FILED
OCT 30 2018
CLERK OF COURT

16

NOAS

Audie Leventhal
25 Cross Ridge Street
Las Vegas Nevada 89135
(702)755-2010
Aglcorp@msn.com

Electronically Filed
Nov 07 2018 03:48 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

DISTRICT COURT CLARK COUNTY, NEVADA

Margaret Pickard and Dr. Melissa F Kalodner

Plaintiffs,

v.

Audie Leventhal and Jacqueline Leventhal

Case No A-14-710566-C

Dept No. XXXI

Judge Kischner

NOTICE of second appeal of same case due to Judges first faulty judgment

Notice is given that Audie Leventhal, (plaintiff/defendant) in the above-captioned matter appeals to the Supreme Court of Nevada from the original faulty Judgment. (February 2018) (decision/order) and the Final Judgement which was entered by the district court on June 8,,2018.

Audie Leventhal
25 Cross Ridge Street
Las Vegas Nevada 89135
(702)755-2010
aglcorp@msn.com
In Proper Person

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that on this 30th day of October , 2018,1 caused the above and foregoing NOTICE of second appeal of same case due to judges first faulty judgment to be served as follows:

[X] by placing sane to be deposited for mailing in the United States Mail, in a sealed envelopeupon which first class postage was prepaid in Las Vegas, Nevada; and/or

[ ] pursuant to EDCR 7.26, to be sent via facsimile; and/or

[ ] pursuant to EDCR 8.05(a) and 8.05(f), to be electronically served through the Eighth Judicial District Court's electronic filing system, with the date and time of the electronic service substituted for foe date and place of deposit m foe mail; and/or

[ ] to be hand-delivered;

to the attorney(s) fisted below at the address and/or facsimile number indicated below:

Zachariah Parry

880 Seven Hills Dr. Suite 210

Henderson Nevada 89052

Audie Leventhal

Audie Leventhal

Electronically Filed
11/2/2018 9:59 AM
Steven D. Grierson
CLERK OF THE COURT

ASTA

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

MARGARET PICKARD, ESQ. DBA MARGARET PICKARD, PLLC; DR. MELISSA F. KALODNER PSY.D,

Plaintiff(s),

vs.

AUDIE G. LEVENTHAL; JACQUELINE J. LEVENTHAL,

Defendant(s),

Case No: A-14-710566-C

Dept No: XXXI

CASE APPEAL STATEMENT

1. Appellant(s): Audie Leventhal

2. Judge: Joanna S. Kishner

3. Appellant(s): Audie Leventhal

Counsel:

Audie Leventhal
25 Cross Ridge St.
Las Vegas, NV 89135

4. Respondent (s): Margaret Pickard, Esq. DBA Margaret Pickard, PLLC; Dr. Melissa F. Kalodner Psy.D

Counsel:

Case Number: A-14-710566-C

Zachariah B. Parry, Esq.
880 Seven Hills Dr., Ste 210
Henderson, NV 89052

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. Appellant 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**: No, Denied
***Expires 1 year from date filed*
Appellant Filed Application to Proceed in Forma Pauperis: Yes,
Date Application(s) filed: February 27, 2018

9. Date Commenced in District Court: November 26, 2014

10. Brief Description of the Nature of the Action: Construction Defect

Type of Judgment or Order Being Appealed: Judgment

11. Previous Appeal: Yes

Supreme Court Docket Number(s): 75266

12. Child Custody or Visitation: N/A

13. Possibility of Settlement: Unknown

Dated This 2 day of November 2018.

Steven D. Grierson, Clerk of the Court

/s/ Amanda Hampton
Amanda Hampton, Deputy Clerk
200 Lewis Ave
PO Box 551601
Las Vegas, Nevada 89155-1601
(702) 671-0512

cc: Audie Leventhal

Electronically Filed
10/30/2018
CLERK OF THE COURT

ASTA
Audie Leventhal
25 Cross Ridge Street
Las Vegas Nevada 89135
(702)755-2010
Agtcorp@msn.com

DISTRICT COURT CLARK

COUNTY, NEVADA

Margot Pickard and Dr. Melissa F. Kalondner	Case No.:	A-14-710566-C
	Dept No.:	XXXI

Plaintiff

vs.

Audie Leventhal

Defendants.

PLAINTIFFS CASE APPEAL STATEMENT

Party filling this Case Appeal Statement

This appeal and case appeal statement is filed on behalf of plaintiff/defendant Audie Leventhal in the action above. This is a re-appeal because the judges original February 2018 judgment was faulty and not a final judgment. Fees have already been paid.

2. **Judge issuing the decision, judgment or order appealed from.**

The Honorable District Judge Kischner, Eighth Judicial District Court, Clark County, Department XXXI, District Court Case No. A-14-710566-C .

3. **Parties to the proceedings in the district court.**

Plaintiff Margaret Pickard and Melissa Kalondner

Defendants Audie Leventhal Leventhal and Jacqueline Leventhal

RECEIVED
OCT 30 2018
CLERK OF THE COURT

4. Parties Involved in this appeal

Audie Leventhal **Appellant**

***Margaret Pickard, Melissa* Kalondner** **Respondent**

5. The name, law firms, addresses and telephone numbers of all counsel on appeal and the party or parties they represent

Audie Leventhal In Proper Person

25 Cross Ridge Street Las Vegas Nevada 89135 (702)-755-2010

Attorney for Appellants

and

Zachariah Parry

880 Seven Hills Dr. Suite 210 Henderson Nevada 89052 (702)-879-9555

Attorneys for Respondents

6. Whether any attorney identified above is not licensed to practice law in Nevada and if so whether the District Court granted that attorney permission to appear under **SCR 42. (Attached copy of District Court's order).**

7. Whether respondents were represented by appointed or retained counsel in die district court Zachariah Parry Represented respondents.

8 Whether appellant was represented or appointed or retained counsel in the district court

Audie Leventhal, appellant, was in proper person.

9 Whether appellant was granted leave to proceed in forma pauperis in the district court

Application filed. This as a reappeal due to the Judges original faulty order.

10 The date the proceedings commenced in district court October 2014

11 Brief description of the nature of the action and result in district court

Pickard and Kalodner are were experts in a family court case. They attempted to get attorney's liens. My previous appeal to the Supreme Court dealing with attorneys liens was successful. Leventhal versus Leventhal, 2013. As a result the plaintiff's attorneys liens were denied by Judge McGee and the plaintiffs had to go to civil court. Judge Kischner originally signed a finding of facts and conclusion of law and judgment in February 2014. The order was uninterpretable. It was not a final order. Audie Leventhal filed a Supreme Court appeal to preserve his rights in on February 27, 2017 in order to preserve his right to appeal. He made that clear previously. Indeed, the case went on until June 2018 when a final judgment was entered. That was not appealed since the February 2018 appeal was still in progress. When Leventhal found out that his February appeal was six months old and about to be dismissed he immediately filed his brief. The Supreme Court dismissed his original appeal. Leventhal must now appeal the June 2018 final ruling. It is clearly not six months since June 2018. His original notice of appeal was already filed in February, 2018. Leventhal contacted attorneys and the Supreme Court said he had to refile his appeal. He should not have to pay again. This would be totally unfair. The Judge's final ruling was totally biased and mathematically incorrect.

The case also involves the immunity of experts (Harrison versus Reitman, 2015). That, case granted immunity to experts (hired guns) who commit malpractice. This Nevada case should be overturned. Indeed, the plaintiffs in this case are guilty of billing for work not done, fraud and lying. They are certainly guilty of malpractice as was Roitman. Thus, even if Harrison versus Reitman, 2015 is used as precedent it does not support the June 2018 final judgment. The reason for this is that the judge did not deal with the plaintiff's lies, fraud, etc. This is not malpractice. Fraud and perjury are crimes. Finally, The Judge's bias and inability to deal with the mathematical analysis provided by Leventhal means her final order must be overturned. A proper mathematical analysis shows that the plaintiff's owe the defendant money not the reverse as the Judge ruled in June 2018

Audie Leventhal should not have to pay a second time for this appeal. A second appeal is only necessary due to the Judge's 'non-final' first February 2018 judgment.

All filings in this case have already been forwarded to the Supreme Court. They speak for them themselves.

12.Whether the case has been the subject of a previous appeal YES

13.Whether the appeal Involves child custody or visitation. NO

14.Whether the appeal involves the possibility of settlement

Yes if opposing parties will agree.

DATED this 30th day of October, 2018.

Audie Leventhal

Audie Leventhal
In Proper Person

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that on this 30th day of October, 2018, I caused the above and foregoing PLAINTIFFS CASE APPEAL STATEMENT to be served as follows:

[X] by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or

[ ] pursuant to EDCR 7.26, to be sent via facsimile; and/or

[ ] ~~pursuant to EDCR 8.05(a) and 8.05(f), to be electronically served through the~~ Eighth Judicial District Court's electronic filing system, with the date and time of the ~~electronic service substituted for the date and place of deposit in foe mail; and/or~~

[ ] to be hand-delivered;

to the attorney(s) fisted below at the address and/or facsimile number indicated below:

Zachariah Parry

880 Seven Hills Dr. Suite 210

Henderson Nevada 89052

Attorneys for Respondents

Heidi Leventhal Jodi Vecchio
NAME OF PERSON MAILING

NOAS

Audie Leventhal
25 Cross Ridge Street
Las Vegas Nevada 89135
(702)755-2010
Aglcorp@msn.com

DISTRICT COURT CLARK COUNTY, NEVADA

Margaret Pickard and Dr. Melissa F Kalodner	Case No A-14-710566-C
Plaintiffs,	Dept No. XXXI
v.	Judge Kischner
Audie Leventhal and Jacqueline Leventhal	

NOTICE of second appeal of same case due to Judges first faulty judgment

Notice is given that Audie Leventhal, (plaintiff/defendant) in the above-captioned matter appeals to the Supreme Court of Nevada from the original faulty Judgment. (February 2018) (decision/order) and the Final Judgement which was entered by the district court on June 8,,2018.

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[ ] to be hand-delivered;

to the attorney(s) fisted below at the address and/or facsimile number indicated below:

Zachariah Parry

880 Seven Hills Dr. Suite 210

Henderson Nevada 89052

Audie Leventhal

Audie Leventhal

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-14-710566-C

Margaret Pickard, ESQ, Plaintiff(s)	§	Location:	**Department 31**
vs.	§	Judicial Officer:	**Kishner, Joanna S.**
Audie Leventhal, Defendant(s)	§	Filed on:	**11/26/2014**
	§	Cross-Reference Case Number:	**A710566**
	§	Supreme Court No.:	**75266**

CASE INFORMATION

Statistical Closures
02/20/2018 Judgment Reached (bench trial)

Case Type: **Collection of Accounts**

Case Status: **02/20/2018 Closed**

DATE	CASE ASSIGNMENT

Current Case Assignment

Case Number	A-14-710566-C
Court	Department 31
Date Assigned	11/26/2014
Judicial Officer	Kishner, Joanna S.

PARTY INFORMATION

		Lead Attorneys
Plaintiff	**Kalodner Psy.D., Melissa F**	**Parry, Zachariah** *Retained* 702-879-9555(W)
	Pickard, Margaret, ESQ	**Parry, Zachariah** *Retained* 702-879-9555(W)
Defendant	**Leventhal, Audie G.**	**Pro Se** 702-755-2010(H)
	Leventhal, Jacqueline J	**Huntsman, Gary R, ESQ** *Retained* 702-544-1188(W)
Counter Claimant	**Leventhal, Audie G.** Removed: 01/31/2018 Dismissed	**Pro Se** 702-755-2010(H)
	Leventhal, Jacqueline J Removed: 06/12/2017 Dismissed	**Huntsman, Gary R, ESQ** *Retained* 702-544-1188(W)
Counter Defendant	**Kalodner Psy.D., Melissa F** Removed: 01/31/2018 Dismissed	**Parry, Zachariah** *Retained* 702-879-9555(W)
	Pickard, Margaret, ESQ Removed: 01/31/2018 Dismissed	**Parry, Zachariah** *Retained* 702-879-9555(W)

DATE	EVENTS & ORDERS OF THE COURT	INDEX

EVENTS

11/26/2014 Case Opened

11/26/2014

	Complaint Filed By: Plaintiff Pickard, Margaret, ESQ
12/02/2014	Initial Appearance Fee Disclosure Filed By: Plaintiff Pickard, Margaret, ESQ *Initial Appearance and Fee Disclosure*
02/24/2015	Affidavit of Due Diligence Filed By: Plaintiff Pickard, Margaret, ESQ *Affidavit of Due Diligence Re: Audie G. Leventhal*
03/19/2015	Motion Filed By: Plaintiff Pickard, Margaret, ESQ *Motion to Enlarge Time to Serve Process and for Leave to Serve Process by Publication*
03/23/2015	Affidavit of Due Diligence Filed By: Plaintiff Pickard, Margaret, ESQ *Affidavit of Due Diligence Re: Jacqueline J. Leventhal*
03/25/2015	Answer to Complaint Filed by: Defendant Leventhal, Audie G.
03/25/2015	Initial Appearance Fee Disclosure Filed By: Defendant Leventhal, Audie G. *Initial Appearance Fee Disclosure (NRS Chapter 19)*
03/25/2015	Answer to Complaint Filed by: Defendant Leventhal, Jacqueline J
03/25/2015	Initial Appearance Fee Disclosure Filed By: Defendant Leventhal, Jacqueline J *Initial Appearance Fee Disclosure (NRS Chapter 19)*
03/30/2015	Notice of Withdrawal of Motion Filed By: Plaintiff Pickard, Margaret, ESQ *Notice of Withdrawal of Plaintiffs' Motion to Enlarge Time to Serve Process and for Leave to Serve Process by Publication*
09/15/2015	Notice of Appearance Party: Plaintiff Pickard, Margaret, ESQ *Notice of Appearance and Demand for Service of Papers*
09/24/2015	Errata Filed By: Defendant Leventhal, Audie G. *Errata to Notice of Appearance and Demand for Service of Papers*
11/23/2015	Motion for Leave to File *Motion for Leave to File Amended Answer to Assert Counterclaim*
11/24/2015	Certificate of Mailing
12/11/2015	Commissioners Decision on Request for Exemption - Granted *Commissioner's Decision on Request for Exemption*

01/30/2016	Arbitration File
02/04/2016	Amended *Amended Motion for Leave to File Amended Answer to Assert Counterclaim*
02/24/2016	Stipulation and Order Filed by: Defendant Leventhal, Jacqueline J
02/29/2016	Joint Case Conference Report Filed By: Plaintiff Pickard, Margaret, ESQ
03/03/2016	Amended Answer Filed By: Defendant Leventhal, Audie G. *Amended Answer and Counterclaim*
03/11/2016	Reply to Counterclaim Filed by: Plaintiff Pickard, Margaret, ESQ *Plaintiffs' Reply to Counter-Claim*
03/15/2016	Scheduling Order
04/06/2016	Substitution of Attorney Filed by: Defendant Leventhal, Audie G. *Substitution of Counsel*
04/07/2016	Consent to Service By Electronic Means Filed By: Plaintiff Pickard, Margaret, ESQ
04/25/2016	Certificate of Mailing
04/25/2016	Order Setting Civil Non-Jury Trial *Order Setting Civil Non-Jury Trial, Pre-Trial Conference, Calendar Call, and Status Check*
04/25/2016	Motion to Withdraw As Counsel Filed By: Defendant Leventhal, Jacqueline J *Motion to Withdraw as Attorney of Record*
05/02/2016	Certificate of Mailing Filed By: Defendant Leventhal, Jacqueline J
06/20/2016	Order Scheduling Status Check
08/04/2016	Motion to Compel Filed By: Defendant Leventhal, Audie G. *Defendant, Audie G. Leventhal's Motion to Extend Time to Complete Discovery; Compel Depositions of Plaintiffs and Continue Trial and Related Dates*
08/18/2016	Order to Withdraw as Attorney of Record Filed by: Defendant Leventhal, Jacqueline J *Order Granting Motion to Withdraw as Attorney of Record*

08/22/2016	Opposition to Motion Filed By: Plaintiff Pickard, Margaret, ESQ *Opposition to Audie G. Leventhal's Motion to Reopen Discovery, Compel Depositions, and Continue Trial and Related Dates*
09/02/2016	Reply to Opposition Filed by: Defendant Leventhal, Audie G. *Reply to Plaintiffs' Opposition of Defendant, Audie G Leventhal's Motion to Extend Time to Complete Discovery; Compel Depositions of Plaintiffs and Continue Trial and Related Dates*
10/24/2016	Order Setting Settlement Conference
11/14/2016	Stipulation and Order Filed by: Defendant Leventhal, Audie G. *Stipulation and Order to Continue Trial and Related Dates*
11/14/2016	Discovery Commissioners Report and Recommendations Filed By: Defendant Leventhal, Audie G. *Discovery Commissioner's Report and Recommendations*
11/15/2016	Notice of Entry of Stipulation and Order Filed By: Defendant Leventhal, Audie G. *Notice of Entry of Stipulation and Order to Continue Trial and Related Dates*
11/15/2016	Amended Order Setting Civil Non-Jury Trial *Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference, Calendar Call, and Status Check*
12/08/2016	Amended Order *Amended Order Setting Settlement Conference*
02/09/2017	Substitution of Attorney Filed by: Defendant Leventhal, Audie G. *Substitution of Counsel*
04/03/2017	Pre-trial Memorandum Filed by: Defendant Leventhal, Audie G.
04/19/2017	Joint Pre-Trial Memorandum Filed By: Plaintiff Pickard, Margaret, ESQ
04/20/2017	Ex Parte Motion Filed By: Defendant Leventhal, Audie G. *Ex Parte Motion for an Order Shortening Time*
04/20/2017	Notice of Hearing
04/20/2017	Certificate of Service Filed by: Defendant Leventhal, Audie G.
04/20/2017	Motion Filed By: Defendant Leventhal, Audie G. *Emergency Motion for Continuance*

04/20/2017	Notice of Hearing Filed By: Defendant Leventhal, Audie G.
04/20/2017	Certificate of Service Filed by: Defendant Leventhal, Audie G.
04/21/2017	Opposition to Motion Filed By: Plaintiff Pickard, Margaret, ESQ *Opposition to Emergency Motion for a Trial Continuance*
04/22/2017	Reply to Opposition Filed by: Defendant Leventhal, Audie G. *Reply to Opposition to Emergency Motion for a Trial Continuance*
04/25/2017	Certificate of Service Filed by: Plaintiff Pickard, Margaret, ESQ
05/02/2017	Motion to Continue *Motion for Continuance*
05/02/2017	Motion to Withdraw As Counsel Filed By: Defendant Leventhal, Audie G. *Motion to Withdraw as Counsel of Record for Defendant, Audie G. Leventhal; Opposition to Oral Motion by Plaintiff's Counsel for Attorney's Fees on Order Shortening Time*
05/02/2017	Notice of Hearing
05/03/2017	Notice of Motion Filed By: Defendant Leventhal, Audie G. *Notice of Motion; Order Shortening Time*
05/03/2017	Opposition to Motion Filed By: Plaintiff Pickard, Margaret, ESQ *Opposition to Second Motion for a Trial Continuance*
05/08/2017	Ex Parte Motion Filed By: Defendant Leventhal, Audie G. *Ex Parte Motion for Order Shortening Time on Counsel's Motion to Withdraw as Counsel of Record for Defendant, Audie G. Leventhal; Opposition to Oral Motion by Plaintiffs' Counsel for Attorney's Fees on Order Shortening Time*
05/09/2017	Trial Brief Filed By: Plaintiff Pickard, Margaret, ESQ *Trial Brief - Joint and Several Liability*
05/09/2017	Trial Brief Filed By: Plaintiff Pickard, Margaret, ESQ *Trial Brief - Professional Negligence*
05/15/2017	Order Shortening Time Filed By: Plaintiff Pickard, Margaret, ESQ *[Proposed] Order Shortening Time on Ex Parte Motion to Withdraw as Counsel of Record for Defendant, Audie G. Leventhal on Order Shortening Time*

05/16/2017	Re-Notice *Re-Notice of Order Shortening Time on Ex Parte Motion to Withdraw as Counsel of Record for Defendant, Audie G. Leventhal on Order Shortening Time*
05/22/2017	Notice Filed By: Plaintiff Pickard, Margaret, ESQ *Notice of Voluntary Withdrawal of Oral Motion for Fees Against Keen Ellsworth*
06/01/2017	Certificate of Mailing Filed By: Defendant Leventhal, Audie G. *Certificate of Mailing of Re-Notice of Order Shortening Time on Ex Parte Motion to Withdraw as Counsel of Record for Defendant, Audie G. Leventhal; and Motion to Withdraw as Counsel of Record for Defendant, Audie G. Leventhal*
06/02/2017	Order to Show Cause
06/08/2017	Affidavit of Service Filed By: Defendant Leventhal, Audie G.
06/09/2017	Response Filed by: Defendant Leventhal, Audie G. *Response to Order to Show Cause*
06/12/2017	Order Granting Motion Filed By: Plaintiff Pickard, Margaret, ESQ *Order Granting Motion to Strike Jacqueline J. Leventhal's Answer, Dismiss Counterclaims, and Directing Entry of Default Judgment*
06/12/2017	Notice of Order Filed By: Plaintiff Pickard, Margaret, ESQ *Notice of Order Granting Motion to Strike Jacqueline J. Leventhal s Answer, Dismiss Counterclaims, and Directing Entry of Default Judgment*
07/10/2017	Order Filed By: Defendant Leventhal, Audie G. *Order on Order to Show Cause Hearing and Granting Motion to Withdraw as Counsel of Record for Defendant, Audie G. Leventhal*
07/10/2017	Notice of Entry of Order *Notice of Entry of Order on Order to Show Cause Hearing and Granting Motion to Withdraw as Counsel of Record for Defendant, Audie G. Leventhal*
07/28/2017	Amended Order Setting Civil Non-Jury Trial *Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call*
09/27/2017	Amended Order *Amended Order Setting Civil Non-Jury Trial and Calendar Call*
10/04/2017	Notice of Deposition Filed By: Plaintiff Pickard, Margaret, ESQ *Notice of Deposition Testimony / Video to be Used at Trial in Lieu of Live Testimony*
10/31/2017	Motion

	Filed By: Defendant Leventhal, Audie G. *Motion for Matter to be Heard in Civil Court and Partial Summary Judgment*
10/31/2017	Certificate of Service Filed by: Defendant Leventhal, Audie G.
11/06/2017	Opposition to Motion Filed By: Plaintiff Pickard, Margaret, ESQ *Opposition to Motion for Sanctions*
11/09/2017	Notice of Order *Notice of Order Setting Hearing*
01/03/2018	Statement of Facts Constituting Lien Filed By: Defendant Leventhal, Audie G. *Statement of Facts and Conclusions of Law Submitted by: Defendant, Audie G. Leventhal*
01/31/2018	Notice of Entry of Findings of Fact, Conclusions of Law *Notice of Entry of Findings of Fact and Conclusions of Law and Judgment*
01/31/2018	Findings of Fact, Conclusions of Law and Judgment *Findings of Fact and Conclusions of Law and Judgment*
02/12/2018	Motion for Fees Filed By: Plaintiff Pickard, Margaret, ESQ *Motion for Fees and Costs*
02/20/2018	Order to Statistically Close Case *Civil Order to Statistically Close Case*
02/27/2018	Application to Proceed in Forma Pauperis Filed By: Defendant Leventhal, Audie G. *Application to Proceed in Forma Pauperis (Sealed)*
02/27/2018	Motion for Clarification Filed By: Defendant Leventhal, Audie G. *Motion for Clarification, for Final Order, Judgment Amount if any and for Reconsideration of Internally Inconsistent Order*
02/27/2018	Case Appeal Statement *Plaintiff's Case Appeal Statement*
02/27/2018	Notice of Appeal Filed By: Defendant Leventhal, Audie G.
03/01/2018	Case Appeal Statement
03/13/2018	Notice of Non Opposition Filed By: Plaintiff Pickard, Margaret, ESQ *Notice of Non-Opposition to Plaintiffs' Motion for Fees and Costs*
03/14/2018	Motion to Continue Filed By: Defendant Leventhal, Audie G.

Motion for Continuance

03/14/2018 Opposition to Motion
Filed By: Defendant Leventhal, Audie G.
Opposition to Plaintiffs' Motion for Fees and Costs

03/16/2018 Order Denying Application to Proceed in Forma Pauperis
Denied as to: Defendant Leventhal, Audie G.
Order Denying Application to Proceed in Forma Pauperis (Sealed)

03/16/2018 Opposition to Motion
Filed By: Plaintiff Pickard, Margaret, ESQ
Opposition to Audie Leventhal's Motion for Clarification

03/21/2018 Reply to Opposition
Filed by: Defendant Leventhal, Audie G.
Reply to Plaintiffs Opposition to Audie Leventhal's Motion for Clarification and Other Issues

04/05/2018 Motion to Amend Judgment
Filed By: Plaintiff Pickard, Margaret, ESQ

04/10/2018 Opposition to Motion
Opposition to Plaintiff's Motion to Amend Judgment

04/10/2018 Motion to Amend Judgment
Defendants Motion to Amend Judgement

04/27/2018 Opposition to Motion
Filed By: Plaintiff Pickard, Margaret, ESQ
Opposition to Audie Leventhal's Motion to Amend Judgment

05/16/2018 Motion to Amend
Filed By: Defendant Leventhal, Audie G.
Motion to Amend 1/31/2018 Findings of Facts, Conclusions of Law and Judgment; Calculations of Amounts; Owed by All Parties and Request for Continuance

06/01/2018 Opposition to Motion
Filed By: Plaintiff Pickard, Margaret, ESQ
Opposition to Audie Leventhal's Motion to Amend Judgment

06/07/2018 Order
Filed By: Plaintiff Pickard, Margaret, ESQ
Order on Motion to Amend Judgment

06/07/2018 Judgment
Filed By: Plaintiff Pickard, Margaret, ESQ
Final Judgment

06/08/2018 Notice of Entry of Judgment
Filed By: Plaintiff Pickard, Margaret, ESQ
Notice of Entry of Judgment

06/08/2018 Notice of Entry

Filed By: Plaintiff Pickard, Margaret, ESQ
Notice of Entry of Order on Motion to Amend Judgment

06/08/2018 Reply to Opposition
Filed by: Defendant Leventhal, Audie G.
Reply to Plaintiff's Opposition to Audie Leventhal's Motion to Amend Judgment and Proposed Order

10/25/2018 NV Supreme Court Clerks Certificate/Judgment - Dismissed
Nevada Supreme Court Clerk's Certificate Judgment - Dismissed

10/30/2018 Case Appeal Statement
Filed By: Defendant Leventhal, Audie G.
Plaintiffs Case Appeal Statement

10/30/2018 Notice of Appeal
Filed By: Defendant Leventhal, Audie G.
Notice of Second Appeal of Same Case Due to Judges First Faulty Judgment

11/02/2018 Case Appeal Statement
Filed By: Defendant Leventhal, Audie G.
Case Appeal Statement

DISPOSITIONS

06/12/2017 **Order of Dismissal With Prejudice** (Judicial Officer: Kishner, Joanna S.)
Debtors: Jacqueline J Leventhal (Counter Claimant)
Creditors: Melissa F Kalodner Psy.D. (Counter Defendant)
Judgment: 06/12/2017, Docketed: 06/19/2017

06/12/2017 **Default Judgment Plus Legal Interest** (Judicial Officer: Kishner, Joanna S.)
Debtors: Jacqueline J Leventhal (Defendant)
Creditors: Margaret Pickard, ESQ. (Plaintiff)
Judgment: 06/12/2017, Docketed: 06/19/2017
Total Judgment: 20,512.32

06/12/2017 **Default Judgment Plus Legal Interest** (Judicial Officer: Kishner, Joanna S.)
Debtors: Jacqueline J Leventhal (Defendant)
Creditors: Melissa F Kalodner Psy.D. (Plaintiff)
Judgment: 06/12/2017, Docketed: 06/19/2017
Total Judgment: 606.61
Comment: For several liability only

01/31/2018 **Order** (Judicial Officer: Kishner, Joanna S.)
Debtors: Audie G. Leventhal (Defendant)
Creditors: Margaret Pickard, ESQ. (Plaintiff)
Judgment: 01/31/2018, Docketed: 06/08/2018
Comment: Certain Claim
Debtors: Audie G. Leventhal (Defendant)
Creditors: Melissa F Kalodner Psy.D. (Plaintiff)
Judgment: 01/31/2018, Docketed: 06/08/2018
Comment: Certain Claim

01/31/2018 **Order of Dismissal** (Judicial Officer: Kishner, Joanna S.)
Debtors: Audie G. Leventhal (Defendant), Jacqueline J Leventhal (Defendant)
Creditors: Margaret Pickard, ESQ. (Plaintiff)
Judgment: 01/31/2018, Docketed: 06/08/2018
Comment: Certain Claims
Debtors: Audie G. Leventhal (Defendant), Jacqueline J Leventhal (Defendant)
Creditors: Melissa F Kalodner Psy.D. (Plaintiff)

Judgment: 01/31/2018, Docketed: 06/08/2018
Comment: Certain Claims
Debtors: Audie G. Leventhal (Counter Claimant)
Creditors: Margaret Pickard, ESQ. (Counter Defendant), Melissa F Kalodner Psy.D. (Counter Defendant)
Judgment: 01/31/2018, Docketed: 06/08/2018

06/07/2018 **Judgment** (Judicial Officer: Kishner, Joanna S.)
Debtors: Audie G. Leventhal (Defendant)
Creditors: Margaret Pickard, ESQ. (Plaintiff)
Judgment: 06/07/2018, Docketed: 06/08/2018
Total Judgment: 12,466.50

Debtors: Jacqueline J Leventhal (Defendant)
Creditors: Margaret Pickard, ESQ. (Plaintiff)
Judgment: 06/07/2018, Docketed: 06/08/2018
Total Judgment: 8,621.41

Debtors: Audie G. Leventhal (Defendant)
Creditors: Melissa F Kalodner Psy.D. (Plaintiff)
Judgment: 06/07/2018, Docketed: 06/08/2018
Total Judgment: 14,464.27

Debtors: Jacqueline J Leventhal (Defendant)
Creditors: Melissa F Kalodner Psy.D. (Plaintiff)
Judgment: 06/07/2018, Docketed: 06/08/2018
Total Judgment: 14,464.27

10/25/2018 **Clerk's Certificate** (Judicial Officer: Kishner, Joanna S.)
Debtors: Audie G. Leventhal (Defendant)
Creditors: Margaret Pickard, ESQ. (Plaintiff), Melissa F Kalodner Psy.D. (Plaintiff)
Judgment: 10/25/2018, Docketed: 11/01/2018
Comment: APPEAL DISMISSED Supreme Court No. 75266

HEARINGS

04/21/2015 *CANCELED* **Motion** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Vacated
Motion to Enlarge Time to Serve Process and for Leave to Serve Process by Publication

03/08/2016 *CANCELED* **Motion for Leave** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Vacated - per Stipulation and Order
Amended Motion For Leave To File Amended Answer To Assert Counterclaim

05/27/2016 **Motion to Withdraw as Counsel** (3:00 AM) (Judicial Officer: Kishner, Joanna S.)
Gary R. Huntsman, Esq.'s Motion to Withdraw As Attorney of Record
Granted;
Journal Entry Details:

GARY R. HUNTSMAN, ESQ.'S MOTION TO WITHDRAW AS ATTORNEY OF RECORD On April 25, 2016, a Motion to Withdraw was filed by Gary Huntsman, Esq. to withdraw as counsel for Defendant Jacqueline Leventhal. The matter was subsequently placed on the Chambers Calendar of Department XXXI. There being no opposition to the motion, and the time to oppose having passed, pursuant to EDCR 2.20 and for good cause showing, the Court hereby GRANTS the Motion to Withdraw. This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order or Judgment. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. Plaintiff's Counsel to prepare the Order and submit to Chambers for consideration within ten (10) days in accordance with EDCR 7.21, notifying the former client of all pending dates and providing the last known address and telephone number of Plaintiff within the proposed Order. A status check is hereby set on Department XXXI's Chambers Calendar for Friday, June 10, 2016, regarding submission of the proposed Order of Withdrawal. If the Court receives the Order prior to that date, the status check will be vacated. If not, the Court will order a Status Check re: Proposed Order on its normal motion calendar, either a Tuesday or Thursday at 9:00 a.m., where personal appearances by counsel will be mandatory. 6/10/16 STATUS CHECK: ORDER

(CHAMBERS) CLERK'S NOTE: The above minute order has been distributed via e-mail to: Gary Huntsman, Esq., Zachariah Parry, Esq. and Keen Ellsworth, Esq.\sjh 5-27-16;

06/10/2016 **Status Check** (3:00 AM) (Judicial Officer: Kishner, Joanna S.)
Status Check: Order 5/27/16
Matter Continued;
Order Received
Journal Entry Details:
COURT NOTED no order has been received, and ORDERED, Status Check SET. 6/23/16 9:00 AM (STATUS CHECK: ORDER 5/27/16) CLERK'S NOTE: A copy of this Minute Order was placed in the attorney folder of: Zachariah Parry, Esq., Keen Ellsworth, Esq., and Gary Hunstman, Esq. -se6/13/16;

06/23/2016 *CANCELED* **Status Check** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Vacated - Duplicate Entry

08/18/2016 **Status Check** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Matter Heard;
Journal Entry Details:
STATUS CHECK PURSUANT TO TRIAL ORDER Court SIGNED IN OPEN COURT, Order Granting Motion to Withdraw as Attorney of Record for Jacqueline Leventhal, and returned to Mr. Huntsman for filing. Mr. Ellsworth advised he filed a motion to compel with Discovery Commissioner, hearing is set for 9/7/16 to extend discovery and compel deposition of the Plaintiffs, will probably not affect the trial date. Upon Court's inquiry, both Mr. Pfau and Mr. Ellsworth are amenable to participating in a mandatory settlement conference. COURT ORDERED, Mandatory Settlement Conference to be held prior to 10/13/16. Counsel estimate 3-5 days for trial.;

09/07/2016 **Motion to Extend Discovery** (9:00 AM) (Judicial Officer: Bulla, Bonnie)
Deft, Audie G. Leventhal's Motion to Extend Time to Complete Discovery; Compel Depositions of Plaintiffs and Continue Trial and Related Dates
Granted; Deft, Audie G. Leventhal's Motion to Extend Time to Complete Discovery; Compel Depositions of Plaintiffs and Continue Trial and Related Dates
Journal Entry Details:
COMMISSIONER RECOMMENDED, motion is GRANTED within parameters; Deft will pay for all deposition transcripts, and deposition time is LIMITED to two hours for each Deponent; complete depositions by 9/30/16; counsel must work together to get dates, and deposition notice is REDUCED to five business days unless otherwise agreed to by parties; 11/14/16 Trial date STANDS. Mr. Ellsworth to prepare the Report and Recommendations, and Mr. Parry to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. Mr. Ellsworth to appear at status check hearing to report on the Report and Recommendations. 10/14/16 11:00 a.m. Status Check: Compliance ;

10/13/2016 **Pre Trial Conference** (10:15 AM) (Judicial Officer: Kishner, Joanna S.)
Matter Heard;
Journal Entry Details:
PRE TRIAL CONFERENCE Court noted mandatory settlement conference was ordered and was to be completed by 10/13/16. Mr. Ellsworth states they have a tentative date of 1/30/17 for the settlement conference which is after the trial date. Mr. Ellsworth requests to push trial date to February or March stack, good reason to believe case would resolve. Mr. Pfau states he would like an opportunity to try and settle this case before it goes to trial. Court notes it received no request for additional time for settlement conference. Discussion. Matter trailed. Matter recalled. Mr. Ellsworth states paralegal made first contact with Dept 30 in the last week in August, dates were given, went back and forth, paralegal did not recall original dates given, scheduling problems with his client who travels extensively. Mr. Pfau states no objection to continuing trial. Court finds good cause, and ORDERED, Calendar Call and Trial Date VACATED and RESET. 1/5/17 10:15 AM PRE TRIAL CONFERENCE 1/31/17 9:00 AM CALENDAR CALL 2/6/17 9:00 AM BENCH TRIAL (STACK);

10/14/2016 *CANCELED* **Status Check: Compliance** (11:00 AM) (Judicial Officer: Bulla, Bonnie)
Vacated - per Commissioner

11/08/2016	*CANCELED* **Calendar Call** (9:00 AM) (Judicial Officer: Kishner, Joanna S.) *Vacated - per Judge*
11/14/2016	*CANCELED* **Bench Trial** (9:00 AM) (Judicial Officer: Kishner, Joanna S.) *Vacated - per Judge*
01/05/2017	*CANCELED* **Pre Trial Conference** (10:15 AM) (Judicial Officer: Kishner, Joanna S.) *Vacated - per Stipulation and Order*
01/31/2017	*CANCELED* **Calendar Call** (9:00 AM) (Judicial Officer: Kishner, Joanna S.) *Vacated - per Stipulation and Order*
02/06/2017	*CANCELED* **Bench Trial** (9:00 AM) (Judicial Officer: Kishner, Joanna S.) *Vacated - per Stipulation and Order*
02/13/2017	*CANCELED* **Settlement Conference** (1:30 PM) *Vacated*
02/13/2017	**Settlement Conference** (1:30 PM) (Judicial Officer: Villani, Michael) Not Settled; Journal Entry Details: *CASE NOT SETTLED; matter REFERRED back to the Department for further proceedings.;*
02/21/2017	**Status Check** (9:00 AM) (Judicial Officer: Kishner, Joanna S.) *Status Check* Matter Continued; Journal Entry Details: *Attorney Parry advised the court of defense counsel withdrawing at a previous hearing. Counsel is unsure if anyone other than himself will be present today. However, counsels case is ready to proceed with trial. Court advised, there was a substitution of counsel filed on February 9, 2017 with there being a settlement conference conducted. There was no settlement reached at the conference. Neither of the Levanthal defendant's appeared at the settlement conference pursuant to the trial order. Only Audi Leventhal appeared at the settlement conference. Jacqueline Leventhal failed to appear. COURT ORDERED, the calendar call and trial dates set STAND. Trial duration is estimated at 1-2 days within the April 17, 2017 trial stack. The parties will return on the pre-trial conference date set on March 16, 2017. 3/16/17 10:15 A.M. PRE TRIAL CONFERENCE (DEPT. 31) 4/4/17 CALENDAR CALL (DEPT. 31) 4/17/17 BENCH TRIAL (DEPT. 31);*
03/16/2017	**Pre Trial Conference** (10:15 AM) (Judicial Officer: Kishner, Joanna S.) *Pre Trial Conference* Matter Heard; Journal Entry Details: *PRE TRIAL CONFERENCE Scott Barbag, Esq. (#14164), present on behalf of Plaintiffs (not yet in Oydssey). Parties estimate 3-4 days for trial. Upon Court's inquiry, Mr. Leventhal states he is not retaining new counsel. Mr. Barbag states another settlement conference would not be helpful. COURT ORDERED, matter SET for Trial. Pre trial memo now due 4/26/17. 5/2/17 9:00 AM CALENDAR CALL 5/8/17 9:00 AM BENCH TRIAL #1;*
04/04/2017	*CANCELED* **Calendar Call** (9:00 AM) (Judicial Officer: Kishner, Joanna S.) *Vacated - per Judge*
04/17/2017	*CANCELED* **Bench Trial** (9:00 AM) (Judicial Officer: Kishner, Joanna S.) *Vacated - per Judge*
05/02/2017	**Calendar Call** (9:00 AM) (Judicial Officer: Kishner, Joanna S.) **05/02/2017, 05/08/2017** Matter Continued; Matter Heard;

Matter Continued;
Matter Heard;
Journal Entry Details:
Mr. Parry advised Jacqueline Leventhal's attorney withdrew. Further, she did not appear at the 2.67 meeting. Upon Court's inquiry, Mr. Leventhal noted his attorney did not withdraw properly. COURT ORDERED, matter TRAILED. Parties directed to contact Keen L. Ellsworth, Esq. MATTER RECALLED. All parties present as before. Mr. Parry stated he contacted Mr. Ellsworth and advised him his withdrawal was improper. Colloquy regarding status of the case, continuation of calendar call, and Jacqueline Leventhal's participation in the case. Mr. Parry noted he brought his binders, and made an oral motion for two hours of fees. Court noted Mr. Ellsworth needs an opportunity to respond. Court noted an oral motion was presented by Plaintiff's counsel for fees for two hours time. Additionally, on Monday, the Court would address the failure to appear of Jacqueline Leventhal at the Pre-Trial Conference, and at the Calendar Call. Additionally, it was represented she failed to appear at the 2.67. Court will also address the EDCR 7.40 issue, to the extent the Court can do so, as Court does not know what the posture will be. Mr. Leventhal stated he did not believe he and Jacqueline Leventhal should be co-defendants, and the case should be bifurcated. Additionally, there was a dispute whether they were jointly or severally liable. COURT ORDERED, matter CONTINUED. COURT NOTED all attorneys had an obligation to ensure that all cases in which they are part of, that they appear in Court, and must regularly check the record. CONTINUED TO: 5/8/17 9:00 AM;

05/08/2017 **Bench Trial** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Vacate;

05/08/2017 **All Pending Motions** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Matter Heard;
Journal Entry Details:
Keen Ellsworth, Esq., on behalf of the Defendant, also present. CALENDAR CALL....DEFENDANT'S PRO PER MOTION FOR CONTINUANCE Mr. Parry noted he had received an email from Defendant, A. Leventhal indicating he was ill. Court noted it had not received any notification from A. Leventhal or J. Leventhal. Upon Court's inquiry, Mr. Parry confirmed J. Leventhal had not appeared for Calendar Call or participated in the Mandatory Settlement Conference. Upon Court's further inquiry, Mr. Parry confirmed he was requesting an oral Motion for Default Judgment. Following argument by Mr. Parry, COURT STATED ITS FINDINGS and ORDERED, Motion for Default Judgment GRANTED, sanctions imposed against J. Leventhal in the amount of $17,551.25, pre-judgment interest in the amount of $2,961.07 and post-judgment interest in the amount of $3.09 per day. As to Defendant Kalodner, COURT FURTHER ORDERED, sanctions imposed in the amount of $518.00 plus pre-judgment interest of $88.61 plus post-judgment in the amount of 0.09. Court summarized the history of the case with respect to the Motions previously filed by A. Leventhal. Court recited EDCR 7.40 and EDCR 2.26, noting A. Leventhal had not been compliant. Court noted, Mr. Ellsworth had filed a Motion to Withdraw as Counsel; however, the Court never received an Order Shortening Time. Mr. Ellsworth made and oral Motion to Withdraw as Counsel. Court stated it did not have discretion to make a ruling. Additionally, Mr. Ellsworth made an oral Motion for an Extension of Time and requested to continue the Calendar Call. COURT ORDERED, request DENIED , noting there must be one Judicial Day for the Motion to be heard. Further argument by Counsel. Mr. Ellsworth requested the matter be continued to allow him time to submit a Motion for Order Shortening Time. Upon Court's further inquiry, Mr. Ellsworth confirmed it was not impermissible to have communication with A. Leventhal as A. Leventhal believed he was proceeding in Pro Per Person. Colloquy regarding availability of counsel. COURT ORDERED, matter SET for hearing as to A. Leventhal only. COURT FURTHER ORDERED, all remaining motions rescheduled to 5/30/17. Court directed Mr. Parry to prepare the order and circulate to all parties. 5/30/17 9:30 AM STATUS CHECK: TRIAL SETTING;

05/30/2017 **Motion** (9:30 AM) (Judicial Officer: Saitta, Nancy)
05/30/2017, 07/11/2017
Events: 04/20/2017 Notice of Hearing
Deft's Pro Se Ex Parte Motion for an Order Shortening Time
Off Calendar;
Trial Date Set;

MINUTES

	Notice of Hearing Off Calendar; Trial Date Set;
05/30/2017	**Motion** (9:30 AM) (Judicial Officer: Saitta, Nancy) **05/30/2017, 07/11/2017** Events: 04/20/2017 Notice of Hearing *Emergency Motion for Continuance* Off Calendar; Trial Date Set; Off Calendar; Trial Date Set;
05/30/2017	**Motion to Continue** (9:30 AM) (Judicial Officer: Saitta, Nancy) **05/30/2017, 07/11/2017** *Defendant's Pro Per Motion for Continuance* Off Calendar; Trial Date Set; Off Calendar; Trial Date Set;
05/30/2017	**Motion to Withdraw as Counsel** (9:30 AM) (Judicial Officer: Kishner, Joanna S.) *Motion to Withdraw as Counsel of Record for Defendant, Audie G. Leventhal; Opposition to Oral Motion by Plaintiff's Counsel for Attorney's Fees on Order Shortening Time* Vacate;
05/30/2017	**Status Check: Trial Setting** (9:30 AM) (Judicial Officer: Kishner, Joanna S.) *Status Check: Trial Setting* Off Calendar;
05/30/2017	**All Pending Motions** (9:30 AM) (Judicial Officer: Kishner, Joanna S.) Matter Heard; Journal Entry Details: *DEFT'S PRO SE EX PARTE MOTION FOR AN ORDER SHORTENING TIME... EMERGENCY MOTION FOR CONTINUANCE... DEFENDANT'S PRO PER MOTION FOR CONTINUANCE... STATUS CHECK: TRIAL SETTING... MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR DEFENDANT, AUDIE G. LEVENTHAL; OPPOSITION TO ORAL MOTION BY PLAINTIFF'S COUNSEL FOR ATTORNEY'S FEES ON ORDER SHORTENING TIME.. Court noted it was 10:26 A.M. and no other parties have appeared, and the Court has not received any notification. Upon Court's inquiry, Mr. Parry stated he received an e-mail from Keen Ellsworth Esq. who indicated he could not make it today, and noted he further stated he notified the Court. Mr. Parry read Mr. Ellsworth's e-mail into the record. Colloquy between the Court and Mr. Parry regarding Motions on calendar today. COURT ORDERED, Motion to Withdraw as Counsel of Record for Defendant Audie G. Leventhal, VACATED; Court advised Mr. Ellsworth is still counsel of record, since appropriate documents were not filed in order to be withdrawn from this case. Court further advised the Motion is vacated, since Mr. Ellsworth filed a re-notice and the matter is set for Chambers on June 16, 2017. With regards to the Motions on calendar, Mr. Parry stated he made an oral motion, which has since been withdrawn, and stated he does not have any other motions on calendar today. COURT FURTHER ORDERED, Mandatory Show Cause Order SET for Keen Ellsworth Esq. to appear in Court to show good cause as to why he did not appear on OST that was set, and why there are motions filed on behalf of the Pro Se litigate while being represented by Mr. Ellsworth. Mr. Parry inquired if his presence would be necessary at the Show Cause Hearing. Court advised Mr. Parry's appearance is not necessary, however, there are outstanding Motions that need to be clarified. COURT ADDITIONALLY ORDERED, all other Motions scheduled today are OFF CALENDAR. 6/13/17 9:30 A.M. SHOW CAUSE HEARING RE: KEEN ELLSWORTH ESQ. NON-COMPLIANCE CLERK'S NOTE: A copy of the foregoing minute order has been distributed through the Attorney Folders located at the Regional Justice Center of Keen Ellsworth Esq. (Ellsworth & Bennion). (6-1-17 ks);*
06/13/2017	**Show Cause Hearing** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)

Show Cause Hearing Re; Keen Ellsworth Esq Non- Compliance
Matter Heard;
Journal Entry Details:
Colloquy regarding Mr. Ellsworth's communication with Mr. Leventhal. Mr. Ellsworth noted Mr. Leventhal no longer wants him involved in the case and requested the Court grant his oral motion to withdraw. Upon Court's inquiry, Mr. Parry advised he has no opposition to Mr. Ellsworth's request. Colloquy regarding future hearing dates and motions filed by Mr. Leventhal. There being no opposition, COURT ORDERED, oral motion GRANTED pursuant to EDCR 2.20, noting sanctions will not be imposed against Mr. Ellsworth. COURT FURTHER ORDERED, all motions scheduled for May 30, 2017 RESET to July 11, 2017 at 9:00 am.;

06/16/2017 *CANCELED* **Motion to Withdraw as Counsel** (3:00 AM) (Judicial Officer: Kishner, Joanna S.)
Vacated - Previously Decided
Re-Notice of Order Shortening Time on Ex Parte Motion to Withdraw as Counsel of Record for Defendant, Audie G. Leventhal On Order Shortening Time

07/11/2017 **All Pending Motions** (9:00 AM) (Judicial Officer: Saitta, Nancy)

MINUTES

Calendar Call (10/03/2017 at 9:00 AM) (Judicial Officer: Kishner, Joanna S.)
CALENDAR CALL

CANCELED **Bench Trial** (10/09/2017 at 9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Vacated - per Judge

Pre Trial Conference (09/18/2017 at 8:45 AM) (Judicial Officer: Kishner, Joanna S.)
Matter Heard;
Journal Entry Details:
DEFENDANT'S PRO PER MOTION FOR CONTINUANCE...DEFT'S PRO SE EX PARTE MOTION FOR AN ORDER SHORTENING TIME...EMERGENCY MOTION FOR CONTINUANCE Defendant Leventhal, present in proper person, stated he has had two lawyers, one of which did everything wrong. Mr. Leventhal argued for time to get up to speed. Upon Court's inquiry, Mr. Leventhal stated he has not paid a retainer fee. Mr. Parry argued Defendant Leventhal fired his attorney in February of 2017 and stated he would not hire a new attorney. Further, Defendant Leventhal wants to reopen discovery. Colloquy regarding Defendant's residence. Colloquy regarding Defendant Leventhal actually intends to hire counsel. Court canvassed Defendant Leventhal and stated it seems he is placing obstacles in the way of this case going forward. COURT ORDERED, Motion to Continue, Motion for Jury Demand and Motion to Reopen Discovery, DENIED. Matter SET for trial. Mr. Parry to prepare the order and distribute it to Defendant Leventhal at both his Nevada and Utah addresses. 09/07/17 10:15 AM PRE TRIAL CONFERENCE 10/03/17 9:00 AM CALENDAR CALL 10/09/17 9:00 AM BENCH TRIAL;

SCHEDULED HEARINGS

Calendar Call (10/03/2017 at 9:00 AM) (Judicial Officer: Kishner, Joanna S.)
CALENDAR CALL

CANCELED **Bench Trial** (10/09/2017 at 9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Vacated - per Judge

Pre Trial Conference (09/18/2017 at 8:45 AM) (Judicial Officer: Kishner, Joanna S.)

09/18/2017 **Pre Trial Conference** (8:45 AM) (Judicial Officer: Kishner, Joanna S.)
Trial Date Set;
Journal Entry Details:
Statements by the Court. Mr. Parry advised Pltf. ready for trail to be set. Upon Court's inquiry, Mr. Parry stated a day to day and a half for trial and joint pretrial memorandum has already been submitted. COURT ORDERED, trial date VACATED, RESET, Pretrial Memorandum date STANDS and Calendar Call date STANDS per trial order. 10/10/17 11:00 AM BENCH TRIAL;

10/03/2017 **Calendar Call** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
CALENDAR CALL

Matter Heard;
Journal Entry Details:
Upon Court's inquiry, Mr. Parry stated joint pretrial memorandum and exhibits have been submitted. Further, trial brief was also served in May and noted counsel does not have findings of fact and conclusions of law. Mr. Leventhal stated he is not sure what has been submitted to the Court and does not have a copy of what was actually submitted to the Court. Mr. Parry stated they are joint exhibits that have been gone over with Mr. Leventhal. Further, Mr. Parry argued it does not matter what Mr. Leventhal has, if not submitted already, cannot use. Also, counsel advised he has original depositions. MATTER RECALLED: Mr. Leventhal stated what he brought to court today was a replica of what was provided previously. Further, majority of Defi's case is based on the depositions of the Pltfs'. Additionally, Mr. Leventhal stated his prior attorney was at depositions and he at this time does not have them. Mr. Parry stated he will stipulate to use copy of depositions. Further statement by Mr. Parry regarding photographs. Court stated at time of trial, exhibits will be addressed that Deft. wants to propose. Mr. Parry argued photographs were not disclosed, not sure if they are the same and objecting to any late exhibits. Court stated parties will be allowed to argue this issue before trial on Tuesday. Upon Court's inquiry, Mr. Parry advised two witnesses for Pltf. and Mr. Leventhal advised three to four witnesses. Colloquy. Mr. Parry advised he has Supreme Court settlement conference scheduled the second day that counsel is supposed to be here. Court stated bench trial can be heard on the 10th and if need be, will go to the 12th at 1:00 p.m. Upon further inquiry of the Court, Mr. Parry stated he will not do opening statement and Mr. Leventhal advised he will be doing an opening statement. Mr. Parry advised three witnesses, one and a half to two days for trial. Mr. Leventhal advised he will be calling his prior counsel last. Court instructed parties to bring depositions Tuesday morning and trial date STANDS.;

10/09/2017 *CANCELED* **Bench Trial** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Vacated - per Judge

10/10/2017 **Bench Trial** (11:00 AM) (Judicial Officer: Kishner, Joanna S.)
10/10/2017, 10/12/2017-10/13/2017, 12/22/2017
Trial Continues;
Matter Continued;
Set Status Check;
Deferred Ruling;
Journal Entry Details:
Colloquy regarding disclosure of Defense's witnesses. Testimony and Exhibits presented (see worksheets). Defense rests. Closing arguments by Mr. Parry and Mr. Leventhal. Rebuttal by Mr. Parry and Mr. Leventhal. Un-used Depositions returned to counsel in OPEN COURT. Court directed parties to submit the amended proposed Findings of Fact and Conclusions of Law on 1/5/18 by 12:00 p.m. COURT ORDERED, ruling DEFERRED. 1/12/18 DECISION (CHAMBERS);
Trial Continues;
Matter Continued;
Set Status Check;
Deferred Ruling;
Journal Entry Details:
Mr. Leventhal moved for mistrial regarding Dr. Kalodner not being called as a witness by Plaintiff. Arguments by Mr. Parry and Mr. Leventhal. COURT ORDERED, Oral Motion for Mistrial DENIED. Mr. Leventhal moved to use the deposition of Dr. Kalodner or continue trial so Dr. Kalodner can be subpoenaed. Arguments by Mr. Parry and Mr. Leventhal. Matter trailed for Mr. Parry and Mr. Leventhal to discuss potential remedies provided by Court. RECALLED: Further arguments by Mr. Leventhal and Mr. Parry. COURT ORDERED, oral motion to use deposition of Plaintiff RULING DEFERRED until request comes up in Defendant's case in chief. Mr. Parry requested Court rule at this time, if ruling includes not closing the trial today he will call Dr. Kalodner. Upon inquiry by Court, Mr. Leventhal advised he did not know how to proceed with his witness to elect the testimony he needed regarding Dr. Kalodner. Court stated it will need to defer the ruling. Mr. Parry stated the pleadings from the Family Court case are under seal and he doesn't want to violate anything in that case. Upon inquiry of Court as to if the case in family court is fully sealed, Mr. Leventhal stated it is. Court stated it would look into the matter. Testimony and exhibits presented (see worksheets). Mr. Parry stated he will be calling Dr. Kalodner and has instructed her to come in . Court in recess. RECALLED: Court in an abundance of caution ORDERED trial testimony and exhibits sealed in this case, starting from the trial commencement on October 17, 2017, TEMPORARILY SEALED, video proceedings will be sealed, and no exhibit list will be scanned into Odyssey at this time. Colloquy as to schedule and time constraints of Dr. Kalodner. Mr.

Leventhal stated he would willing to continue the trial to a different day to finish the witness. Mr. Parry requested to finish the witness then take lunch. Colloquy regarding the remedies whether or not trial will be closing. Mr. Leventhal stated he did not believe trial would finish today. Mr. Parry withdrew his request. Testimony and exhibits presented (see worksheets). Colloquy as to schedule. Testimony and exhibits presented (see worksheets). Colloquy regarding the issue of jurisdiction. Parties to receive direction from Family court and notify Court of what issues are to be addressed by this Court. ORDERED, matter SET for status check on new continued bench trial date, jurisdiction issue, and whether or not matter will remain sealed. 11/14/2017 9:00 AM STATUS CHECK: JURISDICTION; SETTING OF TRIAL; WHETHER MATTER WILL REMAIN SEALED ;
Trial Continues;
Matter Continued;
Set Status Check;
Deferred Ruling;
Journal Entry Details:
Colloquy regarding negligence. Court noted no witness, not raised and not appropriate to come up in trial. Statement by Deft. Court stated legal advise cannot be offered. Testimony and exhibits presented. (See worksheets). Court recessed and ORDERED, matter CONTINUED. CONTINUED TO: 10/13/17 9:00 AM;
Trial Continues;
Matter Continued;
Set Status Check;
Deferred Ruling;
Journal Entry Details:
Colloquy regarding exhibits. Mr. Parry stated Deft. never raised a counterclaim as to negligence and argued in support. Opposition by Pltf. Court stated FINDINGS and ORDERED, no expert testimony as to the standard of care. Opening statement by Deft. Testimony and exhibits presented. (See worksheets). Court recessed and ORDERED, matter CONTINUED. CONTINUED TO: 10/12/17 1:00 PM;

11/14/2017 **Status Check** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Status Check: Jurisdiction; Setting of Trial; Whether Matter Will Remain Sealed
Matter Heard;

11/14/2017 **Status Check** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Status Check Re: Jurisdiction of the Court & Schedule the Continuance of Trial Date
Matter Heard;

11/14/2017 **All Pending Motions** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Matter Heard;
Journal Entry Details:
STATUS CHECK: JURISDICTION; SETTING OF TRIAL; WHETHER MATTER WILL REMAIN SEALED...STATUS CHECK: JURISDICTION OF THE COURT & SCHEDULE THE CONTINUANCE OF TRIAL DATE Colloquy between Court and counsel as to what remains for the Court to decide in the Bench Trial. Deft. stated that he has two witnesses including himself. COURT ORDERED, matter SET for the continued Bench Trial. COURT FURTHER ORDERED, that whatever was sealed will remain SEALED and will re-evaluate it at the continued Bench Trial. 12/22/17 9:00 AM BENCH TRIAL;

01/26/2018 **Decision** (3:00 AM) (Judicial Officer: Kishner, Joanna S.)
Decision Made;
Journal Entry Details:
Court will separately file Decision. CLERK S NOTE: This Minute Order was electronically served by Courtroom Clerk, April Watkins, to all registered parties for Odyssey File & serve. aw;

02/06/2018 **Minute Order** (2:00 PM) (Judicial Officer: Kishner, Joanna S.)
Minute Order - No Hearing Held;
Journal Entry Details:
Pursuant to SCR 4, The Findings of Fact and Conclusions of Law and the Notice of Entry of same are to be filed under seal until further determination has been made by the Court that the Order is to be unsealed. CLERK'S NOTE: This Minute Order was electronically served by

Courtroom Clerk, Tena M Jolley, to all registered parties for Odyssey File & Serve. (tmj:2/6/18);

03/15/2018 **Motion for Attorney Fees and Costs** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Granted in Part;
Journal Entry Details:
Court calls this matter last to give defendant a full opportunity to appear; defendant is not present and there was no notification was received by the Court. Court noted it received a motion to continue the 4/3/18 hearing; as well as an Opposition to Plaintiff's Motion for Attorneys Fees and Costs electronically filed on 3/14/18. Court read defendant's opposition which referenced their opposition was contained in its Motion for Clarification for Final Order Judgment Amount. Upon the Court's inquiry, Mr. Parry stated he wished to proceed forward with the scheduled Motion for Attorneys Fees and Costs and had no objection to the Court considering the 2/27/18 and 3/14/18 filings by Defendants. COURT FINDS it can address the pending motion on the merits; stated its inclination; and Mr. Parry submitted on the pleadings. COURT ORDERED, the Findings of Fact and Conclusions of Law and Judgment filed 1/31/18 UNSEALED consistent with Supreme Court Rule 4 and statutory authority. COURT FURTHER ORDERED Motion for Attorneys Fees and Costs GRANTED IN PART pursuant to NRS 18, NRCP 68, and EDCR 2.20, as to Defendant Audie G. Leventhal; the amount of time spent appears appropriate however the Court will apply a reduction on the hourly rate to the fees charged; GRANTED IN PART pursuant to NRS 18, Entry of Default, NRCP 68, and EDCR 2.20. Mr. Parry indicated that Ms. Jacqueline Leventhal recently filed Bankruptcy. With respect to Jacqueline Leventhal, the Court will SUSPEND any enforcement pending the Court being provided a clarification as to the Bankruptcy of Jacqueline Leventhal. Mr. Parry to prepare the Order pursuant to EDCR 7.21.;

03/15/2018 **Minute Order** (2:30 PM) (Judicial Officer: Kishner, Joanna S.)
Minute Order - No Hearing Held;
Journal Entry Details:
On March 15, 2018, this matter came on for hearing on Plaintiffs' Motion for Attorney Fees and Costs. After a full review of the briefing and taking into account both the February 27 and March 14 filings of Defendant, the Court GRANTED the Motion for Fees and Costs based on the applicable law but set forth that it was reducing the fees sought under Brunzell and deferred the ruling on that reduction to the Court's chambers calendar as stated by the Court in open court. Separate and apart from that motion, the Court intended to address the Motion for Continuance filed by Defendant on March 14, 2018 since the Motion did not comply with the rules and did not set forth a notice of motion nor a request for order shortening time. Because Defendant and movant Audie Leventhal did not appear at the properly noticed hearing on March 15, 2018, the Court could not address the defects in the purported "motion for a continuance" with the movant and given that if the motion were heard in ordinary course it would be heard after the April 3rd hearing, the Court having no objection by Plaintiffs' counsel who was present in Court, finds it appropriate to issue the following minute order. Plaintiff has filed a Motion for Continuance indicating that he requests a continuance of the hearing on April 3, 2018, on his pending Motion for Clarification. There was no Notice of Motion contained within the Motion nor was the relief requested on an Order Shortening Time and thus even if there was a notice of motion, any such hearing in ordinary course would be set approximately 28 to 30 days after filing, which would be after the April 3rd hearing. Accordingly, as no notice of motion was filed along with the Motion for Continuance, nor was any request for an Order Shortening Time made to the Court, the Motion for Continuance is not presently set for hearing. Nevertheless, given that there was no objection from any party present at the hearing on March 15, 2018 to having the Court advance and address the requested relief and addressing the relief inures to the benefit of both parties and assists with judicial economy, the Court finds it appropriate to make a ruling on that motion at this time, pursuant to EDCR 2.23(c). While the Court is generally amenable to accommodating scheduling requests agreed upon by the parties, in the absence of agreement by the parties, the Court must evaluate requests for scheduling changes for good cause. As Defendant was not present at the hearing on March 15, 2018, and there was nothing in the Motion that stated that Defendant sought any agreement with Plaintiff's counsel, the Court reviews the request to determine if Defendant's request can be accommodated without prejudice to Plaintiffs. As a basis for his request for continuance, Defendant has cited only the fact that he has a hearing scheduled in Department XXIII on the same date. Indeed as conceded in the Motion, Defendant's hearing on his Motion is set for 9:00 a.m. in the instant department and his hearing before Department XXIII is scheduled for 9:30 a.m. Although Defendant indicates that he has another hearing scheduled for the same date, half an hour after the matter before this Court, the Court determines that this is not an adequate reason to warrant a change in the date

of the hearing. The Court makes this determination in light of several factors, as follows. First, the Court notes that the hearing in Department XXIII and the hearing before this Court are scheduled to take place in the regular courtrooms of the two departments, which are both located on the 12th floor of the Regional Justice Center, and that the two courtrooms are located immediately adjacent to one another. The Court has also received an affirmative confirmation from Department XXIII that Department XXIII is willing to accommodate Defendant's appearance in this Court, if necessary, and trail the matter in Department XXIII until oral argument can be concluded on April 3rd before this Court. This accommodation is routinely given to litigants and/or their counsel as having multiple hearings on the same day is common. The Court also notes that as long as the parties are present in this Court promptly at 9:00 a.m. on April 3rd, the date of the hearings, the Court will be ready and willing to hear the oral argument in this case at that time, which should allow more than sufficient time for Defendant to be present in the courtroom next door for his other hearing. The Court finds that these are adequate accommodations to address the issues raised in Defendant's motion, and given that Defendant failed to request oral argument through a notice of motion, and failed to appear before the Court at a properly noticed hearing on another motion where this matter could be addressed in open court, and as Defendant has failed to seek or reach an agreement with opposing counsel regarding rescheduling the hearing, the Court finds that Defendant's motion is DENIED, subject to the accommodations listed above. Accordingly, the present hearing will go forward as scheduled at 9:00 a.m. on April 3, 2018. CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Tena M. Jolley, to all registered parties for Odyssey File & Serve. (tmj:3/15/18);

04/03/2018 **Motion** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)

Motion for Clarification for Final Order Judgment Amount if any and for Reconsideration of Internally Inconsistent Order

Denied; Motion for Clarification for Final Order Judgment Amount if any and for Reconsideration of Internally Inconsistent Order

Journal Entry Details:

The Court having reviewed the pleadings, provided the parties with its inclination and heard the oral arguments by Mr. Leventhal and Mr. Parry, the Court adopted its inclination, stated its FINDINGS and ORDERED, Motion DENIED and its prior Order AFFIRMED. Mr. Parry to prepare the order pursuant to EDCR 7.21.;

05/08/2018 **Motion to Amend Judgment** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)

05/08/2018, 05/25/2018

Plaintiffs' Motion to Amend Judgment

Continued for Chambers Decision; Plaintiffs' Motion to Amend Judgment Vacate;

Journal Entry Details:

Proposed Orders submitted.;

Continued for Chambers Decision; Plaintiffs' Motion to Amend Judgment Vacate;

Journal Entry Details:

Following arguments by Mr. Parry and Mr. Leventhal, the Court stated its FINDINGS and ORDERED Motion to Amend is DENIED. The COURT FURTHER ORDERED, plaintiff's request for a judgment with actual numbers is GRANTED. Mr. Parry to prepare the Order and circulate it to Mr. Leventhal pursuant to EDCR 7.21. The Court DIRECTED the parties to submit a proposed Judgment to the Court no later than noon on May 21, 2018 and ORDERED, matter CONTINUED to its Chambers Calendar for receipt of the Order and Judgment. CONTINUED TO: 5/25/18 (CHAMBERS);

06/19/2018 **Motion to Amend** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)

06/19/2018, 07/17/2018

Defendant's Motion to Amend 1/31/2018 Findings of Facts, Conclusions of Law and Judgment; Calculations of Amounts

Vacated at defendant's request

Matter Continued; Defendant's Motion to Amend 1/31/2018 Findings of Facts, Conclusions of Law and Judgment; Calculations of Amounts; Owed by All Parties and Request for Continuance

Denied Without Prejudice; Defendant's Motion to Amend 1/31/2018 Findings of Facts, Conclusions of Law and Judgment; Calculations of Amounts; Owed by All Parties and Request for Continuance

	Journal Entry Details: *Mr. Leventhal stated he does not agree with the calculations regarding the amount he owes, and that the calculations are misleading. Mr. Parry argued that this matter has been ruled on by the Court already. He submitted on the briefs. The Court noted it took into account every single document as well as the fact that it listened to some of the trial; the final judgment was signed on 6/1/18. Following further discussion regarding the mathematical calculations, COURT ORDERED, motion is DENIED WITHOUT PREJUDICE and the Court's prior decision is AFFIRMED. Mr. Parry to prepare the order.;* Vacated at defendant's request Matter Continued; Defendant's Motion to Amend 1/31/2018 Findings of Facts, Conclusions of Law and Judgment; Calculations of Amounts; Owed by All Parties and Request for Continuance Denied Without Prejudice; Defendant's Motion to Amend 1/31/2018 Findings of Facts, Conclusions of Law and Judgment; Calculations of Amounts; Owed by All Parties and Request for Continuance Journal Entry Details: *The Court noted there was a pleading filed with oral argument requested, however then there was a final judgment so the hearing was vacated as there was nothing that was requested that had not already been addressed. If the parties deem that there is something that they wish to be heard, the Court will need to reschedule a hearing. Colloquy regarding scheduling. COURT ORDERED, matter SET for hearing. 7/17/18 9:00 AM DEFENDANT'S MOTION TO AMEND 1/31/18 FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT; CALCULATIONS OF AMOUNTS OWED BY ALL PARTIES AND REQUEST FOR CONTINUANCE;*
06/19/2018	*CANCELED* **Motion** (9:00 AM) (Judicial Officer: Kishner, Joanna S.) *Vacated*

DISTRICT COURT CIVIL COVER SHEET

County, Nevada

Case No. A-14-710566-C Dept XXXI

(Assigned by Clerk's Office)

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

Plaintiff(s) (name/address/phone):	Defendant(s) (name/address/phone):
Margaret Pickard, Esq., dba Margaret Pickard, PLLC and Dr. Melissa F. Kalodner, Psy.D	Audie G. Leventhal and Jacqueline J. Leventhal
Attorney (name/address/phone):	Attorney (name/address/phone):
Zachariah B. Parry, Esq., 10120 S. Eastern Ave., Ste. 140, Henderson, NV 89052, 702-910-4300	

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

Civil Case Filing Types

Real Property

Landlord/Tenant
- ☐ Unlawful Detainer
- ☐ Other Landlord/Tenant

Title to Property
- ☐ Judicial Foreclosure
- ☐ Other Title to Property

Other Real Property
- ☐ Condemnation/Eminent Domain
- ☐ Other Real Property

Torts

Negligence
- ☐ Auto
- ☐ Premises Liability
- ☐ Other Negligence

Malpractice
- ☐ Medical/Dental
- ☐ Legal
- ☐ Accounting
- ☐ Other Malpractice

Other Torts
- ☐ Product Liability
- ☐ Intentional Misconduct
- ☐ Employment Tort
- ☐ Insurance Tort
- ☐ Other Tort

Probate

Probate *(select case type and estate value)*
- ☐ Summary Administration
- ☐ General Administration
- ☐ Special Administration
- ☐ Set Aside
- ☐ Trust/Conservatorship
- ☐ Other Probate

Estate Value
- ☐ Over $200,000
- ☐ Between $100,000 and $200,000
- ☐ Under $100,000 or Unknown
- ☐ Under $2,500

Construction Defect & Contract

Construction Defect
- ☐ Chapter 40
- ☐ Other Construction Defect

Contract Case
- ☐ Uniform Commercial Code
- ☐ Building and Construction
- ☐ Insurance Carrier
- ☐ Commercial Instrument
- ☒ Collection of Accounts
- ☐ Employment Contract
- ☐ Other Contract

Judicial Review/Appeal

Judicial Review
- ☐ Foreclosure Mediation Case
- ☐ Petition to Seal Records
- ☐ Mental Competency

Nevada State Agency Appeal
- ☐ Department of Motor Vehicle
- ☐ Worker's Compensation
- ☐ Other Nevada State Agency

Appeal Other
- ☐ Appeal from Lower Court
- ☐ Other Judicial Review/Appeal

Civil Writ

Civil Writ
- ☐ Writ of Habeas Corpus
- ☐ Writ of Mandamus
- ☐ Writ of Quo Warrant
- ☐ Writ of Prohibition
- ☐ Other Civil Writ

Other Civil Filing

Other Civil Filing
- ☐ Compromise of Minor's Claim
- ☐ Foreign Judgment
- ☐ Other Civil Matters

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

11/26/2014

Date

Signature of initiating party or representative

See other side for family-related case filings.

FILED

JAN 3 1 2018

CLERK OF COURT

FFCL

DISTRICT COURT

CLARK COUNTY, NEVADA

MARGARET PICKARD, ESQ., dba MARGARET PICKARD, PLLC; and DR. MELISSA F. KALODNER, PSY.D., PLAINTIFFS, vs. AUDIE G. LEVENTHAL and JACQUELINE J. LEVENTHAL, DEFENDANTS.	Case No.: A-14-710566-C Dept. No.: XXXI **FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT**

A-14-710566-C
FUS
Filed Under Seal
4716211

I. INTRODUCTION AND PROCEDURAL HISTORY

The instant litigation was filed in October 2014. In February 2016, Defendants filed a counterclaim against Plaintiffs. Thereafter, Defendant Jacqueline Leventhal did not participate in the litigation; and thus, on June 12, 2017, Jacqueline Leventhal's Answer was stricken and her counterclaims were dismissed. The Bench Trial commenced on October 10, 2017. During the course of the trial as noted herein, an issue regarding the Court's jurisdiction arose; and thus, trial concluded on December 22, 2017, after the Civil Court received clarification from the Family Court as to the jurisdictional issue. Present at trial was Zachariah Parry on behalf of Plaintiffs and Audie Leventhal in proper person.

Having heard all the evidence and the arguments of the parties, the Court finds as follows:

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FINDINGS OF FACT

1. A complaint for divorce between Audie and Jackie Leventhal was filed on January 16, 2009.[1]

2. A custody dispute between Audie and Jackie Leventhal was heard in the Eighth Judicial Court, Family Division.

3. On October 30, 2012, Judge Teuton found that the level of conflict between the parents is high.

4. On March 3, 2014, Judge McGee stated, "the case has been ratcheted into a high–conflict, high-drama level controversy."

5. The Family Division appointed Margaret Pickard as the Special Master/Parenting Coordinator in the Leventhal Custody case on November 9, 2012.

6. On or around May 17, 2013, Audie Leventhal signed a written contractual agreement ("Parenting Coordination Agreement") with Margaret Pickard, for the engagement of Margaret Pickard's parent coordination services. The Parenting Coordination Agreement had to be consistent with the appointment of Margaret Pickard as ordered by the Family Division.

7. Audie Leventhal faxed the signed Parenting Coordination Agreement to Margaret Pickard on June 17, 2013, at 7:42 a.m.

8. While Audie Leventhal testified that he did not feel it was his signature, the Court found that due to the extrinsic evidence presented at trial through testimony and exhibits and as summarized herein, the Court finds that the preponderance of the evidence demonstrates that the signature on the Parenting Coordinator Agreement dated May 17, 2013, is Audie Leventhal's

[1] The Divorce proceeding is sealed and the parties asked that the minor child's name not be used so the Court is not referencing the minor child's name and is only citing Family Division records to the extent needed to provide the instant ruling analysis.

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signature. Even if there could be viewed a difference of opinion as to whether it was his signature, the conduct of the parties demonstrates that Audie Leventhal should be bound to the Parenting Coordination Agreement to the extent it is consistent with Orders of the Family Division of the Eighth Judicial District.

9. On or around May 22, 2013, Jacqueline Leventhal entered into the Parenting Coordination Agreement with Margaret Pickard, for the engagement of Margaret Pickard's parent coordination services.

10. After the Parenting Coordination Agreement was signed by both Leventhals, Margaret Pickard provided parenting coordinator/special master services and routinely submitted monthly invoices therefor (as per the Parenting Coordination Agreement and Court Order).

11. Per the provisions in the Parenting Coordination Agreement and Court Order, if there were any fee disputes for services rendered, Audie and/or Jackie Leventhal would have to submit objections thereto within thirty days.

12. There was no evidence presented that either Audie or Jackie Leventhal raised any timely objections to Margaret Pickard's monthly invoices to the Family Division.

13. The written agreement set forth that the Leventhals were to be jointly and severally liable for debts incurred related to Margaret Pickard's services. The Family Division made various orders during the divorce proceedings regarding the payment of fees to Margaret Pickard and Dr. Melissa Kalodner. The Family Division, Judge Burton, on October 30, 2017, provided an *Order Clarifying Jurisdiction Regarding Fees to Pickard and Fees to Kalodner* which is discussed herein, and which set forth the scope of the this instant case.

14. Margaret Pickard billed a total of $53,894.00 to Audie Leventhal.

15. Audie Leventhal paid a total of $45,211.50 of Margaret Pickard's bills.

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16. Margaret Pickard billed a total of $10,956.25 to Jackie Leventhal.

17. Jackie Leventhal never paid any of Margaret Pickard's bills.

18. Based on the monthly outstanding invoices, there is total outstanding principal amount of $17,551.25 that Margaret Pickard asserts is due in the instant litigation.

19. On October 23, 2013, the Leventhals signed a written contractual agreement ("Consent for Treatment Agreement") with Dr. Melissa Kalodner, for the engagement of Dr. Melissa Kalodner's services as a clinical child psychologist.

20. Dr. Melissa Kalodner's role as a clinical child psychologist for the Leventhals' minor child was also due to Court appointment.

21. Dr. Melissa Kalodner succeeded Caron Whipple as the child psychologist.

22. Evidence was produced that there was an Order from the Family Division that Audie Leventhal was to pay 100% of Caron Whipple's bills. There was a dispute as to whether that Order applied to Dr. Melissa Kalodner's bills as well.

23. After the Consent for Treatment Agreement was signed by both Leventhals, Dr. Melissa Kalodner provided therapy to the Leventhals' minor child.

24. At Audie Leventhal's request, Dr. Melissa Kalodner did not send invoices for her services until after the January 8, 2014, hearing where it was to be determined whether Jackie Leventhal would pay a portion of Dr. Melissa Kalodner's bills.

25. At the January 8, 2014, hearing the Family Court determined that Jackie Leventhal and Audie Leventhal would each prospectively pay 50 percent (50%) of Dr. Melissa Kalodner's bills.

26. After the January 8, 2014, hearing, Dr. Melissa Kalodner submitted

invoices for her services, with payment due within 30 days of invoicing (as per the Consent for Treatment Agreement).

27. Dr. Melissa Kalodner billed a total of $31,930.00 to the Leventhals.

28. Audie Leventhal paid a total of $7,900.00.

29. There remains a total outstanding balance of $24,040.00 on Dr. Melissa Kalodner's bills.

30. Of the total $24,040.00 outstanding, $1,036.00 was for services after January 8, 2014.

31. Of the total $24,040.00 outstanding, $22,994.00 was for services before January 8, 2014.

32. As fully set forth in the record, the Court issued an Order in this case on June 12, 2017, striking Jacqueline Leventhal's answer, dismissing her counterclaims, and directing entry of Default Judgment against Jacqueline Leventhal and in favor of Margaret Pickard for the principal sum of $17,551.25, plus $2,961.07 in pre-judgment interest, plus post-judgment interest at $3.09 per day, starting May 8, 2017, until the Judgment is paid in full.

33. This Court issued an Order on June 12, 2017, directing entry of Default Judgment against Jacqueline Leventhal and in favor of Dr. Melissa Kalodner for the principal sum of $518.00, plus $88.61 in pre-judgment interest through May 8, 2017, and post-judgment interest at $0.09 per day until the Judgment is paid in full.

34. This Court deferred ruling until after trial on whether the Judgment in favor of Margaret Pickard and against Jacqueline Leventhal would be joint and several with Audie Leventhal.

II.

CONCLUSIONS OF LAW

1. Margaret Pickard's appointment as Special Master/Parenting

Coordinator was pursuant to N.R.C.P. 53.

2. Dr. Melissa Kalodner's appointment as a child psychologist/voice of the child was pursuant to N.R.C.P. 53.

3. The elements for Breach of Contract are: (1) the existence of a valid contract; (2) breach by the defendant; and (3) resulting damages. *Golden v. McKim*, 37 Nev. 205, 141 P. 676, 678 (1914); *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005).

4. For a valid contract to exist there must be an offer, an acceptance, meeting of the minds, and consideration. *Golden*, 37 Nev. 205, 141 P. at 678 (1914); *May*, 121 Nev. at 672, 119 P.3d at 1257.

5. A party has breached the Implied Covenant of Good Faith and Fair Dealing if that party performs a contract in a manner that is unfaithful to the purpose of the contract, and the justified expectations of the other party are thus denied. *Hilton Hotels Corp. v. Butch Lewis Prods., Inc.*, 107 Nev. 226, 808 P.2d 919, 923 (1991).

A. Margaret Pickard's Breach of Contract Claim

6. Margaret Pickard's Parenting Coordinator Agreement was an offer.

7. When the Leventhals signed the Parenting Coordinator Agreement, they accepted the offer.

8. Waiver in Nevada is the voluntary and intentional relinquishment of a known right. *Udevco, Inc. v. Wagner*, 100 Nev. 185, 189, 678 P.2d 679, 682 (1984).

9. Audie Leventhal has waived his right to deny that he entered into the Parenting Coordinator Agreement because he made payments on the Parenting Coordination Agreement.

10. A party is estopped from denying a fact when that party is apprised of the true facts; intends that his conduct be acted upon (or must act in a way

that the other party believes that was the intent); the other party is ignorant of the true facts; and relies on the first party's conduct to her detriment. *NGA #2 Ltd. Liab. Co. v. Rains*, 113 Nev. 1151, 1160, 946 P.2d 163, 169 (1997).

11. Audie Leventhal is estopped from denying his acceptance of the contract's terms because he was apprised of the true facts (he knew he had accepted Margaret Pickard's services, regardless of whether he actually signed the agreement); he acted in a way that led Margaret Pickard to believe that Audie Leventhal intended to use and pay for Margaret Pickard's services, and did in fact use them and pay for part of them; Margaret Pickard was unaware that Audie Leventhal was going to deny having entered into a contract; and Margaret Pickard's reliance was to her detriment because she continued to provide parenting services under the Parenting Coordination Agreement.

12. The parties had a meeting of the minds because, as made explicit in the Family Court Orders, all parties to the Parenting Coordinator Agreement were instructed that the purpose of the Parenting Coordinator Agreement was for Margaret Pickard to act as a Special Master and help resolve parent/child and custody/visitation issues by: facilitating a resolution of disputes regarding visitation and child therapy; directing parents to take random drug screens, participate in parenting classes, or get counseling or substance abuse assessment or treatment; implement changes to, or clarification of, the Court Orders including related custodial exchanges, holiday sharing, parent-to-parent communication, health-care management, day care, and religious education; and make temporary decisions over minor disputes as well as make recommendations to the Court about substantive issues.

13. The defense of duress requires that one party make a threat sufficiently grave to induce another party into accepting an offer and creating a contract.

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14. A Court Order requiring Audie Leventhal to engage the services of a Parenting Coordinator is not duress because: (1) the Court is not a party; (2) the Court Order is not a threat; and (3) the Court was not requiring the Leventhals to use a Parenting Coordinator. The Leventhals did not have to use the services of a Parenting Coordinator at all, but if they chose to engage one, they had to pay for those services. Additionally, they could have objected to her appointment, and the Court would have appointed another, as has happened several times in the family law case.

15. Margaret Pickard's promise to provide child psychology services in exchange for the Leventhals' promise to pay $250.00 hourly provide consideration for the Parenting Coordinator Agreement.

16. Margaret Pickard performed her duties under the Parenting Coordination Agreement by providing parenting coordination services and billing for them.

17. The Leventhals waived their right to claim Margaret Pickard did not fully perform because they did not object to her billing within 30 days of receipt as required by Court Order.

18. The Leventhals breached the Parenting Coordination Agreement by failing to pay for Margaret Pickard's Services.

19. Margaret Pickard was damaged as a result of the Leventhals' breach, in principal, the amount of $17,551.25.

20. The amount owed to Margaret Pickard is subject to the Orders regarding payment that were entered by the Family Division of the Eighth Judicial Court as that is the entity that ordered the parent coordination and Margaret Pickard accepted the assignment as Parenting Coordinator, subject to the terms of the appointment by the Family Division of the Eighth Judicial Court. Accordingly, while the Court finds, as further set forth herein, that Margaret

Pickard is owed the principal amount of $17,551.25, the Court does not find that the Leventhals are joint and severally liable for that amount; but, instead, are only liable for the portion of the outstanding amount consistent with the terms of the Family Division Orders regarding payment for the services of a Parenting Coordinator. While the Court is cognizant of the written agreement which has a joint and several provision, that provision is inconsistent with the express terms of the Family Division Orders appointing a Parenting Coordinator and its subsequent Orders wherein it set forth the percentage each parent was responsible towards the payment of Margaret Pickard's fees. Indeed, the Civil Division does not have jurisdiction to modify the Orders of the Family Division that were entered in the divorce action between the Leventhals.

21. Specifically, Judge Burton's Order of October 30, 2017, provides in relevant part that:

> COURT FINDS that Pickard and Kalodner were formerly appointed by the Court in this case to act as Special Master Parenting Coordinator and Child Psychologist, respectively.
>
> COURT FINDS that pursuant to the *Special Master Recommendation* filed September 3, 2013, Pickard's fees were to be paid 25% by Jacqueline and 75% by Audie, and the child's counselor (Dr. Caron Whipple at that time) was to be paid by Audie. By *Order* entered October 21, 2103, the *Special Master Recommendations* were temporarily adopted by the Court and confirmed by *Order* entered December 6, 2013.
>
> COURT FINDS that on January 8, 2014, memorialized by *Order* entered March 13, 2014, the parties agreed to replace Whipple with Kalodner. The Court modified division of fees for services to require both Pickard's fees and Kalodner's fees to be paid 50% by Jacqueline and 50% by Audie going forward. Division of fees prior to January 8, 2014, would be determined by an evidentiary hearing set in April 2014 which did not go forward leaving the issue unresolved.

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COURT FINDS that shortly thereafter a dispute arose between both Pickard and Kalodner against the Leventhals regarding collection of unpaid fees. On June 13, 2014, Pickard filed a *Motion to Reduce Order to Judgment* before the Family Division to collect unpaid fees which was opposed by the Leventhals. On August 18, 2015, Sr. Judge Charles McGee heard the matter and ruled as follows:

> *THE COURT FURTHER FINDS that a defense of this nature should be litigated in a separate forum where the parties would have the benefit of expert testimony to exam Ms. Pickard's conduct. In other words, the Eighth Judicial District Civil Division is a more appropriate forum for this dispute.*
>
> *THE COURT FURTHER FINDS that Ms. Pickard is entitled to seek the amounts she claimed in principal and costs in a separate action to the extent she can prove any of the claims set forth in her briefings.*

See Order After Hearing of August 18, 2014 signed by Sr. Judge Jack B. Ames for Sr. Judge Charles McGee.

COURT FINDS that on November 26, 2014, Pickard, joined by Kalodner, filed a Complaint for fees against the Leventhals in the Civil Division. During the trial of the fee dispute in the Civil Division, Judge Kishner presiding over that matter, became aware of this Court's *Order After Hearing,* entered November 29, 2016, which provides:

> *13. The Court will re-address the issue of Dr. Melissa Kalodner's bills and Margaret Pickard's bills at the time of trial. The Court notes the March 2016 Order provides that MOM was ordered to pay at least twenty-five percent (25%) of Dr. Melissa Kalodner's bills and fifty percent (50%) of Margaret Pickard's bills.*

Concerned that the Family Division had retained jurisdiction over the fee dispute, Judge Kishner suspended the trial in the Civil Division to allow the

parties to obtain clarification of the jurisdictional issue from the Family Division.

COURT FINDS that by way of their *Emergency Motion,* Pickard and Kalodner seek clarification of jurisdiction by the Family Division as to their fee dispute with the Leventhals.

COURT FINDS that the trial referenced in the *Order After Hearing* entered November 29, 2016, took place on December 5, 2016, with the decision rendered in open Court on January 11, 2017. The purpose of trial was, among other issues, to finally resolve the dispute between the parties regarding (1) the proportional split between the parties of Pickard's fees and Kalodner's fees prior to January 8, 2014; and (2) determination of Jacqueline's share of fees already paid by Audie.

COURT FINDS that pursuant to its *Decision and Order of the Court on January 11, 2017 Following the Evidentiary Trial Entered July 21, 2017, (sic)* there was no evidence presented at trial to justify that the split should be anything other than 50% to Jacqueline and 50% to Audie for Kalodner's fees; 25% to Jacqueline and 75% to Audie for Pickard's fees before January 8, 2014; and 50% to Jacqueline and 50% to Audie for Pickard's fees from January 8, 2014, goingforward.

COURT FINDS that pursuant to its *Decision and Order of the Court on January 11, 2017 Following the Evidentiary Trial Entered July 21, 2017,* the Court expressly found that "there is a pending lawsuit but that is for additional fees outside the amount of money [Audie] has already paid."

COURT FINDS that, in short, the Family Division resolved *as between the parties* how much Jacqueline owed Audie for *fees already paid* by Audie to Kalodner, and that the dispute pending in the Civil Division was to resolve Pickard and Kalodner's request for *fees not paid.*

COURT FINDS that based upon Sr. Judge McGee's decision, this Court has never assumed the task of determining, as between the Leventhals and Pickard and/or Kalodner, the dispute regarding the collection of

unpaid fees and was aware that the issue was pending in the Civil Division

NOW, THEREFORE, IT IS HEREBY ORDERED that the Family Division did not retain jurisdiction to decide the fee dispute between Pickard and the Leventhals or Kalodner and the Leventhals with regard to alleged unpaid fees owed by the Leventhals to each of these two professionals.

22. Margaret Pickard is entitled to judgment in the principal amount of $17,551.25 and total pre-judgment interest at 5.25% annually, or $3,536.66, as follows:

a. For Invoice No. 1251 for $3,845.00, payment for which was due February 28, 2014, $0.55 per day for 1,393 days, between when it was due and December 22, 2017; for a total of $770.40;

b. For Invoice No. 1286 for $2,750.00, payment for which was due March 19, 2014, $0.40 per day for 1,374 days, between when it was due and December 22, 2017, for a total of $543.48;

c. For Invoice No. 1055 for $1,787.50, payment for which was due December 12, 2013, $0.26 per day for 1,471 days, between when it was due and December 22, 2017, for a total of $378.20;

d. For Invoice No. 1090 for $1,412.50, payment for which was due January 17, 2014, $0.20 per day for 1,435 days, between when it was due and December 22, 2017, for a total of $291.55;

e. For Invoice No. 1252 for $5,006.25, payment for which was due February 19, 2014, $0.72 per day for 1,402 days, between when it was due and December 22, 2017, for a total of $1,009.55; and

f. For Invoice No. 1287 for $2,750.00, payment for which was due March 19, 2014, $0.40 per day for 1,374 days, between when it

was due and December 22, 2017, for a total of $543.48.

23. Total judgment is $17,551.25 in principal, $3,536.66 in pre-judgment interest, for a total of $21,087.91, plus $3.18 per day in post-judgment interest until paid in full. Each Leventhal Defendant is responsible for his/her pro-rata share as defined by the Family Division and which is excerpted above. To the extent that Audie Leventhal asserts that he overpaid any portion; that issue is not before this Court, as the only issue before this Court is payment to Margaret Pickard of the unpaid portion of her contractual bill as set forth herein, and which is to be paid in the pro-rata portion as set forth by the Clarifying Order.

B. Margaret Pickard's Bad Faith Claim

24. The purpose of the Parenting Coordinator Agreement was to provide the Leventhals with a resource for dispute resolution in their high-conflict custody case.

25. The Leventhals did not pay Pickard for her services, but there was no evidence presented that Leventhals' acted intentionally, and with malice and oppression. Instead, the parties disputed the method of billing, the amount of billing, and who was responsible for the payments. Accordingly, while the Court finds that there was a breach of contract and does not find that Audie Leventhal has met his burden with respect to the affirmative defenses he raised, or that he would prevail on his counterclaims (discussed further below), the Court does not find that Pickard has met her burden to establish an entitlement to punitive damages pursuant to applicable case law, nor has Pickard established her bad faith claim.

C. Margaret Pickard's Unjust Enrichment Claim

26. A party cannot recover for Unjust Enrichment where there is recovery on a contract. *Carrigan v. Ryan*, 109 Nev. 797, 798, 858 P.2d 29, 30

(1993).

27. Because Margaret Pickard recovered for Breach of Contract, she cannot recover for Unjust Enrichment.

D. Dr. Melissa Kalodner's Breach of Contract Claim

28. Dr. Melissa Kalodner's Consent for Treatment Agreement was an offer.

29. When the Leventhals signed the Consent for Treatment Agreement, they accepted the offer.

30. The parties had a meeting of the minds because, as made explicit in the Family Court Orders, all parties to the Consent for Treatment Agreement were instructed that the purpose of the Consent for Treatment Agreement was for Dr. Melissa Kalodner to act as a child psychologist for the Leventhals' minor son, and speak on his behalf during the Family Court proceedings.

31. Dr. Melissa Kalodner's promise to provide parenting coordination services in exchange for the Leventhals' promise to pay $300 hourly provide consideration for the Parenting Coordination Agreement.

32. Dr. Melissa Kalodner performed her duties under the Consent for Treatment Agreement by providing child psychology services and billing for them.

33. The Leventhals breached the Consent for Treatment Agreement by failing to pay for Dr. Melissa Kalodner's Services.

34. Dr. Melissa Kalodner was damaged as a result of the Leventhals' breach in principal the amount of $24,030.00.

35. Based on a review of the Family Court Orders, including the October 30, 2017, Order Clarifying, the Court finds that the Family Division did order that Audie Leventhal was responsible for paying 50 percent (50%) of the fees incurred by Dr. Kalodner. Specifically, the October 30, 2017, Order clarifying

confirms that the January 11, 2017, Decision rendered in open court in the Family Division determined "the proportional split between the parties of Pickards's fees and Kalodner's fees prior to January 8, 2014..." and that "there was no evidence presented at trial to justify that the split should be anything other than 50% to Jacqueline and 50% to Audie for Kalodner's fees and 25% to Jacqueline and 75% to Audie for Pickard's fees before January 8, 2014; and 50% to Jaqueline and 50% to Audie for Pickard's fees from January 8, 2014 going forward." (Pg. 5 of Order) If either Plaintiffs or the Leventhals had a dispute regarding those rulings, that claim should have been timely brought before the Family Division as this Court does not have the jurisdiction to modify a prior Order of the Family Division. Accordingly, for all fees relating to Dr. Kalodner, Audie Leventhal is 50 percent (50%) responsible for paying those fees pursuant to the Orders from the Family Court. Unlike Margaret Pickard, the Family Division did not provide different percentages for before and after January 8, 2014, so this Court cannot do so.

36. Audie Leventhal is responsible for paying 50 percent (50%) of the $24,030.00.

37. Thus, Audie Leventhal must pay a total of $12,015.00, and Jackie Leventhal must pay a total of $12,015.00.

38. Dr. Melissa Kalodner is entitled to total pre-judgment interest at 5.25 percent (5.25%) annually, or $4,898.53, as follows:

a. For Invoice No. 10018 for $11,302.00, payment for which was due December 30, 2013, $1.63 per day for 1,453 days, between when it was due and December 22, 2017, for a total of $2,362.04;

b. For Invoice No. 10020 for $8,183.00, payment for which was due February 28, 2014, $1.18 per day for 1,393 days, between

when it was due and December 22, 2017, for a total of $1,639.57;

c. For Invoice No. 10026 for $4,545.00, payment for which was due March 19, 2014, $0.65 per day for 1,372 days, between when it was due and December 22, 2017, for a total of $896.92;

39. Total pre-judgment interest is $4,898.53.

40. As the Family Division Ordered that each Leventhal was responsible for one-half of the fees, then each would be responsible for one-half of the pre-judgment interest amount and post-judgment interest amount.

41. Jackie Leventhal's pro-rata share of the pre-judgment interest has already been awarded in the June 12, 2017, Default Judgment.

42. Dr. Melissa Kalodner is entitled to post-judgment interest at $4.36 per day on the total judgment of $28,928.53 until paid in full.

43. Audie Leventhal's pro-rata share of the post-judgment interest is 50 percent (50%) of that amount.

44. Jackie Leventhal's pro-rata share of the post-judgment interest has already been awarded in the June 12, 2017, Default Judgment.

E. Dr. Melissa Kalodner's Bad Faith Claim

45. The purpose of the Consent for Treatment Agreement was to provide the Leventhals' minor son some much-needed therapy to attempt to insulate him from the conflict in his parents' custody battle, to help him cope with his parents' dysfunction, and to provide a voice for that child in the court.

46. The Leventhals breached the contract by making frequent use of the services, but then declining to pay for them as set forth herein. While the Leventhals did not pay Dr. Kalodner for her services, there was no evidence presented that Leventhals acted intentionally, and with malice and oppression.

Instead, the parties disputed the method of billing, the amount of billing, and who was responsible for the payments. Accordingly, while the Court finds that there was a Breach of Contract, and does not find that Audie Leventhal has met his burden with respect to the affirmative defenses he raised or that he would prevail on his counterclaims (discussed further below), the Court does not find that Dr. Kalodner has met her burden to establish an entitlement to punitive damages pursuant to applicable case law, nor has Dr. Kalodner established her Bad Faith claim.

F. Dr. Melissa Kalodner's Unjust Enrichment Claim

47. Because Dr. Melissa Kalodner recovered for Breach of Contract, she cannot recover for Unjust Enrichment.

G. Audie Leventhal's Counterclaims for Breach of Contract

48. It was unclear during the trial whether Audie Leventhal abandoned his claim for Breach of Contract against Margaret Pickard and Dr. Melissa Kalodner, as he presented no evidence that Margaret Pickard breached the written parenting agreement or that there was any other contract between the parties. With respect to Dr. Kalodner, he did not present any evidence that she breached the agreement to provide psychological services. Instead, with respect to both Plaintiffs, Audie Leventhal asserted that, in his view, "she did more harm than good" and thus, he should be excused from paying either Plaintiff. While that assertion was not established by any evidence presented, but only his opinion, assuming *arguendo* that his opinion was evidence, that could only be considered a potential affirmative defense to each Plaintiff's claims of Breach of Contract. The Court did consider Audie Leventhal's opinion when addressing both Plaintiffs' claims and found that he did not present evidence or meet his burden to establish that affirmative defense. With respect to Audie Leventhal's

counterclaims for Breach of Contract, his opinion regarding the quality of each of Plaintiffs' services does not provide the basis for an independent counterclaim for Breach of Contract. Accordingly, his counterclaim fails as to both Margaret Pickard and Dr. Melissa Kalodner.

49. Alternatively, even if Audie Leventhal's asserted counterclaim for Breach of Contract was viewed as a viable cause of action, his claim fails as both Dr. Melissa Kalodner and Margaret Pickard's actions were cloaked in immunity. Nevada affords absolute immunity to Court-appointed Child Psychologists. *Duff v. Lewis*, 114 Nev. 564, 569, 958 P.2d 82, 86 (1998).

50. Nevada also affords absolute immunity to Court-appointed Parenting Coordinators where: (1) they perform functions sufficiently comparable to those persons who have traditionally been afforded absolute immunity at common law; (2) the likelihood of harassment or intimidation by personal liability is sufficiently great to interfere with the person's performance of her duties; and (3) where there are sufficient procedural safeguards in the system to adequately protect against illegitimate conduct by the person seeking immunity. *Harrison v. Roitman*, 131 Nev. Adv. Op. 92, 362 P.3d 1138, 1140 (2015).

51. A Parenting Coordinator performs functions sufficiently comparable to those persons who are traditionally afforded absolute immunity at common law. Much like a Discovery Commissioner, Alternative Dispute Resolution Commissioner, or Probate Commissioner—who enjoy immunity for their decisions, and who are also Special Masters—the Parenting Coordinator considers facts, hears arguments, and makes recommendations to the judge as to what the Court should order.

52. If absolute immunity were not afforded to Parenting Coordinators, the likelihood is great that they would be harassed and intimidated in a way that would interfere with the performance of their duties. First, if they knew they could

be personally liable for decisions they made, it would have a chilling effect on their accepting appointments; particularly as their role in high-conflict divorces is already high-stress. Additionally, if one of the parents in a high-conflict divorce is more threatening or litigious than the other, it would be difficult for the knowledge of potential liability not to color the Parenting Coordinator's opinions and would effectively strip them of impartiality.

53. Finally, there are sufficient safeguards in the system itself to protect against illegitimate conduct by the Parenting Coordinator such that immunity should be granted. The parties in a high-conflict divorce case can petition the Court to discharge a Parenting Coordinator, and they can object to the Parenting Coordinator's recommendations, both of which provide the aggrieved party, and the Parenting Coordinator, an opportunity to be fully heard.

54. Both Margaret Pickard and Dr. Melissa Kalodner are afforded absolute immunity under *Harrison v. Roitman*, 131 Nev. Adv. Op. 92, 362 P.3d 1138, 1140 (2015).

55. Audie Leventhal's defense that Margaret Pickard's and Dr. Melissa Kalodner's negligent conduct, and "doing more harm than good," is inapplicable in light of the immunity they enjoy.

56. Additionally, the weight of the evidence does not merit a finding that Margaret Pickard or Dr. Melissa Kalodner "did more harm than good."

57. Even absent the immunity defense, Audie Levanthal's counterclaim for Breach of Contract also fails on the merits. As set forth herein, Audie Leventhal had valid, enforceable contracts with both Margaret Pickard and Dr. Melissa Kalodner pursuant to the Parenting Coordination Agreement and in the Consent for Treatment Agreement respectively.

58. Audie Leventhal did not meet his burden to establish that either Margaret Pickard or Dr. Melissa Kalodner breached any part of their respective

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contracts. He also failed to establish any damages.

59. Audie Leventhal's claim for Breach of Contract fails for want of breach and/or resulting damages.

H. Audie Leventhal's Counterclaim for Unjust Enrichment

60. A party is unjustly enriched where another party confers a benefit upon them, they appreciate the benefit conferred; they accept and retain the benefit in circumstances where it would be inequitable to retain the benefit without payment. *Leasepartners Corp., Inc. v. Robert L. Brooks Trust*, 113 Nev. 747, 942 P.2d 182, 187 (1997).

61. A party can only recover for Unjust Enrichment where there is no contract. *Carrigan v. Ryan*, 109 Nev. 797, 798, 858 P.2d 29, 30 (1993)

62. Audie Leventhal had a contract with Margaret Pickard and Dr. Melissa Kalodner; and therefore, cannot recover for Unjust Enrichment.

63. Moreover, even absent the contract, Audie Leventhal did not confer a benefit upon Margaret Pickard and Dr. Melissa Kalodner that was not earned; the only benefit he conferred was partial payment for their services, but that was inadequate to compensate them for the services they provided.

64. Audie Leventhal's claim for Unjust Enrichment fails.

I. Audie Leventhal's Counterclaim for Breach of the Implied Covenant of Good Faith and Fair Dealing

65. Where there is no contract, there can be no Breach of the Covenant implied in every contract. *State, Univ. & Cmty. Coll. Sys. v. Sutton*, 120 Nev. 972, 989, 103 P.3d 8, 19 (2004).

66. Whether the Court views Audie Leventhal as abandoning his Breach of Contract claims, or failing to meet his burden either on the merits or

due to the defense of immunity, the result is the same—there was no Breach of Contract counterclaim upon which he prevailed. In the absence of a Breach of Contract claim he, therefore, cannot maintain a claim for Breach of the Implied Covenant of Good Faith and Fair Dealing.

67. Alternatively, even if the Court were to address the merits of Audie Leventhal's Breach of Covenant claims, his claims would still fail. He alleges, in essence, that Margaret Pickard and/or Dr. Melissa Kalodner breached the Implied Covenant of Good Faith and Fair Dealing by engaging in "intentional acts of misconduct, failure to provide professional services, and overbilling."

68. Mr. Leventhal provided no evidence to support those claims. He was his only witness as to the quality of care and assertions of overbilling. He did not establish that as a lay witness he could testify to support those claims other than to set forth his own lay viewpoint. Mr. Leventhal did not designate any expert nor provide any evidence as to the quality of services provided by either Margaret Pickard or Dr. Melissa Kalodner. Accordingly, Audie Leventhal did not meet his burden on any of his counterclaims.

J. Jackie Leventhal's Counterclaims

69. Jackie Leventhal has not participated in this case, a Default Judgment was entered against her, and all of her counterclaims are dismissed with prejudice.

ORDER

Accordingly, and based upon the aforementioned Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED, ADJUDGED, and DECREED that Court rules in favor of Plaintiff Margaret Pickard and against Defendant Audie Leventhal on Margaret Pickard's Breach of Contract Claim. Margaret Pickard is to recover from Defendant Audie Leventhal the pro-rata portion of the outstanding amount of principal and interest pursuant to Judge Burton's Clarifying order.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that the Court rules that Plaintiff Margaret Pickard has not met her burden with respect to her Breach of Covenant/Bad Faith Claim or her Unjust Enrichment Claim; and thus, these claims are Dismissed.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that the Court rules in favor of Plaintiff Dr. Melissa Kalodner and against Defendant Audie Leventhal on Dr. Melissa Kalodner's Breach of Contract Claim. Dr. Melissa Kalodner is to recover from Defendant Audie Leventhal the pro-rata portion of the outstanding amount of principal and interest pursuant to Judge Burton's Clarifying order.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that the Court rules that Plaintiff Dr. Melissa Kalodner has not met her burden with respect to her Breach of Covenant/Bad Faith Claim or her Unjust Enrichment Claim; and thus, these claims are Dismissed.

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IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that the counterclaims of Audie Leventhal against Margaret Pickard and Dr. Melissa Kalodner are hereby DISMISSED.

COUNSEL FOR PLAINTIFF IS DIRECTED TO PROVIDE PROMPT WRITTEN NOTICE OF ENTRY OF ORDER HEREOF.

Dated this 26th day of January, 2018

HONORABLE JOANNA S. KISHNER
DISTRICT COURT JUDGE

CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of this Order was provided to all counsel, and/or parties listed below, as a courtesy not comprising formal written notice of entry, via one or more of the following manners: Email, Facsimile, U.S. mail, Electronic Service (E-Service) if the Attorney/Party has signed up as required, and/or a copy of this Order was placed in the attorney's file located at the Regional Justice Center:

ZACHARIAH PARRY, ESQ.
PARRY & PFAU

AUDIE G. LEVENTHAL
25 CROSS RIDGE STREET
LAS VEGAS, NV 89135

JACQUELINE J. LEVENTHAL
10320 WOOD PLANK LANE
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DISTRICT COURT

CLARK COUNTY, NEVADA

* * *

Margaret Pickard, Esq., dba Margaret Pickard, PLLC; and **Dr. Melissa F. Kalodner, Psy.D.**, Plaintiffs, vs. **Audie G. Leventhal** and **Jacqueline J. Leventhal**, Defendants.	Case No.: A-14-710566-C Dept. No.: XXXI **Notice of Entry of Findings of Fact and Conclusions of Law and Judgment**

To: Audie G. and Jacqueline J. Leventhal, Defendants.

Please take notice that the Court issued a Findings of Fact and Conclusions of Law and Judgment on January 26. 2018. A copy is attached.

PARRY&PFAU

DATED this 31st day of January 2018. PARRY & PFAU

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Attorneys for Plaintiff,
Margaret Pickard, Esq. dba Margaret Pickard, PLLC and Dr. Melissa F. Kalodner, Psy.D.

Certificate of Service

I hereby certify that on the 31st day of January 2018, service of the foregoing **Notice of Entry of Findings of Fact and Conclusions of Law and Judgment** was made by required electronic service to the following individual:

Audie G. Leventhal.
25 Cross Ridge Street
Las Vegas, NV 89135
aglcorp@msn.com
Defendant in Pro Per

Jacqueline J. Leventhal
10320 Wood Plank Lane
Las Vegas, NV 89135
drjax29@aol.com
Defendant in Pro Per

An Employee of PARRY & PFAU

PARRY&PFAU

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DISTRICT COURT

CLARK COUNTY, NEVADA

MARGARET PICKARD, ESQ., dba MARGARET PICKARD, PLLC; and DR. MELISSA F. KALODNER, PSY.D., PLAINTIFFS, vs. AUDIE G. LEVENTHAL and JACQUELINE J. LEVENTHAL, DEFENDANTS.	Case No.: A-14-710566-C Dept. No.: XXXI **FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT**

I. INTRODUCTION AND PROCEDURAL HISTORY

The instant litigation was filed in October 2014. In February 2016, Defendants filed a counterclaim against Plaintiffs. Thereafter, Defendant Jacqueline Leventhal did not participate in the litigation; and thus, on June 12, 2017, Jacqueline Leventhal's Answer was stricken and her counterclaims were dismissed. The Bench Trial commenced on October 10, 2017. During the course of the trial as noted herein, an issue regarding the Court's jurisdiction arose; and thus, trial concluded on December 22, 2017, after the Civil Court received clarification from the Family Court as to the jurisdictional issue. Present at trial was Zachariah Parry on behalf of Plaintiffs and Audie Leventhal in proper person.

Having heard all the evidence and the arguments of the parties, the Court finds as follows:

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Case Number: A-14-710566-C

FINDINGS OF FACT

1. A complaint for divorce between Audie and Jackie Leventhal was filed on January 16, 2009.[1]

2. A custody dispute between Audie and Jackie Leventhal was heard in the Eighth Judicial Court, Family Division.

3. On October 30, 2012, Judge Teuton found that the level of conflict between the parents is high.

4. On March 3, 2014, Judge McGee stated, "the case has been ratcheted into a high–conflict, high-drama level controversy."

5. The Family Division appointed Margaret Pickard as the Special Master/Parenting Coordinator in the Leventhal Custody case on November 9, 2012.

6. On or around May 17, 2013, Audie Leventhal signed a written contractual agreement ("Parenting Coordination Agreement") with Margaret Pickard, for the engagement of Margaret Pickard's parent coordination services. The Parenting Coordination Agreement had to be consistent with the appointment of Margaret Pickard as ordered by the Family Division.

7. Audie Leventhal faxed the signed Parenting Coordination Agreement to Margaret Pickard on June 17, 2013, at 7:42 a.m.

8. While Audie Leventhal testified that he did not feel it was his signature, the Court found that due to the extrinsic evidence presented at trial through testimony and exhibits and as summarized herein, the Court finds that the preponderance of the evidence demonstrates that the signature on the Parenting Coordinator Agreement dated May 17, 2013, is Audie Leventhal's

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[1] The Divorce proceeding is sealed and the parties asked that the minor child's name not be used so the Court is not referencing the minor child's name and is only citing Family Division records to the extent needed to provide the instant ruling analysis.

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signature. Even if there could be viewed a difference of opinion as to whether it was his signature, the conduct of the parties demonstrates that Audie Leventhal should be bound to the Parenting Coordination Agreement to the extent it is consistent with Orders of the Family Division of the Eighth Judicial District.

9. On or around May 22, 2013, Jacqueline Leventhal entered into the Parenting Coordination Agreement with Margaret Pickard, for the engagement of Margaret Pickard's parent coordination services.

10. After the Parenting Coordination Agreement was signed by both Leventhals, Margaret Pickard provided parenting coordinator/special master services and routinely submitted monthly invoices therefor (as per the Parenting Coordination Agreement and Court Order).

11. Per the provisions in the Parenting Coordination Agreement and Court Order, if there were any fee disputes for services rendered, Audie and/or Jackie Leventhal would have to submit objections thereto within thirty days.

12. There was no evidence presented that either Audie or Jackie Leventhal raised any timely objections to Margaret Pickard's monthly invoices to the Family Division.

13. The written agreement set forth that the Leventhals were to be jointly and severally liable for debts incurred related to Margaret Pickard's services. The Family Division made various orders during the divorce proceedings regarding the payment of fees to Margaret Pickard and Dr. Melissa Kalodner. The Family Division, Judge Burton, on October 30, 2017, provided an *Order Clarifying Jurisdiction Regarding Fees to Pickard and Fees to Kalodner* which is discussed herein, and which set forth the scope of the this instant case.

14. Margaret Pickard billed a total of $53,894.00 to Audie Leventhal.

15. Audie Leventhal paid a total of $45,211.50 of Margaret Pickard's bills.

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16. Margaret Pickard billed a total of $10,956.25 to Jackie Leventhal.

17. Jackie Leventhal never paid any of Margaret Pickard's bills.

18. Based on the monthly outstanding invoices, there is total outstanding principal amount of $17,551.25 that Margaret Pickard asserts is due in the instant litigation.

19. On October 23, 2013, the Leventhals signed a written contractual agreement ("Consent for Treatment Agreement") with Dr. Melissa Kalodner, for the engagement of Dr. Melissa Kalodner's services as a clinical child psychologist.

20. Dr. Melissa Kalodner's role as a clinical child psychologist for the Leventhals' minor child was also due to Court appointment.

21. Dr. Melissa Kalodner succeeded Caron Whipple as the child psychologist.

22. Evidence was produced that there was an Order from the Family Division that Audie Leventhal was to pay 100% of Caron Whipple's bills. There was a dispute as to whether that Order applied to Dr. Melissa Kalodner's bills as well.

23. After the Consent for Treatment Agreement was signed by both Leventhals, Dr. Melissa Kalodner provided therapy to the Leventhals' minor child.

24. At Audie Leventhal's request, Dr. Melissa Kalodner did not send invoices for her services until after the January 8, 2014, hearing where it was to be determined whether Jackie Leventhal would pay a portion of Dr. Melissa Kalodner's bills.

25. At the January 8, 2014, hearing the Family Court determined that Jackie Leventhal and Audie Leventhal would each prospectively pay 50 percent (50%) of Dr. Melissa Kalodner's bills.

26. After the January 8, 2014, hearing, Dr. Melissa Kalodner submitted

invoices for her services, with payment due within 30 days of invoicing (as per the Consent for Treatment Agreement).

27. Dr. Melissa Kalodner billed a total of $31,930.00 to the Leventhals.

28. Audie Leventhal paid a total of $7,900.00.

29. There remains a total outstanding balance of $24,040.00 on Dr. Melissa Kalodner's bills.

30. Of the total $24,040.00 outstanding, $1,036.00 was for services after January 8, 2014.

31. Of the total $24,040.00 outstanding, $22,994.00 was for services before January 8, 2014.

32. As fully set forth in the record, the Court issued an Order in this case on June 12, 2017, striking Jacqueline Leventhal's answer, dismissing her counterclaims, and directing entry of Default Judgment against Jacqueline Leventhal and in favor of Margaret Pickard for the principal sum of $17,551.25, plus $2,961.07 in pre-judgment interest, plus post-judgment interest at $3.09 per day, starting May 8, 2017, until the Judgment is paid in full.

33. This Court issued an Order on June 12, 2017, directing entry of Default Judgment against Jacqueline Leventhal and in favor of Dr. Melissa Kalodner for the principal sum of $518.00, plus $88.61 in pre-judgment interest through May 8, 2017, and post-judgment interest at $0.09 per day until the Judgment is paid in full.

34. This Court deferred ruling until after trial on whether the Judgment in favor of Margaret Pickard and against Jacqueline Leventhal would be joint and several with Audie Leventhal.

II.

CONCLUSIONS OF LAW

1. Margaret Pickard's appointment as Special Master/Parenting

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Coordinator was pursuant to N.R.C.P. 53.

2. Dr. Melissa Kalodner's appointment as a child psychologist/voice of the child was pursuant to N.R.C.P. 53.

3. The elements for Breach of Contract are: (1) the existence of a valid contract; (2) breach by the defendant; and (3) resulting damages. *Golden v. McKim*, 37 Nev. 205, 141 P. 676, 678 (1914); *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005).

4. For a valid contract to exist there must be an offer, an acceptance, meeting of the minds, and consideration. *Golden*, 37 Nev. 205, 141 P. at 678 (1914); *May*, 121 Nev. at 672, 119 P.3d at 1257.

5. A party has breached the Implied Covenant of Good Faith and Fair Dealing if that party performs a contract in a manner that is unfaithful to the purpose of the contract, and the justified expectations of the other party are thus denied. *Hilton Hotels Corp. v. Butch Lewis Prods., Inc.*, 107 Nev. 226, 808 P.2d 919, 923 (1991).

A. Margaret Pickard's Breach of Contract Claim

6. Margaret Pickard's Parenting Coordinator Agreement was an offer.

7. When the Leventhals signed the Parenting Coordinator Agreement, they accepted the offer.

8. Waiver in Nevada is the voluntary and intentional relinquishment of a known right. *Udevco, Inc. v. Wagner*, 100 Nev. 185, 189, 678 P.2d 679, 682 (1984).

9. Audie Leventhal has waived his right to deny that he entered into the Parenting Coordinator Agreement because he made payments on the Parenting Coordination Agreement.

10. A party is estopped from denying a fact when that party is apprised of the true facts; intends that his conduct be acted upon (or must act in a way

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that the other party believes that was the intent); the other party is ignorant of the true facts; and relies on the first party's conduct to her detriment. *NGA #2 Ltd. Liab. Co. v. Rains*, 113 Nev. 1151, 1160, 946 P.2d 163, 169 (1997).

11. Audie Leventhal is estopped from denying his acceptance of the contract's terms because he was apprised of the true facts (he knew he had accepted Margaret Pickard's services, regardless of whether he actually signed the agreement); he acted in a way that led Margaret Pickard to believe that Audie Leventhal intended to use and pay for Margaret Pickard's services, and did in fact use them and pay for part of them; Margaret Pickard was unaware that Audie Leventhal was going to deny having entered into a contract; and Margaret Pickard's reliance was to her detriment because she continued to provide parenting services under the Parenting Coordination Agreement.

12. The parties had a meeting of the minds because, as made explicit in the Family Court Orders, all parties to the Parenting Coordinator Agreement were instructed that the purpose of the Parenting Coordinator Agreement was for Margaret Pickard to act as a Special Master and help resolve parent/child and custody/visitation issues by: facilitating a resolution of disputes regarding visitation and child therapy; directing parents to take random drug screens, participate in parenting classes, or get counseling or substance abuse assessment or treatment; implement changes to, or clarification of, the Court Orders including related custodial exchanges, holiday sharing, parent-to-parent communication, health-care management, day care, and religious education; and make temporary decisions over minor disputes as well as make recommendations to the Court about substantive issues.

13. The defense of duress requires that one party make a threat sufficiently grave to induce another party into accepting an offer and creating a contract.

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14. A Court Order requiring Audie Leventhal to engage the services of a Parenting Coordinator is not duress because: (1) the Court is not a party; (2) the Court Order is not a threat; and (3) the Court was not requiring the Leventhals to use a Parenting Coordinator. The Leventhals did not have to use the services of a Parenting Coordinator at all, but if they chose to engage one, they had to pay for those services. Additionally, they could have objected to her appointment, and the Court would have appointed another, as has happened several times in the family law case.

15. Margaret Pickard's promise to provide child psychology services in exchange for the Leventhals' promise to pay $250.00 hourly provide consideration for the Parenting Coordinator Agreement.

16. Margaret Pickard performed her duties under the Parenting Coordination Agreement by providing parenting coordination services and billing for them.

17. The Leventhals waived their right to claim Margaret Pickard did not fully perform because they did not object to her billing within 30 days of receipt as required by Court Order.

18. The Leventhals breached the Parenting Coordination Agreement by failing to pay for Margaret Pickard's Services.

19. Margaret Pickard was damaged as a result of the Leventhals' breach, in principal, the amount of $17,551.25.

20. The amount owed to Margaret Pickard is subject to the Orders regarding payment that were entered by the Family Division of the Eighth Judicial Court as that is the entity that ordered the parent coordination and Margaret Pickard accepted the assignment as Parenting Coordinator, subject to the terms of the appointment by the Family Division of the Eighth Judicial Court. Accordingly, while the Court finds, as further set forth herein, that Margaret

Pickard is owed the principal amount of $17,551.25, the Court does not find that the Leventhals are joint and severally liable for that amount; but, instead, are only liable for the portion of the outstanding amount consistent with the terms of the Family Division Orders regarding payment for the services of a Parenting Coordinator. While the Court is cognizant of the written agreement which has a joint and several provision, that provision is inconsistent with the express terms of the Family Division Orders appointing a Parenting Coordinator and its subsequent Orders wherein it set forth the percentage each parent was responsible towards the payment of Margaret Pickard's fees. Indeed, the Civil Division does not have jurisdiction to modify the Orders of the Family Division that were entered in the divorce action between the Leventhals.

21. Specifically, Judge Burton's Order of October 30, 2017, provides in relevant part that:

> COURT FINDS that Pickard and Kalodner were formerly appointed by the Court in this case to act as Special Master Parenting Coordinator and Child Psychologist, respectively.
>
> COURT FINDS that pursuant to the *Special Master Recommendation* filed September 3, 2013, Pickard's fees were to be paid 25% by Jacqueline and 75% by Audie, and the child's counselor (Dr. Caron Whipple at that time) was to be paid by Audie. By *Order* entered October 21, 2103, the *Special Master Recommendations* were temporarily adopted by the Court and confirmed by *Order* entered December 6, 2013.
>
> COURT FINDS that on January 8, 2014, memorialized by *Order* entered March 13, 2014, the parties agreed to replace Whipple with Kalodner. The Court modified division of fees for services to require both Pickard's fees and Kalodner's fees to be paid 50% by Jacqueline and 50% by Audie going forward. Division of fees prior to January 8, 2014, would be determined by an evidentiary hearing set in April 2014 which did not go forward leaving the issue unresolved.

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COURT FINDS that shortly thereafter a dispute arose between both Pickard and Kalodner against the Leventhals regarding collection of unpaid fees. On June 13, 2014, Pickard filed a *Motion to Reduce Order to Judgment* before the Family Division to collect unpaid fees which was opposed by the Leventhals. On August 18, 2015, Sr. Judge Charles McGee heard the matter and ruled as follows:

> *THE COURT FURTHER FINDS that a defense of this nature should be litigated in a separate forum where the parties would have the benefit of expert testimony to exam Ms. Pickard's conduct. In other words, the Eighth Judicial District Civil Division is a more appropriate forum for this dispute.*
>
> *THE COURT FURTHER FINDS that Ms. Pickard is entitled to seek the amounts she claimed in principal and costs in a separate action to the extent she can prove any of the claims set forth in her briefings.*

See Order After Hearing of August 18, 2014 signed by Sr. Judge Jack B. Ames for Sr. Judge Charles McGee.

COURT FINDS that on November 26, 2014, Pickard, joined by Kalodner, filed a Complaint for fees against the Leventhals in the Civil Division. During the trial of the fee dispute in the Civil Division, Judge Kishner presiding over that matter, became aware of this Court's *Order After Hearing,* entered November 29, 2016, which provides:

> *13. The Court will re-address the issue of Dr. Melissa Kalodner's bills and Margaret Pickard's bills at the time of trial. The Court notes the March 2016 Order provides that MOM was ordered to pay at least twenty-five percent (25%) of Dr. Melissa Kalodner's bills and fifty percent (50%) of Margaret Pickard's bills.*

Concerned that the Family Division had retained jurisdiction over the fee dispute, Judge Kishner suspended the trial in the Civil Division to allow the

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parties to obtain clarification of the jurisdictional issue from the Family Division.

COURT FINDS that by way of their *Emergency Motion,* Pickard and Kalodner seek clarification of jurisdiction by the Family Division as to their fee dispute with the Leventhals.

COURT FINDS that the trial referenced in the *Order After Hearing* entered November 29, 2016, took place on December 5, 2016, with the decision rendered in open Court on January 11, 2017. The purpose of trial was, among other issues, to finally resolve the dispute between the parties regarding (1) the proportional split between the parties of Pickard's fees and Kalodner's fees prior to January 8, 2014; and (2) determination of Jacqueline's share of fees already paid by Audie.

COURT FINDS that pursuant to its *Decision and Order of the Court on January 11, 2017 Following the Evidentiary Trial Entered July 21, 2017, (sic)* there was no evidence presented at trial to justify that the split should be anything other than 50% to Jacqueline and 50% to Audie for Kalodner's fees; 25% to Jacqueline and 75% to Audie for Pickard's fees before January 8, 2014; and 50% to Jacqueline and 50% to Audie for Pickard's fees from January 8, 2014, going forward.

COURT FINDS that pursuant to its *Decision and Order of the Court on January 11, 2017 Following the Evidentiary Trial Entered July 21, 2017,* the Court expressly found that "there is a pending lawsuit but that is for additional fees outside the amount of money [Audie] has already paid."

COURT FINDS that, in short, the Family Division resolved *as between the parties* how much Jacqueline owed Audie for *fees already paid* by Audie to Kalodner, and that the dispute pending in the Civil Division was to resolve Pickard and Kalodner's request for *fees not paid.*

COURT FINDS that based upon Sr. Judge McGee's decision, this Court has never assumed the task of determining, as between the Leventhals and Pickard and/or Kalodner, the dispute regarding the collection of

unpaid fees and was aware that the issue was pending in the Civil Division

NOW, THEREFORE, IT IS HEREBY ORDERED that the Family Division did not retain jurisdiction to decide the fee dispute between Pickard and the Leventhals or Kalodner and the Leventhals with regard to alleged unpaid fees owed by the Leventhals to each of these two professionals.

22. Margaret Pickard is entitled to judgment in the principal amount of $17,551.25 and total pre-judgment interest at 5.25% annually, or $3,536.66, as follows:

a. For Invoice No. 1251 for $3,845.00, payment for which was due February 28, 2014, $0.55 per day for 1,393 days, between when it was due and December 22, 2017; for a total of $770.40;

b. For Invoice No. 1286 for $2,750.00, payment for which was due March 19, 2014, $0.40 per day for 1,374 days, between when it was due and December 22, 2017, for a total of $543.48;

c. For Invoice No. 1055 for $1,787.50, payment for which was due December 12, 2013, $0.26 per day for 1,471 days, between when it was due and December 22, 2017, for a total of $378.20;

d. For Invoice No. 1090 for $1,412.50, payment for which was due January 17, 2014, $0.20 per day for 1,435 days, between when it was due and December 22, 2017, for a total of $291.55;

e. For Invoice No. 1252 for $5,006.25, payment for which was due February 19, 2014, $0.72 per day for 1,402 days, between when it was due and December 22, 2017, for a total of $1,009.55; and

f. For Invoice No. 1287 for $2,750.00, payment for which was due March 19, 2014, $0.40 per day for 1,374 days, between when it

was due and December 22, 2017, for a total of $543.48.

23. Total judgment is $17,551.25 in principal, $3,536.66 in pre-judgment interest, for a total of $21,087.91, plus $3.18 per day in post-judgment interest until paid in full. Each Leventhal Defendant is responsible for his/her pro-rata share as defined by the Family Division and which is excerpted above. To the extent that Audie Leventhal asserts that he overpaid any portion; that issue is not before this Court, as the only issue before this Court is payment to Margaret Pickard of the unpaid portion of her contractual bill as set forth herein, and which is to be paid in the pro-rata portion as set forth by the Clarifying Order.

B. Margaret Pickard's Bad Faith Claim

24. The purpose of the Parenting Coordinator Agreement was to provide the Leventhals with a resource for dispute resolution in their high-conflict custody case.

25. The Leventhals did not pay Pickard for her services, but there was no evidence presented that Leventhals' acted intentionally, and with malice and oppression. Instead, the parties disputed the method of billing, the amount of billing, and who was responsible for the payments. Accordingly, while the Court finds that there was a breach of contract and does not find that Audie Leventhal has met his burden with respect to the affirmative defenses he raised, or that he would prevail on his counterclaims (discussed further below), the Court does not find that Pickard has met her burden to establish an entitlement to punitive damages pursuant to applicable case law, nor has Pickard established her bad faith claim.

C. Margaret Pickard's Unjust Enrichment Claim

26. A party cannot recover for Unjust Enrichment where there is recovery on a contract. *Carrigan v. Ryan*, 109 Nev. 797, 798, 858 P.2d 29, 30

(1993).

27. Because Margaret Pickard recovered for Breach of Contract, she cannot recover for Unjust Enrichment.

D. Dr. Melissa Kalodner's Breach of Contract Claim

28. Dr. Melissa Kalodner's Consent for Treatment Agreement was an offer.

29. When the Leventhals signed the Consent for Treatment Agreement, they accepted the offer.

30. The parties had a meeting of the minds because, as made explicit in the Family Court Orders, all parties to the Consent for Treatment Agreement were instructed that the purpose of the Consent for Treatment Agreement was for Dr. Melissa Kalodner to act as a child psychologist for the Leventhals' minor son, and speak on his behalf during the Family Court proceedings.

31. Dr. Melissa Kalodner's promise to provide parenting coordination services in exchange for the Leventhals' promise to pay $300 hourly provide consideration for the Parenting Coordination Agreement.

32. Dr. Melissa Kalodner performed her duties under the Consent for Treatment Agreement by providing child psychology services and billing for them.

33. The Leventhals breached the Consent for Treatment Agreement by failing to pay for Dr. Melissa Kalodner's Services.

34. Dr. Melissa Kalodner was damaged as a result of the Leventhals' breach in principal the amount of $24,030.00.

35. Based on a review of the Family Court Orders, including the October 30, 2017, Order Clarifying, the Court finds that the Family Division did order that Audie Leventhal was responsible for paying 50 percent (50%) of the fees incurred by Dr. Kalodner. Specifically, the October 30, 2017, Order clarifying

confirms that the January 11, 2017, Decision rendered in open court in the Family Division determined "the proportional split between the parties of Pickards's fees and Kalodner's fees prior to January 8, 2014..." and that "there was no evidence presented at trial to justify that the split should be anything other than 50% to Jacqueline and 50% to Audie for Kalodner's fees and 25% to Jacqueline and 75% to Audie for Pickard's fees before January 8, 2014; and 50% to Jaqueline and 50% to Audie for Pickard's fees from January 8, 2014 going forward." (Pg. 5 of Order) If either Plaintiffs or the Leventhals had a dispute regarding those rulings, that claim should have been timely brought before the Family Division as this Court does not have the jurisdiction to modify a prior Order of the Family Division. Accordingly, for all fees relating to Dr. Kalodner, Audie Leventhal is 50 percent (50%) responsible for paying those fees pursuant to the Orders from the Family Court. Unlike Margaret Pickard, the Family Division did not provide different percentages for before and after January 8, 2014, so this Court cannot do so.

36. Audie Leventhal is responsible for paying 50 percent (50%) of the $24,030.00.

37. Thus, Audie Leventhal must pay a total of $12,015.00, and Jackie Leventhal must pay a total of $12,015.00.

38. Dr. Melissa Kalodner is entitled to total pre-judgment interest at 5.25 percent (5.25%) annually, or $4,898.53, as follows:

a. For Invoice No. 10018 for $11,302.00, payment for which was due December 30, 2013, $1.63 per day for 1,453 days, between when it was due and December 22, 2017, for a total of $2,362.04;

b. For Invoice No. 10020 for $8,183.00, payment for which was due February 28, 2014, $1.18 per day for 1,393 days, between

when it was due and December 22, 2017, for a total of $1,639.57;

c. For Invoice No. 10026 for $4,545.00, payment for which was due March 19, 2014, $0.65 per day for 1,372 days, between when it was due and December 22, 2017, for a total of $896.92;

39. Total pre-judgment interest is $4,898.53.

40. As the Family Division Ordered that each Leventhal was responsible for one-half of the fees, then each would be responsible for one-half of the pre-judgment interest amount and post-judgment interest amount.

41. Jackie Leventhal's pro-rata share of the pre-judgment interest has already been awarded in the June 12, 2017, Default Judgment.

42. Dr. Melissa Kalodner is entitled to post-judgment interest at $4.36 per day on the total judgment of $28,928.53 until paid in full.

43. Audie Leventhal's pro-rata share of the post-judgment interest is 50 percent (50%) of that amount.

44. Jackie Leventhal's pro-rata share of the post-judgment interest has already been awarded in the June 12, 2017, Default Judgment.

E. Dr. Melissa Kalodner's Bad Faith Claim

45. The purpose of the Consent for Treatment Agreement was to provide the Leventhals' minor son some much-needed therapy to attempt to insulate him from the conflict in his parents' custody battle, to help him cope with his parents' dysfunction, and to provide a voice for that child in the court.

46. The Leventhals breached the contract by making frequent use of the services, but then declining to pay for them as set forth herein. While the Leventhals did not pay Dr. Kalodner for her services, there was no evidence presented that Leventhals acted intentionally, and with malice and oppression.

Instead, the parties disputed the method of billing, the amount of billing, and who was responsible for the payments. Accordingly, while the Court finds that there was a Breach of Contract, and does not find that Audie Leventhal has met his burden with respect to the affirmative defenses he raised or that he would prevail on his counterclaims (discussed further below), the Court does not find that Dr. Kalodner has met her burden to establish an entitlement to punitive damages pursuant to applicable case law, nor has Dr. Kalodner established her Bad Faith claim.

F. Dr. Melissa Kalodner's Unjust Enrichment Claim

47. Because Dr. Melissa Kalodner recovered for Breach of Contract, she cannot recover for Unjust Enrichment.

G. Audie Leventhal's Counterclaims for Breach of Contract

48. It was unclear during the trial whether Audie Leventhal abandoned his claim for Breach of Contract against Margaret Pickard and Dr. Melissa Kalodner, as he presented no evidence that Margaret Pickard breached the written parenting agreement or that there was any other contract between the parties. With respect to Dr. Kalodner, he did not present any evidence that she breached the agreement to provide psychological services. Instead, with respect to both Plaintiffs, Audie Leventhal asserted that, in his view, "she did more harm than good" and thus, he should be excused from paying either Plaintiff. While that assertion was not established by any evidence presented, but only his opinion, assuming *arguendo* that his opinion was evidence, that could only be considered a potential affirmative defense to each Plaintiff's claims of Breach of Contract. The Court did consider Audie Leventhal's opinion when addressing both Plaintiffs' claims and found that he did not present evidence or meet his burden to establish that affirmative defense. With respect to Audie Leventhal's

counterclaims for Breach of Contract, his opinion regarding the quality of each of Plaintiffs' services does not provide the basis for an independent counterclaim for Breach of Contract. Accordingly, his counterclaim fails as to both Margaret Pickard and Dr. Melissa Kalodner.

49. Alternatively, even if Audie Leventhal's asserted counterclaim for Breach of Contract was viewed as a viable cause of action, his claim fails as both Dr. Melissa Kalodner and Margaret Pickard's actions were cloaked in immunity. Nevada affords absolute immunity to Court-appointed Child Psychologists. *Duff v. Lewis*, 114 Nev. 564, 569, 958 P.2d 82, 86 (1998).

50. Nevada also affords absolute immunity to Court-appointed Parenting Coordinators where: (1) they perform functions sufficiently comparable to those persons who have traditionally been afforded absolute immunity at common law; (2) the likelihood of harassment or intimidation by personal liability is sufficiently great to interfere with the person's performance of her duties; and (3) where there are sufficient procedural safeguards in the system to adequately protect against illegitimate conduct by the person seeking immunity. *Harrison v. Roitman*, 131 Nev. Adv. Op. 92, 362 P.3d 1138, 1140 (2015).

51. A Parenting Coordinator performs functions sufficiently comparable to those persons who are traditionally afforded absolute immunity at common law. Much like a Discovery Commissioner, Alternative Dispute Resolution Commissioner, or Probate Commissioner—who enjoy immunity for their decisions, and who are also Special Masters—the Parenting Coordinator considers facts, hears arguments, and makes recommendations to the judge as to what the Court should order.

52. If absolute immunity were not afforded to Parenting Coordinators, the likelihood is great that they would be harassed and intimidated in a way that would interfere with the performance of their duties. First, if they knew they could

be personally liable for decisions they made, it would have a chilling effect on their accepting appointments; particularly as their role in high-conflict divorces is already high-stress. Additionally, if one of the parents in a high-conflict divorce is more threatening or litigious than the other, it would be difficult for the knowledge of potential liability not to color the Parenting Coordinator's opinions and would effectively strip them of impartiality.

53. Finally, there are sufficient safeguards in the system itself to protect against illegitimate conduct by the Parenting Coordinator such that immunity should be granted. The parties in a high-conflict divorce case can petition the Court to discharge a Parenting Coordinator, and they can object to the Parenting Coordinator's recommendations, both of which provide the aggrieved party, and the Parenting Coordinator, an opportunity to be fully heard.

54. Both Margaret Pickard and Dr. Melissa Kalodner are afforded absolute immunity under *Harrison v. Roitman*, 131 Nev. Adv. Op. 92, 362 P.3d 1138, 1140 (2015).

55. Audie Leventhal's defense that Margaret Pickard's and Dr. Melissa Kalodner's negligent conduct, and "doing more harm than good," is inapplicable in light of the immunity they enjoy.

56. Additionally, the weight of the evidence does not merit a finding that Margaret Pickard or Dr. Melissa Kalodner "did more harm than good."

57. Even absent the immunity defense, Audie Levanthal's counterclaim for Breach of Contract also fails on the merits. As set forth herein, Audie Leventhal had valid, enforceable contracts with both Margaret Pickard and Dr. Melissa Kalodner pursuant to the Parenting Coordination Agreement and in the Consent for Treatment Agreement respectively.

58. Audie Leventhal did not meet his burden to establish that either Margaret Pickard or Dr. Melissa Kalodner breached any part of their respective

contracts. He also failed to establish any damages.

59. Audie Leventhal's claim for Breach of Contract fails for want of breach and/or resulting damages.

H. Audie Leventhal's Counterclaim for Unjust Enrichment

60. A party is unjustly enriched where another party confers a benefit upon them, they appreciate the benefit conferred; they accept and retain the benefit in circumstances where it would be inequitable to retain the benefit without payment. *Leasepartners Corp., Inc. v. Robert L. Brooks Trust*, 113 Nev. 747, 942 P.2d 182, 187 (1997).

61. A party can only recover for Unjust Enrichment where there is no contract. *Carrigan v. Ryan*, 109 Nev. 797, 798, 858 P.2d 29, 30 (1993)

62. Audie Leventhal had a contract with Margaret Pickard and Dr. Melissa Kalodner; and therefore, cannot recover for Unjust Enrichment.

63. Moreover, even absent the contract, Audie Leventhal did not confer a benefit upon Margaret Pickard and Dr. Melissa Kalodner that was not earned; the only benefit he conferred was partial payment for their services, but that was inadequate to compensate them for the services they provided.

64. Audie Leventhal's claim for Unjust Enrichment fails.

I. Audie Leventhal's Counterclaim for Breach of the Implied Covenant of Good Faith and Fair Dealing

65. Where there is no contract, there can be no Breach of the Covenant implied in every contract. *State, Univ. & Cmty. Coll. Sys. v. Sutton*, 120 Nev. 972, 989, 103 P.3d 8, 19 (2004).

66. Whether the Court views Audie Leventhal as abandoning his Breach of Contract claims, or failing to meet his burden either on the merits or

due to the defense of immunity, the result is the same—there was no Breach of Contract counterclaim upon which he prevailed. In the absence of a Breach of Contract claim he, therefore, cannot maintain a claim for Breach of the Implied Covenant of Good Faith and Fair Dealing.

67. Alternatively, even if the Court were to address the merits of Audie Leventhal's Breach of Covenant claims, his claims would still fail. He alleges, in essence, that Margaret Pickard and/or Dr. Melissa Kalodner breached the Implied Covenant of Good Faith and Fair Dealing by engaging in "intentional acts of misconduct, failure to provide professional services, and overbilling."

68. Mr. Leventhal provided no evidence to support those claims. He was his only witness as to the quality of care and assertions of overbilling. He did not establish that as a lay witness he could testify to support those claims other than to set forth his own lay viewpoint. Mr. Leventhal did not designate any expert nor provide any evidence as to the quality of services provided by either Margaret Pickard or Dr. Melissa Kalodner. Accordingly, Audie Leventhal did not meet his burden on any of his counterclaims.

J. Jackie Leventhal's Counterclaims

69. Jackie Leventhal has not participated in this case, a Default Judgment was entered against her, and all of her counterclaims are dismissed with prejudice.

ORDER

Accordingly, and based upon the aforementioned Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED, ADJUDGED, and DECREED that Court rules in favor of Plaintiff Margaret Pickard and against Defendant Audie Leventhal on Margaret Pickard's Breach of Contract Claim. Margaret Pickard is to recover from Defendant Audie Leventhal the pro-rata portion of the outstanding amount of principal and interest pursuant to Judge Burton's Clarifying order.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that the Court rules that Plaintiff Margaret Pickard has not met her burden with respect to her Breach of Covenant/Bad Faith Claim or her Unjust Enrichment Claim; and thus, these claims are Dismissed.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that the Court rules in favor of Plaintiff Dr. Melissa Kalodner and against Defendant Audie Leventhal on Dr. Melissa Kalodner's Breach of Contract Claim. Dr. Melissa Kalodner is to recover from Defendant Audie Leventhal the pro-rata portion of the outstanding amount of principal and interest pursuant to Judge Burton's Clarifying order.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that the Court rules that Plaintiff Dr. Melissa Kalodner has not met her burden with respect to her Breach of Covenant/Bad Faith Claim or her Unjust Enrichment Claim; and thus, these claims are Dismissed.

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IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that the counterclaims of Audie Leventhal against Margaret Pickard and Dr. Melissa Kalodner are hereby DISMISSED.

COUNSEL FOR PLAINTIFF IS DIRECTED TO PROVIDE PROMPT WRITTEN NOTICE OF ENTRY OF ORDER HEREOF.

Dated this 26th day of January, 2018

HONORABLE JOANNA S. KISHNER
DISTRICT COURT JUDGE

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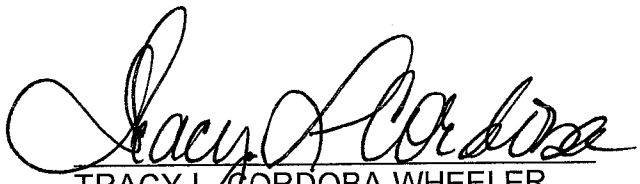
CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of this Order was provided to all counsel, and/or parties listed below, as a courtesy not comprising formal written notice of entry, via one or more of the following manners: Email, Facsimile, U.S. mail, Electronic Service (E-Service) if the Attorney/Party has signed up as required, and/or a copy of this Order was placed in the attorney's file located at the Regional Justice Center:

ZACHARIAH PARRY, ESQ.
PARRY & PFAU

AUDIE G. LEVENTHAL
25 CROSS RIDGE STREET
LAS VEGAS, NV 89135

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DISTRICT COURT

CLARK COUNTY, NEVADA

* * *

Margaret Pickard, Esq., dba Margaret Pickard, PLLC; and **Dr. Melissa F. Kalodner, Psy.D.**, Plaintiffs, vs. **Audie G. Leventhal** and **Jacqueline J. Leventhal**, Defendants.	Case No.: A-14-710566-C Dept. No.: XXXI **Final Judgment**

Whereas this Court entered detailed Findings of Fact and Conclusions of Law and Judgment on January 31, 2018, which did not specify exact amounts of the judgment as to all parties, it does so here:

Margaret Pickard

Judgment is hereby awarded in favor of the Plaintiff, Margaret Pickard, and against Audie G. Leventhal for the principal sum of **$10,375.63**.[1]

[1] The total awarded to Margaret is $17,551.25. The bills reveal that the total billed prior to January 8, 2014 was $3,200, and the total billed on or after January 8, 2014 was $14,351.25.1 That means Audie is responsible for 75% of $3,200 ($1,600) plus 50% of $14,351.25 ($7,175.63), or $10,375.63. Of the total $17,551.25, Audie's share is 59.12%.

MAY 21 2018

PARRY & PFAU

Prejudgment Interest is hereby awarded in favor of the Plaintiff, Margaret Pickard, and against Audie G. Leventhal at 5.25% annually through December 22, 2017, for a total of **$2,090.87**.[2]

Postjudgment Interest is hereby awarded in favor of the Plaintiff, Margaret Pickard, and against Audie G. Leventhal at a rate of **$1.88 per day** starting December 23, 2017 and continuing until the judgment is paid in full.[3]

Judgment is hereby awarded in favor of the Plaintiff, Margaret Pickard, and against Jacqueline J. Leventhal for the principal sum of **$7,175.62**.

Prejudgment Interest is hereby awarded in favor of the Plaintiff, Margaret Pickard, and against Jacqueline J. Leventhal at 5.25% annually through December 22, 2017, for a total of **$1,445.79**.

Postjudgment Interest is hereby awarded in favor of the Plaintiff, Margaret Pickard, and against Jacqueline J. Leventhal at a rate of **$1.30 per day** starting December 23, 2017 and continuing until the judgment is paid in full.

Dr. Melissa Kalodner

Judgment is hereby awarded in favor of the Plaintiff, Dr. Melissa Kalodner, and against Audie G. Leventhal for the principal sum of **$12,015.00**.

Prejudgment Interest is hereby awarded in favor of the Plaintiff, Dr. Melissa Kalodner, and against Audie G. Leventhal at 5.25% annually through December 22, 2017, for a total of **$2,449.27**.

Postjudgment Interest is hereby awarded in favor of the Plaintiff, Dr. Melissa Kalodner, and against Audie G. Leventhal at a rate of **$2.18 per day** starting December 23, 2017 and continuing until the judgment is paid in full.

Judgment is hereby awarded in favor of the Plaintiff, Dr. Melissa Kalodner, and

[2] Using the same pro-rata share for prejudgment interest, that means he would be responsible for 59.12% of the total $3,536.66, or $2,090.87.

[3] Audie would also be responsible for 59.12% of the total $3.18 in daily postjudgment interest, or $1.88 per day.

PARRY & PFAU

against Jacqueline J. Leventhal for the principal sum of **$12,015.00**.

Prejudgment Interest is hereby awarded in favor of the Plaintiff, Dr. Melissa Kalodner, and against Jacqueline J. Leventhal at 5.25% annually through December 22, 2017, for a total of **$2,449.27**.

Postjudgment Interest is hereby awarded in favor of the Plaintiff, Dr. Melissa Kalodner, and against Jacqueline J. Leventhal at a rate of **$2.18 per day** starting December 23, 2017 and continuing until the judgment is paid in full.

Dated Jan 1, 2018

JOANNA S. KISHNER
District Court Judge

Respectfully submitted by:

PARRY & PFAU

Zachariah B. Parry, Esq.
Nevada Bar No.: 11677
880 Seven Hills Drive, Suite 210
Henderson, Nevada 89052
702 877 9555 TEL
702 877 9556 FAX
zach@p2lawyers.com

Attorneys for Plaintiff,
Margaret Pickard, Esq. dba Margaret Pickard, PLLC and Dr. Melissa F. Kalodner, Psy.D.

Approved as to form and content:
Dependant refused to sign

Audie G. Leventhal

Defendant in proper person

PARRY@PFAU

Electronically Filed
6/8/2018 11:02 AM
Steven D. Grierson
CLERK OF THE COURT

NJUD
Zachariah B. Parry, Esq.
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Attorneys for Plaintiff,
Margaret Pickard, Esq. dba Margaret Pickard, PLLC and Dr. Melissa F. Kalodner, Psy.D.

DISTRICT COURT

CLARK COUNTY, NEVADA

* * *

Margaret Pickard, Esq., dba Margaret Pickard, PLLC; and **Dr. Melissa F. Kalodner, Psy.D.**, Plaintiffs, vs. **Audie G. Leventhal** and **Jacqueline J. Leventhal**, Defendants.	Case No.: A-14-710566-C Dept. No.: XXXI **Notice of Entry of Final Judgment**

Please take notice that a Final Judgment was entered on June 1, 2018, and e-filed June 7, 2018. A copy is attached.

PARRY & PFAU

DATED this 8th day of June 2018.

PARRY & PFAU

Zachariah B. Parry, Esq.
Nevada Bar No.: 11677
880 Seven Hills Drive, Suite 210
Henderson, Nevada 89052
702 879 9555 TEL
702 879 9556 FAX

Attorneys for Plaintiff,
Jennifer Cabos

Certificate of Service

I hereby certify that on the 8th day of June 2018, service of the foregoing **Notice of Entry of Final Judgment** was made by required electronic service to the following parties:

Audie G. Leventhal.
25 Cross Ridge Street
Las Vegas, NV 89135
aglcorp@msn.com

Defendant in Pro Per

An Employee of PARRY & PFAU

PARRY & PFAU

Electronically Filed
6/7/2018 3:55 PM
Steven D. Grierson
CLERK OF THE COURT

JUDG
Zachariah B. Parry, Esq.
Nevada Bar No.: 11677
PARRY & PFAU
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Henderson, Nevada 89052
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Attorneys for Plaintiff,
Margaret Pickard, Esq. dba Margaret Pickard, PLLC and Dr. Melissa F. Kalodner, Psy.D.

DISTRICT COURT

CLARK COUNTY, NEVADA

* * *

Margaret Pickard, Esq., dba Margaret Pickard, PLLC; and **Dr. Melissa F. Kalodner, Psy.D.**, Plaintiffs, vs. **Audie G. Leventhal** and **Jacqueline J. Leventhal**, Defendants.	Case No.: A-14-710566-C Dept. No.: XXXI **Final Judgment**

Whereas this Court entered detailed Findings of Fact and Conclusions of Law and Judgment on January 31, 2018, which did not specify exact amounts of the judgment as to all parties, it does so here:

Margaret Pickard

Judgment is hereby awarded in favor of the Plaintiff, Margaret Pickard, and against Audie G. Leventhal for the principal sum of **$10,375.63**.[1]

[1] The total awarded to Margaret is $17,551.25. The bills reveal that the total billed prior to January 8, 2014 was $3,200, and the total billed on or after January 8, 2014 was $14,351.25.1 That means Audie is responsible for 75% of $3,200 ($1,600) plus 50% of $14,351.25 ($7,175.63), or $10,375.63. Of the total $17,551.25, Audie's share is 59.12%.

MAY 21 2018

PARRY & PFAU

Prejudgment Interest is hereby awarded in favor of the Plaintiff, Margaret Pickard, and against Audie G. Leventhal at 5.25% annually through December 22, 2017, for a total of **$2,090.87**.[2]

Postjudgment Interest is hereby awarded in favor of the Plaintiff, Margaret Pickard, and against Audie G. Leventhal at a rate of **$1.88 per day** starting December 23, 2017 and continuing until the judgment is paid in full.[3]

Judgment is hereby awarded in favor of the Plaintiff, Margaret Pickard, and against Jacqueline J. Leventhal for the principal sum of **$7,175.62**.

Prejudgment Interest is hereby awarded in favor of the Plaintiff, Margaret Pickard, and against Jacqueline J. Leventhal at 5.25% annually through December 22, 2017, for a total of **$1,445.79**.

Postjudgment Interest is hereby awarded in favor of the Plaintiff, Margaret Pickard, and against Jacqueline J. Leventhal at a rate of **$1.30 per day** starting December 23, 2017 and continuing until the judgment is paid in full.

Dr. Melissa Kalodner

Judgment is hereby awarded in favor of the Plaintiff, Dr. Melissa Kalodner, and against Audie G. Leventhal for the principal sum of **$12,015.00**.

Prejudgment Interest is hereby awarded in favor of the Plaintiff, Dr. Melissa Kalodner, and against Audie G. Leventhal at 5.25% annually through December 22, 2017, for a total of **$2,449.27**.

Postjudgment Interest is hereby awarded in favor of the Plaintiff, Dr. Melissa Kalodner, and against Audie G. Leventhal at a rate of **$2.18 per day** starting December 23, 2017 and continuing until the judgment is paid in full.

Judgment is hereby awarded in favor of the Plaintiff, Dr. Melissa Kalodner, and

[2] Using the same pro-rata share for prejudgment interest, that means he would be responsible for 59.12% of the total $3,536.66, or $2,090.87.

[3] Audie would also be responsible for 59.12% of the total $3.18 in daily postjudgment interest, or $1.88 per day.

PARRY & PFAU

against Jacqueline J. Leventhal for the principal sum of **$12,015.00**.

Prejudgment Interest is hereby awarded in favor of the Plaintiff, Dr. Melissa Kalodner, and against Jacqueline J. Leventhal at 5.25% annually through December 22, 2017, for a total of **$2,449.27**.

Postjudgment Interest is hereby awarded in favor of the Plaintiff, Dr. Melissa Kalodner, and against Jacqueline J. Leventhal at a rate of **$2.18 per day** starting December 23, 2017 and continuing until the judgment is paid in full.

Dated Jan 1, 2018

JOANNA S. KISHNER
District Court Judge

Respectfully submitted by:

PARRY & PFAU

Zachariah B. Parry, Esq.
Nevada Bar No.: 11677
880 Seven Hills Drive, Suite 210
Henderson, Nevada 89052
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702 877 9556 FAX
zach@p2lawyers.com

Attorneys for Plaintiff,
Margaret Pickard, Esq. dba Margaret Pickard, PLLC and Dr. Melissa F. Kalodner, Psy.D.

Approved as to form and content:
Dependant refused to sign

Audie G. Leventhal

Defendant in proper person

PARRY & PFAU

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	COURT MINUTES	May 27, 2016

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

May 27, 2016 **3:00 AM** **Motion to Withdraw as Counsel**

HEARD BY: Kishner, Joanna S. **COURTROOM:**

COURT CLERK: Sandra Harrell

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

- GARY R. HUNTSMAN, ESQ.'S MOTION TO WITHDRAW AS ATTORNEY OF RECORD

On April 25, 2016, a Motion to Withdraw was filed by Gary Huntsman, Esq. to withdraw as counsel for Defendant Jacqueline Leventhal. The matter was subsequently placed on the Chambers Calendar of Department XXXI. There being no opposition to the motion, and the time to oppose having passed, pursuant to EDCR 2.20 and for good cause showing, the Court hereby GRANTS the Motion to Withdraw.

This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order or Judgment. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument.

Plaintiff's Counsel to prepare the Order and submit to Chambers for consideration within ten (10) days in accordance with EDCR 7.21, notifying the former client of all pending dates and providing the last known address and telephone number of Plaintiff within the proposed Order.

A status check is hereby set on Department XXXI's Chambers Calendar for Friday, June 10, 2016,

regarding submission of the proposed Order of Withdrawal. If the Court receives the Order prior to that date, the status check will be vacated. If not, the Court will order a Status Check re: Proposed Order on its normal motion calendar, either a Tuesday or Thursday at 9:00 a.m., where personal appearances by counsel will be mandatory.

6/10/16 STATUS CHECK: ORDER (CHAMBERS)

CLERK'S NOTE: The above minute order has been distributed via e-mail to: Gary Huntsman, Esq., Zachariah Parry, Esq. and Keen Ellsworth, Esq.\sjh 5-27-16

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**June 10, 2016**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

June 10, 2016 **3:00 AM** **Status Check**

HEARD BY: Kishner, Joanna S. **COURTROOM:** Chambers

COURT CLERK: Skye Endresen

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

- COURT NOTED no order has been received, and ORDERED, Status Check SET.

6/23/16 9:00 AM (STATUS CHECK: ORDER 5/27/16)

CLERK'S NOTE: A copy of this Minute Order was placed in the attorney folder of: Zachariah Parry, Esq., Keen Ellsworth, Esq., and Gary Hunstman, Esq. -se6/13/16

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts **COURT MINUTES** **August 18, 2016**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

August 18, 2016 **9:00 AM** **Status Check**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Sandra Harrell

RECORDER: Rachelle Hamilton

REPORTER:

PARTIES PRESENT:

Ellsworth, Keen L	Attorney
Huntsman, Gary R, ESQ	Attorney
PFAU, MATTHEW	Attorney

JOURNAL ENTRIES

- STATUS CHECK PURSUANT TO TRIAL ORDER

Court SIGNED IN OPEN COURT, Order Granting Motion to Withdraw as Attorney of Record for Jacqueline Leventhal, and returned to Mr. Huntsman for filing.
Mr. Ellsworth advised he filed a motion to compel with Discovery Commissioner, hearing is set for 9/7/16 to extend discovery and compel deposition of the Plaintiffs, will probably not affect the trial date. Upon Court's inquiry, both Mr. Pfau and Mr. Ellsworth are amenable to participating in a mandatory settlement conference. COURT ORDERED, Mandatory Settlement Conference to be held prior to 10/13/16. Counsel estimate 3-5 days for trial.

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**September 07, 2016**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

September 07, 2016	**9:00 AM**	**Motion to Extend Discovery**	**Deft, Audie G. Leventhal's Motion to Extend Time to Complete Discovery; Compel Depositions of Plaintiffs and Continue Trial and Related Dates**

HEARD BY: Bulla, Bonnie **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES PRESENT:

Ellsworth, Keen L	Attorney
Parry, Zachariah	Attorney

JOURNAL ENTRIES

- COMMISSIONER RECOMMENDED, motion is GRANTED within parameters; Deft will pay for all deposition transcripts, and deposition time is LIMITED to two hours for each Deponent; complete depositions by 9/30/16; counsel must work together to get dates, and deposition notice is REDUCED to five business days unless otherwise agreed to by parties; 11/14/16 Trial date STANDS.

Mr. Ellsworth to prepare the Report and Recommendations, and Mr. Parry to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. Mr. Ellsworth to appear at status check hearing to report on the

Report and Recommendations.

10/14/16 11:00 a.m. Status Check: Compliance

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**October 13, 2016**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

October 13, 2016 **10:15 AM** **Pre Trial Conference**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Sandra Harrell

RECORDER: Rachelle Hamilton

REPORTER:

PARTIES PRESENT:

Ellsworth, Keen L	Attorney
Pfau, Matthew	Attorney

JOURNAL ENTRIES

- PRE TRIAL CONFERENCE

Court noted mandatory settlement conference was ordered and was to be completed by 10/13/16. Mr. Ellsworth states they have a tentative date of 1/30/17 for the settlement conference which is after the trial date. Mr. Ellsworth requests to push trial date to February or March stack, good reason to believe case would resolve. Mr. Pfau states he would like an opportunity to try and settle this case before it goes to trial. Court notes it received no request for additional time for settlement conference. Discussion.
Matter trailed.
Matter recalled.
Mr. Ellsworth states paralegal made first contact with Dept 30 in the last week in August, dates were given, went back and forth, paralegal did not recall original dates given, scheduling problems with his client who travels extensively. Mr. Pfau states no objection to continuing trial. Court finds good cause, and ORDERED, Calendar Call and Trial Date VACATED and RESET.

1/5/17 10:15 AM PRE TRIAL CONFERENCE

1/31/17 9:00 AM CALENDAR CALL

2/6/17 9:00 AM BENCH TRIAL (STACK)

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**February 13, 2017**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

February 13, 2017 **1:30 PM** **Settlement Conference**

HEARD BY: Villani, Michael **COURTROOM:** RJC Courtroom 11A

COURT CLERK: Tena Jolley

RECORDER: Cynthia Georgilas

REPORTER:

PARTIES PRESENT:

Kalodner Psy.D., Melissa F	Plaintiff Counter Defendant
Leventhal, Audie G.	Defendant Counter Claimant
Parry, Zachariah	Attorney
Pickard, Margaret, ESQ	Plaintiff Counter Defendant

JOURNAL ENTRIES

- CASE NOT SETTLED; matter REFERRED back to the Department for further proceedings.

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**February 21, 2017**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

February 21, 2017 **9:00 AM** **Status Check**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Roshonda Mayfield

RECORDER: Rachelle Hamilton

REPORTER:

PARTIES PRESENT: Parry, Zachariah Attorney

JOURNAL ENTRIES

- Attorney Parry advised the court of defense counsel withdrawing at a previous hearing. Counsel is unsure if anyone other than himself will be present today. However, counsels case is ready to proceed with trial. Court advised, there was a substitution of counsel filed on February 9, 2017 with there being a settlement conference conducted. There was no settlement reached at the conference. Neither of the Levanthal defendant's appeared at the settlement conference pursuant to the trial order. Only Audi Leventhal appeared at the settlement conference. Jacqueline Leventhal failed to appear. COURT ORDERED, the calendar call and trial dates set STAND. Trial duration is estimated at 1-2 days within the April 17, 2017 trial stack. The parties will return on the pre-trial conference date set on March 16, 2017.

3/16/17 10:15 A.M. PRE TRIAL CONFERENCE (DEPT. 31)

4/4/17 CALENDAR CALL (DEPT. 31)

4/17/17 BENCH TRIAL (DEPT. 31)

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**March 16, 2017**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

March 16, 2017 **10:15 AM** **Pre Trial Conference**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Sandra Harrell

RECORDER: Rachelle Hamilton

REPORTER:

PARTIES PRESENT: Leventhal, Audie G. Defendant
Counter Claimant

JOURNAL ENTRIES

- PRE TRIAL CONFERENCE

Scott Barbag, Esq. (#14164), present on behalf of Plaintiffs (not yet in Oydssey).

Parties estimate 3-4 days for trial. Upon Court's inquiry, Mr. Leventhal states he is not retaining new counsel. Mr. Barbag states another settlement conference would not be helpful. COURT ORDERED, matter SET for Trial. Pre trial memo now due 4/26/17.

5/2/17 9:00 AM CALENDAR CALL

5/8/17 9:00 AM BENCH TRIAL #1

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**May 02, 2017**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

May 02, 2017 **9:00 AM** **Calendar Call**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Natalie Ortega

RECORDER: Rachelle Hamilton

REPORTER:

PARTIES PRESENT:

Leventhal, Audie G.	Defendant Counter Claimant
Parry, Zachariah	Attorney

JOURNAL ENTRIES

- Mr. Parry advised Jacqueline Leventhal's attorney withdrew. Further, she did not appear at the 2.67 meeting. Upon Court's inquiry, Mr. Leventhal noted his attorney did not withdraw properly. COURT ORDERED, matter TRAILED. Parties directed to contact Keen L. Ellsworth, Esq.

MATTER RECALLED. All parties present as before. Mr. Parry stated he contacted Mr. Ellsworth and advised him his withdrawal was improper. Colloquy regarding status of the case, continuation of calendar call, and Jacqueline Leventhal's participation in the case. Mr. Parry noted he brought his binders, and made an oral motion for two hours of fees. Court noted Mr. Ellsworth needs an opportunity to respond. Court noted an oral motion was presented by Plaintiff's counsel for fees for two hours time. Additionally, on Monday, the Court would address the failure to appear of Jacqueline Leventhal at the Pre-Trial Conference, and at the Calendar Call. Additionally, it was represented she failed to appear at the 2.67. Court will also address the EDCR 7.40 issue, to the extent the Court can do so, as Court does not know what the posture will be. Mr. Leventhal stated he did not believe he and Jacqueline Leventhal should be co-defendants, and the case should be bifurcated. Additionally, there was a dispute whether they were jointly or severally liable. COURT ORDERED, matter CONTINUED. COURT NOTED all attorneys had an obligation to ensure that all cases in

which they are part of, that they appear in Court, and must regularly check the record.

CONTINUED TO: 5/8/17 9:00 AM

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**May 08, 2017**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

May 08, 2017 **9:00 AM** **All Pending Motions**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Aja Brown

RECORDER: Sandra Harrell

REPORTER:

PARTIES PRESENT: Parry, Zachariah Attorney

JOURNAL ENTRIES

- Keen Ellsworth, Esq., on behalf of the Defendant, also present.

CALENDAR CALL....DEFENDANT'S PRO PER MOTION FOR CONTINUANCE

Mr. Parry noted he had received an email from Defendant, A. Leventhal indicating he was ill. Court noted it had not received any notification from A. Leventhal or J. Leventhal. Upon Court's inquiry, Mr. Parry confirmed J. Leventhal had not appeared for Calendar Call or participated in the Mandatory Settlement Conference. Upon Court's further inquiry, Mr. Parry confirmed he was requesting an oral Motion for Default Judgment. Following argument by Mr. Parry, COURT STATED ITS FINDINGS and ORDERED, Motion for Default Judgment GRANTED, sanctions imposed against J. Leventhal in the amount of $17,551.25, pre-judgment interest in the amount of $2,961.07 and post-judgment interest in the amount of $3.09 per day. As to Defendant Kalodner, COURT FURTHER ORDERED, sanctions imposed in the amount of $518.00 plus pre-judgment interest of $88.61 plus post-judgment in the amount of 0.09.

Court summarized the history of the case with respect to the Motions previously filed by A. Leventhal. Court recited EDCR 7.40 and EDCR 2.26, noting A. Leventhal had not been compliant.

Court noted, Mr. Ellsworth had filed a Motion to Withdraw as Counsel; however, the Court never received an Order Shortening Time. Mr. Ellsworth made and oral Motion to Withdraw as Counsel. Court stated it did not have discretion to make a ruling. Additionally, Mr. Ellsworth made an oral Motion for an Extension of Time and requested to continue the Calendar Call. COURT ORDERED, request DENIED , noting there must be one Judicial Day for the Motion to be heard. Further argument by Counsel. Mr. Ellsworth requested the matter be continued to allow him time to submit a Motion for Order Shortening Time. Upon Court's further inquiry, Mr. Ellsworth confirmed it was not impermissible to have communication with A. Leventhal as A. Leventhal believed he was proceeding in Pro Per Person. Colloquy regarding availability of counsel. COURT ORDERED, matter SET for hearing as to A. Leventhal only. COURT FURTHER ORDERED, all remaining motions rescheduled to 5/30/17. Court directed Mr. Parry to prepare the order and circulate to all parties.

5/30/17 9:30 AM STATUS CHECK: TRIAL SETTING

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**May 30, 2017**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

May 30, 2017 **9:30 AM** **All Pending Motions**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Kory Schlitz

RECORDER: Sandra Harrell

REPORTER:

PARTIES PRESENT: Parry, Zachariah Attorney

JOURNAL ENTRIES

- DEFT'S PRO SE EX PARTE MOTION FOR AN ORDER SHORTENING TIME... EMERGENCY MOTION FOR CONTINUANCE... DEFENDANT'S PRO PER MOTION FOR CONTINUANCE... STATUS CHECK: TRIAL SETTING... MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR DEFENDANT, AUDIE G. LEVENTHAL; OPPOSITION TO ORAL MOTION BY PLAINTIFF'S COUNSEL FOR ATTORNEY'S FEES ON ORDER SHORTENING TIME..

Court noted it was 10:26 A.M. and no other parties have appeared, and the Court has not received any notification. Upon Court's inquiry, Mr. Parry stated he received an e-mail from Keen Ellsworth Esq. who indicated he could not make it today, and noted he further stated he notified the Court. Mr. Parry read Mr. Ellsworth's e-mail into the record. Colloquy between the Court and Mr. Parry regarding Motions on calendar today. COURT ORDERED, Motion to Withdraw as Counsel of Record for Defendant Audie G. Leventhal, VACATED; Court advised Mr. Ellsworth is still counsel of record, since appropriate documents were not filed in order to be withdrawn from this case. Court further advised the Motion is vacated, since Mr. Ellsworth filed a re-notice and the matter is set for Chambers on June 16, 2017. With regards to the Motions on calendar, Mr. Parry stated he made an oral motion, which has since been withdrawn, and stated he does not have any other motions on calendar today. COURT FURTHER ORDERED, Mandatory Show Cause Order SET for Keen Ellsworth Esq. to appear in Court to show good cause as to why he did not appear on OST that was set, and why there are

motions filed on behalf of the Pro Se litigate while being represented by Mr. Ellsworth. Mr. Parry inquired if his presence would be necessary at the Show Cause Hearing. Court advised Mr. Parry's appearance is not necessary, however, there are outstanding Motions that need to be clarified. COURT ADDITIONALLY ORDERED, all other Motions scheduled today are OFF CALENDAR.

6/13/17 9:30 A.M. SHOW CAUSE HEARING RE: KEEN ELLSWORTH ESQ. NON-COMPLIANCE

CLERK'S NOTE: A copy of the foregoing minute order has been distributed through the Attorney Folders located at the Regional Justice Center of Keen Ellsworth Esq. (Ellsworth & Bennion). (6-1-17 ks)

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**June 13, 2017**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

June 13, 2017 **9:30 AM** **Show Cause Hearing**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Denise Duron

RECORDER: Rachelle Hamilton

REPORTER:

PARTIES PRESENT: Parry, Zachariah Attorney

JOURNAL ENTRIES

- Colloquy regarding Mr. Ellsworth's communication with Mr. Leventhal. Mr. Ellsworth noted Mr. Leventhal no longer wants him involved in the case and requested the Court grant his oral motion to withdraw. Upon Court's inquiry, Mr. Parry advised he has no opposition to Mr. Ellsworth's request. Colloquy regarding future hearing dates and motions filed by Mr. Leventhal. There being no opposition, COURT ORDERED, oral motion GRANTED pursuant to EDCR 2.20, noting sanctions will not be imposed against Mr. Ellsworth. COURT FURTHER ORDERED, all motions scheduled for May 30, 2017 RESET to July 11, 2017 at 9:00 am.

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**July 11, 2017**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

July 11, 2017 **9:00 AM** **All Pending Motions**

HEARD BY: Saitta, Nancy **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Shelly Landwehr

RECORDER: Sandra Harrell

REPORTER:

PARTIES PRESENT:

Leventhal, Audie G.	Defendant Counter Claimant
Parry, Zachariah	Attorney

JOURNAL ENTRIES

- DEFENDANT'S PRO PER MOTION FOR CONTINUANCE...DEFT'S PRO SE EX PARTE MOTION FOR AN ORDER SHORTENING TIME...EMERGENCY MOTION FOR CONTINUANCE

Defendant Leventhal, present in proper person, stated he has had two lawyers, one of which did everything wrong. Mr. Leventhal argued for time to get up to speed. Upon Court's inquiry, Mr. Leventhal stated he has not paid a retainer fee.

Mr. Parry argued Defendant Leventhal fired his attorney in February of 2017 and stated he would not hire a new attorney. Further, Defendant Leventhal wants to reopen discovery. Colloquy regarding Defendant's residence. Colloquy regarding Defendant Leventhal actually intends to hire counsel. Court canvassed Defendant Leventhal and stated it seems he is placing obstacles in the way of this case going forward. COURT ORDERED, Motion to Continue, Motion for Jury Demand and Motion to Reopen Discovery, DENIED. Matter SET for trial. Mr. Parry to prepare the order and distribute it to Defendant Leventhal at both his Nevada and Utah addresses.

09/07/17 10:15 AM PRE TRIAL CONFERENCE

10/03/17 9:00 AM CALENDAR CALL

10/09/17 9:00 AM BENCH TRIAL

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**September 18, 2017**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

September 18, 2017 8:45 AM Pre Trial Conference

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: April Watkins

RECORDER: Sandra Harrell

REPORTER:

PARTIES PRESENT: Parry, Zachariah Attorney

JOURNAL ENTRIES

- Statements by the Court. Mr. Parry advised Pltf. ready for trail to be set. Upon Court's inquiry, Mr. Parry stated a day to day and a half for trial and joint pretrial memorandum has already been submitted. COURT ORDERED, trial date VACATED, RESET, Pretrial Memorandum date STANDS and Calendar Call date STANDS per trial order.

10/10/17 11:00 AM BENCH TRIAL

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts | **COURT MINUTES** | **October 03, 2017**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

October 03, 2017 **9:00 AM** **Calendar Call**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: April Watkins

RECORDER: Sandra Harrell

REPORTER:

PARTIES PRESENT:

Leventhal, Audie G.	Defendant Counter Claimant
Parry, Zachariah	Attorney

JOURNAL ENTRIES

- Upon Court's inquiry, Mr. Parry stated joint pretrial memorandum and exhibits have been submitted. Further, trial brief was also served in May and noted counsel does not have findings of fact and conclusions of law. Mr. Leventhal stated he is not sure what has been submitted to the Court and does not have a copy of what was actually submitted to the Court. Mr. Parry stated they are joint exhibits that have been gone over with Mr. Leventhal. Further, Mr. Parry argued it does not matter what Mr. Leventhal has, if not submitted already, cannot use. Also, counsel advised he has original depositions.

MATTER RECALLED:

Mr. Leventhal stated what he brought to court today was a replica of what was provided previously. Further, majority of Deft's case is based on the depositions of the Pltfs'. Additionally, Mr. Leventhal stated his prior attorney was at depositions and he at this time does not have them. Mr. Parry stated he will stipulate to use copy of depositions. Further statement by Mr. Parry regarding photographs. Court stated at time of trial, exhibits will be addressed that Deft. wants to propose. Mr. Parry argued photographs were not disclosed, not sure if they are the same and objecting to any late exhibits.

Court stated parties will be allowed to argue this issue before trial on Tuesday. Upon Court's inquiry, Mr. Parry advised two witnesses for Pltf. and Mr. Leventhal advised three to four witnesses. Colloquy. Mr. Parry advised he has Supreme Court settlement conference scheduled the second day that counsel is supposed to be here. Court stated bench trial can be heard on the 10th and if need be, will go to the 12th at 1:00 p.m. Upon further inquiry of the Court, Mr. Parry stated he will not do opening statement and Mr. Leventhal advised he will be doing an opening statement. Mr. Parry advised three witnesses, one and a half to two days for trial. Mr. Leventhal advised he will be calling his prior counsel last. Court instructed parties to bring depositions Tuesday morning and trial date STANDS.

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**October 10, 2017**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

October 10, 2017 **11:00 AM** **Bench Trial**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: April Watkins

RECORDER: Sandra Harrell

REPORTER:

PARTIES PRESENT:

Kalodner Psy.D., Melissa F	Plaintiff Counter Defendant
Leventhal, Audie G.	Defendant Counter Claimant
Parry, Zachariah	Attorney
Pickard, Margaret, ESQ	Plaintiff Counter Defendant

JOURNAL ENTRIES

- Colloquy regarding exhibits.

Mr. Parry stated Deft. never raised a counterclaim as to negligence and argued in support. Opposition by Pltf. Court stated FINDINGS and ORDERED, no expert testimony as to the standard of care.

Opening statement by Deft.

Testimony and exhibits presented. (See worksheets).

Court recessed and ORDERED, matter CONTINUED.

CONTINUED TO: 10/12/17 1:00 PM

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts **COURT MINUTES** **October 12, 2017**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

October 12, 2017 **1:00 PM** **Bench Trial**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: April Watkins

RECORDER: Sandra Harrell

REPORTER:

PARTIES PRESENT:

Kalodner Psy.D., Melissa F	Plaintiff Counter Defendant
Leventhal, Audie G.	Defendant Counter Claimant
Parry, Zachariah	Attorney
Pfau, Matthew	Attorney
Pickard, Margaret, ESQ	Plaintiff Counter Defendant

JOURNAL ENTRIES

- Colloquy regarding negligence. Court noted no witness, not raised and not appropriate to come up in trial. Statement by Deft. Court stated legal advise cannot be offered. Testimony and exhibits presented. (See worksheets).

Court recessed and ORDERED, matter CONTINUED.

CONTINUED TO: 10/13/17 9:00 AM

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**October 13, 2017**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

October 13, 2017 **9:00 AM** **Bench Trial**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Nicole McDevitt

RECORDER: Sandra Harrell

REPORTER:

PARTIES PRESENT:

Leventhal, Audie G.	Defendant Counter Claimant
Parry, Zachariah	Attorney

JOURNAL ENTRIES

- Mr. Leventhal moved for mistrial regarding Dr. Kalodner not being called as a witness by Plaintiff. Arguments by Mr. Parry and Mr. Leventhal. COURT ORDERED, Oral Motion for Mistrial DENIED. Mr. Leventhal moved to use the deposition of Dr. Kalodner or continue trial so Dr. Kalodner can be subpoenaed. Arguments by Mr. Parry and Mr. Leventhal. Matter trailed for Mr. Parry and Mr. Leventhal to discuss potential remedies provided by Court.

RECALLED: Further arguments by Mr. Leventhal and Mr. Parry. COURT ORDERED, oral motion to use deposition of Plaintiff RULING DEFERRED until request comes up in Defendant's case in chief. Mr. Parry requested Court rule at this time, if ruling includes not closing the trial today he will call Dr. Kalodner. Upon inquiry by Court, Mr. Leventhal advised he did not know how to proceed with his witness to elect the testimony he needed regarding Dr. Kalodner. Court stated it will need to defer the ruling. Mr. Parry stated the pleadings from the Family Court case are under seal and he doesn't want to violate anything in that case. Upon inquiry of Court as to if the case in family court is fully sealed, Mr. Leventhal stated it is. Court stated it would look into the matter. Testimony and exhibits presented (see worksheets). Mr. Parry stated he will be calling Dr. Kalodner and has instructed her to come in . Court in recess.

RECALLED: Court in an abundance of caution ORDERED trial testimony and exhibits sealed in this case, starting from the trial commencement on October 17, 2017, TEMPORARILY SEALED, video proceedings will be sealed, and no exhibit list will be scanned into Odyssey at this time. Colloquy as to schedule and time constraints of Dr. Kalodner. Mr. Leventhal stated he would willing to continue the trial to a different day to finish the witness. Mr. Parry requested to finish the witness then take lunch. Colloquy regarding the remedies whether or not trial will be closing. Mr. Leventhal stated he did not believe trial would finish today. Mr. Parry withdrew his request. Testimony and exhibits presented (see worksheets). Colloquy as to schedule. Testimony and exhibits presented (see worksheets). Colloquy regarding the issue of jurisdiction. Parties to receive direction from Family court and notify Court of what issues are to be addressed by this Court. ORDERED, matter SET for status check on new continued bench trial date, jurisdiction issue, and whether or not matter will remain sealed.

11/14/2017 9:00 AM STATUS CHECK: JURISDICTION; SETTING OF TRIAL; WHETHER MATTER WILL REMAIN SEALED

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**November 14, 2017**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

November 14, 2017 9:00 AM All Pending Motions

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Kristen Brown

RECORDER: Sandra Harrell

REPORTER:

PARTIES PRESENT:

Leventhal, Audie G.	Defendant Counter Claimant
Parry, Zachariah	Attorney

JOURNAL ENTRIES

- STATUS CHECK: JURISDICTION; SETTING OF TRIAL; WHETHER MATTER WILL REMAIN SEALED...STATUS CHECK: JURISDICTION OF THE COURT & SCHEDULE THE CONTINUANCE OF TRIAL DATE

Colloquy between Court and counsel as to what remains for the Court to decide in the Bench Trial. Deft. stated that he has two witnesses including himself. COURT ORDERED, matter SET for the continued Bench Trial. COURT FURTHER ORDERED, that whatever was sealed will remain SEALED and will re-evaluate it at the continued Bench Trial.

12/22/17 9:00 AM BENCH TRIAL

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**December 22, 2017**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

December 22, 2017 9:00 AM Bench Trial

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Aja Brown

RECORDER: Sandra Harrell

REPORTER:

PARTIES PRESENT:

Leventhal, Audie G.	Defendant Counter Claimant
Parry, Zachariah	Attorney
Pickard, Margaret, ESQ	Plaintiff Counter Defendant

JOURNAL ENTRIES

- Colloquy regarding disclosure of Defense's witnesses. Testimony and Exhibits presented (see worksheets). Defense rests. Closing arguments by Mr. Parry and Mr. Leventhal. Rebuttal by Mr. Parry and Mr. Leventhal. Un-used Depositions returned to counsel in OPEN COURT. Court directed parties to submit the amended proposed Findings of Fact and Conclusions of Law on 1/5/18 by 12:00 p.m. COURT ORDERED, ruling DEFERRED.

1/12/18 DECISION (CHAMBERS)

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**January 26, 2018**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

January 26, 2018 **3:00 AM** **Decision**

HEARD BY: Kishner, Joanna S. **COURTROOM:** Chambers

COURT CLERK: April Watkins

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

- Court will separately file Decision.

CLERK S NOTE: This Minute Order was electronically served by Courtroom Clerk, April Watkins, to all registered parties for Odyssey File & serve. aw

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**February 06, 2018**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

February 06, 2018 **2:00 PM** **Minute Order**

HEARD BY: Kishner, Joanna S. **COURTROOM:** Chambers

COURT CLERK: Tena Jolley

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

- Pursuant to SCR 4, The Findings of Fact and Conclusions of Law and the Notice of Entry of same are to be filed under seal until further determination has been made by the Court that the Order is to be unsealed.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Tena M Jolley, to all registered parties for Odyssey File & Serve. (tmj:2/6/18)

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**March 15, 2018**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

March 15, 2018 **9:00 AM** **Motion for Attorney Fees and Costs**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Tena Jolley

RECORDER: Sandra Harrell

REPORTER:

PARTIES PRESENT: Parry, Zachariah Attorney

JOURNAL ENTRIES

- Court calls this matter last to give defendant a full opportunity to appear; defendant is not present and there was no notification was received by the Court. Court noted it received a motion to continue the 4/3/18 hearing; as well as an Opposition to Plaintiff's Motion for Attorneys Fees and Costs electronically filed on 3/14/18. Court read defendant's opposition which referenced their opposition was contained in its Motion for Clarification for Final Order Judgment Amount. Upon the Court's inquiry, Mr. Parry stated he wished to proceed forward with the scheduled Motion for Attorneys Fees and Costs and had no objection to the Court considering the 2/27/18 and 3/14/18 filings by Defendants. COURT FINDS it can address the pending motion on the merits; stated its inclination; and Mr. Parry submitted on the pleadings. COURT ORDERED, the Findings of Fact and Conclusions of Law and Judgment filed 1/31/18 UNSEALED consistent with Supreme Court Rule 4 and statutory authority. COURT FURTHER ORDERED Motion for Attorneys Fees and Costs GRANTED IN PART pursuant to NRS 18, NRCP 68, and EDCR 2.20, as to Defendant Audie G. Leventhal; the amount of time spent appears appropriate however the Court will apply a reduction on the hourly rate to the fees charged; GRANTED IN PART pursuant to NRS 18, Entry of Default, NRCP 68, and EDCR 2.20. Mr. Parry indicated that Ms. Jacqueline Leventhal recently filed Bankruptcy. With respect to Jacqueline Leventhal, the Court will SUSPEND any enforcement pending the Court being provided a clarification as to the Bankruptcy of Jacqueline Leventhal. Mr.

Parry to prepare the Order pursuant to EDCR 7.21.

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**March 15, 2018**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

March 15, 2018 **2:30 PM** **Minute Order**

HEARD BY: Kishner, Joanna S. **COURTROOM:** Chambers

COURT CLERK: Tena Jolley

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

- On March 15, 2018, this matter came on for hearing on Plaintiffs' Motion for Attorney Fees and Costs. After a full review of the briefing and taking into account both the February 27 and March 14 filings of Defendant, the Court GRANTED the Motion for Fees and Costs based on the applicable law but set forth that it was reducing the fees sought under Brunzell and deferred the ruling on that reduction to the Court's chambers calendar as stated by the Court in open court.

Separate and apart from that motion, the Court intended to address the Motion for Continuance filed by Defendant on March 14, 2018 since the Motion did not comply with the rules and did not set forth a notice of motion nor a request for order shortening time. Because Defendant and movant Audie Leventhal did not appear at the properly noticed hearing on March 15, 2018, the Court could not address the defects in the purported "motion for a continuance" with the movant and given that if the motion were heard in ordinary course it would be heard after the April 3rd hearing, the Court having no objection by Plaintiffs' counsel who was present in Court, finds it appropriate to issue the following minute order.

Plaintiff has filed a Motion for Continuance indicating that he requests a continuance of the hearing on April 3, 2018, on his pending Motion for Clarification. There was no Notice of Motion contained within the Motion nor was the relief requested on an Order Shortening Time and thus even if there

was a notice of motion, any such hearing in ordinary course would be set approximately 28 to 30 days after filing, which would be after the April 3rd hearing. Accordingly, as no notice of motion was filed along with the Motion for Continuance, nor was any request for an Order Shortening Time made to the Court, the Motion for Continuance is not presently set for hearing. Nevertheless, given that there was no objection from any party present at the hearing on March 15, 2018 to having the Court advance and address the requested relief and addressing the relief inures to the benefit of both parties and assists with judicial economy, the Court finds it appropriate to make a ruling on that motion at this time, pursuant to EDCR 2.23(c).

While the Court is generally amenable to accommodating scheduling requests agreed upon by the parties, in the absence of agreement by the parties, the Court must evaluate requests for scheduling changes for good cause. As Defendant was not present at the hearing on March 15, 2018, and there was nothing in the Motion that stated that Defendant sought any agreement with Plaintiff's counsel, the Court reviews the request to determine if Defendant's request can be accommodated without prejudice to Plaintiffs.

As a basis for his request for continuance, Defendant has cited only the fact that he has a hearing scheduled in Department XXIII on the same date. Indeed as conceded in the Motion, Defendant's hearing on his Motion is set for 9:00 a.m. in the instant department and his hearing before Department XXIII is scheduled for 9:30 a.m. Although Defendant indicates that he has another hearing scheduled for the same date, half an hour after the matter before this Court, the Court determines that this is not an adequate reason to warrant a change in the date of the hearing. The Court makes this determination in light of several factors, as follows. First, the Court notes that the hearing in Department XXIII and the hearing before this Court are scheduled to take place in the regular courtrooms of the two departments, which are both located on the 12th floor of the Regional Justice Center, and that the two courtrooms are located immediately adjacent to one another. The Court has also received an affirmative confirmation from Department XXIII that Department XXIII is willing to accommodate Defendant's appearance in this Court, if necessary, and trail the matter in Department XXIII until oral argument can be concluded on April 3rd before this Court. This accommodation is routinely given to litigants and/or their counsel as having multiple hearings on the same day is common. The Court also notes that as long as the parties are present in this Court promptly at 9:00 a.m. on April 3rd, the date of the hearings, the Court will be ready and willing to hear the oral argument in this case at that time, which should allow more than sufficient time for Defendant to be present in the courtroom next door for his other hearing. The Court finds that these are adequate accommodations to address the issues raised in Defendant's motion, and given that Defendant failed to request oral argument through a notice of motion, and failed to appear before the Court at a properly noticed hearing on another motion where this matter could be addressed in open court, and as Defendant has failed to seek or reach an agreement with opposing counsel regarding rescheduling the hearing, the Court finds that Defendant's motion is DENIED, subject to the accommodations listed above. Accordingly, the present hearing will go forward as scheduled at 9:00 a.m. on April 3, 2018.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Tena M. Jolley, to all registered parties for Odyssey File & Serve. (tmj:3/15/18)

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**April 03, 2018**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

April 03, 2018	**9:00 AM**	**Motion**	**Motion for Clarification for Final Order Judgment Amount if any and for Reconsideration of Internally Inconsistent Order**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Tena Jolley

RECORDER: Sandra Harrell

REPORTER:

PARTIES PRESENT:

Leventhal, Audie G.	Defendant Counter Claimant
Parry, Zachariah	Attorney

JOURNAL ENTRIES

- The Court having reviewed the pleadings, provided the parties with its inclination and heard the oral arguments by Mr. Leventhal and Mr. Parry, the Court adopted its inclination, stated its FINDINGS and ORDERED, Motion DENIED and its prior Order AFFIRMED. Mr. Parry to prepare the order pursuant to EDCR 7.21.

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**May 08, 2018**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

May 08, 2018	**9:00 AM**	**Motion to Amend Judgment**	**Plaintiffs' Motion to Amend Judgment**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Tena Jolley

RECORDER: Sandra Harrell

REPORTER:

PARTIES PRESENT:

Leventhal, Audie G.	Defendant Counter Claimant
Parry, Zachariah	Attorney

JOURNAL ENTRIES

- Following arguments by Mr. Parry and Mr. Leventhal, the Court stated its FINDINGS and ORDERED Motion to Amend is DENIED. The COURT FURTHER ORDERED, plaintiff's request for a judgment with actual numbers is GRANTED. Mr. Parry to prepare the Order and circulate it to Mr. Leventhal pursuant to EDCR 7.21. The Court DIRECTED the parties to submit a proposed Judgment to the Court no later than noon on May 21, 2018 and ORDERED, matter CONTINUED to its Chambers Calendar for receipt of the Order and Judgment.

CONTINUED TO: 5/25/18 (CHAMBERS)

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**May 25, 2018**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

May 25, 2018 **3:00 AM** **Motion to Amend Judgment**

HEARD BY: Kishner, Joanna S. **COURTROOM:** Chambers

COURT CLERK: Tena Jolley

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

- Proposed Orders submitted.

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**June 19, 2018**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

June 19, 2018	**9:00 AM**	**Motion to Amend**	**Defendant's Motion to Amend 1/31/2018 Findings of Facts, Conclusions of Law and Judgment; Calculations of Amounts; Owed by All Parties and Request for Continuance**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Tena Jolley

RECORDER: Sandra Pruchnic

REPORTER:

PARTIES PRESENT:

Leventhal, Audie G.	Defendant
Parry, Zachariah	Attorney

JOURNAL ENTRIES

- The Court noted there was a pleading filed with oral argument requested, however then there was a final judgment so the hearing was vacated as there was nothing that was requested that had not already been addressed. If the parties deem that there is something that they wish to be heard, the Court will need to reschedule a hearing. Colloquy regarding scheduling. COURT ORDERED, matter SET for hearing.

7/17/18 9:00 AM DEFENDANT'S MOTION TO AMEND 1/31/18 FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT; CALCULATIONS OF AMOUNTS OWED BY ALL

PARTIES AND REQUEST FOR CONTINUANCE

DISTRICT COURT
CLARK COUNTY, NEVADA

Collection of Accounts	**COURT MINUTES**	**July 17, 2018**

A-14-710566-C Margaret Pickard, ESQ, Plaintiff(s)
vs.
Audie Leventhal, Defendant(s)

July 17, 2018	**9:00 AM**	**Motion to Amend**	**Defendant's Motion to Amend 1/31/2018 Findings of Facts, Conclusions of Law and Judgment; Calculations of Amounts; Owed by All Parties and Request for Continuance**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Tena Jolley

RECORDER: Sandra Harrell

REPORTER:

PARTIES PRESENT:

Leventhal, Audie G.	Defendant
Parry, Zachariah	Attorney

JOURNAL ENTRIES

- Mr. Leventhal stated he does not agree with the calculations regarding the amount he owes, and that the calculations are misleading. Mr. Parry argued that this matter has been ruled on by the Court already. He submitted on the briefs. The Court noted it took into account every single document as well as the fact that it listened to some of the trial; the final judgment was signed on 6/1/18. Following further discussion regarding the mathematical calculations, COURT ORDERED, motion is DENIED WITHOUT PREJUDICE and the Court's prior decision is AFFIRMED. Mr. Parry to prepare the order.

EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE

NOTICE OF DEFICIENCY

ON APPEAL TO NEVADA SUPREME COURT

AUDIE LEVENTHAL
25 CROSS RIDGE ST.
LAS VEGAS, NV 89135

DATE: November 2, 2018
CASE: A-14-710566-C

RE CASE: MARGARET PICKARD, ESQ. DBA MARGARET PICKARD, PLLC; DR. MELISSA F. KALODNER PSY.D vs. AUDIE G. LEVENTHAL; JACQUELINE J. LEVENTHAL

NOTICE OF APPEAL FILED: October 30, 2018

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

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

☒ $250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
- If the $250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.

☐ $24 – District Court Filing Fee (Make Check Payable to the District Court)**

☐ $500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
- NRAP 7: Bond For Costs On Appeal in Civil Cases

☐ Case Appeal Statement
- NRAP 3 (a)(1), Form 2

☐ Order

☐ Notice of Entry of Order

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

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

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

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

Certification of Copy

State of Nevada
County of Clark } **SS:**

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

NOTICE OF SECOND APPEAL OF SAME CASE DUE TO JUDGES FIRST FAULTY JUDGMENT; CASE APPEAL STATEMENT; PLAINTIFF'S CASE APPEALS STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT; NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT; FINAL JUDGMENT; NOTICE OF ENTRY OF FINAL JUDGMENT; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

MARGARET PICKARD, ESQ. DBA MARGARET PICKARD, PLLC; DR. MELISSA F. KALODNER PSY.D,

Plaintiff(s),

vs.

AUDIE G. LEVENTHAL; JACQUELINE J. LEVENTHAL,

Defendant(s),

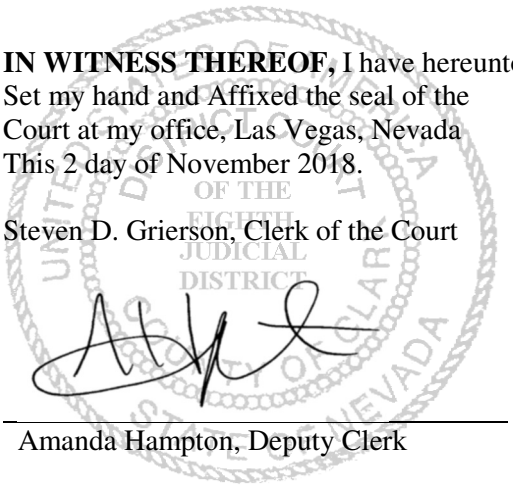
Case No: A-14-710566-C

Dept No: XXXI

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 2 day of November 2018.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk