light of transcript and exhibits. COURT ORDERED, briefing and hearing as follows: Opening Brief DUE 8/27/21; Opposition Brief DUE 9/10/21; Reply Brief DUE 9/20/21; Hearing SET 10/5/21. Upon Court's inquiry, Mr. Shelton advised he will prepare today's order as far as scheduling is concerned.

10/5/21 9:05 AM HEARING: ISSUE OF DAMAGES CLAIM FROM TRIAL RECORD

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**September 28, 2021**

---

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

---

**September 28, 2021      3:00 AM      Minute Order**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** Chambers

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Remotely

Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters be heard remotely. The court utilizes BlueJeans for remote conferencing wherein you appear and participate by phone or through an internet enabled device. Please be sure to check in with the Courtroom Clerk at 8:55 a.m. on the date of your hearing. The call-in number or website to connect is:

Telephone:

Dial: 1-408-419-1715

Meeting ID: 305 354 001

Participant Passcode: 2258

Smartphone/Computer:

Website: <https://bluejeans.com/305354001/2258>

If you appear by phone, please bear in mind: first, dial the telephone number, then meeting ID followed by #, and finally the participate passcode followed by #; secondly, dial \*4 to unmute when you are ready to do so.

If you appear by smartphone or computer, please bear in mind: enter the website address in your device's browser exactly as shown above and follow the instructions on screen; optionally, download the BlueJeans app as indicated on this same website. If you wish to test your audio/video in advance of the hearing, please visit <https://bluejeans.com/111>.

Protocol each participant will be required to follow:

- Place your telephone on mute while waiting for your matter to be called.
- Do not place the conference on hold as it may play wait/hold music to others.
- Identify yourself before speaking each and every time as a record is being made.
- Wait for the line to clear before speaking as the conference audio is one-way.
- Be mindful of background noises and echoing from using multiple devices.

BlueJeans chat will not be available while court is in session. If you need to report an issue affecting your ability to appear, please send an email marked urgent to the following addresses: JEA, Lynn Berkheimer [Dept16EA@clarkcountycourts.us]; Law Clerk, Michael Holthus [Dept16LC@clarkcountycourts.us]; Court Clerk, Chris CJ Darling [DarlingC@clarkcountycourts.us]

CLERK'S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**October 05, 2021**

---

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

---

**October 05, 2021      9:05 AM      Hearing**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:** Deloris Scott

**REPORTER:**

**PARTIES**

**PRESENT:**      Sheehan, Patrick J.      Attorney  
VerStandig, Maurice      Attorney

**JOURNAL ENTRIES**

- APPEARANCES CONTINUED: John Holiday, Esq. also present.

Hearing held by BlueJeans remote conferencing. Arguments by Mr. Shelton and Mr. VerStandig. Colloquy regarding supplementation. COURT ORDERED, approximately 2-page supplemental matrix DUE from Pltf. on 10/19/21; supplemental response DUE from Deft. on 11/2/21; Chambers Decision SET 11/16/21.

11/16/21 CHAMBERS DECISION: ISSUE OF DAMAGES CLAIM FROM TRIAL RECORD

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**November 03, 2021**

---

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

---

**November 03, 2021      3:00 AM      Status Check**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** Chambers

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department notes receipt of supplements. Matter under submission.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**November 16, 2021**

---

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

---

**November 16, 2021      3:00 AM      Hearing      See 12/22/21 Minute Order**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** Chambers

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Matter under submission; decision forthcoming.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**December 22, 2021**

---

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

---

**December 22, 2021      3:00 AM      Minute Order**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** Chambers

**COURT CLERK:** Christopher Darling  
Maricela Grant

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- After review and consideration of the points and authorities on file herein, and oral argument of counsel, the Court determined as follows:

It must be pointed out that this Court's decision is limited to the record developed at trial, and any assessment of damages that would be appropriate. In addition, based on the Nevada Supreme Court's Order Dismissing the appeal, it is apparent that the Trial Court's prior Order is not an appealable final judgment. Consequently, as the Nevada Supreme Court noted, [a]lthough the appealed from Order determines that Appellants are liable for money damages to Respondents, the Order does not actually award an amount of damages and contemplates further proceedings to determine that amount. Until that determination is made there is no judgment to enforce.

Reviewing the prior Trial Court's decision, it found that Defendants Sean Evenden and Roger Ayala did not breach their contract with Plaintiff Nancy Haack. On the next claim, the prior Trial Court found that Defendants did breach the implied covenant of good faith and fair dealings. Without disturbing this factual finding, this Court required Plaintiff to determine, based on the record developed at trial, what damages, if any, were suffered by Plaintiff due to the breach of the covenant of good faith and fair dealing. As the Trial Court noted in its decision, [w]hile Plaintiff may not have originally pled the loss of salary in her Second Amended Complaint, the salary taken by Sean Evenden and Roger Ayala is evidence of damages suffered by Nancy Haack in this matter. They



deliberately amended the Agreement to provide a salary for themselves on account of the work they had to do for NRS after Nancy Haack was no longer involved in the office. The parties agreed that salaries would be appropriate once the business was profitable. The business was profitable, Nancy Haack was and is still a member of NRS, and she was entitled to any salary that Sean Evenden and Roger Ayala amended the Agreement to provide.

Additionally, the Trial Court found in favor of Plaintiff as to the Breach of Fiduciary Duty by forming the new business Life Real Estate and using the Life Realty Trademark.

Next, with regards to Plaintiff's indemnity claim, the prior Court found that pursuant to Section 10 of the Operating Agreement, and consistent with Defendants' own concessions, Defendants are responsible to reimburse NRS for funds utilized to pay for the defense of Sean Evenden and Roger Ayala as they breached the covenant of good faith and fair dealings.

Therefore, based on the Trial Court's finding whereby Defendants Messrs, Evenden and Ayala breached the implied covenant of good faith and fair dealings and breach of fiduciary duty claim, damages shall be awarded to Plaintiff in the sum of \$247,253.33.

As to the indemnity claim, pursuant to Section 10 of the Operating Agreement, damages in the sum of \$160,475.78 shall be awarded to Plaintiff.

The Court did consider other damage claims such as allegations of lost revenues for 2017, 2018, and prorated for 2019 in the amount of \$1,405,549.50. However, a lost revenues calculation without consideration of necessary expenses and overhead would be an inappropriate basis to award damages in the instant action.

Based on the foregoing, Plaintiff's award of damage for the breach of the covenant of good faith and fair dealings, and breach of fiduciary duty shall be the sum of \$247,253.33. Also, as to the indemnity claim, Plaintiff shall be awarded the sum of \$160,475.78.

Counsel on behalf of Plaintiff Nancy Haack shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections prior to submitting to the Court for review and signature.

CLERK'S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****March 16, 2022**

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

**March 16, 2022      3:00 AM      Minute Order**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** Chambers

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Remotely

Effective December 20, 2021, Department 16 has relocated to Courtroom 16C. The court utilizes and prefers BlueJeans for remote conferencing on all status checks, Rule 16 conferences, and unopposed motions wherein you participate by phone or through an internet enabled device. Live appearances for OPPOSED motions are now allowed. Counsel may still appear via BlueJeans audio/video for opposed motions if they prefer. Please be sure to check in with the Courtroom Clerk at 8:55 a.m. on the date of your hearing. The call-in number or website to connect is:

Telephone:  
 Dial: 1-408-419-1715  
 Meeting ID: 305 354 001  
 Participant Passcode: 2258  
 Smartphone/Computer:  
 Website: <https://bluejeans.com/305354001/2258>

If you appear by phone, please bear in mind: first, dial the telephone number, then meeting ID followed by #, and finally the participate passcode followed by #; secondly, dial \*4 to unmute when

you are ready to do so.

If you appear by smartphone or computer, please bear in mind: enter the website address in your device's browser exactly as shown above and follow the instructions on screen; optionally, download the BlueJeans app as indicated on this same website. If you wish to test your audio/video in advance of the hearing, please visit <https://bluejeans.com/111>.

Protocol each participant will be required to follow:

- Place your telephone on mute while waiting for your matter to be called.
- Do not place the conference on hold as it may play wait/hold music to others.
- Identify yourself before speaking each and every time as a record is being made.
- Wait for the line to clear before speaking as the conference audio is one-way.
- Be mindful of background noises and echoing from using multiple devices.

BlueJeans chat will not be available while court is in session. If you need to report an issue affecting your ability to appear, please send an email marked urgent to the following addresses: JEA, Lynn Berkheimer [Dept16EA@clarkcountycourts.us]; Law Clerk, Michael Holthus [Dept16LC@clarkcountycourts.us]; Court Clerk, Chris CJ Darling [DarlingC@clarkcountycourts.us]

CLERK'S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**March 22, 2022**

---

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

---

**March 22, 2022      9:05 AM      Motion for Clarification**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 16C

**COURT CLERK:** Christopher Darling

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

**PRESENT:**      Shelton, Karl A.      Attorney  
VerStandig, Maurice      Attorney

**JOURNAL ENTRIES**

- Hearing held live and by BlueJeans remote conferencing. Arguments by counsel. Colloquy regarding whether to consolidate pending matters. There being agreement, COURT ORDERED, Motion to Alter or Amend RESET from 4/21/22 to 4/19/22; Motion for Clarification CONTINUED to 4/19/21.

CONTINUED TO: 4/19/22 9:05 AM DEFENDANT'S MOTION FOR CLARIFICATION

RESET TO: 4/19/22 9:05 AM DEFENDANT'S [243] MOTION TO ALTER OR AMEND JUDGMENT OR, IN THE ALTERNATIVE, FOR A NEW TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**April 19, 2022**

---

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

---

**April 19, 2022      9:05 AM      All Pending Motions**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 16C

**COURT CLERK:** Christopher Darling

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Ayala, Roger	Defendant
		Counter Claimant
	Haack, Nancy	Plaintiff
		Counter Defendant
	Shelton, Karl A.	Attorney
	VerStandig, Maurice	Attorney

**JOURNAL ENTRIES**

- APPEARANCES CONTINUED: John Holiday, non-party "friend of the court", also present.

Hearing held live and by BlueJeans remote conferencing.

DEFENDANT'S MOTION FOR CLARIFICATION...DEFENDANT'S [243] MOTION TO ALTER OR AMEND JUDGMENT OR, IN THE ALTERNATIVE, FOR A NEW TRIAL  
Arguments by Mr. VerStandig and Mr. Shelton; statement by Mr. Holiday. Court stated will review matter; decision forthcoming.

PLAINTIFF'S MOTION FOR ATTORNEY FEES AND COSTS...DEFENDANTS' OPPOSITION TO MOTION FOR ATTORNEY FEES AND COSTS AND COUNTERMOTION FOR ATTORNEYS' FEES  
Mr. VerStandig requested fee hearing be another day; COURT SO ORDERED.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**June 06, 2022**

---

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

---

**June 06, 2022**

**3:00 AM**

**Minute Order**

**HEARD BY:** Williams, Timothy C.

**COURTROOM:** Chambers

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**

**JOURNAL ENTRIES**

- After review and consideration of the points and authorities on file herein and oral argument of counsel, the Court determined as follows:

Pursuant to NRCP 59(a), this Court shall grant a new trial. Consequently, Defendant Roger Ayala and Sean Evenden s Motion to Alter or Amend the Judgment or in the Alternative, for a New Trial shall be GRANTED. Additionally, Defendant s Motion for Clarification shall be DENIED as moot.

Counsel on behalf of Defendant Roger Ayala and Sean Evenden shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections prior to submitting to the Court for review and signature.

CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort**

**COURT MINUTES**

**June 07, 2022**

---

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

---

**June 07, 2022      9:05 AM      Motion to Stay**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 16C

**COURT CLERK:** Christopher Darling

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

**PRESENT:**      Shelton, Karl A.      Attorney  
VerStandig, Maurice      Attorney

**JOURNAL ENTRIES**

- Hearing held live and by BlueJeans remote conferencing. Upon Court's inquiry, Mr. VerStandig advised he and Mr. Shelton had discussion yesterday and concur that instant matter should be moot. Colloquy regarding setting status check to set trial. There being agreement, COURT ORDERED, Status Check SET 7/19/22 regarding setting trial.

7/19/22 9:00 AM STATUS CHECK: RESET TRIAL DATE

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Tort****COURT MINUTES****July 19, 2022**

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

**July 19, 2022****9:00 AM****Status Check: Reset Trial  
Date****HEARD BY:** Williams, Timothy C.**COURTROOM:** RJC Courtroom 16C**COURT CLERK:** Christopher Darling**RECORDER:** Maria Garibay**REPORTER:****PARTIES**

**PRESENT:**      Hone, Eric D.      Attorney  
VerStandig, Maurice      Attorney

**JOURNAL ENTRIES**

- Hearing held in-person and by BlueJeans remote conferencing. Mr. VerStandig advised parties met and conferred and suggested trial in December. Mr. VerStandig further advised parties will prepare a trial order to include related issues and anticipates trial being 3-4 days. Mr. Hone advised possible exception in that certain appeal being contemplated. There being agreement, COURT ORDERED, Trial SET 2/6/23; Status Check SET 9/1/22 regarding the appeal. Upon Court's inquiry, Mr. VerStandig advised he will prepare the trial order. Court stated will adopt an agreed upon case schedule.

9/1/22 9:00 AM STATUS CHECK: APPEAL

1/26/23 10:30 AM PRETRIAL/CALENDAR CALL

2/6/23 9:30 AM BENCH TRIAL



# EXHIBIT(S) LIST

Case No.: **A753435**

Trial Date:

**FEB 18 2020**

Dept. No.: **XXIII**

Judge:

**STEFANY A. MILEY**

Court Clerk:

**KATHERINE STREUBER**

Recorder:

**MARIA GARIBAY**

Plaintiff: **HAACK, NANCY**

Counsel for Plaintiff:

**John Holidays;**

vs.

**Nancy Haack - Pro Per**

Defendant: **EVENDEN, SEAN**

Counsel for Defendant:

**Patrick Sheehan**

## TRIAL BEFORE THE COURT

### PLAINTIFF'S EXHIBITS

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

13

**A753435**

HAACK, NANCY

**VS.**

**EVENDEN, SEAN**

## PLAINTIFF'S EXHIBITS

[illegible]

# EXHIBIT(S) LIST

Case No.: **A753435**

Trial Date:

**FEB 18 2020**

Dept. No.: **XXIII**

Judge:

**STEFFANY A. MILEY**

Court Clerk:

**KATHERINE STREUBER**

Plaintiff: **HAACK, NANCY; NRS REALTY  
GROUP LLC**

Recorder:

**MARIA GARIBAY**

Counsel for Plaintiff:

**Nancy Haack; John Holiday**

Counsel for Defendant:

**Patrick Sheehan**

vs.

Defendant: **EVENDEN, SEAN**

## TRIAL BEFORE THE COURT

### PLAINTIFF'S EXHIBITS

Exhibit Number	Exhibit Description	Date Offered	Objection	Date Admitted
51	QR NV SOS Expenses	2/19/20	STIP	2/19/20
52	QR Charity Check to Roger Ayala	"	"	"
53	QR Christmas Party Expense	"	"	"
54	QR Quickbooks Report for 180716-200118	"	"	"
55	QR " " 191101-200118	"	"	"
56	QR Checks to Sean Evenden	"	"	"
57	NV SOS Filing Histories	"	"	"

## EXHIBIT(S) LIST

Case No.: A-17-753435-C

Trial Date:

Dept. No.: 23

Judge:

Judge Stefany A. Miley

Court Clerk:

Katherine Streuber

Plaintiff: Nancy Haack

Recorder

Maria Garibay

Counsel for Plaintiff:

Nancy Haack - Pro Per  
John Holiday

vs.

Defendant: Sean Evenden & Roger Ayala

Counsel for Defendant:

Patrick J. Sheehan, Esq.

### TRIAL BEFORE THE COURT

#### DEFENDANT'S EXHIBITS

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

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

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

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

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



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

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

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

# Certification of Copy

State of Nevada }  
County of Clark } SS:

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

PLAINTIFFS' NOTICE OF APPEAL; CASE APPEAL STATEMENT; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; DECISION AND ORDER; NOTICE OF ENTRY OF DECISION AND ORDER; DECISION AND ORDER; NOTICE OF ENTRY OF ORDER; DECISION & ORDER; NOTICE OF ENTRY OF ORDER; DISTRICT COURT MINUTES; EXHIBITS LIST

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

Plaintiff(s),

vs.

SEAN EVENDEN; ROGER AYALA,

Defendant(s),

Case No: A-17-753435-C

Dept No: XVI

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 30 day of August 2022.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk